



**City Council Workshop & Meeting**  
**April 6, 2020**  
**Agenda**

**This City Council workshop and meeting will be conducted remotely using “Zoom.”** The meeting will be broadcast as usual on Great Falls TV (cable channel 1302) and on the City of Auburn [YouTube](#) channel.

**If you wish to offer public comment during the meeting,** you can “attend” the meeting via Zoom and speak during the public comment session. To participate in this way, please register in advance by using the following link:  
[https://zoom.us/webinar/register/WN\\_ZrTSxtauRgOcJa\\_KBIEYw](https://zoom.us/webinar/register/WN_ZrTSxtauRgOcJa_KBIEYw)

After registering, you will receive a confirmation email containing information about joining the meeting. If you wish to speak, simply click “Raise Hand” in the webinar controls. You can also use the Alt+Y keyboard shortcut (Mac: Option+Y) to raise or lower your hand. You will be notified when it is your turn to speak. Be sure to “Unmute” yourself and speak clearly. All participants will be able to hear you.

If you prefer to submit public comment in writing, please send your remarks via email to:  
[comments@auburnmaine.gov](mailto:comments@auburnmaine.gov). Your comments will be included in the meeting minutes.

**5:30 P.M. City Council Workshop**

- A. City Manager’s Proposed Budget for Fiscal Year 2021 – Peter Crichton
- B. Strategic Plan Update – Peter Crichton and Phil Crowell

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

**Pledge of Allegiance**

**Roll Call of Attendance**

- I. **Consent Items** - All items with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
  - 1. **Order 41-04062020\***  
Confirming Mayor Levesque’s appointments to the Audit and Procurement Committee (Katie Boss and Tim MacLeod).
  - 2. **Order 42-04062020\***  
Accepting the transfer of \$1,626.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-19-3899 Dwayne Paisley).

- 3. Order 43-04062020\***  
Accepting the transfer of \$1,160.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-19-3921 Jana Hansen).
- II. Minutes - March 16, 2020 Regular Council Meeting**
- III. Communications, Presentations and Recognitions**
- Androscoggin River Water Quality Classification (Peter Rubins)
  - Edward Little High School Site Phasing and Building Schedule presentation (Mark Lee and Lisa Swain)
  - Covid-19 Update (Phil Crowell and Matt Fifield)
  - Council Communications
- IV. Open Session – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that appears on the agenda.***
- V. Unfinished Business**
- 1. Ordinance 03-03162020** Adopting an ordinance, Article II, Division 3, City Council Student Representative, Secs. 267-270. Second reading.
- VI. New Business**
- 1. Order 44-04062020**  
Approving amendments to the Auburn-Lewiston Advisory Cable TV Committee.
- 2. Order 45-04062020**  
Authorizing the City Manager or his designee to execute and deliver to Eagle Creek Renewable Energy, LLC or Hackett Mills Hydro Associates or their designee, a net energy billing credits agreement.
- 3. Order 46-04062020**  
Authorizing the purchase of the Fire Department’s new fire truck based on the provided bid with \$100,000 to be provided as part of the FY21 Capital.
- 4. Resolve 06-04062020**  
Limiting the increase in the school budget by 1.4 million dollars and the draw down of the fund balance by no more than 20% this fiscal year.
- VII. Reports**
- a. **Mayor’s Report**
  - b. **City Councilors’ Reports**
  - c. **City Manager Report**
  - d. **Finance Director, Jill Eastman - February 2020 Monthly Finance Report and Revenue Discussion**
- IX. Executive Session**
- A. Executive Session – Legal consultation, pursuant to 1 M.R.S.A. Sec. 405 (6)(E)

B. Executive Session – Economic development, pursuant to 1 M.R.S.A. Sec. 405 (6)(C).

**X. Adjournment**



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Author:** Sue Clements-Dallaire

**Subject:** Presentation of the City Manager's Proposed Budget for FY2021

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**Information:** The City Manager will be presenting his FY21 Manager's Proposed Budget with his final recommendations. City expenditures have increased by \$1,544,695, with an increase to the tax levy of \$78,856 or 0.32%. Intergovernmental expenditures have increased by \$336,824 with an increase to the tax levy of \$336,824 or 7.64%. School Department expenditures have increased by \$1,263,623 with an increase to the tax levy of \$769,310 or 4.30%. The above figures represent a total increase to the tax levy of \$1,184,990 or 2.53%, and an increase to the tax rate of **\$0.77 or 3.25%**.

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**City Budgetary Impacts:** There is no budgetary impact at this time.

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**Staff Recommended Action:** Receive the FY21 Proposed Budget

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**Previous Meetings and History:**

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Cusick".

**Attachments:**

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March 30, 2020

Dear Mayor and Members of the Auburn City Council,

It has been a privilege and an honor to serve the City of Auburn for the past three plus years. With my upcoming retirement on July 1, I would be remiss if I did not thank you as well as the previous Mayor and Councils, Assistant City Manager Phil Crowell, the City Manager's team, Department Directors, and city staff for your support of me during this time. Team Auburn is strong and headed in the right direction as one of the best small cities in America! My public service to Auburn has truly been one of the highlights of my career.

This marks my fourth and perhaps most difficult budget as your City Manager. With the uncertainty over the coronavirus issue and corresponding unpredictability of city revenues, it has made revenue forecasting - and therefore budgeting - especially difficult. I am sure you would agree, it is a particularly challenging time. Rest assured that Assistant City Manager Phil Crowell, Finance Director Jill Eastman, the Department Directors and I will work with you as collaboratively as we can during our budget discussions to produce the most responsible and effective budget possible.

At the beginning of this budget process, I asked the department directors to submit what they needed to fulfill their departments' mission. My budget team - consisting of Finance Director Jill Eastman, Human Resources Director Chris Mumau, and Assistant City Manager Phil Crowell - and I have met with each director, reviewed their requests, and I have, with their input and advice, made the necessary adjustments to meet our personnel and fiscal situation.

My goal with budgeting is always to strive for a balance between the needs of the departments and the importance of minimizing the impact on the taxpayers to the greatest extent possible. I believe this municipal budget accomplishes that goal.

Between 2010 and 2018, municipal revenue sharing was reduced by **60%** statewide. This represented an **aggregate loss to Auburn of \$18.3 million during that time span, in addition to state exemptions of \$132 million that have negated our growth in property valuation of \$112 million**. This has put extreme pressure on the municipal budget and led inevitably to higher-than-average increases in Auburn's tax rate.

Fortunately, beginning last year, Governor Mills and the Legislature began restoring municipal revenue sharing. As a result, we had a less than 1 percent tax increase on the municipal side. This year, we have conservatively estimated our revenue increase at \$1.3 million, including an increase in municipal revenue sharing of \$900,000 which in this uncertain economy still leaves us with \$200,000 less than what we are supposed to receive.

There are several key factors that are driving our budget. On the municipal side, there is an **operational increase of \$1,301,650 (following my cuts of \$508,723)**. The increase includes a 2% "cost of living" increase of \$293,000 and a compensation study increase for equipment operators of \$65,000 in order to retain as well as attract employees and stay competitive with other municipalities. There is also an increase of 9% in health insurance costs totaling \$312,697.

Another important change is a **debt service increase of \$243,045** due to interest on the city's debt. In addition, there is **an increase of \$336,824 for Intergovernmental Programs**, with an increase of \$147,217 for County Taxes, (\$10,000) for the Auburn-Lewiston Airport, \$176,921 for the Lewiston-Auburn Transit Committee to restore full bus service to Auburn, as well as \$22,686 for LA 911.

## BUDGET OVERVIEW

The FY21 proposed expenditures can be divided into three categories as follows, with a total tax levy increase of 2.90%:

- City expenditures have increased by \$1,544,695, with an increase to the tax levy of \$78,856 or 0.32%;
- Intergovernmental expenditures have increased by \$336,824 with an increase to the tax levy of \$336,824 or 7.64%; and
- School Department expenditures have increased by \$1,434,407 with an increase to the tax levy of \$940,094 or 5.25%.

The above figures represent a total increase to the tax levy of \$1,355,774 or 2.90%, and an increase to the tax rate of **\$0.86 or 3.63%**.

## BUDGET HIGHLIGHTS

The budget highlights can be divided into three areas:

**Organization                      Management                      Capital Needs**

### ORGANIZATION

Historically, our health insurance increases have been averaging 5-10%, calculated according to the cost of healthcare overall, the claims of the Health Trust as a whole, and the claims history of our employees. Fortunately, Auburn has a very good claim history. Auburn has budgeted a 9% increase in FY21, which is due partly as a result of an overall plan increase, as well as the trend of health insurance nationally. This translates into increased costs of \$316,000 annually and underscores the importance of continuing our wellness efforts. This is a result of a strong team effort by our Wellness Committee and our Human Resources team, who are heavily involved in these activities and also work closely with our part-time Wellness Advisor. We need to continue to emphasize and prioritize our employee wellness program activities, with specific goals and objectives. We will continue the efforts that are underway and build upon them to continually foster a culture of health and well-being.

On the economic development front, building permits and construction have continued to be a hallmark of the City. The health pandemic that we are now experiencing with the coronavirus threatens to slow down the progress that we have seen the past three years. Only time will tell

how much of an impact it has on our local economy. It is our hope that the work the City has done to create and implement a Strategic Plan for Auburn city government will help provide the City Manager's Office and our elected officials with a roadmap forward to address both present and future needs of the City.

With our Strategic Plan, we are better positioned to address opportunities and challenges that we face as a community. Plan recommendations range from steps that we can take to foster greater economic vitality and walkability in the downtown, to encouraging more activities focused on the riverfront, to initiatives like sports tourism and promoting Auburn as a "City of Events." The strategies also include the development of a Communications Plan. This budget addresses this specific strategy by transferring our Great Falls TV technician and GIS Manager into a new Community Outreach Division of the City Manager's Office, headed by our Communications & Compliance Manager/PIO Liz Allen.

## MANAGEMENT

As described above, there is a personnel change with a transfer of two positions from the Information Technology Department into the City Manager's Office. The only fiscal impact to this change is the addition of \$5,000 to help with better communications. There were several new positions requested. The Police Department requested a full-time accreditation manager, as well as someone to handle the law enforcement component of the process for verifying the legitimacy of the marijuana businesses. A second GIS professional was requested to strengthen our capacity in the IT Department. I am not recommending these positions due to limited resources.

I believe the new position of Deputy Finance Director is a priority for succession purposes, with the Finance Director planning to retire within the next couple of years, as well as the need for another finance professional to assist with budget preparation, financial reporting and analysis. While I believe the other positions would add value to the city in their respective positions, we cannot afford to add these positions when we are working to keep the mil rate under control as much as possible.

## CAPITAL NEEDS

The City has a Capital Improvement Plan (CIP) as a planning document for projected capital needs over the next five years. Long-range capital planning is a vital management tool for the city and is a key tenet to the capital improvement planning for any well-managed, forward thinking community. Our goal is to balance the community's infrastructure needs with the financial capacity of the City. I have asked each Department Director with CIP item(s) to prioritize them.

This is a challenging CIP, with a bonded goal of \$9.5 million and requests of nearly \$17 million. As I stated during my presentation of the 5 Year CIP, **there are a number of capital items that are supportive of the City's Strategic Plan.** I offer a reminder that our Strategic Plan is a highly valuable tool that the Council, Mayor, City Manager's Office and Department Directors

can utilize as an important and necessary step for making decisions on funding for present and future capital needs.

City officials will need to continue to look for opportunities to invest in the future, such as making investments in our downtown and the future development of the Great Falls Plaza as envisioned many years ago; as well as positioning ourselves to become a "City of Events" by entering a public/private partnership for a performance stage for a minimum of 10 events a year, like our New Year's celebrations which have been resoundingly successful. You will find more information on the CIP in your budget books. Listed below is a summary of some of my bonded and unbonded recommendations.

- Auburn-Lewiston Airport: \$450,000
- Economic Development & Planning: \$845,000
- Facilities: \$530,000
- Fire & EMS: \$633,000
- LATC: \$50,000
- Police: \$310,000
- Public Works: \$6,532,000
- Recreation & Sports Facilities: \$360,000
- Education: \$1,000,000

## CONCLUSION

Finally, I would like to thank the Department Directors and their teams for the work they have done on the budget, and my budget team: Finance Director Jill Eastman, Human Resources Director Chris Mumau, and Assistant City Manager Phil Crowell, for their many hours devoted to the proposed budget. A special thanks to the Finance Director Jill Eastman for all her work in the preparation of this proposed budget.

We look forward to working with you to have a smooth and constructive budgetary process, especially while conducting it remotely. **I know that we share a common goal is to meet the most critical needs of the organization while minimizing the impact on our taxpayers to the greatest extent possible.**

Sincerely,

Peter J. Crichton  
City Manager

CITY OF AUBURN  
FY 2021 EXPENDITURES  
COMPARISON FY20 AND FY21 BUDGETS

	COUNCIL ADOPTED BUDGET FY 19-20	DEPARTMENT PROPOSED BUDGET FY 20-21	MANAGER PROPOSED BUDGET FY 20-21	\$ Change	% Change
<b>City Expenses</b>					
Operating Expenses	30,061,555	31,871,928	31,363,205	1,301,650	4.33%
Debt Service/TIF	10,384,493	10,627,538	10,627,538	243,045	2.34%
<b>Total City Expenses</b>	<b>40,446,048</b>	<b>42,499,466</b>	<b>41,990,743</b>	<b>1,544,695</b>	<b>3.82%</b>
<b>School Expenses</b>					
Operating Expenses	44,594,669	46,089,477	45,918,693	1,324,024	2.97%
Debt Service	742,768	682,367	682,367	(60,401)	-8.13%
<b>Total School Expenses</b>	<b>45,337,437</b>	<b>46,771,844</b>	<b>46,601,060</b>	<b>1,263,623</b>	<b>2.79%</b>
<b>Intergovernmental</b>					
Intergovernmental	1,926,442	2,137,199	2,116,049	189,607	9.84%
County Tax	2,482,721	2,631,685	2,629,938	147,217	5.93%
<b>Total Intergovernmental</b>	<b>4,409,163</b>	<b>4,768,884</b>	<b>4,745,987</b>	<b>336,824</b>	<b>7.64%</b>
<b>Total Expenses</b>	<b>90,192,648</b>	<b>94,040,194</b>	<b>93,337,790</b>	<b>3,145,142</b>	<b>3.49%</b>
<b>Less: Non-Tax Revenues</b>					
City	15,946,974	15,742,813	17,412,813	1,465,839	9.19%
School	27,440,176	27,934,489	27,934,489	494,313	1.80%
<b>Total Non-Tax Revenues</b>	<b>43,387,150</b>	<b>43,677,302</b>	<b>45,347,302</b>	<b>1,960,152</b>	<b>4.52%</b>
<b>Tax Levy</b>					
City	24,499,074	26,756,653	24,577,930	78,856	0.32%
School	17,897,261	18,837,355	18,666,571	769,310	4.30%
Intergovernmental Overlay	4,409,163	4,768,884	4,745,987	336,824	7.64%
<b>Total Tax Levy</b>	<b>46,805,498</b>	<b>50,362,892</b>	<b>47,990,488</b>	<b>1,184,990</b>	<b>2.53%</b>
Total Assessed Value	1,957,006,058	1,957,006,058	1,957,006,058		
Tax Rate					
City	12.52	13.67	12.56	0.04	0.32%
School	9.15	9.63	9.54	0.39	4.30%
Intergovernmental	2.08	2.44	2.43	0.35	16.90%
<b>Total</b>	<b>23.75</b>	<b>25.73</b>	<b>24.52</b>	<b>0.77</b>	<b>3.25%</b>

**CITY OF AUBURN  
FY 2021 REVENUES  
COMPARISON FY20 AND FY21 BUDGETS**

<b>CLASSIFICATION</b>	<b>ACTUAL REVENUE FY 18-19</b>	<b>COUNCIL ADOPTED BUDGET FY 19-20</b>	<b>FINANCE PROPOSED BUDGET FY 20-21</b>	<b>MANAGER PROPOSED BUDGET FY 20-21</b>	<b>Increase (Decrease) from Prior Year Budget</b>	<b>Percentage of Increase (Decrease)</b>
<b>General Government</b>						
Homestead Exemption Reimbursement	1,331,328	1,250,000	1,300,000	1,300,000	50,000	4.00%
Personal Property Reimbursement	2,583,737	2,400,000	2,400,000	3,050,000	650,000	0.00%
Tree Growth Reimbursement	11,185	10,000	10,000	10,000	-	0.00%
Veterans Reimbursement	18,534	18,000	18,000	18,000	-	0.00%
In Lieu of Taxes	75,147	90,000	75,000	75,000	(15,000)	-16.67%
Excise Tax-Vehicles	4,202,060	3,875,000	4,150,000	4,155,000	280,000	7.23%
Excise Tax-Boats	14,352	15,000	15,000	15,000	-	0.00%
Excise Tax-Aircraft	6,201	20,000	20,000	20,000	-	0.00%
State Revenue Sharing	1,747,207	2,389,669	2,589,669	3,289,669	900,000	37.66%
Other State Aid	3,759	4,000	4,000	4,000	-	0.00%
Penalties & Interest	147,438	150,000	150,000	150,000	-	0.00%
Investment Income	79,076	70,000	80,000	80,000	10,000	14.29%
Transfer in from TIF	1,000,000	1,117,818	1,117,818	1,117,818	-	0.00%
Transfer in from Recreation Special Revenue	-	36,416	36,416	36,416	-	0.00%
Transfer in from PAL Center	-	25,000	25,000	25,000	-	0.00%
Transfer in from School Dept (Electrician)	-	18,000	-	-	(18,000)	-100.00%
NSBA Revenue	-	413,865	200,000	200,000	(213,865)	-51.68%
Ingersoll Revenue	-	27,730	-	-	(27,730)	-100.00%
Transfer in from Capital Projects (IT)	-	45,000	-	-	(45,000)	-100.00%
Increase in Fees	-	-	-	90,000	90,000	0.00%
Rental Income (Intermodal)	25,890	35,000	35,000	35,000	-	0.00%
Sale of Property	50,776	20,000	20,000	20,000	-	0.00%
Tax Sharing Revenue	182,594	165,000	165,000	165,000	-	0.00%
Cable Television Franchise	164,982	133,000	110,000	110,000	(23,000)	-17.29%
Cable Television Franchise - City of Lewiston	75,923	63,384	63,384	63,384	-	0.00%
MMWAC Host Fees	225,739	225,000	230,000	230,000	5,000	2.22%
Utility Reimbursement	22,352	20,000	20,000	20,000	-	0.00%
Unclassified	45	10,000	10,000	10,000	-	0.00%
Fund Balance Contribution	-	527,500	250,000	425,000	(102,500)	-19.43%
<b>Total General Government</b>	<b>11,968,325</b>	<b>13,174,382</b>	<b>13,094,287</b>	<b>14,714,287</b>	<b>1,539,905</b>	<b>11.69%</b>

**City Clerk**

Hunting/Fishing/Dogs	3,681	2,000	2,000	2,000	-	0.00%
Neutered Animals	1,721	3,000	3,000	3,000	-	0.00%
Voter Reg List	55	100	100	100	-	0.00%
Clerk/Sale of Copies	57	100	100	100	-	0.00%
City Clerk Notary	1,215	1,500	1,500	1,500	-	0.00%
Banner Hanging Fee	2,250	3,000	-	-	(3,000)	-100.00%
Garage Sale Permits	3,690	3,200	3,200	3,200	-	0.00%
Commercial License	60,970	157,000	157,000	157,000	-	0.00%
Taxi License	1,790	4,000	4,000	4,000	-	0.00%
Marriage License	5,832	5,000	5,000	5,000	-	0.00%
Birth/Death/Marriage Cert	24,733	25,000	25,000	25,000	-	0.00%
Permits - Burial	2,674	7,000	3,500	3,500	(3,500)	-50.00%
Fines-Dog	4,548	3,000	3,000	3,000	-	0.00%
<b>Total City Clerk</b>	<b>113,216</b>	<b>213,900</b>	<b>207,400</b>	<b>207,400</b>	<b>(6,500)</b>	<b>-3.04%</b>

**Finance**

Reg - Vehicles	63,841	60,000	60,000	110,000	50,000	83.33%
<b>Total Finance</b>	<b>63,841</b>	<b>60,000</b>	<b>60,000</b>	<b>110,000</b>	<b>50,000</b>	<b>83.33%</b>

**Community Services-ICT**

GIS/Data & Maps	-	20	20	20	-	0.00%
<b>Total Community Services-ICT</b>	<b>-</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>-</b>	<b>0.00%</b>

**Assessing**

Maps & Copies	-	20	20	20	-	0.00%
<b>Total Assessing</b>	<b>-</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>-</b>	<b>0.00%</b>

**Health & Social Services**

GA Reimbursement	59,473	94,122	90,656	90,656	(3,466)	-3.68%
<b>Total Health &amp; Social Services</b>	<b>59,473</b>	<b>94,122</b>	<b>90,656</b>	<b>90,656</b>	<b>(3,466)</b>	<b>-3.68%</b>

**Planning & Permitting**

Maps & Copies	313	500	500	500	-	0.00%
Departmental Reviews	11,060	16,000	16,000	16,000	-	0.00%
Fire Alarm Inspections	27,800	29,000	29,000	29,000	-	0.00%
Citation Ordinance	4,564	2,000	2,000	2,000	-	0.00%
Advertising Costs	2,700	5,000	5,000	5,000	-	0.00%
Permits - Building	167,027	190,000	110,000	110,000	(80,000)	-42.11%
CDBG Reimbursement for Services	10,250	214,430	214,430	214,430	-	0.00%
Permits - Electrical	37,944	20,000	20,000	20,000	-	0.00%
Permits - Plumbing	22,345	12,000	12,000	12,000	-	0.00%
Permits - Sign	4,749	5,000	5,000	5,000	-	0.00%
<b>Total Planning &amp; Permitting</b>	<b>288,752</b>	<b>493,930</b>	<b>413,930</b>	<b>413,930</b>	<b>(80,000)</b>	<b>-16.20%</b>

**Public Works-Engineering**

Fees - Inspection	21,790	10,000	10,000	10,000	-	0.00%
Fees - Drive Opening	305	200	200	200	-	0.00%
Fees - Bid Documents	-	1,000	1,000	1,000	-	0.00%
Permits - Fill	850	1,000	1,000	1,000	-	0.00%
Permits - Street Opening	19,818	30,000	30,000	30,000	-	0.00%
<b>Total Community Services-Engineering</b>	<b>42,763</b>	<b>42,200</b>	<b>42,200</b>	<b>42,200</b>	-	<b>0.00%</b>

**Fire Department**

Copies of Reports	309	200	200	200	-	0.00%
EMS Transport	1,083,449	1,200,000	1,200,000	1,200,000	-	0.00%
Salvage Calls	-	100	100	100	-	0.00%
Permits - Oil Burner	184	800	800	800	-	0.00%
<b>Total Fire Department</b>	<b>1,083,942</b>	<b>1,201,100</b>	<b>1,201,100</b>	<b>1,201,100</b>	-	<b>0.00%</b>

**Police Department**

Accident & Police	11,189	11,000	11,000	11,000	-	0.00%
Court	8,536	10,000	2,000	2,000	(8,000)	-80.00%
Photos & Tapes	971	800	800	800	-	0.00%
False Alarms	9,270	12,500	8,500	8,500	(4,000)	-32.00%
Veh Rel/Non Driver	2,255	2,000	2,000	2,000	-	0.00%
Veh Rel/Driver Licence	7,475	9,000	7,000	7,000	(2,000)	-22.22%
MDEA Reimbursement	172,582	170,000	150,000	150,000	(20,000)	-11.76%
Permits - Firearms	2,248	2,000	1,900	1,900	(100)	-5.00%
Fines - Parking Violations	61,046	50,000	50,000	50,000	-	0.00%
<b>Total Police Department</b>	<b>275,572</b>	<b>267,300</b>	<b>233,200</b>	<b>233,200</b>	<b>(34,100)</b>	<b>-12.76%</b>

**Public Works**

State/Local Road Assistance	403,684	400,000	400,000	400,000	-	0.00%
<b>Total Public Works</b>	<b>403,684</b>	<b>400,000</b>	<b>400,000</b>	<b>400,000</b>	-	<b>0.00%</b>

<b>Total Municipal</b>	<b>14,299,568</b>	<b>15,946,974</b>	<b>15,742,813</b>	<b>17,412,813</b>	<b>1,465,839</b>	<b>9.19%</b>
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**School Department**

Reg Secondary Tuition	165,026	165,026	115,466	115,466	(49,560)	-30.03%
SOS Tuition	38,499	50,000	50,000	50,000	-	0.00%
Adult Ed Tuition	38,845	93,300	93,300	93,300	-	0.00%
State Subsidy for Education	23,838,240	25,249,723	25,637,180	25,637,180	387,457	1.53%
Debt Service Reimbursement	624,159	601,933	579,894	579,894	(22,039)	-3.66%
Special Ed/Mainecare	148,044	140,692	140,000	140,000	(692)	-0.49%
State Agency Clients	114,474	50,000	50,000	50,000	-	0.00%
State Aid for Adult Education	94,206	94,206	98,649	98,649	4,443	4.72%
Miscellaneous	126,174	68,000	120,000	120,000	52,000	76.47%
Daycare Rent		50,000	50,000	50,000	-	0.00%

Fund Balance		877,296	1,000,000	1,000,000	122,704	0.00%
<b>Total School</b>	<b>25,187,667</b>	<b>27,440,176</b>	<b>27,934,489</b>	<b>27,934,489</b>	<b>494,313</b>	<b>1.80%</b>

Total Non-Property Tax Revenue - Municipal	14,299,568	15,946,974	15,742,813	17,412,813	<b>1,465,839</b>	9.19%
Total Non-Property Tax Revenue - School	25,187,667	27,440,176	27,934,489	27,934,489	<b>494,313</b>	1.80%
Total Non-Property Tax Revenue - Intergovernmental	-	-	-	-	-	
<b>Total Non-Property Tax Revenue</b>	<b>39,487,235</b>	<b>43,387,150</b>	<b>43,677,302</b>	<b>45,347,302</b>	<b>1,960,152</b>	<b>4.52%</b>

Total Proposed Budget - Municipal		40,446,048	42,499,466	41,990,743	<b>1,544,695</b>	3.82%
Total Proposed Budget - School		45,337,437	46,771,844	46,601,060	<b>1,263,623</b>	2.79%
Total Proposed Budget - Intergovernmental		4,409,163	4,768,884	4,745,987	<b>336,824</b>	7.64%
<b>Total Proposed Budget</b>		<b>90,192,648</b>	<b>94,040,194</b>	<b>93,337,790</b>	<b>3,145,142</b>	<b>3.49%</b>

Total Property Tax Dollars Needed - Municipal		24,499,074	26,756,653	24,577,930	78,856	0.32%
Total Property Tax Dollars Needed - School		17,897,261	18,837,355	18,666,571	769,310	4.30%
Total Property Tax Dollars Needed - Intergovernmental		4,409,163	4,768,884	4,745,987	336,824	7.64%
<b>Total Property Tax Dollars Needed</b>		<b>46,805,498</b>	<b>50,362,892</b>	<b>47,990,488</b>	<b>1,184,990</b>	<b>2.53%</b>

CITY OF AUBURN  
FY 2021 EXPENDITURES  
COMPARISON FY20 AND FY21 BUDGETS

CLASSIFICATION	COUNCIL ADOPTED BUDGET FY 19-20	DEPARTMENT PROPOSED BUDGET FY 20-21	MANAGER PROPOSED BUDGET FY 20-21	Increase (Decrease) from Prior Year Budget	Percentage of Increase (Decrease)
<b><u>Administration</u></b>					
City Clerk	207,139	217,846	217,846	10,707	5.17%
City Manager	582,119	827,545	818,095	235,976	40.54%
Finance	734,597	827,849	827,849	93,252	12.69%
Human Resources	153,182	157,057	157,057	3,875	2.53%
IT	713,729	656,260	609,260	(104,469)	-14.64%
Mayor & Council	123,137	124,030	124,030	893	0.73%
<b>Total Administration</b>	<b>2,513,903</b>	<b>2,810,587</b>	<b>2,754,137</b>	<b>240,234</b>	<b>9.56%</b>
<b><u>Community Services</u></b>					
Health & Social Services					
Administration	76,911	78,407	78,407	1,496	1.95%
Assistance	134,460	120,875	120,875	(13,585)	-10.10%
Economic and Community Development	1,333,724	1,353,966	1,339,047	5,323	0.40%
Recreation	448,575	513,474	495,474	46,899	10.46%
Public Library	1,006,217	1,031,533	1,031,533	25,316	2.52%
<b>Total Community Services</b>	<b>2,999,887</b>	<b>3,098,255</b>	<b>3,065,336</b>	<b>65,449</b>	<b>2.18%</b>
<b><u>Fiscal Services</u></b>					
Debt Service	7,334,690	7,577,735	7,577,735	243,045	3.31%
Emergency Reserve	445,802	461,230	461,230	15,428	3.46%
Facilities	667,128	667,494	667,494	366	0.05%
Transfer to TIF	3,049,803	3,049,803	3,049,803	0	0.00%
Fringe Benefits	6,797,826	7,040,486	7,040,486	242,660	3.57%
Workers' Compensation	637,910	676,910	641,910	4,000	0.63%
<b>Total Fiscal Services</b>	<b>18,933,159</b>	<b>19,473,658</b>	<b>19,438,658</b>	<b>505,499</b>	<b>2.67%</b>
<b><u>Public Safety</u></b>					
Fire & EMS Transport	5,211,262	5,389,100	5,359,800	148,538	2.85%
Police	4,275,323	4,660,488	4,430,434	155,111	3.63%
<b>Total Public Safety</b>	<b>9,486,585</b>	<b>10,049,588</b>	<b>9,790,234</b>	<b>303,649</b>	<b>3.20%</b>

<b>Public Services</b>					
Public Works	4,836,798	5,223,344	5,098,344	261,546	5.41%
Solid Waste	1,030,500	1,038,818	1,038,818	8,318	0.81%
Water & Sewer	645,216	805,216	805,216	160,000	24.80%
<b>Total Public Works</b>	<b>6,512,514</b>	<b>7,067,378</b>	<b>6,942,378</b>	<b>429,864</b>	<b>6.60%</b>

<b>Total Municipal</b>	<b>40,446,048</b>	<b>42,499,466</b>	<b>41,990,743</b>	<b>1,544,695</b>	<b>3.82%</b>
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<b>Intergovernmental Programs</b>					
County Taxes	2,482,721	2,631,685	2,629,938	147,217	5.93%
Tax Sharing	270,000	270,000	270,000	0	0.00%
Auburn-Lewiston Municipal Airport	191,000	181,000	181,000	(10,000)	-5.24%
Lew-Aub Transit Committee	331,138	529,209	508,059	176,921	53.43%
Lew-Aub 911 Communications Center	1,134,304	1,156,990	1,156,990	22,686	2.00%
<b>Total Intergovernmental Programs</b>	<b>4,409,163</b>	<b>4,768,884</b>	<b>4,745,987</b>	<b>359,721</b>	<b>8.16%</b>

<b>Grand Total Municipal</b>	<b>44,855,211</b>	<b>47,268,350</b>	<b>46,736,730</b>	<b>1,904,416</b>	<b>4.25%</b>
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Education Operation	44,594,669	46,089,477	45,918,693	1,324,024	2.97%
Education Debt Service	742,768	682,367	682,367	(60,401)	-8.13%
<b>Total School</b>	<b>45,337,437</b>	<b>46,771,844</b>	<b>46,601,060</b>	<b>1,263,623</b>	<b>2.79%</b>

<b>Total Budget</b>	<b>90,192,648</b>	<b>94,040,194</b>	<b>93,337,790</b>	<b>3,145,142</b>	<b>3.49%</b>
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Non-Property Tax Revenue					
Municipal	15,946,974	15,742,813	17,412,813	1,465,839	9.19%
Education	27,440,176	27,934,489	27,934,489	494,313	1.80%
Intergovernmental	0	0	0	0	
<b>Total</b>	<b>43,387,150</b>	<b>43,677,302</b>	<b>45,347,302</b>	<b>1,960,152</b>	<b>4.52%</b>

Property Tax Dollars Needed					
Municipal	24,499,074	26,756,653	24,577,930	78,856	0.32%
Education	17,897,261	18,837,355	18,666,571	769,310	4.30%

Intergovernmental	4,409,163	4,768,884	4,745,987	336,824	7.64%
<b>Total</b>	<b>46,805,498</b>	<b>50,362,892</b>	<b>47,990,488</b>	<b>1,184,990</b>	<b>2.53%</b>

<b>Property Tax Rate</b>	<b>23.96</b>	<b>25.73</b>	<b>24.52</b>	<b>0.57</b>	<b>2.36%</b>
<b>Based on Assessed Values of :</b>	<b>1,957,006,058</b>	<b>1,957,006,058</b>	<b>1,957,006,058</b>		

<b>Property Tax Rate</b>					
<b>Municipal Tax Rate</b>	<b>\$12.52</b>	<b>\$13.67</b>	<b>\$12.56</b>	<b>\$0.04</b>	<b>0.32%</b>
<b>Education Tax Rate</b>	<b>\$9.15</b>	<b>\$9.63</b>	<b>\$9.54</b>	<b>\$0.39</b>	<b>4.30%</b>
<b>Intergovernmental Tax Rate</b>	<b>\$2.08</b>	<b>\$2.44</b>	<b>\$2.43</b>	<b>\$0.35</b>	<b>16.63%</b>
	<b>\$23.75</b>	<b>\$25.73</b>	<b>\$24.52</b>	<b>\$0.77</b>	<b>3.26%</b>

# City of Auburn

## Master List

Fiscal Year 2021  
Proposed 3.30.2020

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
<b><i>Mayor and Council</i></b>							
Regular Salaries	16,600	16,600	16,600	16,600	0	0	0.0%
PS -General	36,561	54,150	54,150	54,150	0	0	0.0%
Special Events	25,000	25,000	25,000	25,000	0	0	0.0%
Office Supplies	1,099	500	550	550	0	50	10.0%
Travel-Mileage	547	500	500	500	0	0	0.0%
Dues & Subscriptions	27,402	26,387	27,230	27,230	0	843	3.2%
<b>TOTAL</b>	<b>107,209</b>	<b>123,137</b>	<b>124,030</b>	<b>124,030</b>	<b>-</b>	<b>893</b>	<b>0.7%</b>
<b><i>City Manager</i></b>							
Regular Salaries	344,382	451,862	642,088	587,088	0	135,226	29.9%
PS - General	18,587	8,800	8,000	75,500	0	66,700	758.0%
PS-Legal Services	87,963	80,000	90,000	90,000	0	10,000	12.5%
PS-Community Outreach	0	0	43,000	18,000	0	18,000	
Office Supplies	3,528	3,000	4,500	4,500	0	1,500	50%
Comm - Telephone	1,540	1,680	1,680	1,680	0	0	0%
Special Events	12,944	12,500	12,500	12,500	0	0	0%
Training & Tuition	6,117	12,200	12,200	15,200	0	3,000	25%
Travel-Mileage	6,700	7,400	7,400	7,450	0	50	1%
Dues & Subscriptions	4,279	4,677	6,177	6,177	0	1,500	32%
<b>TOTAL</b>	<b>486,040</b>	<b>582,119</b>	<b>827,545</b>	<b>818,095</b>	<b>-</b>	<b>235,976</b>	<b>40.5%</b>
<b><i>City Clerk</i></b>							
Regular Salaries	143,822	142,814	154,835	154,835	0	12,021	8%
OT- Regular	1,875	1,000	1,500	1,500	0	500	50%
Office Supplies	977	1,725	1,725	1,725	0	0	0%
Other Sup - Voter	3,292	6,036	5,500	5,500	0	(536)	-9%
Repairs - Equipment	0	300	300	300	0	0	0%
Training & Tuition	774	900	1,910	1,910	0	1,010	112%

# City of Auburn

## Master List

Fiscal Year 2021  
Proposed 3.30.2020

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Advertising	803	1,000	1,000	1,000	0	0	0%
Professional Services	2,062	5,000	5,000	5,000	0	0	0%
Travel-Mileage	909	2,500	950	950	0	(1,550)	-62%
Dues & Subscriptions	654	604	650	650	0	46	8%
Wardens & Ward Clerks	17,224	32,260	28,186	28,186	0	(4,074)	-13%
Voting Machines	4,702	11,000	10,290	10,290	0	(710)	-6%
Election Equipment	0	0	6,000	6,000	0	6,000	0%
Record Restoration	1,222	2,000	0	0	0	(2,000)	-100%
<b>TOTAL</b>	<b>178,316</b>	<b>207,139</b>	<b>217,846</b>	<b>217,846</b>	<b>-</b>	<b>10,707</b>	<b>5.2%</b>

### ***Finance Department***

Regular Salaries	661,997	677,797	769,999	769,999	-	92,202	14%
Longevity Bonus	500	1,400	-	-	-	(1,400)	-100%
PS - General	28,893	37,500	38,500	38,500	-	1,000	3%
Reports, Printing, & Binding	2,284	2,500	2,500	2,500	-	0	0%
Office Supplies	5,023	5,500	5,500	5,500	-	0	0%
Training & Tuition	3,455	4,650	4,650	4,650	-	0	0%
Dues & Subscriptions	1,779	2,500	2,750	2,750	-	250	10%
PS - Recording Fee	-	300	300	300	-	0	0%
MV Sup - Gas & Oil	103	300	500	500	-	200	67%
Advertising	264	300	300	300	-	0	0%
Travel-Mileage	295	750	750	750	-	0	0%
Telephone	-	600	600	600	-	0	0%
Repairs - Vehicles	257	500	1,500	1,500	-	1,000	200%
<b>TOTAL</b>	<b>704,850</b>	<b>734,597</b>	<b>827,849</b>	<b>827,849</b>	<b>-</b>	<b>93,252</b>	<b>12.7%</b>

### ***Human Resources***

Regular Salaries	135,251	135,252	137,957	137,957	0	2,705	2%
Other Sup-Operating	172	1,200	1,200	1,200	0	0	0%

# City of Auburn

## Master List

Fiscal Year 2021  
Proposed 3.30.2020

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
PS-Professional Development	0	2,000	2,000	2,000	0	0	0%
PS - Emp Assist Program	0	850	1,000	1,000	0	150	18%
PS - Drug Testing & Physicals	2,968	3,630	4,200	4,200	0	570	16%
PS - Testing	787	1,700	1,700	1,700	0	0	0%
Office Supplies	766	350	500	500	0	150	43%
Training & Tuition	1,761	3,000	3,000	3,000	0	0	0%
Advertising	2,200	3,000	3,000	3,000	0	0	0%
Travel-Mileage	0	100	100	100	0	0	0%
Travel-Seminar Costs	0	1,500	1,800	1,800	0	300	20%
Dues & Subscriptions	363	600	600	600	0	0	0%
<b>TOTAL</b>	<b>144,268</b>	<b>153,182</b>	<b>157,057</b>	<b>157,057</b>	<b>-</b>	<b>3,875</b>	<b>2.5%</b>

### **Information Technology**

Regular Salaries	284,493	294,329	233,173	186,173	0	(108,156)	-37%
Longevity Bonus	0	300	300	300	0	0	0%
PS - General	13,266	14,000	14,000	9,000	0	(5,000)	-36%
Other Sup - Operating	2,231	2,000	2,000	2,000	0	0	0%
Computer Hardware	12,756	16,000	18,000	18,000	0	2,000	13%
Repairs - Equipment	2,289	1,500	1,500	1,500	0	0	0%
Training & Tuition	4,425	5,800	6,000	6,000	0	200	3%
Travel-Mileage	441	400	400	400	0	0	0%
Travel-Seminar Costs	475	5,700	6,000	6,000	0	300	5%
Computer Software	2,353	10,000	8,000	13,000	0	3,000	30%
Software Licensing	187,495	318,700	321,887	321,887	0	3,187	1%
Comm - Network	26,253	45,000	45,000	45,000	0	0	0%
<b>TOTAL</b>	<b>536,477</b>	<b>713,729</b>	<b>656,260</b>	<b>609,260</b>	<b>-</b>	<b>(104,469)</b>	<b>-14.6%</b>

### **Health & Social Services--Administration**

Regular Salaries	74,431	74,661	76,147	76,147	0	1,486	2%
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# City of Auburn

## Master List

Fiscal Year 2021  
Proposed 3.30.2020

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Office Supplies	204	300	300	300	0	0	0%
Other Sup-Operating	230	800	750	750	0	(50)	-6%
Training & Tuition	278	300	350	350	0	50	17%
Travel-Mileage	42	250	250	250	0	0	0%
Travel-Seminar Costs	548	540	550	550	0	10	2%
Dues & Subscriptions	60	60	60	60	0	0	0%
<b>TOTAL</b>	<b>75,793</b>	<b>76,911</b>	<b>78,407</b>	<b>78,407</b>	<b>-</b>	<b>1,496</b>	<b>1.9%</b>

### **Health & Social Services--Assistance**

PA - Electrical	2,319	6,000	4,000	4,000	0	(2,000)	-33%
PA - Medical	657	5,500	3,500	3,500	0	(2,000)	-36%
PA - Burial	1,431	4,710	5,125	5,125	0	415	9%
PA - Fuel	315	1,000	1,000	1,000	0	0	0%
PA - Provisions	3,115	6,000	6,000	6,000	0	0	0%
PA - Rent	68,111	110,000	100,000	100,000	0	(10,000)	-9%
PA - Other	995	1,250	1,250	1,250	0	0	0%
<b>TOTAL</b>	<b>76,943</b>	<b>134,460</b>	<b>120,875</b>	<b>120,875</b>	<b>-</b>	<b>(13,585)</b>	<b>-10.1%</b>

### **Economic and Community Development**

Regular Salaries	658,360	921,264	962,440	962,440	0	41,176	4%
Longevity Bonus	0	1,000	400	400	0	(600)	-60%
Uniform Allowance	927	1,000	1,400	1,400	0	400	40%
OT - Regular	12,067	17,770	25,000	25,000	0	7,230	41%
PS - General	68,880	85,840	82,840	69,840	0	(16,000)	-19%
Office Supplies	1,197	1,600	1,600	1,600	0	0	0%
Other Sup - Operating	2,243	2,200	3,200	3,200	0	1,000	45%
Other Sup - Safety Equipment	2,825	3,000	2,000	2,000	0	(1,000)	-33%
MV Sup - Tires/Tube/Chain	65	900	900	900	0	0	0%
MV Sup - Gas & Oil	3,062	3,463	3,500	3,500	0	37	1%

# City of Auburn

## Master List

Fiscal Year 2021  
Proposed 3.30.2020

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Comm - Telephone	7,360	4,347	4,347	4,347	0	0	0%
Utilities - Electricity	286,079	163,960	166,819	145,000	0	(18,960)	-12%
Utilities - Bottled Gas	1,895	0				0	0%
Repairs - Vehicles	2,523	3,700	3,700	3,700	0	0	0%
Repairs - Equipment	8,378	5,500	5,500	5,500	0	0	0%
Repairs - Street Lights	5,374	7,000	18,000	18,000	0	11,000	157%
Repairs - Traffic Signal Maint	6,377	10,000	30,000	20,000	0	10,000	100%
Training & Tuition	2,228	4,135	4,135	4,135	0	0	0%
Advertising	2,495	3,360	3,500	3,500	0	140	4%
Travel-Mileage	1,365	1,200	1,200	1,200	0	0	0%
Travel-Seminar Costs	1,307	1,600	1,600	1,600	0	0	0%
Dues & Subscriptions	28,890	31,885	31,885	32,385	0	500	2%
Capital Operating	4,179	59,000	0	29,400	0	(29,600)	-50%
<b>TOTAL</b>	<b>1,108,076</b>	<b>1,333,724</b>	<b>1,353,966</b>	<b>1,339,047</b>	<b>-</b>	<b>5,323</b>	<b>0.4%</b>

### **Recreation**

Regular Salaries	269,248	238,191	267,559	267,559	0	29,368	12%
Sal-Rec Part-Time	39,271	27,000	37,000	32,000	0	5,000	19%
Longevity Bonus	0	300	0	0	0	(300)	-100%
OT-Regular	801	2,276	3,500	2,500	0	224	10%
Uniform Allowance	0	0	400	400	0	400	0%
PS - General	9,328	22,662	15,000	15,000	0	(7,662)	-34%
Medical Supplies	303	300	450	450	0	150	50%
Office Supplies	3,796	3,500	4,500	4,500	0	1,000	29%
Other Sup-Janitorial	3,769	4,000	6,000	6,000	0	2,000	50%
Other Sup-Operating	7,312	5,000	10,000	10,000	0	5,000	100%
Other Sup - Maintenance	6,744	2,350	6,800	6,800	0	4,450	189%
MV Sup-Tires/Tube/Chain	0	500	750	750	0	250	50%
MV Sup-Gas & Oil	240	1,125	1,125	1,125	0	0	0%

# City of Auburn

## Master List

Fiscal Year 2021  
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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Utilities - Water/Sewer	10,713	15,000	17,800	17,800	0	2,800	19%
Comm - Telephone	2,052	3,190	3,940	3,940	0	750	24%
Utilities - Electricity	12,412	15,590	16,250	16,250	0	660	4%
Utilities - Natural Gas	23,114	34,976	36,500	36,500	0	1,524	4%
Repairs - Buildings	17,303	9,350	16,500	12,000	0	2,650	28%
Repairs - Vehicles	972	1,000	2,500	2,500	0	1,500	150%
Repairs - Equipment	344	1,000	1,000	1,000	0	0	0%
Repairs - Maintenance Contr:	2,426	2,915	3,350	3,350	0	435	15%
Training & Tuition	3,835	2,500	3,000	3,000	0	500	20%
Comm - Postage	91	350	350	350	0	0	0%
Travel-Mileage	146	500	500	500	0	0	0%
Dues & Subscriptions	1,746	2,000	3,200	3,200	0	1,200	60%
Community Programs	38,497	53,000	55,500	48,000	0	(5,000)	-9%
<b>TOTAL</b>	<b>454,463</b>	<b>448,575</b>	<b>513,474</b>	<b>495,474</b>	<b>-</b>	<b>46,899</b>	<b>10.5%</b>
<b>Public Library</b>							
Public Library	998,189	1,006,217	1,031,533	1,031,533	0	25,316	3%
<b>TOTAL</b>	<b>998,189</b>	<b>1,006,217</b>	<b>1,031,533</b>	<b>1,031,533</b>	<b>-</b>	<b>25,316</b>	<b>2.5%</b>
<b>Debt Service</b>							
Principal	5,701,344	6,261,310	6,166,003	6,166,003		(95,307)	-2%
Interest	1,007,693	1,073,380	1,411,732	1,411,732		338,352	32%
<b>TOTAL</b>	<b>6,709,037</b>	<b>7,334,690</b>	<b>7,577,735</b>	<b>7,577,735</b>	<b>-</b>	<b>243,045</b>	<b>3.3%</b>
<b>Facilities</b>							
Regular Salaries	17,624	22,961	23,898	23,898	0	937	4%
Advertising	211	250	250	250	0	0	0%
PS - General	106,561	106,776	105,048	105,048	0	(1,728)	-2%
Repairs - Buildings	6,968	10,500	10,500	10,500	0	0	0%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Repairs - Equipment	970	3,000	3,000	3,000	0	0	0%
Travel - Mileage Reimburse	439	750	750	750	0	0	0%
Other Sup-Operating	10,856	11,200	11,200	11,200	0	0	0%
Tax Acquired Property Exp	4,041	2,500	1,500	1,500	0	(1,000)	-40%
Comm - Telephone	4,280	4,500	4,500	4,500	0	0	0%
Utilities - Water/Sewer	3,474	3,950	4,267	4,267	0	317	8%
Utilities - Natural Gas	36,447	37,158	38,273	38,273	0	1,115	3%
Utilities - Electricity	57,717	75,000	68,000	68,000	0	(7,000)	-9%
Comm - Postage	21,450	33,808	29,808	29,808	0	(4,000)	-12%
Photocopiers	14,248	31,000	31,000	31,000	0	0	0%
Insurance Premiums	261,830	279,275	291,000	291,000	0	11,725	4%
Insurance Deductibles	36,474	24,500	24,500	24,500	0	0	0%
Operating Capital Expenditur	3,014	20,000	20,000	20,000	0	0	0%
<b>TOTAL</b>	<b>586,604</b>	<b>667,128</b>	<b>667,494</b>	<b>667,494</b>	<b>-</b>	<b>366</b>	<b>0.1%</b>
<b>Workers Compensation</b>							
WC Operating Transfer	581,360	637,910	676,910	641,910	0	39,000	6%
<b>TOTAL</b>	<b>581,360</b>	<b>637,910</b>	<b>676,910</b>	<b>641,910</b>	<b>-</b>	<b>4,000</b>	<b>0.6%</b>
<b>Fringe Benefits</b>							
Health Insurance	3,068,021	3,427,258	3,739,955	3,739,955	0	312,697	9%
FICA/Medicare	619,372	690,561	715,681	715,681	0	25,120	4%
MSRS Retirement	1,335,884	1,498,597	1,578,870	1,578,870	0	80,273	5%
ICMA Retirement	380,144	329,410	220,980	220,980	0	(108,430)	-33%
City Pension	41,798	52,000	25,000	25,000	0	(27,000)	-52%
Cafeteria Plan	241,047	220,000	275,000	275,000	0	55,000	25%
RHSP (Fire)	0	145,000	0	0	0	(145,000)	-100%
Health Reimbursement Accou	202,083	280,000	280,000	280,000	0	0	0%
Unemployment	19,708	25,000	25,000	25,000	0	0	0%

# City of Auburn

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Salary Reserves	48,902	130,000	180,000	180,000	0	50,000	38%
<b>TOTAL</b>	<b>5,956,959</b>	<b>6,797,826</b>	<b>7,040,486</b>	<b>7,040,486</b>	<b>-</b>	<b>242,660</b>	<b>3.6%</b>

### Emergency Reserve

Emergency Reserve	0	445,802	461,230	461,230	0	15,428	3%
<b>TOTAL</b>	<b>-</b>	<b>445,802</b>	<b>461,230</b>	<b>461,230</b>	<b>-</b>	<b>15,428</b>	<b>3.5%</b>

### Fire

Regular Salaries	3,329,238	3,555,143	3,746,909	3,746,909	0	191,766	5%
Acting Rank	9,727	8,458	9,000	9,000	0	542	6%
Holiday Pay	150,714	176,860	186,283	186,283	0	9,423	5%
Uniform Allowance	38,298	39,780	39,555	39,555	0	(225)	-1%
Physicals	7,641	3,828	4,000	4,000	0	172	4%
OSHA Safety Costs	10,418	8,500	10,000	10,000	0	1,500	18%
Protective Clothing	53,883	32,500	32,500	32,500	0	0	0%
OT - Vac Replacement	12,094	10,000	10,500	10,500	0	500	5%
OT - Sick Replace LT	49,556	50,000	53,000	53,000	0	3,000	6%
OT - Sick Replace ST	131,098	130,000	137,500	137,500	0	7,500	6%
OT - Mandatory Training	28,701	25,000	25,000	25,000	0	0	0%
OT - Extra Assignments	67,061	30,000	31,185	31,185	0	1,185	4%
OT - Vacancies/Retirement	124,174	22,050	22,932	22,932	0	882	4%
OT - Work Related Injuries	9,061	15,000	15,750	15,750	0	750	5%
OT - Meetings	3,968	8,925	9,708	9,708	0	783	9%
OT - Funeral Leave	6,136	5,000	5,000	5,000	0	0	0%
OT - Multiple Alarms	9,714	6,000	9,000	9,000	0	3,000	50%
PS - General	4,584	16,000	4,000	4,000	0	(12,000)	-75%
PS - Uniform Cleaning	0	210	210	210	0	0	0%
Office Supplies	2,861	3,000	3,000	3,000	0	0	0%
Other Sup - Fire Prevention	1,859	9,000	9,000	9,000	0	0	0%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Other Sup - Maintenance	9,732	6,865	7,000	7,000	0	135	2%
Other Sup - Fire Training	951	6,000	6,000	6,000	0	0	0%
Other Sup - Medical	0	0	0	0	0	0	0%
Other Sup - Small Tools	3,741	17,000	17,700	17,700	0	700	4%
Other Sup - Other	5,693	8,000	8,000	8,000	0	0	0%
MV Sup - Tires/Tube/Chain	11,668	5,800	3,000	3,000	0	(2,800)	-48%
MV Sup - Gas & Oil	4,529	3,000	5,800	5,800	0	2,800	93%
Utilities - Water/Sewer	7,202	6,800	7,560	7,560	0	760	11%
Comm - Telephone	5,327	8,385	8,300	8,300	0	(85)	-1%
Utilities - Natural Gas	17,251	20,000	20,000	20,000	0	0	0%
Utilities - Electricity	22,239	33,000	30,000	30,000	0	(3,000)	-9%
Utilities - Bottled Gas	1,024	2,000	1,500	1,500	0	(500)	-25%
Utilities - Diesel	37,347	28,750	30,000	30,000	0	1,250	4%
Repairs - Buildings	69,407	30,000	30,000	30,000	0	0	0%
Repairs - Vehicles	107,603	80,000	80,000	80,000	0	0	0%
Repairs - Equipment	21,848	45,000	45,000	45,000	0	0	0%
Repairs - Radio Equipment	2,420	7,000	7,000	7,000	0	0	0%
Repairs - Maintenance Contr	7,822	11,350	11,350	11,350	0	0	0%
Training & Tuition	14,595	20,000	20,000	20,000	0	0	0%
Comm - Postage	882	500	500	500	0	0	0%
Travel-Seminar Costs	768	800	800	800	0	0	0%
Dues & Subscriptions	10,479	10,007	10,000	10,000	0	(7)	0%
SCBA Cyliner Replacement	4,950	10,000	0	0	0	(10,000)	-100%
<b>TOTAL</b>	<b>4,418,264</b>	<b>4,515,511</b>	<b>4,713,542</b>	<b>4,713,542</b>	<b>-</b>	<b>198,031</b>	<b>4.4%</b>

**Police**

Regular Salaries	3,535,045	3,658,847	3,928,504	3,774,704	0	115,857	3%
Lateral Transfer-APD	0	0	40,000	0	0	0	0%
Holiday Pay	145,241	145,000	161,254	150,000	0	5,000	3%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Longevity Bonus	500	900	0	0	0	(900)	-100%
Educational Incentive	3,915	6,000	7,000	7,000	0	1,000	17%
Sick Leave Incentive	0	8,000	8,000	5,000	0	(3,000)	-38%
Uniform Allowance	30,956	39,530	39,000	39,000	0	(530)	-1%
Physicals	2,489	1,650	1,200	1,200	0	(450)	-27%
OSHA Safety Costs	0	1,320	1,350	1,350	0	30	2%
Volunteers in Police Service	0	500	500	500	0	0	0%
OT - Regular	75,668	30,000	50,000	48,000	0	18,000	60%
OT - Vac Replacement	33,149	35,300	35,000	35,000	0	(300)	-1%
OT - Sick Replacement	28,653	22,500	33,000	27,000	0	4,500	20%
OT - Mandatory Training	1,597	1,200	1,500	1,500	0	300	25%
OT - Outside Jobs	(29,708)	0	0	0	0	0	0%
OT - Special Events	0	15,020	19,000	19,000	0	3,980	26%
Extra Pay - On Call	14,575	14,300	17,300	17,300	0	3,000	21%
OT - Court	20,705	28,477	26,000	25,000	0	(3,477)	-12%
PS - General	7,364	8,075	8,000	8,000	0	(75)	-1%
PS - Testing	3,550	2,325	1,200	1,200	0	(1,125)	-48%
PS - Animal Control	32,937	36,104	37,000	37,000	0	896	2%
PS - Uniform Cleaning	22,355	22,620	22,880	22,880	0	260	1%
Reports, Printing, & Binding	1,734	3,758	3,700	3,700	0	(58)	-2%
Office Supplies	3,389	3,000	3,000	3,000	0	0	0%
Other Sup - Operating	38,567	27,150	27,150	27,150	0	0	0%
MV Sup - Tires/Tube/Chain	12,325	15,618	16,500	16,500	0	882	6%
MV Sup - Gas & Oil	55,952	51,000	64,500	52,500	0	1,500	3%
Comm - Telephone	18,082	20,016	20,000	20,000	0	(16)	0%
Utilities - Electricity	3,190	0	0	0	0	0	0%
Repairs - Buildings	357	500	500	500	0	0	0%
Repairs - Vehicles	27,809	19,000	21,000	21,000	0	2,000	11%
Repairs - Equipment	3,479	5,750	5,750	5,750	0	0	0%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Repairs - Maintenance Contr:	6,366	3,238	5,000	5,000	0	1,762	54%
Training & Tuition	43,417	35,000	40,000	39,500	0	4,500	13%
Comm - Postage	1,292	1,000	1,200	1,200	0	200	20%
Travel-Seminar Costs	5,450	4,000	6,000	6,000	0	2,000	50%
Dues & Subscriptions	6,576	7,625	7,500	7,500	0	(125)	-2%
Vehicles	1,000	1,000	1,000	500	0	(500)	-50%
<b>TOTAL</b>	<b>4,157,976</b>	<b>4,275,323</b>	<b>4,660,488</b>	<b>4,430,434</b>	<b>-</b>	<b>155,111</b>	<b>3.6%</b>

**Public Works**

Regular Salaries	2,580,675	2,698,307	2,806,140	2,806,140	0	107,833	4%
Longevity Bonus	400	2,000	1,700	1,700	0	(300)	-15%
Educational Incentive	8,200	8,100	8,400	8,400	0	300	4%
Sick Leave Incentive	8,095	9,150	9,150	9,150	0	0	0%
Uniform Allowance	41,942	37,001	37,001	37,001	0	0	0%
Safety Compliance	8,527	9,090	9,090	9,090	0	0	0%
OT - Regular	29,881	36,503	41,368	41,368	0	4,865	13%
OT - Winter Road Maintenance	244,115	200,748	217,129	200,748	0	0	0%
OT - Fleet Services	0	1,000	1,000	1,000	0	0	0%
OT - Sand Removal	0	1,548	1,658	1,658	0	110	7%
PS - General	118,281	181,300	205,300	205,300	0	24,000	13%
PS - Water Quality Monitoring	2,400	22,000	22,000	22,000	0	0	0%
PS - Recording Fee	19	250	250	250	0	0	0%
PS - Snow Removal	8,000	9,000	9,000	9,000	0	0	0%
PS - Tree Removal	681	10,500	11,000	11,000	0	500	5%
PS - Centerline Striping	159,762	180,000	180,000	180,000	0	0	0%
Reports, Printing, & Binding	2,646	3,000	3,000	3,000	0	0	0%
Office Supplies	4,012	3,361	3,360	3,360	0	(1)	0%
Other Sup - Operating	0	2,824	2,824	2,824	0	0	0%
Other Sup - Maintenance	51,048	37,750	47,750	47,750	0	10,000	26%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Other Sup - Parks/Open Space	26,515	24,200	28,060	28,060	0	3,860	16%
Other Supplies - Welding	16,463	15,000	19,250	19,250	0	4,250	28%
Other Sup - Traffic Paint	0	3,533	3,539	3,539	0	6	0%
Other Sup - Sign Material	27,284	30,685	32,220	32,220	0	1,535	5%
Other Sup - Pre-Mix Asphalt	117,126	115,536	153,425	142,367	0	26,831	23%
Other Sup - Culvert/Basin	34,329	34,522	39,353	39,353	0	4,831	14%
Other Sup - Bridge/Fence	9,153	5,500	5,775	5,775	0	275	5%
Other Sup - Loam/Seed	9,255	10,000	12,734	12,734	0	2,734	27%
Other Sup - Calcium Chloride	7,330	7,971	7,521	7,521	0	(450)	-6%
Other Sup - Road Salt	381,517	244,440	299,250	244,440	0	0	0%
Other Sup - Safety Equipment	14,922	18,000	20,688	20,688	0	2,688	15%
Other Sup - Small Tools	25,845	26,100	26,100	26,100	0	0	0%
Other Sup - Gravel	88,718	90,500	90,485	90,485	0	(15)	0%
Other Sup - MV Repair	87,728	105,000	131,700	131,700	0	26,700	25%
Other Sup - Equip Repairs	120,742	75,285	75,285	75,285	0	0	0%
MV Sup - Tires/Tube/Chain	48,778	50,000	65,000	65,000	0	15,000	30%
MV Sup - Gas & Oil	232,459	228,000	260,751	228,000	0	0	0%
MV Sup - Plow/Grader Blades	17,116	34,379	34,379	34,379	0	0	0%
MV Sup - Other	20,295	39,350	39,350	39,350	0	0	0%
Utilities - Water/Sewer	8,920	6,390	7,697	7,697	0	1,307	20%
Comm - Telephone	13,199	11,040	12,648	12,648	0	1,608	15%
Utilities - Electricity	16,184	26,400	27,600	27,600	0	1,200	5%
Utilities - Heating Fuel	32,227	34,560	39,072	39,072	0	4,512	13%
Repairs - Buildings	24,973	18,500	19,500	19,500	0	1,000	5%
Repairs - Vehicles	14,377	34,150	47,150	47,150	0	13,000	38%
Repairs - Equipment	16,760	22,300	22,300	22,300	0	0	0%
Repairs - Radio Equipment	382	2,500	2,500	2,500	0	0	0%
Training & Tuition	14,126	17,265	17,265	17,265	0	0	0%
Comm - Postage	245	400	400	400	0	0	0%
Travel-Mileage	512	500	500	500	0	0	0%

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Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Travel-Seminar Costs	24	500	500	500	0	0	0%
Dues & Subscriptions	7,124	6,106	9,430	9,430	0	3,324	54%
Leachate Pumping	39,193	19,754	19,797	19,797	0	43	0%
Crack Sealing	11,806	15,000	15,000	15,000	0	0	0%
Guardrail Replacement	5,370	10,000	20,000	10,000	0	0	0%
<b>TOTAL</b>	<b>4,759,681</b>	<b>4,836,798</b>	<b>5,223,344</b>	<b>5,098,344</b>	<b>-</b>	<b>261,546</b>	<b>5.41%</b>

### **Water & Sewer**

Catch Basin Maintenance Fee	0	12,500	12,500	12,500	0	0	0%
Public Fire Protection Fee	632,716	632,716	792,716	792,716	0	160,000	25%
<b>TOTAL</b>	<b>632,716</b>	<b>645,216</b>	<b>805,216</b>	<b>805,216</b>	<b>-</b>	<b>160,000</b>	<b>24.8%</b>

### **Tax Sharing**

Tax Sharing	232,025	270,000	270,000	270,000	0	0	0%
<b>TOTAL</b>	<b>232,025</b>	<b>270,000</b>	<b>270,000</b>	<b>270,000</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>

### **Auburn-Lewiston Airport**

Aub-Lew Airport	173,559	191,000	181,000	181,000	-	(10,000)	-5%
<b>TOTAL</b>	<b>173,559</b>	<b>191,000</b>	<b>181,000</b>	<b>181,000</b>	<b>-</b>	<b>(10,000)</b>	<b>-5.2%</b>

### **LA Transit Authority**

Lew-Aub Transit	199,130	331,138	529,209	529,209	-	198,071	60%
Auburn Only Transportation	0	0	-	-	-	0	0%
<b>TOTAL</b>	<b>199,130</b>	<b>331,138</b>	<b>529,209</b>	<b>529,209</b>	<b>-</b>	<b>198,071</b>	<b>59.8%</b>

### **LA 911**

Lew-Aub 911	1,103,445	1,134,304	1,156,990	1,156,990	0	22,686	2%
<b>TOTAL</b>	<b>1,103,445</b>	<b>1,134,304</b>	<b>1,156,990</b>	<b>1,156,990</b>	<b>-</b>	<b>22,686</b>	<b>2.0%</b>

**City of Auburn**  
**Master List**

**Fiscal Year 2021**  
**Proposed 3.30.2020**

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
<b><i>LA Arts - Arts in the Park</i></b>							
Arts In the Park	0	0	10,000	10,000	0	10,000	0%
<b>TOTAL</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>10,000</b>	<b>-</b>	<b>10,000</b>	<b>0.0%</b>
<b>TOTAL</b>	<b>1,708,159</b>	<b>1,926,442</b>	<b>2,147,199</b>	<b>2,147,199</b>	<b>-</b>	<b>220,757</b>	<b>11.5%</b>
<b><i>County Tax</i></b>							
County Tax	2,407,766	2,482,721	2,631,685	2,629,938	0	147,217	6%
<b>TOTAL</b>	<b>2,407,766</b>	<b>2,482,721</b>	<b>2,631,685</b>	<b>2,629,938</b>	<b>-</b>	<b>147,217</b>	<b>5.9%</b>
<b><i>Fire EMS Transport</i></b>							
Regular Salaries	305,311	242,051	260,963	260,963	0	18,912	8%
Fringe Benefits	0	0	0	0	0	0	0%
PS - Professional Fees	90,617	84,000	84,000	84,000	0	0	0%
Other Sup - Other	49,202	55,500	57,000	57,000	0	1,500	3%
Office Supplies	1,903	800	1,400	1,400	0	600	75%
MV Sup - Tires/Tube/Chain	1,038	2,500	2,500	2,500	0	0	0%
MV Sup - Vehicle Fuel	3,839	6,250	7,000	7,000	0	750	12%
Repairs & Maint - Vehicles	10,567	9,000	10,500	10,500	0	1,500	17%
Vehicle Lease/Purchase	120,377	0	0	0	0	0	0%
Training and Tuition	0	112,000	66,295	66,295	0	(45,705)	-41%
Advertising	0	500	500	500	0	0	0%
Repairs - Maint Contract	16,406	15,500	15,500	15,500	0	0	0%
Other Program Expenses	607	7,250	5,000	5,000	0	(2,250)	-31%
Comm - Postage	21	250	250	250	0	0	0%
Printing	1,006	1,000	1,000	1,000	0	0	0%
Public Relations	0	1,000	1,000	1,000	0	0	0%
Communication Equipment	0	4,500	9,000	9,000	0	4,500	100%

**City of Auburn**  
**Master List**

**Fiscal Year 2021**  
**Proposed 3.30.2020**

Account Title	FY 2019 Actual	FY 2020 Approved	FY 2021 Dept. Request	FY 2021 Manager Proposed	FY 2021 Council Adopted	Increase/ Decrease	%
Computer Software/Hardwar	1,558	2,000	2,000	2,000	0	0	0%
Dues & Subscriptions	1,617	1,650	1,650	1,650	0	0	0%
Contingency 8%	0	0	0	0	0	0	0%
Capital Reserve	70,000	150,000	150,000	150,000	0	0	0%
<b>TOTAL</b>	<b>674,069</b>	<b>695,751</b>	<b>675,558</b>	<b>675,558</b>	<b>-</b>	<b>(20,193)</b>	<b>-2.9%</b>
<b><i>Solid Waste</i></b>							
Solid Waste Disposal	540,881	400,000	400,000	400,000	0	0	0%
Solid Waste Collection	513,865	452,000	458,780	458,780	0	6,780	2%
Recycling Disposal	7,169	75,000	75,000	75,000	0	0	0%
Recycling Collection	9,132	102,500	104,038	104,038	0	1,538	2%
Advertising	0	1,000	1,000	1,000	0	0	0%
<b>TOTAL</b>	<b>1,071,047</b>	<b>1,030,500</b>	<b>1,038,818</b>	<b>1,038,818</b>	<b>-</b>	<b>8,318</b>	<b>0.8%</b>

**CAPITAL IMPROVEMENT PLAN  
FY 21 BONDS**

Description		TOTAL	Page Detail
Airport	Pickup mounted Foam Generator	\$ 50,000	2
Airport	Reconstruct Airport Parking Apron FBO	\$ 400,000	3
Econ Dev & Planning	Rail Study	\$ 50,000	NA
Econ Dev & Planning	Dangerous Building Demolition	\$ 100,000	9
Econ Dev & Planning	Comprehensive Plan Property Acquisition Program	\$ 100,000	10
Econ Dev & Planning	Great Falls Plaza Vision	\$ 100,000	11
Facilities	Security/Access Control	\$ 150,000	22
Facilities	Assessing Electric Vehicle	\$ 25,000	26
Facilities	Festival Plaza Fountain System Removal/Engineering	\$ 25,000	31
Fire	Fire Truck (\$550,000 in FY20)	\$ 100,000	NA
Fire	Fire Hose Replacement	\$ 20,000	35
Fire	Extrication equipment replacement	\$ 50,000	36
IT	Parking Enforcement Software	\$ 30,000	42
IT	Recreation Registration and Website Software	\$ 25,000	63
LATC	Bus Replacement	\$ 50,000	NA
Police	Vehicle Replacement	\$ 212,000	39
Police	Cruiser Camera System Replacement	\$ 130,000	40
Police	Police Motorcycle Purchase	\$ 18,000	43
Engineering	Reconstruction (\$840,000 to be paid by TIF)	\$ 2,140,000	44
Engineering	Reclamation	\$ 1,200,000	45
Engineering	Major Drainage	\$ 450,000	46
Engineering	MDOT Match	\$ 900,000	47
Engineering	Resurfacing	\$ 1,000,000	48
Public Works	Replace 7 yard plow trucks	\$ 215,000	50
Public Works	Replace 12 yard plow trucks	\$ 244,000	51
Public Works	Replace One Ton Trucks	\$ 120,000	53
Public Works	Replace bucket truck	\$ 175,000	56
Public Works	Sidewalk Plow Equipment	\$ 16,000	59
Public Works	Pipe camera	\$ 13,000	61
Public Works	Skid Steer Sweeper Attachment	\$ 9,000	60
Recreation	Union St. Park/Chestnut Park Upgrades	\$ 75,000	64
Recreation	Senior Center Phase III	\$ 75,000	67
Recreation	Pettengill Baseball Field Renovation	\$ 100,000	68
NSB Arena	RO Water Treatment System	\$ 35,000	75
NSB Arena	Portable Stage	\$ 75,000	77
School Department	School Projects	\$ 1,000,000	NA
Administration	Contingency	\$ 23,000	NA
<b>TOTAL BOND CIP</b>		<b>\$ 9,500,000</b>	

**FY 21 Unallocated**

Description		Unallocated Bond Proceeds	Page Detail
City Clerk	Record Restoration	\$ 20,000	6
Facilities	Public Safety Facility Study	\$ 200,000	NA
Facilities	911 Study	\$ 25,000	NA
<b>TOTAL UNALLOCATED CIP</b>		<b>\$ 245,000</b>	

**FY 21 Other Funds**

Description		Funds	Total	Page Detail
Economic Development	New Auburn Village Center Revitalization	TIF	\$ 100,000	8
Economic Development	Downtown Parking/Walkability	TIF	\$ 135,000	14
Economic Development	Downtown Parking/Walkability	CDBG	\$ 135,000	14
Economic Development	Minot Ave/S Goff St Redevelopment	TIF	\$ 125,000	13
Facilities	Roof Boys and Girls Club	CDBG	\$ 105,000	21
Fire/EMS	Ambulance Replacement	EMS Capital Reserve	\$ 263,000	37
Fire/EMS	Cardiac Monitors	EMS Capital Reserve	\$ 30,000	38
Ingersoll	Mezzanine Viewing area	Ingersoll Fund Bal	\$ 66,000	71
<b>TOTAL OTHER CIP</b>			<b>\$ 959,000</b>	

<b>TOTAL FY 21 CAPITAL IMPROVEMENT PLAN</b>		<b>\$ 10,704,000</b>	
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# **AUBURN'S STRATEGIC PLAN: FINAL RECOMMENDATIONS**

The final recommendations below are the distillation of months of work by the Sub-Committees and Strategic Planning Committee. The SP Committee carefully crafted their recommendations by analyzing the **24 strategies** presented by the Sub-Committees and merging them with associated/complimentary strategies. These recommendations are not listed in any particular order. Behind each recommendation are measured, supporting action steps that will assist with implementation. *Refer to the full Strategic Plan for details. The Plan can be found at: [www.auburnmaine.gov](http://www.auburnmaine.gov).*

**Work to protect and fully enjoy Auburn's natural resources**

**Protect Lake Auburn and all other bodies of water**

**Develop a downtown management district focusing on Great Falls Plaza, downtown & the Androscoggin River**

**Define and promote industry clusters**

**Address identified public service and infrastructure needs**

**Define neighborhoods; support rehabilitation and beautification**

**Prioritize transportation by using transit to connect people with communities, employment & services**

**Improve image of schools and increase commitment to and value of education**

**Study and plan to increase pedestrian environment, to include connectivity**

**Establish a city-wide communications plan**

**Invest in arts, history, culture, recreation, and entertainment**



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Author:** Phil Crowell, Assistant Manager

**Subject:** Strategic Plan Council Prioritization

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**Information:** The City Council prioritized the eleven strategic plan recommendations and the results have been tabulated. These results will be shared during the workshop for further discussion.

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**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** N/A

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**Previous Meetings and History:** Previous workshops and adoption of the strategic plan.

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**City Manager Comments:**

I concur with the recommendation. Signature:

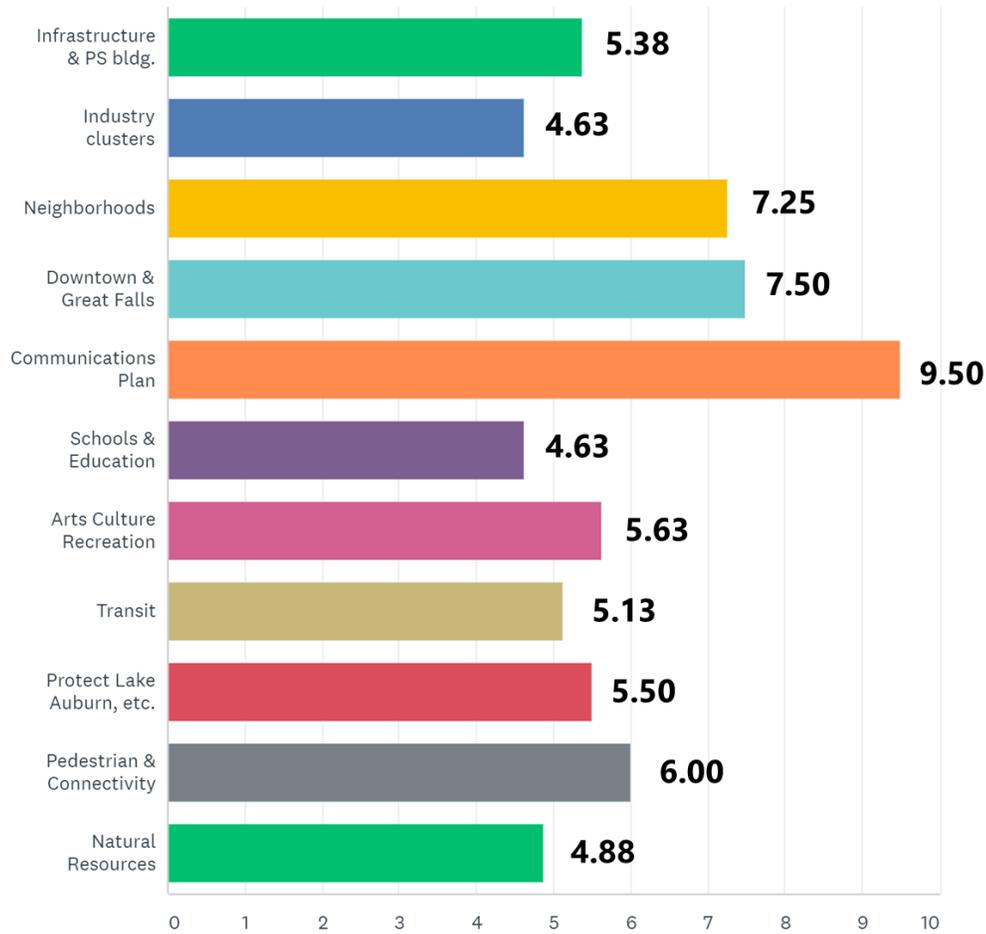
A handwritten signature in blue ink that reads "Peter J. Cochran".

**Attachments:** Tabulation Report



# STRATEGIC RECOMMENDATIONS

## City Council Prioritization Survey Results



	1	2	3	4	5	6	7	8	9-	10	11	TOTAL	SCORE
<b>Infrastructure</b>	0.00%	12.50%	12.50%	0.00%	12.50%	0.00%	12.50%	25.00%	12.50%	0.00%	12.50%	8	<b>5.38</b>
<b>Industry clusters</b>	12.50%	0.00%	0.00%	12.50%	0.00%	12.50%	12.50%	12.50%	0.00%	0.00%	37.50%	8	<b>4.63</b>
<b>Neighborhoods</b>	0.00%	25.00%	12.50%	12.50%	12.50%	25.00%	0.00%	0.00%	0.00%	12.50%	0.00%	8	<b>7.25</b>
<b>Downtown/Gr. Falls</b>	25.00%	12.50%	25.00%	0.00%	0.00%	0.00%	0.00%	12.50%	25.00%	0.00%	0.00%	8	<b>7.5</b>
<b>Communications Plan</b>	50.00%	0.00%	0.00%	50.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	8	<b>9.5</b>
<b>Schools &amp; Education</b>	0.00%	0.00%	12.50%	0.00%	25.00%	0.00%	0.00%	25.00%	0.00%	37.50%	0.00%	8	<b>4.63</b>
<b>Arts/Culture/Rec</b>	0.00%	12.50%	0.00%	0.00%	37.50%	12.50%	12.50%	0.00%	0.00%	12.50%	12.50%	8	<b>5.63</b>
<b>Transit</b>	0.00%	12.50%	0.00%	12.50%	0.00%	0.00%	25.00%	12.50%	37.50%	0.00%	0.00%	8	<b>5.13</b>
<b>Lake Auburn, etc.</b>	0.00%	25.00%	12.50%	12.50%	0.00%	0.00%	0.00%	0.00%	12.50%	12.50%	25.00%	8	<b>5.5</b>
<b>Pedestrian Env.</b>	12.50%	0.00%	12.50%	0.00%	0.00%	25.00%	25.00%	12.50%	0.00%	12.50%	0.00%	8	<b>6</b>
<b>Natural Resources</b>	0.00%	0.00%	12.50%	0.00%	12.50%	25.00%	12.50%	0.00%	12.50%	12.50%	12.50%	8	<b>4.88</b>



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020      **Order:** 41-04062020

**Author:** Sue Clements-Dallaire, City Clerk

**Subject:** Confirming the Mayor's Appointments to The Audit and Procurement Committee

---

**Information:** The Mayor has nominated Councilors Katie Boss and Tim MacLeod to serve on the Audit and Procurement Committee. The term expiration is December of 2021.

---

**City Budgetary Impacts:** N/A

---

**Staff Recommended Action:** Recommend passage.

---

**Previous Meetings and History:** The Mayor made his appointments on January 6, 2020, seats on this committee did not get filled at that meeting.

---

**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Cusick".

---

**Attachments:** Order 41-04062020

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## IN CITY COUNCIL

### ORDER 41-04062020

**ORDERED**, that the City Council hereby confirms Mayor Levesque's appointment of Katie Boss and Tim MacLeod to the Audit and Procurement Committee with a term expiration of December of 2021.



**City of Auburn  
City Council Information Sheet**

**Council Meeting Date:** April 6, 2020

**Order:** 42-04062020

**Author:** Jason D. Moen, Chief of Police

**Subject:** Transfer of Forfeiture Assets – Dwayne Paisley

---

**Information:**

On December 31<sup>st</sup>, 2019, an Auburn Police Department detective and an MDEA agent were investigating the ongoing trafficking of narcotics in Auburn. Later that day, the Auburn detective received information that a drug deal would soon be taking place in Great Falls Plaza. He contacted the MDEA agent and provided him with a vehicle description as well as suspect description. MDEA agents, in plain clothes and an unmarked vehicle, set up observation at the location. Approximately 10 minutes after speaking with the APD detective, the vehicle arrived with the suspect inside. Agents made contact with the suspect and investigated the information provided by the detective. Agents located suspected cocaine base and heroin as well as \$1,626.00 in cash believed to be proceeds of criminal activity. As a result of locating the suspected drugs, Dwayne Paisley was arrested and charged with Unlawful Trafficking of Scheduled Drugs.

Dwayne Paisley was arrested for Unlawful Trafficking of Scheduled Drug (Heroin), Unlawful Trafficking of a Schedule Drug (Cocaine). Based on the investigation, Mr. Paisley possessed the \$1,626.00 based on the sale of illegal drugs.

---

**City Budgetary Impacts:** The State of Maine, Office of the Attorney General, seeks to transfer \$1,626.00 U.S. Currency to the Auburn Police Department. Funds will be used for ongoing K-9 expenses.

---

**Staff Recommended Action:** Vote to accept the transfer of \$1,626.00.

---

**Previous Meetings and History:** None

---

**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Coakley".

**Attachments:**

\*None

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 42-04062020**

Ordered, that the City Council hereby accepts the transfer of \$1,626.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-19-3899 Dwayne Paisley).



**City of Auburn  
City Council Information Sheet**

**Council Meeting Date:** April 6, 2020

**Order:** 43-04062020

**Author:** Jason D. Moen, Chief of Police

**Subject:** Transfer of Forfeiture Assets – Jana Hansen

---

**Information:**

In December 2019, Officers from the Auburn Police Department conducted a drug trafficking investigation. While investigating the complaint, information was obtained that Jana Hansen would be coming to Auburn to deliver two (2) ounces of cocaine in Auburn. Jana was to be in a black Mazda 6 with at least two other females. In addition, it was confirmed that Jana had outstanding warrants for her arrest. Officers observed the vehicle on Minot Avenue and stopped the vehicle for speeding. Probable cause was developed to arrest Jana Hansen for two counts of Unlawful Trafficking a Schedule Drugs Class B, two counts of Unlawful Possession of Scheduled Drug Class B, Violation of Conditions of Release Class E and three outstanding arrest warrants. During the course of the investigation 43.6 grams of crack cocaine, one Xanax Pill and one dosage of naloxone were located in Jana Hansen's possession. Additionally \$1,160.00 in cash, suspected drug profit, was located.

Hansen was arrested for two counts of Unlawful Trafficking a Schedule Drugs Class B, two counts of Unlawful Possession of Scheduled Drug Class B, Violation of Conditions of Release Class E and three outstanding arrest warrants.

---

**City Budgetary Impacts:** The State of Maine, Office of the Attorney General, seeks to transfer \$1,160.00 U.S. Currency to the Auburn Police Department. Funds will be used for ongoing K-9 expenses.

---

**Staff Recommended Action:** Vote to accept the transfer of \$1,160.00.

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**Previous Meetings and History:** None

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Cochran".

**Attachments:**

\*None

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 43-04062020**

Ordered, that the City Council hereby accepts the transfer of \$1,160.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-19-3921 Jana Hansen).

**IN COUNCIL REGULAR MEETING MARCH 16, 2020 VOL. 36 PAGE 20**

Mayor Levesque called the meeting to order at 7:02 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor's Gerry and Walker had excused absences. All other Councilors were present.

**Pledge of Allegiance**

**I. Consent Items:** None

**II. Minutes -** March 2, 2020 Regular Council Meeting

Motion was made by Councilor Carrier and seconded by Councilor Boss to approve the minutes of the March 2, 2020 Regular Council Meeting. Passage 5-0.

**III. Communications, Presentations and Recognitions**

**Androscoggin River Water Quality Classification** – the speakers were not available to attend so this item was postponed to the April 6, 2020 Regular Council meeting.

**Water District and Water Rate Increase** - Sid Hazelton, Auburn Water District Superintendent presented

**Council Communications:**

**Mayor Levesque** – reported on his trip to Washington, D.C. trip, and that he has been working on Covid-19 response since he has been back

**Councilor Milks** – Congratulated the ELHS Boys Basketball team and their coaches for winning the State Championship

**Councilor MacLeod** – nothing at this time

**Councilor Boss**- nothing at this time

**Councilor Carrier**- nothing at this time

**Councilor Lasagna**- commended City staff on how well prepared they are with the current pandemic issue

**Councilor Walker (via conference call)** – reported that there would be no boiled dinner presented by the Age Friendly Committee as originally scheduled for tomorrow

**IV. Open Session** – Mamie Anthoine Ney, Director of the Auburn Public Library informed members of the Public that the Library doors closed at 6:00 PM due to Covid-19 pandemic. They are working on a process where they can provide books to the public.

**V. Unfinished Business**

**1. Order 37-03022020**

Approving the revolving renovation fund loan for the Auburn School Department. Public hearing and second reading.

Motion was made by Councilor Lasagna and seconded by Councilor Boss for passage.

Public hearing – no one from the public spoke.

Passage 5-0. A roll call vote was taken.

**VI. New Business**

**1. Ordinance 03-03162020**

Adopting and ordinance, Article II, Division 3, City Council Student Representative, Secs. 267-270. Public hearing and first reading.

Motion was made by Councilor Lasagna and seconded by Councilor Macleod for passage.

Public hearing – no one from the public spoke.

Passage 5-0. A roll call vote was taken.

**2. Resolve 02-03162020**

Expressing opposition to LD 2090 An Act to Amend the Laws Governing Arbitration under Certain Public Employees Labor Relations Laws.

Motion was made by Councilor Lasagna and seconded by Councilor Milks for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**3. Resolve 03-03162020**

Expressing alignment with and support for the United States Center for Disease Control and Prevention guidance regarding prevention, mitigation and response to the COVID-19 pandemic.

Motion was made by Councilor Macleod and seconded by Councilor Boss for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**4. Resolve 04-03162020**

Supporting the decisions and efforts of the Superintendent and School Committee regarding the Covid-19 pandemic in order to keep students and faculty safe, continue the educational year by all means available including technology, and providing food services to the student body in the most efficient means possible.

Motion was made by Councilor Carrier and seconded by Councilor Lasagna for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**5. Order 38-03162020**

Directing the City Manager and or his designee to create a short-term loan program for Auburn Businesses not to exceed \$2500 per loan, with repayment no later than 06-01-2021 at a 0 percent interest rate. Total amount from the City's Emergency Reserve fund not to exceed \$50,000.

Motion was made by Councilor Boss and seconded by Councilor MacLeod for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**6. Order 39-03162020**

Directing the City Manager and or his designee to reallocate the \$10,000 from the Feeding Auburn microgrant in the FY 19-20 budget.

Motion was made by Councilor Milks and seconded by Councilor Carrier for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**7. Resolve 05-03162020**

Agreeing to adopt the emergency legislation regarding remote meetings if passed by Legislature.

Motion was made by Councilor Lasagna and seconded by Councilor Carrier for passage.

Public comment – no one from the public spoke.

Passage 5-0.

Motion was made by Councilor MacLeod and seconded by Councilor Milks to suspend rules to add an item to the agenda.

Passage 5-0.

**Order 40-03162020**

Suspending all board, committee and commission meetings as defined by Charter or Ordinance, with the exception of City Council, School Committee, Planning Board, and any with a State mandate for action.

Motion was made by Councilor Carrier and seconded by Councilor Boss for passage.

Public comment – no one from the public spoke.

Passage 5-0.

**VII. Reports**

**Mayor Levesque** – encouraged the public to check our website, social media, and our new Instagram account adding that community events have been cancelled due to the pandemic. He also encouraged everyone to help each other out.

**Councilor Milks** – reported that he will recommend that the Water and Sewer District Board of Trustees meetings be suspended for now, however he noted that it will be up to the Trustees to decide.

**Councilor MacLeod** – reported on the Cable TV Advisory Board meeting and he encouraged residents to submit requests for things they would like to see on Great Falls TV.

**Councilor Boss** – reported that she was unable to attend the last Auburn Public Library Board meeting and she noted that the final meeting on the Court Street study will likely be cancelled. She will try to get an update and will share that information with the Council.

**Councilor Carrier** – reported on the Airport Board meeting, the School Committee meeting, and he reported that the Appointment Committee did not meet last week as scheduled due to scheduling conflicts.

**Councilor Lasagna** – reported on the Recycling Committee meeting and they are looking for an extension in doing their final presentation. She also noted that the Maine CDC is a great resource to find more information on the Covid-19 virus.

**City Manager** – reported that he will be presenting his proposed budget on April 6, 2020, he noted that the ELHS Boys basketball team was scheduled to be recognized at the April 6<sup>th</sup> Council meeting. He also thanked staff for the work being done in regards to the corona virus issue and all of the work that is being done.

**VIII. Open Session** - No one from the public spoke.

**IX. Executive Session** - None

**X. Adjournment**

Motion was made by Councilor Lasagna and seconded by Councilor Boss to adjourn. All were in favor, the meeting adjourned at 8:12 PM.

A TRUE COPY

ATTEST 

Susan Clements-Dallaire, City Clerk



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Author:** Eric J. Cousens, Deputy Director of Economic and Community Development

**Subject:** Androscoggin River Water Quality Classification

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**Information:** Peter Rubins with Grow LA requested an opportunity to update the Council on the current water quality classification of the Androscoggin River and ask for support from the City Council in upgrading the current classification from C to B from the Great Falls to Merrymeeting Bay. Peter Rubins and Ferg Lea with the Androscoggin River Watershed Council will be at the meeting to discuss this with the Council.

---

**City Budgetary Impacts:** None known. It is possible that a change in classification could result in more stringent CSO and stormwater requirements over time, however, the City and AWSD are already investing in system upgrades and maintenance that have drastically reduced Auburns pollutant discharges to the Androscoggin River.

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**Staff Recommended Action:** Discussion

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**Previous Meetings and History:** None recently.

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Cousens".

**Attachments:** Information supplied by Peter Rubins.

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March 5, 2020

Mayor Levesque and Auburn City Council

Maine water quality classifications are reviewed every three years by MDEP and they make recommendations to the Environment and Natural Resources Committee and then, on to the Legislature that actually sets the classification. 2020 is the year for the review to take place.

The last proposal for upgrading the Androscoggin from Worumbo Falls to Merrymeeting Bay from C to B was denied even though the Andro meets B criteria. New Data has been added from Gulf Island Dam on down and legal clarification by the Conservation Law Foundation says that Maine's water classification is Goal Based, especially when it meets B standards 99.9% of the time.

I have been working with Ferg Lea of the Androscoggin Watershed Council and concerned individuals from other nonprofit River organizations. We ask for your continued support for the upgrade and would like to explain our proposal and its rationale in a workshop format if you desire. The coalition's response to DEP is due March 30. It is our hope that you can sign on to our request to DEP to reclassify to B. If not and you prefer to write your own letter, that is fine also. Now is the time to get it done.

The attached talking paper will form the basis for discussion. Please contact me if you have questions.

Thank you for the opportunity.

Peter Rubins  
GROW L+A RIVER WORKING GROUP

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# Upgrade the Lower Androscoggin from Class C to Class B Fact Sheet

The Androscoggin was Muskie's river and impetus for passage of the Clean Water Act. It is now much improved thanks to various state and federal laws and to the cooperation of various dischargers along the river. This success should be celebrated and recognized by codifying improvements as they occur and as required by law.

For many years Friends of Merrymeeting Bay's EPA and DEP approved water quality monitoring data on the lower river have shown with very few exceptions, compliance with Class B conditions and yet the DEP, conflating statutes we believe ( see CLF legal opinion), refuses to endorse upgrading the lower river from Class C our minimum standard, to Class B, the standard reflecting actual ambient conditions. The biases of the DEP and influence of industry weigh heavy on the river despite support from riverside communities for an upgrade, state and federal clean water laws and scientific data. We respectfully ask for your support of our current upgrade proposal.

## Why Upgrade?

It's the law!

Anti-degradation language prohibits backsliding in water quality.

A cleaner river has well-documented economic and quality of life benefits.

Sixty percent of our wildlife species inhabit river corridors and all benefit as do we.

## DEP classification proposal submission guidelines state:

*“Maine's Water Quality Classification System is **goal-based**. When proposing an upgrade in classification, recommend waters that either presently attain or with reasonable application of improved treatment or Best Management Practices (BMPs), could reasonably be expected to attain, the standards and criteria of a higher proposed class.”*



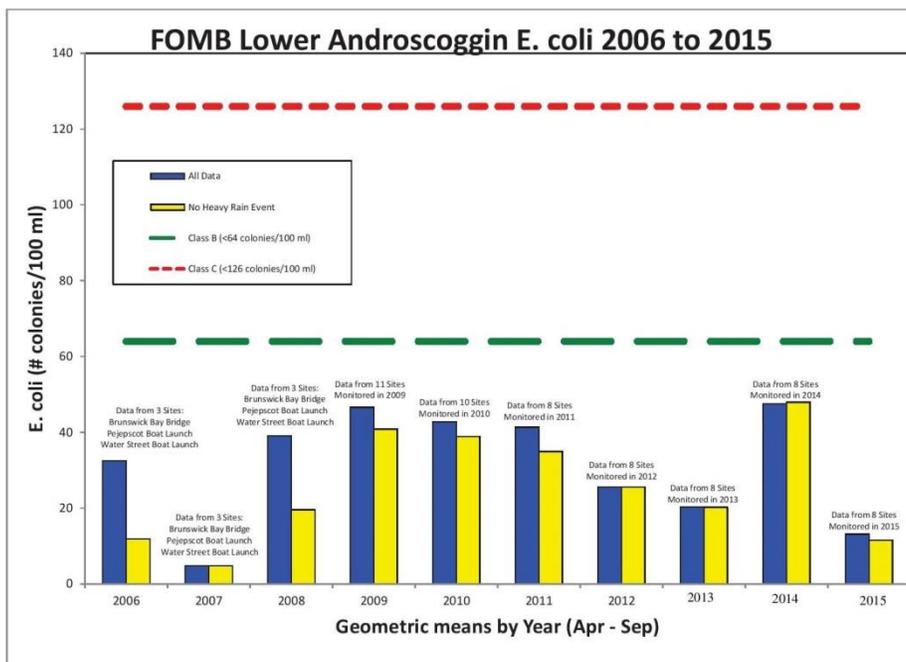
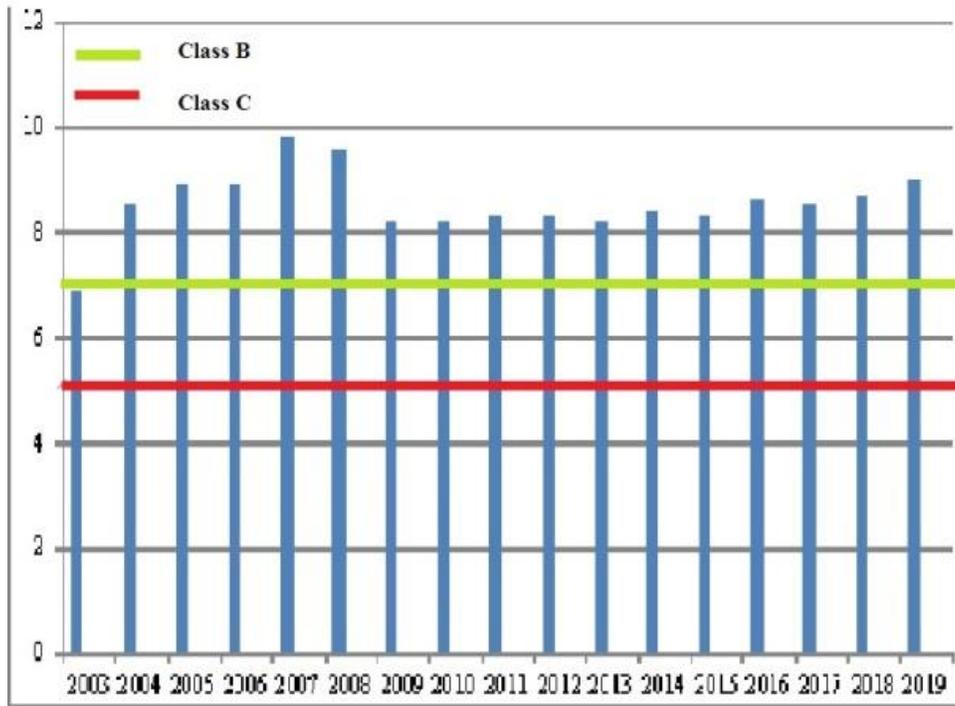
# Upgrade the Lower Androscoggin from Class C to Class B Fact Sheet

38 M.R.S.A. § 464 (4) (F) (4)

*“When the actual quality of any classified water exceeds the minimum standards of the next highest classification, that higher water quality must be maintained and protected. The board shall recommend to the Legislature that water be reclassified in the next higher classification.”*

## What do the data show?

Dissolved Oxygen-Geometric Means Lower Androscoggin 2003-2019 Class C 5ppm, Class B 7ppm



# Upgrade the Lower Androscoggin from Class C to Class B Fact Sheet

**A cleaner river equals a more vibrant economy and increased quality of life.**

## **Auburn/Lewiston Riverwalk:**

“The river section of Lewiston-Auburn features boat launches, fishing areas, canals, and dams. The Cities of Lewiston and Auburn have developed parts of the river and businesses are flourishing along its banks and canals, from outdoor decks at Gritty’s Brew Pub and Pat’s Pizza, to Fishbones. The Cities of Lewiston and Auburn have dedicated considerable resources to its beautification with the Riverwalk, which connects Railroad Park in Lewiston to Festival Plaza in Auburn, the site of numerous outdoor events and summer concerts.”  
[www.laitshappeninghere.com]

## **Androscoggin Bicycle and Pedestrian Path:**

“Gorgeous views of the Androscoggin, a major Maine river, make exercising fun and exhilarating!” [www.suite101.com]

## **Androscoggin Riverwalk-Topsham:**

“Ranked #2 of 6 attractions in Topsham” [Tripadvisor]

## **Northeast-Midwest Institute, University of Illinois Study**

“*Buffalo, NY.* Residential property values near the Buffalo River could increase as much as 140 million if contamination in the river is eliminated, according to a study conducted by the University of Illinois and the Northeast-Midwest Institute.

Researchers collected data from housing sales in Erie County in the years 2002-2004, and directly surveyed 850 recent home buyers in Erie County. Results of the study of housing sales data indicate that **the polluted state of the river currently is depressing single-family, owner-occupied property values by \$80 to \$140 million,** or six to nine percent of the assessed residential property values in the area studied. Clean-up could be expected to raise the property values commensurately.”

*Sheboygan, WI.* Residential property values near the Sheboygan River could increase as much as 108 million if contamination in the river is eliminated, according to a study conducted by the University of Illinois and the Northeast-Midwest Institute.

Researchers collected data from housing sales in Sheboygan County in the years 2002-2004, and directly surveyed 850 recent home buyers in Erie County. Results of the study of housing sales data indicate that **the polluted state of the river currently is depressing single-family, owner-occupied property values by \$8 to \$108 million,** or one to seven percent of the assessed residential property values in the area studied. Clean-up could be expected to raise the property values commensurately.”

# Upgrade the Lower Androscoggin from Class C to Class B Fact Sheet

## **Why the conflict with DEP and river industry? They are citing the wrong statute!**

### **Reclassification vs. Relicensing**

These are two different items falling under two different statute sections yet the DEP and industry consistently and purposefully conflate the two. Reclassification is designed to drive relicensing. As slight changes are made to license renewals to comply with classification upgrades, water quality is slowly improved. Discharge and river condition modeling both used in relicensing, have no legal bearing on classification. This is discussed on page 2 of our 2011-2012 Androscoggin River Monitoring Report [Water Quality Data Analysis and Review, Lower Androscoggin River](#) at [www.fomb.org](http://www.fomb.org) and again in a legal opinion from the Conservation Law Foundation (see below).

According to Maine statutes, modeling has no bearing on the classification process §464 (4) (F) (4) which is based solely on actual ambient river conditions. In contrast to classification, modeling does play a role in relicensing (§464 (4) (D)) when dischargers are to meet the river classification under minimum seven-day low flow conditions expected to take place once every ten years (a theoretical value known as 7Q10).

The purposeful policy reason for the difference in requirements for classification and relicensing is so that water quality conditions may slowly be improved or ratcheted up. This is the goal-oriented purpose both of the Clean Water Act and Maine statute. If a river had to meet the relicensing standard before an upgrade as the DEP and industry would have you believe, it likely never would and therefore there would be no motivating driver for improvements in water quality.



# Upgrade the Lower Androscoggin from Class C to Class B Fact Sheet

## **A Legal Opinion:** Excerpt from Conservation Law Foundation BEP Comments 10/2/2008

### The Lower Androscoggin

CLF strongly disagrees with the Department's recommendation and rationale for not upgrading this river segment. The Department has stated that proponents must provide water quality data and modeling showing "the likelihood of attainment of Class B water quality criteria at maximum licensed loads." See Reclassification Memorandum at 29. This makes no logical, legal or economic sense. First, no one operates at maximum licensed loads; rather a large buffer is generally built into all permits to avoid violations. Thus, DEP is requesting an impossible and unnecessary showing.

Second, the Department's recommendation violates the legal standard in the Clean Water Act that a state shall revise its standards to reflect uses and water quality actually being attained. 40 C.F.R. § 131.10(i). See also *id.* § 131.6(d); 38 MRSA § 464(4)(F). Thus, the Board's analyses must be based on *existing* water quality-not hypothetical modeling with point sources operating at maximum licensed discharge. Indeed, the Board is specifically prohibited from considering maximum licensed loads because both state and federal regulations prohibit consideration of waste discharge or transport as a designated use. 40 C.F.R. § 131.1(a); 38 MRSA § 464(4)(F)(1)(d).

Third, as many of the dischargers in this watershed have already recognized, water quality upgrades are generally good for surrounding communities. As has been shown over and over again, clean water is an economic boon. Examples abound throughout New England, including the recent revival of Boston Harbor, the Portland Waterfront, the Auburn Riverfront and the resurgence of Merrymeeting Bay and the Kennebec River. The Androscoggin River deserves the same.

CLF believes that the data, including both dissolved oxygen levels and recreational uses shows that existing uses in the lower Androscoggin have improved over time and that the river currently attains the higher bacteria and dissolved oxygen standards set forth in the Class B designation. As noted by the Department, it has no reason to question the data; indeed it has relied upon data supplied by the proponent in prior reclassifications. Therefore, barring a showing that the data is invalid, the Board must recommend upgrading this section.

\* (From page 2) 2016-2019 E. coli geometric means-un-graphed. Class B <64 colonies/100ml, Class C <126 colonies/100 ml

	E.coli
2016	13.5
2017	17.5
2018	38.2
2019	42.5

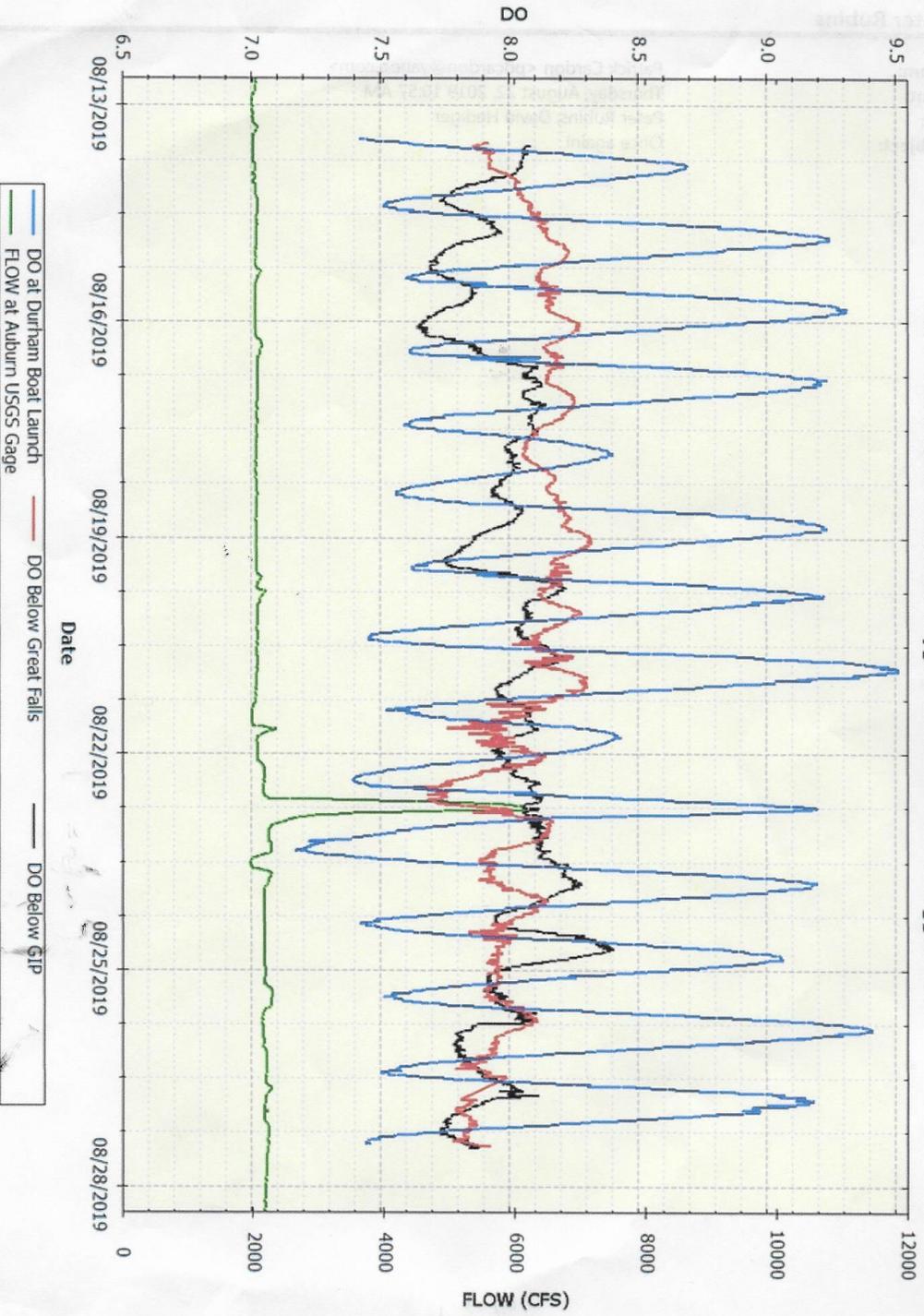
# Upgrade the Lower Androscoggin from Class C to Class B

## Summary Fact Sheet

1. DO & *E. coli* levels consistently surpass Class B standards [see graphs in #2].
2. Keeping the levels at current Class C allows backsliding from the current high oxygen and bacteria levels [more than 7ppm] to those which are the minimum for Class C [5ppm]. Ditto for bacteria. Geometric mean levels don't exceed 64 colonies/100ml [the Class B maximum] but staying in Class C they could legally rise to 126 colonies.
3. Keeping Class C means more room to pollute [and be legal].
4. Classifications must be based on ambient river conditions. They cannot be based on modeling. Classification = one statute; Relicensing = a different statute.
5. Relicensing is based on modeling under worst case conditions [7Q10-theoretical minimum 7-day flow in a 10 year period] however current license limits are inflated over actual discharges by as much as 90% which can make the standard exceptionally difficult for a discharger to meet. Relicensing = a different statute from classification.
6. 7Q10 means low warm flow conditions that typically lead to lowest DO. However, these same conditions are typically lowest in bacteria [a good thing], the other main criteria. Bacteria are highest as high flows cause a lot of runoff and overload wastewater systems.
7. Hydropower impoundments get exemptions from meeting aquatic life [macro-invertebrates] criteria [§464-10].
8. Does it make any sense that a river upgrade be governed by whether or not it meets the new classification during the theoretical worst week in a 10 year period? Of course not. And by law, it need not.
9. DEP classification proposal submission guidelines state:  
***“Maine’s Water Quality Classification System is goal-based. When proposing an upgrade in classification, recommend waters that either presently attain or with reasonable application of improved treatment or Best Management Practices (BMPs), could reasonably be expected to attain, the standards and criteria of a higher proposed class.”***
10. **Supporters of the Upgrade:** (past and expected current)

The towns of Brunswick • Topsham • Durham • Lewiston • Lisbon • the Auburn Sewage District • Friends of Merrymeeting Bay • Maine Rivers • Conservation Law Foundation • Brunswick Topsham Land Trust • Friends of Casco Bay • Grow L/A • Trout Unlimited--Androscoggin Land Trust,--John Nutting

### DEP's Continuous Dissolved Oxygen Data from Androscoegin River



## SAMPLE LETTER OF SUPPORT

Date

Chairman Mark Draper  
Maine Board of Environmental Protection  
17 State House Station  
Augusta, ME 04333

Dear Mr. Draper and members of the Board,

This letter is written in support of the Friends of Merrymeeting Bay (FOMB), Grow L/A, Trout Unlimited (TU) and Maine Rivers proposal to reclassify, from Class C to Class B, the lower Androscoggin River from its mouth in Merrymeeting Bay to Gulf Island Dam . Since 1999, FOMB has consistently recorded water quality data along this section of river demonstrating actual Class B standards are being met nearly all of the time. FOMB trained volunteers operating under EPA and or DEP quality assurance plans have in the past collected data used to support a similar upgrade on the lower Kennebec River from Augusta to the Bay.

The water quality of the Androscoggin sections proposed for an upgrade, exceed the current classification and meet those of Class B. This request to upgrade from C to B is supported by the State antidegradation policy as quoted below:

38 M.R.S.A. § 464 (F) (4)

*“When the **actual quality** of any classified water exceeds the minimum standards of the next highest classification, **that higher water quality must be maintained and protected**. The board **shall recommend** to the Legislature that water be reclassified in the next higher classification.”*

Clean rivers enhance the local economy and vitality of the communities surrounding them. A clean, healthy river attracts people, new businesses, and increases property value. An upgrade of the Androscoggin will not have an adverse impact on current industrial uses along the river since Class B conditions have been met for years in the course of “business as usual.” While higher (than current actual) discharge limits exist for a number of licensees, these artificially high numbers can not be used to create a ceiling on water quality improvements that prevents reclassification to higher levels already obtained.

In the Department’s own submission guidelines they state:

“Maine’s Water Quality Classification System is **goal-based**.

*When proposing an upgrade in classification, recommend waters that either presently attain or with reasonable application of improved treatment or Best Management Practices (BMPs), could reasonably be expected to attain, the standards and criteria of a higher proposed class.”*

Considering the past upgrades supported by FOMB data, their meticulous sampling and current supportive data, we believe the Board should endorse the Androscoggin proposal, recommending an upgrade of this section from C to B to the legislature. It is a public right to have access to clean water ways for the surrounding communities, people, and creatures. If the water quality of this river meets a higher classification we should be working hard to preserve its integrity as state and federal laws

intend and dictate. Upgrading the Androscoggin to lock in improved water quality conditions is also consistent with our most recent comprehensive plan.

Senator Muskie used the Androscoggin as his poster child for the Clean Water Act. Years later, it remains the poor step-child of all Maine's large rivers when it comes to clean-up efforts. The Board has an opportunity to change this and we ask you to. The Androscoggin's time has come.

Thank you for your time and consideration in this matter.

Sincerely,

Dear Maine Water Quality Partners,

The federal Clean Water Act requires that states periodically, but at least once every 3 years, hold public hearings for the purpose of reviewing water quality standards and, as appropriate, modifying and developing standards. Maine Statute contains similar language in [38 M.R.S. § 464.3.B](#). This process, known as the Triennial Review, requires consultation with the public and interested state and federal agencies.

The Maine Department of Environmental Protection is now embarking on a Triennial Review, which is expected to extend into 2022 for any required legislation. You are invited to submit proposals to the Department for changes to existing water quality standards, including the water quality classification of specific surface waters. Proposals for new standards may also be submitted. **Proposals are due by the close of business on Tuesday, March 31, 2020.** Submission guidelines including a tentative timetable are attached.

In conjunction with the Triennial Review, the Department requests comments on current recreational water quality criteria for fresh and estuarine and marine waters, in particular the existing seasonal applicability. Please see the submission guidelines for further information.

*Susanne Meidel*

*Water Quality Standards Coordinator*

*ME Department of Environmental Protection*

*Augusta, ME 04333*

*Phone: 207 / 441-3612*

*[Susanne.K.Meidel@maine.gov](mailto:Susanne.K.Meidel@maine.gov)*

Web site: <https://www.maine.gov/dep/water/wqs/triennial-review.html>



# PROJECT PHASING

## PHASE 1B – JAN. 2021

BUILDING CONSTRUCTION PORTION OF FULL BID CONTRACT.

## PHASE 2 – JUNE 2021

BEGIN SOFTBALL FIELD AREA LEDGE REMOVAL DURING SUMMER.

## PHASE 3 – JUNE 2023

DEMOLISH SOUTH END OF OLD BUILDING AND BUILD BUS LOOP|PARKING.

## PHASE 4 – SEPT. 2023

OCCUPY NEW BUILDING | CONSTRUCT ATHLETIC COMPLEX.

# SCHEDULE

## WINTER 2020

**CONSTRUCTION DOCUMENTS**

## FALL 2020

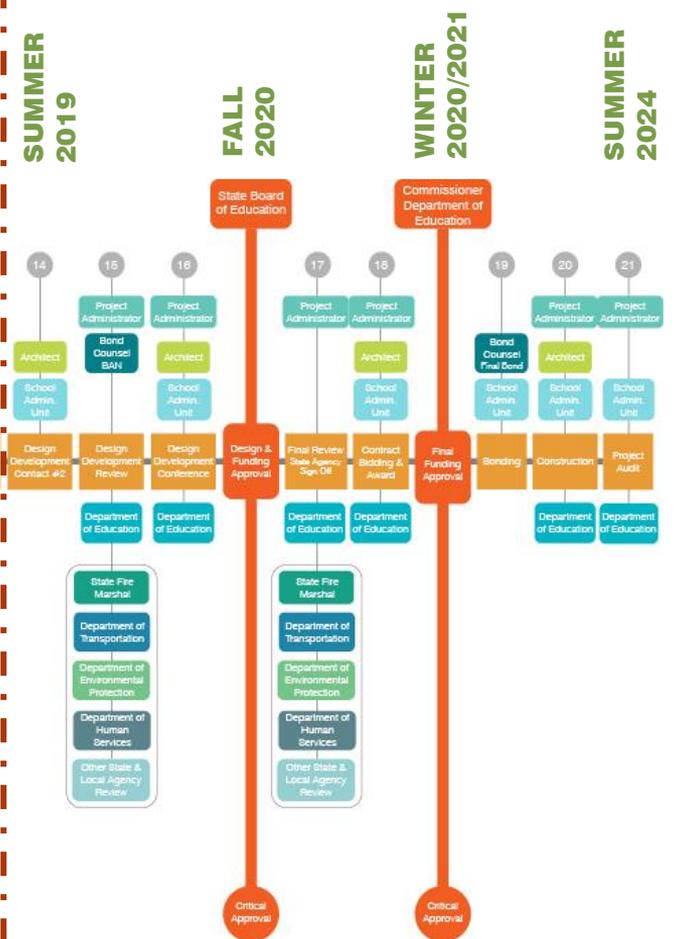
**DEP PERMITTING  
STATE BOARD APPROVAL  
BIDDING  
PROJECT AWARD  
CONSTRUCTION BEGINS**

## WINTER 2020/2021

**FINAL FUNDING APPROVAL  
BUILDING CONSTRUCTION COMPLETE 2023  
DEMO OF EXISTING BUILDING 2023  
SITE WORK COMPLETE 2024**

## SUMMER 2024

**COMPLETE**



**Department of Education (DOE)  
Process**



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020    **Ordinance:** 03-03162020

**Author:** Phil Crowell, Assistant City Manager

**Subject:** City Council Student Representative

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**Information:** The city council has mentioned in previous meetings the desire to engage youth in local government opportunities. This opportunity will help prepare a young person to be a future civic leader. Many communities have student representatives, including the provision in our charter and it has proven to be very successful.

City Charter Article 2 - City Council Sec. 2.1 Powers and duties.

The City Council may appoint by rule non-voting student representatives to serve with the City Council.

The proposed student representative program will allow two students (one senior and one junior) to be an ex-officio representative on the City Council. The students will be the liaison between the City and the youth in our community.

The purpose of the staggered terms will allow for continuity with the students.

Timeline for Program Implementation

- March 2<sup>nd</sup> – Workshop with the City Council – feedback and consideration to move forward
  - March TBD - School Committee review
  - March 16<sup>th</sup> – City Council Meeting - 1<sup>st</sup> Reading
  - April 6<sup>th</sup> – City Council Meeting – 2<sup>nd</sup> Reading
  - April 13<sup>th</sup> – May 8<sup>th</sup> Applications for student representatives are accepted (current juniors and sophomores)
  - May/June – Appointment Committee meets to review applications
  - June 15<sup>th</sup> – City Council Appoints the Student Representatives
  - July 6<sup>th</sup> – Student Representatives attend first meeting
- 

**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Public hearing and recommend passage of second reading.

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**Previous Meetings:** Discussed at the 3/2/2020 Council Meeting, public hearing and passage of first reading on 3/16/2020.

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**City Manager Comments:**

I concur with the recommendation. Signature:

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**Attachments:** Proposed City Ordinance Article II Mayor and City Council Division 3 – City Council Student Representative and Student Representative Application.

## **ARTICLE II. - MAYOR AND CITY COUNCIL**

### **NEW**

#### **DIVISION 3. – CITY COUNCIL STUDENT REPRESENTATIVE**

##### **Secs. 2-67 - Position.**

There is hereby designated and created the positions of student representatives as ex-officio representatives on the City Council of the City of Auburn, not to exceed two positions. The student representatives may be students at Edward Little High School or youth residents enrolled in another educational program and will serve as a liaison between the City and youth in the community.

##### **Secs. 2-68 - Appointment.**

Students wishing to serve shall make application through the high school principal or the city clerk. The high school shall provide the nominations for student representatives, all other applications shall be submitted to the city clerk. The city clerk shall submit the applications to the City Council Appointment Committee for recommendations for final approval of the City Council. The Auburn School Department will be responsible for retention of all documents pertaining to the application and selection process for Edward Little students and the city clerk will be responsible for the retention of all other applications.

##### **Secs. 2-69 – Duties and responsibilities.**

- a. The student representatives shall be seated with the City Council and encouraged to participate in discussions on issues before the council.
- b. The agenda for City Council meetings shall provide a regular opportunity under the heading of reports for comments from the student representatives concerning activities and events at the high school or items of interest to the youth in the community.
- c. The student representatives will receive notification of an agenda packet availability on the city website for each regular and special Council meeting, except meetings solely devoted to an executive session. The student representatives will receive a copy of all notices of public hearings deemed by the City Manager to be directly related to interests or activities of youth and

students in the community. Should these disclose issues that directly impact and involve students or youth in the community, the student representatives will be encouraged to participate at the meeting or hearing to the same extent and same fashion as members of the public.

d. The student representatives shall be governed by and comply with all the provisions of the City Council Rules of Procedure.

**Secs. 2-70 – Term of office.**

The student representatives (one senior and one junior) shall serve a two-year term with one vacancy for a junior available annually in July for the graduating senior. With the exception being the initial year, the senior will only serve one-year. Terms shall start July 1<sup>st</sup> and end June 30<sup>th</sup>.

CITY COUNCIL STUDENT REPRESENTATIVE

Applicant Information:

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

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

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

School: \_\_\_\_\_ Current Grade: \_\_\_\_\_

Applicant Experience: *Please list activities in which you have participated. Include organizations, school-related activities, and community activities.*

**Name of Organization:** \_\_\_\_\_

Title or Position: \_\_\_\_\_

Period of Involvement: \_\_\_\_\_ Hours per week: \_\_\_\_\_

Name of Sponsor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

Title or Position: \_\_\_\_\_

Period of Involvement: \_\_\_\_\_ Hours per week: \_\_\_\_\_

Name of Sponsor: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employment: *Beginning with your present or most recent job if any, please list your employment history.*

**Name of Employer:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

Type of Work: \_\_\_\_\_

Period of Work: \_\_\_\_\_ Hours per week: \_\_\_\_\_

**Name of Employer:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

Type of Work: \_\_\_\_\_

Period of Work: \_\_\_\_\_ Hours per week: \_\_\_\_\_

Personal References: (Teachers, Coaches, or Counselor - please attach a separate sheet)

Student Essay

To give each applicant the opportunity to demonstrate his or her eligibility for the City Council Student Representative, answer the following questions limiting each response to 100 words or less.

Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the City Council? Any special qualities?

2. What do you envision a Student Representative as being? Why should there be one?

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in our city? What can a Student Representative do to solve such a problem?

## Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Auburn City Council Student Representative and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected as a representative. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

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Signature

Date

## Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Auburn City Council. I acknowledge that I have read and understand the Auburn City Council Ordinance and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Auburn and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Auburn Youth Council.

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Signature of Parent or Guardian

Date

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## IN CITY COUNCIL

### ORDINANCE 03-03162020

#### **Amending the Code of Ordinances by adding to Article II – Mayor and City Council, Division 3 – City Council Student Representative, Secs. 2-67 to 2-70.**

**Be it ordained,** that the Auburn City Council hereby adopts under Article II, Division 3, Secs. 2-67 to 2-70 City Council Student Representative as shown below.

#### **ARTICLE II. - MAYOR AND CITY COUNCIL**

#### **NEW**

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#### **Secs. 2-68 - Appointment.**

Students wishing to serve shall make application through the high school principal or the city clerk. The high school shall provide the nominations for student representatives, all other applications shall be submitted to the city clerk. The city clerk shall submit the applications to the City Council Appointment Committee for recommendations for final approval of the City Council. The Auburn School Department will be responsible for retention of all documents

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pertaining to the application and selection process for Edward Little students and the city clerk will be responsible for the retention of all other applications.

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- a. The student representatives shall be seated with the City Council and encouraged to participate in discussions on issues before the council.
- b. The agenda for City Council meetings shall provide a regular opportunity under the heading of reports for comments from the student representatives concerning activities and events at the high school or items of interest to the youth in the community.
- c. The student representatives will receive notification of an agenda packet availability on the city website for each regular and special Council meeting, except meetings solely devoted to an executive session. The student representatives will receive a copy of all notices of public hearings deemed by the City Manager to be directly related to interests or activities of youth and students in the community. Should these disclose issues that directly impact and involve students or youth in the community, the student representatives will be encouraged to participate at the meeting or hearing to the same extent and same fashion as members of the public.
- d. The student representatives shall be governed by and comply with all the provisions of the City Council Rules of Procedure.

**Secs. 2-70 – Term of office.**

The student representatives (one senior and one junior) shall serve a two-year term with one vacancy for a junior available annually in July for the graduating senior. With the exception being the initial year, the senior will only serve one-year. Terms shall start July 1<sup>st</sup> and end June 30<sup>th</sup>.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020      **Order:** 46-04062020

**Author:** Phil Crowell, Assistant Manager

**Subject:** Auburn – Lewiston Advisory Cable TV Board By-Laws Amendment

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**Information:** Auburn-Lewiston Advisory Cable TV Board has struggled to have consistency with maintaining a quorum to hold official meetings for the past couple of years. The committee has recently reviewed the by-laws and with new members appointed from the City of Lewiston, a quorum was met to propose the attached changes to the bylaws. The committee believes these changes are in the best interest of both cities and seek the councils to support the changes. The points of changes are the following:

- Monthly Meetings time has changed
  - Striking language relating to videoconference or telephone attendance
  - Changing the quorum language to reflect the changes on attendance
  - Adding language for Auburn that matches Lewiston’s language for staff representation to maintain consistency
  - Amendments of by-laws requiring the 60 day action by council
- 

**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Recommend passage

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**Previous Meetings and History:** 3/16/2020 workshop discussion

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Cudde".

**Attachments:** proposed amendments and order

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
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Katherine E. Boss, At Large

Jason J. Levesque, Mayor

**IN CITY COUNCIL**

**ORDER 44-04062020**

ORDERED, that the City Council hereby approves the attached amendments to the Auburn-Lewiston Advisory Cable TV Committee.

**BY-LAWS  
OF THE  
AUBURN-LEWISTON ADVISORY CABLE TV COMMITTEE**

**I. MISSION, PURPOSE AND SCOPE**

A. Mission

The cities of Auburn and Lewiston, acknowledging a need and desire for the establishment of local public access, educational and government (PEG) channels, have established the Auburn-Lewiston Advisory Cable TV Committee (sometimes referred to as “Committee”) whose primary mission is to provide policy oversight for the broadcasting of a variety of PEG programming utilizing both on site and community assets to operate Great Falls TV (sometimes referred to as “GFTV”) as an open and accessible resource to all concerned.

B. Purpose and Scope

- 1) To oversee the operation and investment of available revenues in facilities, operations and equipment that provide GFTV viewers quality and dependable local cable television and internet streaming/archiving services;
- 2) To oversee the production and programming that is generated by both GFTV and other sources from within and outside of our community;
- 3) Advising the City Councils and the public on matters relating to the administration of GFTV policies and programming;
- 4) Encouraging other PEG access stations utilizing GFTV services to reflect its policies and values relative to content broadcasted on GFTV;
- 5) Relaying pertinent operations, programming and policy information to the City Councils and the public on a timely basis;
- 6) Acting on such matters as the City Councils or the Auburn City Manager/Lewiston City Administrator deem appropriate provided that such matters relate to GFTV services/operations;
- 7) Advocate for quality local programming within the context of available resources and revenues;
- 8) Advocate for the needs of GFTV viewers;
- 9) Raise the public awareness of the Committee, inform the community of the Committee’s role, and solicit public opinion and needs.

## II. MEETINGS OF MEMBERS

### A. Monthly Meeting of Members

~~Unless otherwise posted, the regular Monthly Meeting of the Committee shall be held at Auburn Hall on the first Thursday of each month, at 6:00 P.M. for transacting business as may properly come before the Committee. The time and place of the Monthly Meeting Meetings will be held on the first Thursday of each month, at 4:00 P.M.~~ and items to be acted upon/discussed shall be posted in the agenda and submitted to the City Clerks in both cities for public posting no later than three (3) business days prior.

### B. Special Meetings of Members

Special Meetings of the Committee shall be called by the Chair or upon the request of a majority of the Committee Members (sometimes referred to as “Members”). Notice for any Special Meeting must include the nature of the business to be acted upon/discussed by the Committee and must be submitted for public posting to the City Clerks in both cities no later than twenty-four hours prior to the meeting.

### C. Members Eligible to Vote

~~Those persons who have been formally appointed as Members shall be eligible to vote at all meetings in one of the following manners:~~

- ~~1) In person.~~
- ~~2) By telephone or videoconference~~

### D. Quorum of Members

An official meeting shall require a ~~quorum consisting~~quorum consisting of no less than four (4) Members present at the meeting, ~~or three (3) Members present and no more than one (1) by telephone or videoconference.~~ If no quorum is present, a majority of those present may adjourn and reschedule the meeting in accordance with the meeting notice provisions within these by laws.

~~For purposes of voting, no less than four (4) members shall be present but a quorum of five (5) members (with no more than one Member by telephone or videoconference) shall be required (see Article III.C).~~

### E. Meetings of Members Open to Public

- 1) All meetings of the Committee shall be open to the public and shall be conducted in accordance with those public and confidential provisions outlined in Maine law.
- 2) Members of the public shall be welcomed as guests at any Regular or Special meeting of the Committee.

- 3) Members of the public may present written requests for information to any Committee Member at any time; a period of time during each Regular Meeting shall be made available for questions or comments from guests.
- 4) Guests shall have no vote on Committee matters but may be invited to participate in discussion of such matters.
- 5) Guest policies at Special Meetings shall be at the discretion of the Chair.

### III. MEMBERS

#### A. Tenure and Qualifications of Members

Four (4) Members from Auburn and four (4) Members from Lewiston shall be appointed in accordance with these By-Laws and the terms outlined in Auburn-Lewiston Local Cable TV Operations Interlocal Agreement (sometimes referred to as “Agreement”) but all committee selection/appointment ordinances and policies for the City of Auburn shall take precedence:

- 1) One (1) City Councilor or Mayor from each city may be appointed to serve two (2) year terms (to correspond with Mayor/City Council elections), and may be reappointed to an unlimited number of consecutive terms; and
- 2) with the exception of the staff position who shall serve at the pleasure of the Lewiston City Administrator and the staff position who shall serve at the pleasure of the Auburn City Manager, the inaugural terms of the remaining ~~five-four~~ Committee Members shall be staggered as a one (1), two (2) and three (3) year term of service based on a blind draw conducted by the Chair of the Committee at the first inaugural meeting of the Committee. Terms for all ~~five-four~~ Members thereafter shall be two year terms; and
- 3) in Auburn, with the noted exception of the City Manager staff position, the City Council shall appoint three-two (32) Committee Members ~~shall be appointed by~~ and serve no more than three (3) two (2) year terms; and
- 4) in Lewiston with the noted exception of the City Administrator staff position, - the Mayor shall nominate two- Members who shall be appointed by the City Council and serve no more than three (3) two (2) year terms.

In the event that a Member resigns, is removed for cause, dies or fails to be re-appointed, a new Member may be nominated by the Committee and submitted for approval by the applicable City Council to fill the vacancy. All appointments shall fill the remaining term of the vacated position or shall fill the vacancy in accordance with those provisions, ordinances or policies governing committee appointments for the applicable municipality.

All Members must be at least 18 years of age at the time of their appointment to serve as a Member.

#### B. Election and Appointment of Officers

At the inaugural meeting of the Committee, the Chair, Vice-Chair, and Secretary shall be chosen by a majority vote of the Committee with all future elections being conducted at the Regular Meeting scheduled the month prior to the expiration of terms for all Officers.

C. Voting Requirements and Email Communications

~~All legislative actions of the Auburn-Lewiston Cable TV Committee will require no less than five (5) affirmative votes. All voting actions must take place in accordance with the attendance and quorum requirements stated in Article II.D. of these by-laws.~~

No email voting is authorized but email may be used to communicate meeting notices, assess quorum availabilities, and other pertinent business information to Committee Members.

When a matter before the Committee only affects cable customers in one city, no less than three (3) Members representing the city involved must vote in the affirmative for passage.

D. Member Eligibility - Removal of Members - Vacancies

Residency shall be a requirement for all Members in both municipalities. Any action or cause resulting in a change of Member residency shall result in immediate ineligibility for Committee participation and immediate termination of Member's appointment to the Committee.

In the absence of submitting an excused absence request to the Chair, any Member who does not attend three (3) consecutive Committee meetings shall be deemed to have resigned voluntarily from the Committee, effective at the close of the third unattended meeting, unless the Committee, at the request of the Member and for good cause, shall have taken action to retain the Member.

Any Member may be removed with or without cause at any time by the affirmative vote of two-thirds of the City Council which appointed the Member or by a two-thirds vote of the Committee which must also be affirmed by a two-thirds vote of the applicable City Council. A new Member may be nominated by the Committee and submitted for approval to the applicable municipality to fill the vacancy. All such appointments shall fill the remaining term of the vacated position or shall fill the vacancy in accordance with those provisions, ordinances or policies governing committee appointments for the applicable municipality.

In the event that a Member resigns, is removed for cause, or dies, a new Member may be nominated by the Committee and submitted for approval by the applicable municipality to fill the vacancy. All such appointments shall fill the remaining term of the vacated position or shall fill the vacancy in accordance with those provisions, ordinances or policies governing committee appointments for the applicable municipality.

In the event of the removal or resignation of the Chair, the Vice-Chair shall become the interim Chair until the next Monthly Meeting at which time a person shall be elected to serve for the balance of the term of the removed Chair.

#### E. Roberts Rules

Roberts Rules of Order, Revised, shall govern the proceedings of all Committee meetings and its constituent parts except as provided in these By-Laws.

### IV. OFFICERS

#### A. Officers

The Officers of the Committee (sometimes herein “Officers”) shall consist of a Chair, Vice-Chair, and Secretary. No person may concurrently hold more than one office.

#### B. Term, Removal, Vacancy of Officers

The Officers shall be elected at the Inaugural Meeting of the Committee and shall hold office for one (1) year or until a successor is elected. No Officer may serve more than three consecutive terms in the same office. Any Officer may be removed by vote of the Committee with or without cause if it determines in its discretion that the best interests of the Committee would be served thereby.

A vacancy shall be filled by a vote of the Committee for the unexpired portion of the term.

#### C. Duties and Authority of the Chair

The Chair shall preside at all meetings of the Committee. Subject to the control of the Committee, the Chair shall be responsible for supervising and directing the affairs of the Committee and shall see that all orders and resolutions of the Committee are carried into effect. The Chair or a majority vote of the Committee may appoint Members and other public individuals to ad hoc committees to work on a variety of initiatives for the full Committee to consider. All ad hoc committee meetings shall be posted in accordance with the meeting notice and participation requirements listed in Section II of these By-Laws. The Chair or Committee authorizing the ad hoc committee may terminate the ad hoc committee at any time but must post the proposed action on the agenda of any Regular Meeting.

#### D. Duties and Authority of the Vice-Chair

The Vice-Chair shall perform such duties as shall from time to time be prescribed by the Committee or delegated by the Chair. In the absence of the Chair, the Vice-Chair shall act in his/her stead unless otherwise prescribed by the Committee.

#### E. Duties and Authority of Secretary

The Secretary shall be responsible for: keeping the minutes of the proceedings of Members in one or more books provided for that purpose; seeing that all notices are duly given in

accordance with the provisions of these By-Laws or as required by law; custody of the Committee records; keeping a register of the address of each Member and updating the same regularly; and in general performing all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Chair or by the Committee.

## V. REPORTS AND BUDGETS

### A. Annual Report

The Committee shall issue an Annual Report which shall be distributed to Members and the public no later than 5 months following the end of the fiscal year. The Annual Report shall include, among other things, information as to:

- 1) Revenues and expenditures and a comparison of those amounts to the amounts budgeted;
- 2) The number of people trained in the use of the Committee's equipment;
- 3) The nature and amount of programming produced by the Committee;
- 4) The nature and amount of programming produced in cooperation or conjunction with the Committee;
- 5) The number of persons and/or organizations utilizing the community access programming facilities;
- 6) Actions taken to encourage broad-based utilization of the community access programming facilities;
- 7) Actions taken to coordinate the Committee's programs and activities with those of other public and private organizations involved in the production of community-based cable TV programming in Maine;
- 8) Complaints received about access operations, and actions taken by the Committee to resolve such complaints;
- 9) Grants/donations awarded to the Committee for programming;
- 10) The work of each or any sub-committee appointed by the Chair.

### B. Annual Budget

Working through the department head, the station manager and the Committee shall prepare a proposed budget for each new fiscal year which shall be made available to the Lewiston City Administrator and the Auburn City Manager no later than January 31<sup>st</sup> of each year.

## VI. AMENDMENT OF BY-LAWS

These By-laws may be amended only in the following manner: an amendment may be introduced on the agenda of any Regular Monthly Meeting of the Committee. All by-law amendments receiving an affirmative vote from the Committee will be submitted to the City Clerks of both cities for action by the City Councils.

~~Once notice has been received by the City Clerks, the Committee approved By Law amendment must be posted in the agenda no later than sixty (60) days within receipt of the written Committee notice. The City Councils shall be required to vote on any By Law amendment within sixty (60) days of posting on the agenda.~~

## VII. FRANCHISE AGREEMENT OVERSIGHT PROCEDURES

The powers and duties of the Committee shall be:

- A. By appropriate orders and directions of the Auburn or Lewiston City Councils, to take action to ensure cable television service franchisee(s) compliance with the terms and conditions of their respective present and future franchise agreements with the cities of Auburn and Lewiston.
- B. To investigate complaints made to the Committee by subscribers and others within the community with respect to the access to the facilities of franchisees, the charges made for installation, service and use of such facilities, equipment rental and other charges, the quality of service provided by franchisees, billing and other matters pertaining to such service and, where feasible, to assist in resolving such complaints by appropriate order or otherwise.
- C. To advise the City Councils on all matters affecting the provision of cable television service to present and future inhabitants of the community and to recommend appropriate changes in this chapter and regulations relating to cable television service.
- D. To review, evaluate and make recommendations to the Auburn and Lewiston City Councils with respect to renewal of existing franchises and to proposals for award of future franchises for cable television service to inhabitants and others within the village.
- E. To inspect the books, records and other information sources of any franchisee as permitted or required by the terms of any franchise agreement now or hereafter entered into by the cities of Auburn and Lewiston.
- F. To meet periodically with franchisees as provided by franchise agreements to discuss the manner in which such agreements are being implemented and such other topics as are of interest to the village and franchisees. The Committee may delegate this duty by its rule or regulation to a sub-committee or to one or more Members of the Committee.
- G. In cooperation with the Auburn and Lewiston Planning Boards, to conduct studies, surveys and investigations as necessary with respect to present or future provision of cable television service within the community as may be necessary to carry out the general purposes of this chapter.
- H. To maintain liaison and communication with franchisees, federal and state regulatory bodies and public and private agencies, institutions and individuals of local, state or national scope whose activities have an impact on the quality or availability of cable television service and who can be of assistance to the Committee.

I. To coordinate, assist and unify efforts of private groups, institutions and individuals within the community to assist the Committee in the exercise of its powers and the discharge of its duties as expressed in these by-laws.

J. To plan, coordinate and make arrangements for broadcast of a civic and informational nature and public emergency broadcasting and two-way voice and data transmission by the one or both cities as available, utilizing the facilities of present and future franchises in accordance with applicable state and federal regulations and the terms and conditions of the respective present and future franchise agreements.

K. To make recommendations with respect to the installation and use of service connections and radio-frequency distribution systems in buildings owned by both cities for the provision of cable television service to such buildings.

L. To carry out such other duties as may be assigned from time to time as mutually agreed to by the Auburn and Lewiston City Councils.

#### VIII. MISCELLANEOUS

A. Fiscal Year

The Corporation shall utilize a fiscal year ending June 30.

B. Web Page Posting.

All policies, agendas and meeting notices, along with other Committee business, franchise agreement, programming and other related Committee business shall be posted on the Committee's web page.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Author:** Derek Boulanger, Facilities Manager/ Purchasing Agent

**Subject:** Eagle Creek Net Energy Billing Credits Agreement

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**Information:** In October of 2019 an RFP was released seeking proposals for the purchase of renewable energy. Of the four responses the proposal from Eagle Creek stood out as the best opportunity for the City. Under the proposed net metering arrangement, the City of Auburn would purchase all the electricity produced annually (2,618,000 kWh) at the Hackett Mills hydroelectric facility located on the Little Androscoggin River in Poland.

Eagle Creek benefits:

- The price of \$0.079 per kWh will provide significant savings (Approximately \$125,000 per year).
- Eagle Creek will convey environmental attributes to the City that may have value in the future (the City can also claim purchase of renewable energy).
- The facility is already in operation, no additional permitting, outside financing or additional construction is required. This will allow the City to capture savings quicker than proposed solar projects.

On February 5, 2020, at a joint City and School Department meeting, the proposal and relevant information was presented to the Mayor and City Council and staff received direction to proceed with negotiations with Eagle Creek Renewable Energy. Attached is the draft agreement as a result of the negotiations.

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**City Budgetary Impacts:** Reduction in Electricity Costs.

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**Staff Recommended Action:** Enter into a Net Energy Billing Credits Agreement with Eagle Creek Renewable Energy.

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**Previous Meetings and History:** February 5, 2020

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Coakley".

**Attachments:**

Eagle Creek NEBCA Draft Agreement  
Eagle Creek NEBCA Council Order  
Estimated Savings Summary

## NET ENERGY BILLING CREDITS AGREEMENT

This Net Energy Billing Credits Agreement (“*Agreement*”) is entered into as of \_\_\_\_\_, 2020 (the “*Effective Date*”) and is by and between **Eagle Creek Renewable Energy, LLC** (the “*Seller*”), and the **City of Auburn, Maine** (the “*Buyer*”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

**WHEREAS**, Seller is in the business of financing, developing, owning, operating and maintaining hydroelectric generation facilities;

**WHEREAS**, Seller owns, operates and maintains a Distributed Generation Resource (the “*Distributed Generation Resource*”);

**WHEREAS**, the Distributed Generation Resource is expected to qualify for Net Energy Billing pursuant 35-A M.R.S.A. § 3209-B and the customer net energy billing rules promulgated by the Maine Public Utilities Commission (“MPUC”), 65-407 C.M.R. ch. 313, and will, therefore, generate Net Energy Billing Credits for each kilowatt hour of electricity generated and delivered to the grid by the Distributed Generation Resource; and

**WHEREAS**, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, the Net Energy Billing Credits generated by the Distributed Generation Resource during the Term, subject to the terms and conditions, and at the prices, set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual premises, representations, warranties, covenants, conditions herein contained, and the Exhibits attached hereto, Seller and Buyer agree as follows.

### ARTICLE I DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

“**Applicable Legal Requirements**” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction, including the Net Energy Billing regulations, of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Distributed Generation Resource, as well as the selling and purchasing of Net Energy Billing Credits therefrom.

“**Business Day**” means a day on which Federal Reserve member banks in Boston are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“**Commencement Date**” is defined in Section 4.1.

“**Confidential Information**” means all oral and written information exchanged between the Parties which contains proprietary business or confidential information of a Party and is clearly marked or designated as “confidential” by such Party in writing. The Parties agree that the specific economic terms (but not the existence) of this Agreement constitute Confidential Information. The following exceptions,

however, do not constitute Confidential Information for purposes of this Agreement and as to this Agreement itself: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by the receiving Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to receiving Party from a source other than the disclosing Party if such source was not subject to any prohibition against disclosing the information to such Party under an agreement with the disclosing Party; (d) information a Party is required to disclose in connection with any administrative or regulatory approval or filing process in connection with the conduct of its business or in accordance with any statute or regulations; (e) information disclosed as part of a public proceeding or meeting of the Buyer's governing or legislative body that is held to authorize the Buyer to enter into this Agreement; (f) information disclosed pursuant to any applicable law, rule or regulation requiring such disclosure, or as compelled by legal process including, but not limited to any "public records", the Maine Freedom of Access Law, or "freedom of information" request or pursuant to the order or requirement of a court, administrative agency, or other Governmental Authority and (g) information that is disclosed by the receiving Party with the prior written permission of the disclosing Party.

**"Distributed Generation Resource"** means the Hackett Mills hydropower electrical generation facility owned, operated and maintained by Seller, with a nameplate capacity of approximately \_\_\_\_\_ MW (DC), which qualifies for Net Energy Billing, together with all appurtenant facilities required to interconnect the Distributed Generation Resource to the local electric distribution system, all located in Poland and Minot, Maine, as described in Exhibit D, attached hereto.

**"Energy"** means the amount of electricity either used or generated over a period of time, expressed in terms of kilowatt hour ("kWh") or megawatt hour ("MWh").

**"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, reflecting the environmental attributes of the production of electrical energy by the Distributed Generation Resource and its displacement of conventional energy generation, including (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Certificates (RECs) issued by the NEPOOL Generation Information System (GIS). Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Tax Attributes. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, investment credits, emissions allowances, green tags, tradeable renewable credits and Green-e® products.

**"Force Majeure"** means any cause not within the reasonable control of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by Buyer may not be asserted as an event of *Force Majeure* by Buyer; insurrections; military action; war, whether or

not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party; general economic or energy market conditions; or acts, failures to act, or orders of any Governmental Authority related to 35-A M.R.S.A. § 3209-B, the Net Energy Billing Regulations, Governmental Charges or federal, state or local taxes shall not constitute an event of *Force Majeure*.

**"Generation Contingent"** means that Seller's failure to deliver is excused if the Distributed Generation Resources for any reason does not generate sufficient energy necessary to deliver Net Energy Billing Credits hereunder. In such an event, Seller shall not be liable to Buyer for any damages, except as to those related to the Performance Guaranty.

**"Governmental Authority"** means any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

**"Governmental Charges"** means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, the LDC, or other similar entity, on or with respect to the Net Energy Billing Credits.

**"Interconnection Agreement"** shall mean the Interconnection Service Agreement entered into with the LDC, which authorizes the interconnection of the Distributed Generation Resource with the local electric distribution system, which confirms the eligibility of the Distributed Generation Resource for Net Energy Billing, and which specifies (directly or by reference to the "Commercial or Institutional Customer Allocation to the Commercial or Institutional Customer of Shared Financial Interest Customers Tariff Rate Agreement" or similar agreement between the LDC and the Seller (the "Tariff Rate Agreement") filed by Seller under the Tariff) the manner in which Net Energy Billing Credits shall be allocated

**"Interest Rate"** means 200 basis points above the prime rate as published in the Wall Street Journal, provided, however that the interest shall not exceed the maximum rate permitted by law.

**"LDC"** means the local electric distribution company.

**"Lender"** means the entity or person(s) providing financing to Seller in connection with the Distributed Generation Resources.

**"Net Energy Billing"** shall have the meaning set forth in 35-A M.R.S.A. § 3209-B(1)(D) and as set forth in the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313.

**"Net Energy Billing Credits"** means those bill credits as set forth in 35-A M.R.S.A. § 3209-B(5) and as set forth in the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313, § 3(K)(1).

**"Net Energy Billing Regulations"** are the Maine net energy billing statute, 35-A M.R.S.A. § 3209-B and the MPUC customer net energy billing rules, 65-407 C.M.R. ch. 313.

**"Performance Guaranty"** shall have the meaning set forth in Exhibit E.

**“Renewable Energy Certificate”** or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, any Tax Attributes and the Net Energy Billing Credits.

**“Tariff”** means the LDC’s tariff for interconnection for Commercial or Institutional Distributed Generation Resources and Net Energy Billing services, as approved by the MPUC, together with any subsequent amendments and approvals thereto.

**“Tax Attributes”** means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Distributed Generation Resources or the output generated by the Distributed Generation Resources (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation).

## **ARTICLE II TERM**

2.1 **Term.** The term of this Agreement (the **“Term”**) shall commence on the Commencement Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20<sup>th</sup>) anniversary of the Commencement Date (as defined hereafter in section 4.1) (the **“Termination Date”**), or (ii) such date as of which this Agreement may be earlier terminated pursuant to Section 6.1(a) hereof.

## **ARTICLE III FACILITY OWNERSHIP AND OPERATION**

3.1 **Title.** Title to the Distributed Generation Resource and all generation capacity credits and Tax Attributes produced or associated with the Distributed Generation Resource shall be with the Seller. Title to the Percentage of Environmental Attributes shall be transferred to the Buyer within thirty (30) days of Seller’s receipt of each payment under Section 5.1 of this Agreement.

3.2 **Notice of Commencement Date.** Subject to the provisions of this Agreement, Seller shall promptly notify Buyer in writing when the Distributed Generation Resource has achieved the Commencement Date.

3.3 **Seller’s Operation of Facility.** Seller shall install, operate and maintain the Distributed Generation Resource in material accordance with all Applicable Legal Requirements, all equipment manufacturers’ guidelines and recommendations, and pursuant to widely accepted industry practice and shall maintain such documents and records necessary to confirm Seller’s installation, operation and maintenance of the Distributed Generation Resource in material accordance with such standards.

3.4 **Seller’s Obligation To Maintain Facility; Insurance.** Seller shall maintain the Distributed Generation Resource and the individual components thereof in good working order at all times during the Term of this Agreement, subject to reasonable time allowed for maintenance, repair and event(s) of Force Majeure. Seller shall carry insurance coverage in an amount reasonably expected to repair or replace the Distributed Generation Resource if damaged, or in an amount as required by a Lender, at Seller’s discretion. For the duration of the Agreement, Seller shall carry all insurance required by Applicable Legal Requirements and Commercial General Liability Insurance, including coverage by an endorsement or otherwise for Seller’s defense and indemnification obligations under the Agreement, with per occurrence limits of not less than one million dollars (\$1,000,000).

3.5 Seller's Performance Guaranty. Seller shall be responsible for operation and maintenance of the Distributed Generation Resource to meet the Performance Guaranty, as set forth in Exhibit E.

#### **ARTICLE IV PURCHASE AND SALE OF NET ENERGY BILLING CREDITS**

4.1 Sale and Purchase of Net Energy Billing Credits. Commencing on the date that the Distributed Generation Resource is approved for Net Energy Billing by the LDC, subject to the provisions of the Net Energy Billing Regulations (the "**Commencement Date**"), on a monthly basis, Seller agrees to sell to Buyer and Buyer agrees to purchase and accept all of Seller's right, title and interest to 100% (the "**Percentage**") of the Net Energy Billing Credits generated by the Distributed Generation Resource and a corresponding quantity of Environmental Attributes, free and clear of all claims, liens, security interests and encumbrances of any kind, nature and description. Except as provided in Seller's Performance Guaranty, as set forth in Exhibit E, Seller's obligations under this Section 4.1 are Generation Contingent.

4.2 Allocation. To facilitate delivery of the Net Energy Billing Credits purchased and sold pursuant to Section 4.1, Seller shall request (through completion of the applicable Tariff Rate Agreement) that the LDC allocate the quantity of Net Energy Billing Credits specified in Section 4.1 to Buyer's customer account(s), as further set forth in Exhibit A, "Buyer's Designation of Customer Accounts," attached hereto and incorporated herein. Buyer understands that the Net Energy Billing Credits received by Buyer for a particular month will be reflected on Buyer's statement from the LDC as a monetary credit amount and not as an electricity quantity; and that such credit will be reflected on Buyer's monthly invoice according to the LDC's billing cycle, which may be approximately one (1) month after the Net Energy Billing Credits are generated by the Distributed Generation Resource.

4.3 Payment. For each month of the Term, the payment that Buyer shall make to Seller for the purchase of the Percentage of Net Energy Billing Credits and Environmental Attributes (the "**Payment**") shall be determined by multiplying (a) the rate per MWh set forth in Exhibit B, attached hereto and incorporated herein, by (b) the MWhs generated and delivered to the grid by the Distributed Generation Resource as measured by the LDC that are included in the calculation of the Net Energy Billing Credits allocated to Buyer's customer account(s) for that month, and by (c) the Percentage. The timeframe for issuance, certification, registration and delivery to the Buyer of Environmental Attributes and RECs for which payment made under this Section 4.3 is set forth in Section 6.1(b).

4.4 Buyer's Purchase Contingent on Allocation of Credits by LDC. The Parties acknowledge and agree that Buyer's agreement to purchase Net Energy Billing Credits from Seller are contingent upon and subject to the LDC's acceptance of and allocation of such Net Energy Billing Credits to Buyer's customer account with LDC as set forth in Section 4.2 herein. During the Term of this Agreement, if for any reason the LDC refuses to allocate a portion or all of the Net Energy Billing Credits to Buyer's customer accounts, Buyer's obligation to purchase such Net Energy Billing Credits shall be unenforceable and void as to the affected Net Energy Billing Credits, and Seller shall promptly refund to Buyer the Payment previously made by Buyer for any such Net Energy Billing Credits which the LDC refused to credit to Buyer's customer accounts. In such event, Buyer shall return to Seller any RECs associated with the Buyer's purchase of such Net Energy Billing Credits which the LDC refused to credit to Buyer's customer account(s).

4.5 Title To Net Energy Billing Credits. Title to the Net Energy Billing Credits will pass from Seller to Buyer upon the LDC's allocation of such Net Energy Billing Credits to Buyer's customer account(s).

4.6 Non-Exclusive Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that (a) Buyer's agreement to purchase Net Energy Billing Credits and RECs

from Seller is not exclusive, and Buyer shall have the right and ability to enter into agreements with other parties to purchase additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements, in addition to those purchased from the Seller, and (b) Seller's agreement to sell Net Energy Billing Credits and RECs to Buyer is not exclusive, and Seller shall have the right and ability to enter into agreements with other parties to sell additional Net Energy Billing Credits and/or RECs, subject to all Applicable Legal Requirements.

#### 4.7 Governmental Charges.

a. Seller is responsible for any Governmental Charges currently attributable to the sale of Net Energy Billing Credits to Buyer, irrespective of whether imposed before, upon or after the allocation and delivery of Net Energy Billing Credits to Buyer. Other than the Payment set forth in Section 4.3, Buyer shall not be responsible for any taxes, Governmental Charges, costs, duties, tariffs, licenses, fees, permits, assessments, adders or surcharges, imposed or authorized by a Governmental Authority, LDC, or similar entity, that are associated with the Distributed Generation Resource, including but not limited to any charges or costs associated with metering the generation from the Distributed Generation Resource or settling such generation in the ISO-NE wholesale markets.

b. The Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges to the extent permitted by law. In the event any of the sales of Net Energy Billing Credits hereunder are to be exempted from or not subject to one or more Governmental Charges, the Party claiming such exemption shall, upon a Party's written request therefore, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion in a timely manner. If any sales or other tax is applicable to this Agreement in the future, Seller shall cooperate with Buyer to ensure that Buyer receives the full benefit of Buyer's tax exempt status. For the avoidance of doubt, the transactions under this Agreement are not subject to any sales tax.

## **ARTICLE V PAYMENT**

5.1 Payment. During each monthly LDC billing cycle, Seller shall invoice Buyer for the Payment for the Net Energy Billing Credits allocated to Buyer's designated customer account(s) with the LDC during the prior monthly LDC billing cycle (the "**Invoice**"). Buyer shall either promptly provide its monthly LDC bill to Seller, or, shall allow Seller to access Buyer's monthly bill directly with the LDC, at Buyer's discretion. Subject to the provisions of Section 4.4, Buyer shall pay all invoiced amounts owed to Seller by a mutually agreeable method. Any undisputed payment not made to Seller within thirty (30) days of the Buyer's receipt of a proper Invoice shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received by Seller. Such interest shall accrue at a rate equal to the Interest Rate.

5.2 Records and Audits. Each Party shall keep, for a period of not less than six (6) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, Invoices, charges, Environmental Attributes registrations and transfers, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such transactions during the other Party's normal business hours. Seller shall, at Buyer's request, such request to not occur more than annually, provide documentation itemized by month of the amount of total electricity generated by the Distributed Generation Resource and delivered to the grid and/or the calculation of the Net Energy Billing Credits and accountings of Environmental Attributes, including registrations and transfers.

5.3 Dispute. If a Party, in good faith, disputes an amount owed or paid as provided in this Agreement, the disputing Party shall immediately notify the other Party of the basis for the dispute and the obligated Party shall pay the undisputed portion of such Invoice no later than the due date. Upon resolution of the dispute, any required payment shall be made within seven (7) Business Days of such resolution along with the interest accrued at the Interest Rate, from and including the due date through and including the date such payment is actually received by Seller. Any overpayments shall be returned by the receiving Party upon request or deducted from subsequent payments at the option of the overpaying Party with interest accrued at the Interest Rate from the date payment was made to the date payment is returned by the receiving Party. The Parties shall only be entitled to dispute an amount owed or paid within twenty-four (24) calendar months from the date of issuance of such Invoice. If the Parties are unable to resolve a payment dispute, the Parties shall follow the procedure set forth in Section 12.5.

## **ARTICLE VI OBLIGATIONS OF THE PARTIES**

### 6.1 Net Energy Billing.

a. Each Party's obligations under this Agreement are subject to (i) the Distributed Generation Resource qualifying for Net Energy Billing pursuant to the Net Energy Billing Regulations; and (ii) the Parties' agreement that this Agreement complies with the Net Energy Billing Regulations. If, within twelve (12) months from the Effective Date, the Distributed Generation Resource does not so qualify and/or this Agreement does not so comply, this Agreement shall automatically terminate without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and the Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination. For the avoidance of doubt, except as provided in Section 4.4, the Seller shall not be required to refund any Payment or portion of any Payments made by the Buyer prior to such termination.

b. Subject to the provisions of this Agreement, each Party agrees to take all reasonable measures with respect to which it has legal capacity to facilitate and expedite the review of all approvals necessary for the Distributed Generation Resource to be eligible for and participate in Net Energy Billing and issuance, qualification, certification, registration and delivery of RECs to the Buyer within the NEPOOL GIS. Seller shall apply for and procure the issuance, registration and certification of RECs and any other Environmental Attributes for all MWh generated and delivered to the grid by the Distributed Generation Resource under the NEPOOL GIS Operating Rules. Seller shall transfer the Percentage of Environmental Attributes to Buyer within thirty (30) days of Seller obtaining right, title or interest to the Environmental Attribute(s). If Seller fails to effect such transfer within the thirty (30) day window, , then after providing Seller with ten (10) days written notice and an opportunity to cure, Buyer may commercially purchase RECs and any other Environmental Attributes reasonably equivalent to those that Seller failed to deliver and Seller shall be liable for Buyer's excess costs and fees, including attorney's fees, reasonably associated with such purchase. Buyer may offset costs and fees incurred in accordance with this subsection against any Payment to Seller.

c. So long as any such amendment will materially benefit a Party without material detriment to the other Party and is otherwise permitted by law, the Parties commit to each other in good faith to make commercially reasonable efforts to fully cooperate and assist each other to amend this Agreement to conform to Net Energy Billing rule(s) or regulation(s) and NEPOOL GIS qualification and ensure that the Distributed Generation Resource is eligible for Net Energy Billing and REC issuance under the GIS rules.

d. Upon implementation by the MPUC or other Governmental Authority of any rule or regulation that may affect any provision of this Agreement, in particular any rule or regulation regarding the provision of or eligibility for Net Energy Billing, the Parties shall negotiate in good faith to amend this

Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent possible, and shall use commercially reasonable efforts to conform such amendment to the original intent of this Agreement and to do so in a timely fashion.

#### 6.2 Seller's Obligations.

a. Seller shall maintain accurate operating and other records and all other data for the purposes of proper administration of this Agreement, including such records as may be required of Seller (and in the form required) by any Governmental Authority or the LDC.

b. Seller shall file with the LDC in a timely manner the initial Tariff Rate Agreement and any modifications to that Tariff Rate Agreement or any subsequent Tariff Rate Agreement as directed by Buyer in accordance with this Agreement and Applicable Legal Requirements.

c. Seller shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

#### 6.3 Buyer's Obligations.

a. Buyer shall perform its obligations under this Agreement in full compliance with the Applicable Legal Requirements.

b. Buyer shall reasonably cooperate with Seller so that Seller can meet its obligations under this Agreement, which cooperation shall include, but not be limited to, timely providing (or to the extent possible, reasonably facilitating that the LDC timely provides) to Seller full and complete information regarding the value of any Net Energy Billing Credits that have been allocated to Buyer's customer account(s) by the LDC.

### **ARTICLE VII REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; BUYER'S COVENANTS**

7.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows.

a. The Party is duly organized, validly existing, and in good standing under the laws of Maine.

b. The Party has full legal capacity to enter into and perform this Agreement.

c. The execution, delivery and performance of the Agreement and the consummation of the transaction hereunder have been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

d. The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate or conflict with any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

e. There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that

would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

7.2 Forward Contract; Bankruptcy Code. Seller asserts that this Agreement and the transactions contemplated hereunder are a “forward contract” within the meaning of the United States Bankruptcy Code, and that Seller is a “forward contract merchant” within the meaning of the United States Bankruptcy Code. The Seller further assert that Seller is not a “utility”, as such term is used in Section 366 of the United States Bankruptcy Code, and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

## **ARTICLE VIII TERMINATION/DEFAULT/REMEDIES**

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

a. The Party fails to make any material payment due under this Agreement within thirty (30) days after such payment is due unless the specific amount of the payment not made is being disputed and such failure continues for a period of five (5) Business Days after receipt of written notice of such nonpayment.

b. The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement other than a failure to make payment and such failure continues for a period of thirty (30) days after receipt of written notice thereof from another Party; provided, however, if the defaulting Party proceeds with due diligence during such thirty (30) day period to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party's time to do so shall be extended by the time reasonably necessary to cure the same, provided that such extended cure period shall be no longer than ninety (90) days.

c. Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements or representations and warranties of this Agreement.

d. The Party: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) except for assignments made pursuant to Section 10.1 (regarding financing), makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) except for exercise of possession through assignments made pursuant to Section 10.1 (regarding financing), has a secured party take possession of all or substantially all of its assets, a Distributed Generation Resource, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure* a Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, as soon as reasonably practicable after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period and extent of delay or interruption of such Party's performance hereunder; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations.

8.3 Termination for Default.

a. Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, which shall be at least five (5) Business Days after the giving of such notice, and upon any termination date specified in such notice, this Agreement shall terminate as of the date set forth in the Notice.

b. In the event this Agreement is terminated as a result of an Event of Default, (i) Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, any Net Energy Billing Credits from Seller, provided, however, that Buyer shall pay Seller for any Net Energy Billing Credits generated by Seller that have or may continue to be allocated to Buyer by the LDC, and (ii) Seller shall notify the LDC immediately to stop any future Net Energy Billing Credits allocation to Buyer forthwith, and shall promptly provide a copy of such notification to Buyer.

**ARTICLE IX  
REMEDIES AND LIMITATION OF LIABILITY**

9.1 Remedies. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance or termination of the other Party hereto under this Agreement. Each Party agrees that it has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.

9.2 Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF ANY OF THE PARTIES RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY. FOR THE AVOIDANCE OF DOUBT, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY.

9.3 Indemnification. Notwithstanding anything to the contrary in Section 9.2, Buyer shall not be responsible or liable for any personal injury or property damage caused by or occurring upon the Distributed Generation Resource, its site, or any individual component thereof. Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, and employees from and against any and all claims, demands, liens, lawsuits, judgments or actions of any nature that may be brought on account of the construction,

installation, operation, maintenance, repair or replacement of the Distributed Generation Resource or any component thereof.

a. THIS DEFENSE AND INDEMNIFICATION OBLIGATION IS INTENDED TO WAIVE AS BETWEEN THE PARTIES ANY EXCLUSIVITY-OF-REMEDY DEFENSE OR EMPLOYER IMMUNITY PROVISIONS THAT MAY OTHERWISE BE AVAILABLE TO SELLER UNDER WORKERS' COMPENSATION OR SIMILAR LAWS.

b. **Nothing in the Agreement shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to Buyer or its officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.**

#### 9.4 Waivers.

a. No Implied Waivers – Remedies Cumulative. No covenant or term under this Agreement shall be deemed to have been waived by a Party, unless such waiver shall be in writing and signed by the Party against whom it is to be enforced or such Party's duly authorized agent. Consent or approval of a Party to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve any other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. The failure of a Party to insist upon the strict performance of any one of the covenants or terms of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or term, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of a Party herein specified or any other right or remedy that a Party may have at law, in equity or otherwise upon breach of any covenant or terms herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other.

b. Acceptance of Payment. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under the covenants or terms of this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.

### ARTICLE X ASSIGNMENT

10.1 Prior Written Consent. No Party shall assign or in any manner transfer this Agreement or any part thereof without the prior written consent of the other Party, which consent may not be unreasonably conditioned, withheld or delayed, except that no prior written consent but only written notification to Buyer shall be required in connection with any assignment by the Seller in connection with the financing of or tax equity investment in the Distributed Generation Resource.

#### 10.2 Collateral Assignment; Financing Provisions.

a. Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Distributed Generation Resource. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Distributed Generation Resource. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Buyer agrees as follows:

i. Consent to Collateral Assignment. Buyer hereby consents to both the sale of the Distributed Generation Resources to a Lender and the collateral assignment for the financing of the Seller's right, title and interest in and to this Agreement, provided that Lender (or its assignee) is of equivalent or greater creditworthiness than Seller, and Lender (or its assignee) agrees to assume all of Seller's rights under this Agreement in the event that Lender exercises its remedies such that the Distributed Generation Resource is sold to Lender.

ii. Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. After notice to Buyer that Seller has defaulted under the financing, the Lender, as owner of the Distributed Generation Resource, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Distributed Generation Resource. Seller hereby authorizes Buyer to rely on any such notice, to accept performance of any such rights by Lender and to make payments of amounts due hereunder to Lender, and Seller releases and discharges Buyer of, and from any liability to Lender on account of any such payments;

(B) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Distributed Generation Resource by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Except as set forth in Article 8, any such exercise of remedies shall not constitute a default under this Agreement; and

(C) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Seller under the United States Bankruptcy Code, at the request of Lender made within ninety (90) days of such termination or rejection, Buyer may, in Buyer's complete discretion, elect to enter into a new agreement with Lender or its assignee having substantially the same terms and conditions as this Agreement.

iii. Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after expiration of the periods provided for in this Agreement; provided that if Seller's default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period. In the event that Lender does not effectuate cure within the time periods specified herein, Buyer shall not be obligated to accept later cure of any default hereunder, but may, at any time after expiration of such periods, exercise any termination rights available under this Agreement.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control by receivership or otherwise, of Seller's assets and shall, within the time periods described in Section

10.2(a)(iii)(A), cure all material defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then the Lender or its assignee shall no longer be in default under this Agreement, and provided that after such change in title or control Buyer shall continue to receive all the Net Energy Billing Credits due to it as set forth in this Agreement, this Agreement shall continue in full force and effect as a direct contract between the Lender or its assignee, as Seller, and Buyer, provided that Buyer shall not be obligated to pay any sums to any assignee of Lender until Buyer has received notice from such assignee that it has succeeded to such interest.

b. Lender a Third Party Beneficiary. Buyer agrees and acknowledges that Lender is a third party beneficiary of the provisions of this Section 10.2.

c. Entry to Consent to Assignment. Buyer agrees, at Seller's sole cost and expense, to execute such consents to assignment, estoppel certificate or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with the financing or sale of the Distributed Generation Resources, pursuant to this Section 10.2 and which do not change or alter any material term of this Agreement.

## **ARTICLE XI AMENDMENT FOR FINANCING**

11.1 Obligation to Modify the Agreement for Financing. If a Lender requires this Agreement to be modified, or if a Seller, in good faith, requires the Agreement to be modified in order to finance, develop or operate the Distributed Generation Resource, and in each case the modifications are reasonable and do not materially impact the terms of the Agreement, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. To the extent that Buyer incurs costs or fees, including attorneys' fees, as a result of its efforts to accommodate a modification to the Agreement under this Section 11.1, Seller shall be liable to Buyer for such costs and fees. If the Parties, negotiating in good faith, cannot agree on such amendments, or if a Seller determines in good faith that the Agreement cannot be amended to allow the Distributed Generation Resource to be financed, developed or operated in a commercially reasonable manner, then the terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the Seller to the Buyer and of the Buyer to the Seller, provided that the Buyer and Seller shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

## **ARTICLE XII MISCELLANEOUS**

12.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; and email with receipt confirmed by email or in writing by recipient, and shall be sent to the following addresses:

If to Seller:

Matthew Ocwieja, Vice President – Asset Management  
Eagle Creek Renewable Energy, LLC  
65 Madison Avenue, Suite 500  
Morristown, NJ 07960  
Phone: (973) 998-8409  
Email: matt.ocwieja@eaglecreekre.com

If to Buyer:

Peter J. Crichton, City Manager  
City of Auburn  
60 Court Street  
Auburn, ME 04210  
Phone: (207) 333-6601 ext. 1221  
Email: pcrichton@auburnmaine.gov

Any Party may change its address and contact person for the purposes of this Section 12.1 by giving notice thereof in the manner required herein.

12.2 Confidentiality. Except as provided in this Section 12.2, no Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time during or after the term of this Agreement, without the other Party's prior express written consent.

a. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, actual or potential Lenders (with respect to Seller), advisors, consultants, agents, officers, directors, members, and employees who have a need to know related to this Agreement.

b. If required by any law, statute, ordinance, decision, or regulation or pursuant to any order issued by a court, governmental agency or authority having jurisdiction over a Party, that Party may release or disclose Confidential Information, or a portion thereof, as required by applicable law, statute, ordinance, decision, order or regulation, and a Party may disclose Confidential Information to accountants in connection with audits.

12.3 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired, and provided further, however, that the Parties shall enter into negotiations concerning the terms affected by such decisions for the purpose of achieving conformity with requirements of any Applicable Legal Requirements and the intent of the Parties.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law. If, due to any change in Applicable Legal Requirements or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the Effective Date, performance of any provision of this Agreement or any transaction contemplated hereby shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

12.5 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 12.5 shall be the exclusive mechanism to resolve disputes arising under or related to this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement.

a. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.

b. In the event that the Parties cannot timely resolve a dispute, by informal negotiations, the sole venue for judicial enforcement shall be the courts of Maine. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Maine in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

c. Notwithstanding the foregoing, injunctive relief from such court may be sought without resorting to a form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

12.6 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

12.7 Press Releases and Use of Buyer's Name and Logo.

a. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, or the sale or purchase of Net Energy Billing Credits. No Party shall use the name, trade name, service mark, or trademark of the other in any promotional or advertising material without the prior written consent of the other Party, provided that such consent may require the Parties to execute a separate trademark licensing agreement.

b. Seller shall not use Buyer's name or logo, of the logo of Buyer's affiliates, in any marketing materials or statements regarding this Agreement without prior written consent from Buyer.

12.8 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.

12.9 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

12.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

12.11 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of the Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

12.12 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

12.13 Survival. The provisions of Sections 3.1 (Title), 4.5 (Title to Net Energy Billing Credits, 5.1 (Payment), 5.3 (Dispute), 8.3 (Termination for Default), 9.1(Remedies), 9.2 (Limitation of Liability), 9.3 (Indemnification, 9.4 (Waivers), and Article 12 (Miscellaneous), shall survive the expiration or earlier termination of this Agreement. The provisions of Section 5.2 (Records and Audits) shall survive the expiration or earlier termination of this Agreement for a period of six (6) years.

12.14 No Third-Party Beneficiaries. Except as set forth in Section 10.2(b), this Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement, except that this Section 12.14 shall not limit the rights of a Lender pursuant to Section 10.2.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**BUYER:**  
**City of Auburn**

By: \_\_\_\_\_  
Name: Peter J. Crichton  
Title: City Manager

**SELLER:**  
**Eagle Creek Renewable Energy, LLC**

By: \_\_\_\_\_  
Name: Matthew Ocwieja  
Title: Vice President – Asset Management

List of Exhibits to Agreement

Exhibit A – Buyer’s Designation of Customer Accounts

Exhibit B – Price

Exhibit C – Theoretical Energy Production

Exhibit D – Distributed Generation Resource Description

Exhibit E – Performance Guaranty

NONAPPROPRIATION ADDENDUM

**EXHIBIT A**

**BUYER'S DESIGNATION OF CUSTOMER ACCOUNTS**

Buyer may in its sole discretion provide written notice to Seller to modify the list of accounts, provided that the Percentage as set forth in Section 4.1 does not change. Within ten (10) business days of Seller's receipt of such notification, Seller shall forthwith notify the LDC of such change and file modified schedules or tariff agreements, as required to effectuate such change.

<b>Account Number</b>	<b>Net Metering Schedule Allocation</b>
TOTAL:	100%

**EXHIBIT B**

**PRICE**

<b>Year</b>	<b>\$/MWh</b>
1	\$79.50
2	\$79.50
3	\$79.50
4	\$79.50
5	\$79.50
6	\$79.50
7	\$79.50
8	\$79.50
9	\$79.50
10	\$79.50
11	\$79.50
12	\$79.50
13	\$79.50
14	\$79.50
15	\$79.50
16	\$79.50
17	\$79.50
18	\$79.50
19	\$79.50
20	\$79.50

**EXHIBIT C**

**THEORETICAL ENERGY PRODUCTION**

	<b>Average Monthly Generation (MWh)</b>
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<b>TOTAL</b>	<b>2,618</b>

**EXHIBIT D**

**DISTRIBUTED GENERATION RESOURCE DESCRIPTION**

Facility Name	Hackett Mills Hydroelectric Facility
Facility Size	[INSERT] MW DC
Service Territory	Central Maine Power Company
Service Load Zone	Maine
Facility Coordinates	[INSERT], [INSERT]
Town	Poland and Minot, ME
Expected Generation (Year 1)	2,618 MWh

DRAFT

## EXHIBIT E

### PERFORMANCE GUARANTY

1. Performance Guaranty. Seller guarantees that during the term of the Agreement, the Distributed Generation Resource will generate the guaranteed Megawatt-hours (MWh) (AC) of energy, as follows:
  - A. Commencing on the second anniversary of the Commencement Date, if on that date and on each successive twenty-four (24) month periods thereafter, the Actual MWh (AC) (defined below) generated over the prior 24-month period is *less* than the Guaranteed MWh (AC) (defined below) over that same 24-month period, then Seller will pay Buyer an amount equal to the difference between the Guaranteed MWh (AC) and the Actual MWh (AC) multiplied by the Guaranteed Energy Price per MWh (AC) (defined below) for that same 24-month period.
  - B. “Guaranteed MWh (AC)” means an amount of AC electricity produced equal to 70% of the Theoretical Annual Energy Production (defined below) for a 24-month period as set forth in Exhibit C, subject to the exclusions and adjustments in Section 2 of this Exhibit E.
  - C. “Actual MWh (AC)” means the AC electricity generated and delivered to the grid by the Distributed Generation Resource in MWh credited by the LDC to Buyer’s account(s) during each 24-month period beginning on the second anniversary of the Commencement Date.
  - D. “Guaranteed Energy Price per MWh (AC)” means the positive difference, if any, between (i) the average net energy billing tariff rate as set by the Maine Public Utilities Commission over the 24-month period (expressed on a per MWh (AC) basis) and (ii) the rate per MWh (AC) set forth in Exhibit B.
  - E. “Theoretical Annual Energy Production” means the amount of energy that could be produced by the Distributed Generation Resource for a consecutive 24-month period if it were operating at its full performance level, based on the actual water flow in the river during that 24-month period.
2. Exclusions and Adjustments. The Performance Guaranty shall be suspended for the duration of a Force Majeure event to the extent affecting the electricity production of the Distributed Generation Resource. The Theoretical Annual Energy Production shall be reduced to the extent water flow in the river is not sufficient to allow the Distributed Generation Resource to generate at its full performance level.
3. Payments. Seller will make any payments owed to Buyer under this Exhibit E within sixty (60) days after the end of the relevant 24-month period and subject to the terms of Section 5.3.
4. Liquidated Damages. The Parties agree that actual damages to Buyer for breach of the Performance Guaranty is difficult to ascertain, and the applicable payment amount set forth in this Exhibit E is not a penalty but is a reasonable approximation of the damages suffered by Buyer in the event the Seller fails to meet the Performance Guaranty.

**NONAPPROPRIATION ADDENDUM**

This Nonappropriation Addendum is hereby attached to and made a part of the Agreement. Notwithstanding anything to the contrary in the Agreement, Seller and Buyer agree as follows:

1. Nonappropriation of Funds. The payment obligations of Buyer under the Agreement shall constitute a current expense of Buyer. Any non-substitution, notification, time limitation, or other provision in the Agreement restricting or limiting Buyer’s right to terminate the Agreement upon a Nonappropriation Event (defined below) shall be enforceable only to the extent that such restriction or limitation is permitted by applicable law and would not cause Buyer’s obligation to make payments under the Agreement to be deemed or construed as a debt of Buyer in contravention of any constitutional, statutory or other legal requirement governing the creation of indebtedness by Buyer. Nothing in this Agreement shall be deemed a pledge of general tax revenues, funds or monies of Buyer. Notwithstanding anything contained in the Agreement to the contrary, if a Nonappropriation Event occurs, the Agreement shall automatically terminate on the last day of the fiscal period for which appropriations were received, without penalty or expense to Buyer of any kind whatsoever, except as to the payments or portions thereof for which funds have been appropriated and budgeted. Seller may, immediately upon becoming aware of a Nonappropriation Event or upon Buyer’s failure to make a payment under the Agreement as a result of a Nonappropriation Event, re-subscribe, sell, transfer, assign and convey to any third party the Net Energy Billing Credits comprising the Buyer’s Percentage and any and all Environmental Attributes associated therewith without penalty or expense to Seller so long as any such re-subscription, sale, transfer, assignment, or conveyance has an effective date as of the automatic termination date, and Buyer hereby agrees to reasonably cooperate with Seller to effectuate and evidence the termination of the Agreement and any other contract or agreement contemplated therein. All obligations of Buyer and Seller accruing prior to such automatic termination date will survive any such termination. “Nonappropriation Event” means the failure of the legislative body of the Buyer to appropriate funds for the payment of Buyer’s obligations under the Agreement.
  
2. Buyer’s Additional Covenant. Buyer hereby covenants that the Buyer will do all things lawfully within its power to obtain and maintain funds from which the Buyer’s payment obligations under the Agreement may be made, including making provision for such payment obligations in each proposed annual budget of the Buyer submitted for approval in accordance with applicable law and procedures.

IN WITNESS WHEREOF, the Parties have executed this ADDENDUM as of the date and year first above written.

**BUYER:**  
**City of Auburn**

By: \_\_\_\_\_  
Name: Peter J. Crichton  
Title: City Manager

**SELLER:**  
**Eagle Creek Renewable Energy, LLC**

By: \_\_\_\_\_  
Name: Matthew Ocwieja  
Title: Vice President – Asset Management\_\_\_\_\_

## Eagle Creek Renewable Energy Estimated Savings Summary

Fixed PPA Rate = \$.0795/kWh

Annual output derate = 0.5%

Annual Contracted Amount 2,618,000 kWh

Assumed all-in energy cost = \$0.11/kWh

**Assumed 20 year energy credit = \$0.1276 \***

<b>Total kWh's:</b>	<b>PPA Rate \$0.795</b>
<b>Year 1 Estimated Savings:</b>	2,618,000
<b>20 Year Estimated Savings:</b>	\$ 125,925.80
	<b>\$ 2,402,400.32</b>

\* \$0.1276 Energy Credit rate for 2020 Medium General Service Accounts is subject to change annually as defined by the PUC.



Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## IN CITY COUNCIL

### ORDER 45-04062020

WHEREAS, pursuant to Title 35-A, Section 3209-B, a commercial and institutional utility customer, such as a municipality, with a financial interest in a renewable energy generation facility may participate in net energy billing and thereby receive, for electricity delivered on the customer's behalf to the electric grid from the renewable energy generation facilities, utility bill credits based on a tariff rate set by the Maine Public Utilities Commission ("Net Energy Billing Credits"); and

WHEREAS, the City of Auburn (the "City"), after considering the speculative nature of purchasing electric energy from a renewable energy generation facility on a long-term basis and the variables that can affect electricity costs and the value of Net Energy Billing Credits (including the risk of electricity rate fluctuations, increases or decreases to the output of the renewable energy generation facility, and changes to the City's electricity usage), desires enter into a long-term agreement to purchase Net Energy Billing Credits generated by the Hackett Mills Hydroelectric Facility in order to (1) achieve anticipated electric energy cost savings arising from its purchase of Net Energy Billing Credits; (2) provide long-term predictability with respect to its electric energy costs; and (3) obtain environmental benefits arising from the purchase of renewable energy credits associated with the Hackett Mills Hydroelectric Facility.

NOW, THEREFORE, BE IT ORDERED, as follows:

1. That the City Manager is authorized to execute and deliver to Eagle Creek Renewable Energy, LLC or Hackett Mills Hydro Associates, or their designee, a net energy billing credits agreement in the name and on behalf of the City to purchase 100% of the Net Energy Billing Credits and associated renewable energy credits ("RECs") generated by the Hackett Mills Hydroelectric Facility, at a total purchase price not to exceed \$79.50 per megawatt hour, for a term of 20 years, on such terms not inconsistent herewith as the City Manager may approve (the "NEBCA"); and
2. That the City Manager is authorized to execute and deliver on behalf of the City such other contracts, documents, and certificates as may, in the City Manager's judgment, be necessary or convenient to effect the transactions authorized by this Order and qualify the City to participate in net energy billing, including without limitation any documents required to establish net energy billing pursuant to Title 35-A M.R.S. section 3209-B and Chapter 313 of the Maine Public Utilities Commission's rules and any amendments to the City's existing electricity supply agreements;
3. That if the City Manager or any other officer or official of the City is for any reason unavailable to, as applicable, approve, execute, or attest the NEBCA, net energy billing documents, amendments to the electricity supply agreements, or any related documents, the person acting in any such capacity, whether as interim, successor, assistant, deputy, or otherwise, is authorized to act for such officer or official with the same force and effect as if such officer or official had performed such act; and
4. That the City Clerk file an attested copy of this Order with the minutes of this meeting.

Holly C. Lasagna, Ward One  
 Timothy B. MacLeod, Ward Two  
 Stephen G. Milks, Ward Three  
 Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
 Belinda A. Gerry, At Large  
 Katherine E. Boss, At Large

Jason J. Levesque, Mayor

A true copy, as adopted by a majority of the Auburn City Council, attest:

\_\_\_\_\_  
 Susan Clements-Dallaire  
 City Clerk

**CITY CLERK’S CERTIFICATION**

To the extent that the April 6, 2020, City Council meeting was conducted through telephonic, video, electronic, or other similar means of remote participation, I certify that:

- A. Notice of the Council meeting was given in accordance with 1 M.R.S. § 406, and the notice included the method by which the public may attend in accordance with paragraph C; and
- B. Each member of the Council who participated in the meeting was able to hear and speak to all the other members during the meeting and members of the public attending the meeting in the location identified in the notice given pursuant to paragraph A were able to hear all members participating at other locations; and
- C. The Council determined that participation by the public is through telephonic, video, electronic, or other similar means of remote participation; and
- D. The Council’s vote on this Order was taken by roll call as follows:

Council Member	PARTICIPATION			VOTE		
	Physically Present	Attending Remotely	Not Attending	YES	NO	ABSTAIN
Holly C. Lasagna, Ward One						
Timothy B. MacLeod, Ward Two						
Stephen G. Milks, Ward Three						
Brian S. Carrier, Ward Four						
Leroy G. Walker, Ward Five						
Belinda A. Gerry, At Large						
Katherine E. Boss, At Large						

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
 Susan Clements-Dallaire, City Clerk



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Order:** 46-04062020

**Author:** Robert Chase, Fire Chief

**Subject:** New Fire Truck

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**Information:** As part of the FY20 Capital program, I requested \$650,000 for the purchase of a new fire engine. The council approved \$550,000. At that time, council indicated that, should additional funds be needed, I should return to them with that request.

We have completed a bid process which included a complete re-write of the specification and elimination of multiple truck subsystems to try to stay within the approved capital budget.

We have received a bid for \$633,192 which meets our bid specifications. The delivery time for this truck is 420 days. I am requesting the council consider additional the additional \$100,000 funding for this truck so that we can commit to the purchase as soon as possible.

While we feel we have a very thorough specification, inevitably there will be minor modifications that will need to be made to the truck before its final delivery. With a timeframe for delivery for the truck of over a year, it is likely that some of the equipment slated to go on the truck will break down, need to be replaced or will change. This will result in the need for us to make modifications on the truck such as cabinet shelving, equipment mounting provisions or electrical requirements. It will be important that the project budget allow for these change orders so we will be able to put the truck into service upon delivery. I highly recommend funding the additionally requested \$100,000.

As a point of reference, the last fire engine that was purchased in 2012 cost \$664,508.

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**City Budgetary Impacts:** \$100,000 FY21 Capital

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**Staff Recommended Action:** Authorize the purchase based on the provided bid with \$100,000 to be provided as part of the FY 21 Capital.

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**Previous Meetings and History:**

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**City Manager Comments:**

I concur with the recommendation. **Signature:**

A handwritten signature in blue ink that reads "Peter J. Cusick".

**Attachments:** Bid from Allegiance Fire & Rescue

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# ALLEGIANCE FIRE & RESCUE

March 2, 2020

City of Auburn  
Derek Boulanger, Facility  
Manger/Purchasing Agent  
60 Court Street  
Auburn, Maine 04210

**PROPOSAL BID#581**

FOR FURNISHING



FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Allegiance Fire & Rescue at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce® Enforcer 1750 GPM Pumper \$ 633,192.00

OPTION-1 If the sum of \$326,579.00 is remitted to Allegiance Fire & Rescue upon frame up of the chassis as a progress payment (approximately 90 days prior to delivery) you may deduct ----- \$ ( 9,797.00)

OPTION-2 If a 100% prepayment in the amount of \$609,724.00 is remitted to Allegiance Fire & Rescue within fifteen (15) days of a fully executed contract the balance due at time of delivery will be 0.00

OPTION 1 AND 2 may not be combined

The above amount reflects HGAC contract pricing.

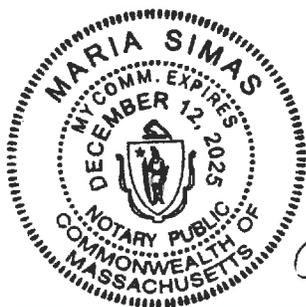
TOTAL \$ \_\_\_\_\_

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 420 calendar days after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the Auburn Fire Department, Auburn ME

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.



*Maria Simas*

**ALLEGIANCE FIRE & RESCUE**

By: *Jeffrey P Fournier*  
Jeffrey P. Fournier - President

**BID PROPOSAL FORM**

The undersigned proposes to furnish one and other accessories in accordance with the Instruction to Bidders and Specifications, both of which are incorporated herein by reference.

**One (1) 1750 gpm pumper 1000 gallons water, 30 gallons foam cell**

**Make, Model and Year** Pierce Enforcer 1750 GPM \$ 631,298.00  
Pumper 2020

**Performance and Payment Bond** \$ 1,894.00

**Net FOB Auburn Highway Garage (Total Price)** \$ 633,192.00

Delivery Date: 420 calendar days from the date of contract execution

Name of Company: Allegiance Fire & Rescue

Signed by: *Jeffrey P. Fournier*

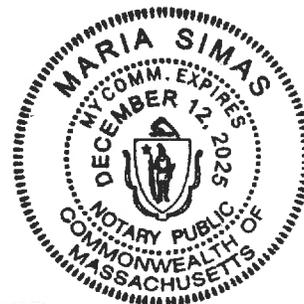
Print Name: Jeffrey P. Fournier

Title: President

Address: 2181 Providence Highway, Walpole, MA 02081

E-mail: jfournier@allegiancefr.com

Please see our prepayment/progress payment discount options on the Allegiance Proposal page.



*Maria Simas*

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## **IN CITY COUNCIL**

### **ORDER 46-04062020**

**ORDERED**, that the City Council hereby authorizes the purchase of the Fire Department's new fire truck based on the provided bid with \$100,000 to be provided as part of the FY 21 Capital.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** April 6, 2020

**Resolve:** 06-04062020

**Author:** Phil Crowell, Assistant Manager

**Subject:** School Budget Resolve

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**Information:** The City Council must give budgetary guidance to the Auburn School Committee; and the City of Auburn is in the midst of a health crisis that has caused massive unemployment and business closures; and the duration of this crisis and its negative economic effect on our local economy and our residents is still unknown.

The City Council is submitting a resolve to limit the increase in the school budget by 1.4 million dollars; and it is also recognizing that during these uncertain financial times, that money currently in the 'fund balance' must only be drawn down by 20% this fiscal year, leaving ample money to cover potential future budget shortfalls; and the city council also recommends that additional school bus purchases which are reimbursable by DOE must be included in the operational budget, and not in the capital improvement budget.

---

**City Budgetary Impacts:** As noted

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**Staff Recommended Action:** N/A

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**Previous Meetings and History:** 3/16/2020 workshop discussion

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**City Manager Comments:**

I concur with the recommendation. Signature:

A handwritten signature in blue ink that reads "Peter J. Caulton".

**Attachments:**

Resolve

Holly C. Lasagna, Ward One  
Timothy B. MacLeod, Ward Two  
Stephen G. Milks, Ward Three  
Brian S. Carrier, Ward Four



Leroy G. Walker, Ward Five  
Belinda A. Gerry, At Large  
Katherine E. Boss, At Large

Jason J. Levesque, Mayor

## IN CITY COUNCIL

### RESOLVE 06-04062020

***April 6, 2020 A resolution of the City Council of the City of Auburn to limit the increase in the school budget by 1.4 million dollars.***

**WHEREAS**, the City Council of Auburn Maine, must give budgetary guidance to the Auburn School Committee; and

**WHEREAS**, the City of Auburn is in the midst of a health crisis that has caused massive unemployment and business closures; and

**WHEREAS**, the duration of this crisis and its negative economic effect on our local economy and our residents is still unknown; and

**NOW THEREFORE LET IT BE RESOLVED**, that on this date, the City Council resolved to limit the increase in the school budget by 1.4 million dollars; and

**BE IT FURTHER RESOLVED**, it is also recognized that during these uncertain financial times, that money currently in the 'fund balance' must only be drawn down by 20% this fiscal year, leaving ample money to cover potential future budget shortfalls; and

**FURTHER**, the city council also recommends that additional school bus purchases which are reimbursable by DOE must be included in the operational budget, and not in the capital improvement budget.



## City of Auburn, Maine

Finance Department

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

**TO: Peter Crichton, City Manager**

**FROM: Jill Eastman, Finance Director**

**REF: February 2020 Financial Report**

**DATE: March 16, 2020**

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

The City has completed its eighth month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 66.7% of the annual budget. However, not all costs and revenues are distributed evenly throughout the year; individual line items can vary based upon cyclical activity.

### Revenues

Revenues collected through February 29th, including the school department were \$62,212,240 or 68.98%, of the budget. The municipal revenues including property taxes were \$44,071,730, or 70.23% of the budget which is more than the same period last year by 0.96%. The accounts listed below are noteworthy.

- A. The current year tax revenue is at 72.57%, the second payment is due March 15<sup>th</sup> . We are currently \$1,153,124 higher than last year at this time.
- B. Excise tax for the month of February is at 72.29%. This is a \$174,131 increase from FY 19.
- C. State Revenue Sharing at the end of February is 80.11% or \$1,914,478.



## City of Auburn, Maine

Finance Department

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

### **Expenditures**

City expenditures through February 2020 were \$32,432,654 or 72.31%, of the budget. This is a 8.17% increase for the same period last year. Noteworthy variances are:

- A. Fiscal Services are higher than last year due to the timing of the transfer to Workers Compensation.
- B. Public Safety and Public Services are higher than at this time last year.
- C. The transfer to the TIF accounts was made in February this, and not until March last year.

### **Investments**

This section contains an investment schedule as of February 28th. Currently the City's funds are earning an average interest rate of 1.87%.

Respectfully submitted,

A handwritten signature in black ink that reads "Jill M. Eastman".

Jill M. Eastman  
Finance Director

**CITY OF AUBURN, MAINE**  
**BALANCE SHEET - CITY GENERAL FUND AND WORKERS COMP FUND**  
**AS of February 2020, January 2020, and June 2019**

<b>ASSETS</b>	<b>UNAUDITED February 29 2019</b>	<b>UNAUDITED January 31 2020</b>	<b>Increase (Decrease)</b>	<b>AUDITED JUNE 30 2019</b>
CASH	\$ 18,360,611	\$ 9,802,689	\$ 8,557,922	\$ 13,693,730
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	1,368,456	1,324,096	44,360	1,754,042
TAXES RECEIVABLE-CURRENT	14,210,580	20,861,490	(6,650,910)	1,090,970
DELINQUENT TAXES	938,838	948,931	(10,092)	755,527
TAX LIENS	654,578	723,501	(68,923)	533,503
NET DUE TO/FROM OTHER FUNDS	(1,772,573)	2,795,104	(4,567,676)	2,970,731
<b>TOTAL ASSETS</b>	<b>\$ 33,760,491</b>	<b>\$ 36,455,810</b>	<b>\$ (2,695,319)</b>	<b>\$ 20,798,503</b>
<b>LIABILITIES &amp; FUND BALANCES</b>				
ACCOUNTS PAYABLE	\$ (253,630)	\$ (167,848)	\$ (85,782)	\$ (999,236)
PAYROLL LIABILITIES	(81,530)	211,987	(293,518)	(988,473)
ACCRUED PAYROLL	542	542	-	(3,484,840)
STATE FEES PAYABLE	(28,470)	(49,184)	20,714	-
ESCROWED AMOUNTS	(25,871)	(25,838)	(33)	(25,643)
DEFERRED REVENUE	(15,661,489)	(22,321,381)	6,659,893	(2,165,544)
<b>TOTAL LIABILITIES</b>	<b>\$ (16,050,446)</b>	<b>\$ (22,351,721)</b>	<b>\$ 6,301,275</b>	<b>\$ (7,663,736)</b>
FUND BALANCE - UNASSIGNED/ASSIGNED	\$ (14,674,617)	\$ (11,068,662)	\$ (3,605,955)	\$ (10,099,340)
FUND BALANCE - RESTRICTED	(2,273,457)	(2,273,457)		(2,273,457)
FUND BALANCE - NON SPENDABLE	(761,970)	(761,970)	-	(761,970)
<b>TOTAL FUND BALANCE</b>	<b>\$ (17,710,044)</b>	<b>\$ (14,104,089)</b>	<b>\$ (3,605,955)</b>	<b>\$ (13,134,767)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ (33,760,491)</b>	<b>\$ (36,455,810)</b>	<b>\$ 2,695,319</b>	<b>\$ (20,798,503)</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - GENERAL FUND COMPARATIVE**  
**THROUGH February 29, 2020 VS February 28, 2019**

REVENUE SOURCE	FY 2020 BUDGET	ACTUAL REVENUES THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	ACTUAL REVENUES THRU FEB 2019	% OF BUDGET	VARIANCE
<b>TAXES</b>							
PROPERTY TAX REVENUE-	\$ 49,295,498	\$ 35,775,215	72.57%	\$ 48,772,945	\$ 34,622,091	70.99%	\$ 1,153,124
PRIOR YEAR TAX REVENUE	\$ -	\$ 343,849		\$ -	\$ 643,729		\$ (299,880)
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 1,250,000	\$ 994,116	79.53%	\$ 1,190,000	\$ 997,694	83.84%	\$ (3,578)
EXCISE	\$ 3,910,000	\$ 2,826,344	72.29%	\$ 3,835,000	\$ 2,652,213	69.16%	\$ 174,131
PENALTIES & INTEREST	\$ 150,000	\$ 92,597	61.73%	\$ 150,000	\$ 85,765	57.18%	\$ 6,832
<b>TOTAL TAXES</b>	<b>\$ 54,605,498</b>	<b>\$ 40,032,121</b>	<b>73.31%</b>	<b>\$ 53,947,945</b>	<b>\$ 39,001,492</b>	<b>72.29%</b>	<b>\$ 1,030,629</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS	\$ 169,000	\$ 116,897	69.17%	\$ 62,000	\$ 45,931	74.08%	\$ 70,966
NON-BUSINESS	\$ 409,000	\$ 201,003	49.14%	\$ 355,000	\$ 270,088	76.08%	\$ (69,085)
<b>TOTAL LICENSES</b>	<b>\$ 578,000</b>	<b>\$ 317,900</b>	<b>55.00%</b>	<b>\$ 417,000</b>	<b>\$ 316,019</b>	<b>75.78%</b>	<b>\$ 1,881</b>
<b>INTERGOVERNMENTAL ASSISTANCE</b>							
STATE-LOCAL ROAD ASSISTANCE	\$ 400,000	\$ 417,352	104.34%	\$ 400,000	\$ 403,684	100.92%	\$ 13,668
STATE REVENUE SHARING	\$ 2,389,669	\$ 1,914,478	80.11%	\$ 1,689,669	\$ 1,154,505	68.33%	\$ 759,973
WELFARE REIMBURSEMENT	\$ 94,122	\$ 26,794	28.47%	\$ 103,747	\$ 30,810	29.70%	\$ (4,016)
OTHER STATE AID	\$ 32,000	\$ 14,495	45.30%	\$ 32,000	\$ 14,819	46.31%	\$ (324)
CITY OF LEWISTON	\$ 228,384	\$ -	0.00%	\$ 228,384	\$ -	0.00%	\$ -
<b>TOTAL INTERGOVERNMENTAL ASSISTANCE</b>	<b>\$ 3,144,175</b>	<b>\$ 2,373,120</b>	<b>75.48%</b>	<b>\$ 2,453,800</b>	<b>\$ 1,603,818</b>	<b>65.36%</b>	<b>\$ 769,302</b>
<b>CHARGE FOR SERVICES</b>							
GENERAL GOVERNMENT	\$ 148,440	\$ 97,579	65.74%	\$ 144,440	\$ 116,022	80.33%	\$ (18,443)
PUBLIC SAFETY	\$ 215,600	\$ 78,744	36.52%	\$ 236,277	\$ 126,492	53.54%	\$ (47,748)
EMS TRANSPORT	\$ 1,200,000	\$ 753,232	62.77%	\$ 1,250,000	\$ 684,752	54.78%	\$ 68,480
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 1,564,040</b>	<b>\$ 929,555</b>	<b>59.43%</b>	<b>\$ 1,630,717</b>	<b>\$ 927,266</b>	<b>56.86%</b>	<b>\$ 2,289</b>
<b>FINES</b>							
PARKING TICKETS & MISC FINES	\$ 55,000	\$ 29,926	54.41%	\$ 70,000	\$ 48,899	69.86%	\$ (18,973)
<b>MISCELLANEOUS</b>							
INVESTMENT INCOME	\$ 70,000	\$ 97,346	139.07%	\$ 32,000	\$ 69,419	216.93%	\$ 27,927
RENTS	\$ 35,000	\$ 17,236	49.24%	\$ 35,000	\$ 18,768	53.62%	\$ (1,532)
UNCLASSIFIED	\$ 10,000	\$ 57,489	574.89%	\$ 10,000	\$ 46,314	463.14%	\$ 11,175
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 36,449		\$ -	\$ 32,528		\$ 3,921
SALE OF PROPERTY	\$ 20,000	\$ 16,324	81.62%	\$ 20,000	\$ 31,120	155.60%	\$ (14,796)
RECREATION PROGRAMS/ARENA							\$ -
MMWAC HOST FEES	\$ 225,000	\$ 153,521	68.23%	\$ 221,000	\$ 150,493	68.10%	\$ 3,028
TRANSFER IN: TIF	\$ 1,117,818	\$ -	0.00%	\$ 1,317,818	\$ -	0.00%	\$ -
TRANSFER IN: Other Funds	\$ 566,011	\$ -	0.00%	\$ 97,718	\$ -	0.00%	\$ -
ENERGY EFFICIENCY							\$ -
CDBG	\$ 214,430	\$ -	0.00%	\$ 214,430	\$ 10,250	4.78%	\$ (10,250)
UTILITY REIMBURSEMENT	\$ 20,000	\$ 10,745	53.72%	\$ 27,500	\$ 11,142	40.52%	\$ (397)
CITY FUND BALANCE CONTRIBUTION	\$ 527,500	\$ -	0.00%	\$ 527,500	\$ -	0.00%	\$ -
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 2,805,759</b>	<b>\$ 389,108</b>	<b>13.87%</b>	<b>\$ 2,502,966</b>	<b>\$ 370,034</b>	<b>14.78%</b>	<b>\$ 19,074</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$ 62,752,472</b>	<b>\$ 44,071,730</b>	<b>70.23%</b>	<b>\$ 61,022,428</b>	<b>\$ 42,267,528</b>	<b>69.27%</b>	<b>\$ 1,804,202</b>
<b>SCHOOL REVENUES</b>							
EDUCATION SUBSIDY	\$ 25,851,656	\$ 17,766,757	68.73%	\$ 24,302,914	\$ 14,473,553	59.55%	\$ 3,293,204
EDUCATION	\$ 711,224	\$ 373,753	52.55%	\$ 674,191	\$ 338,051	50.14%	\$ 35,702
SCHOOL FUND BALANCE CONTRIBUTION	\$ 877,296	\$ -	0.00%	\$ 719,417	\$ -	0.00%	\$ -
<b>TOTAL SCHOOL</b>	<b>\$ 27,440,176</b>	<b>\$ 18,140,510</b>	<b>66.11%</b>	<b>\$ 25,696,522</b>	<b>\$ 14,811,604</b>	<b>57.64%</b>	<b>\$ 3,328,906</b>
<b>GRAND TOTAL REVENUES</b>	<b>\$ 90,192,648</b>	<b>\$ 62,212,240</b>	<b>68.98%</b>	<b>\$ 86,718,950</b>	<b>\$ 57,079,132</b>	<b>65.82%</b>	<b>\$ 5,133,108</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - GENERAL FUND COMPARATIVE**  
**THROUGH February 29, 2020 VS February 28, 2019**

DEPARTMENT	FY 2020 BUDGET	Unaudited EXP THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	Unaudited EXP THRU FEB 2019	% OF BUDGET	VARIANCE
<b>ADMINISTRATION</b>							
MAYOR AND COUNCIL	\$ 123,137	\$ 84,343	68.50%	\$ 111,610	\$ 83,632	74.93%	\$ 711
CITY MANAGER	\$ 582,119	\$ 379,162	65.13%	\$ 474,086	\$ 317,526	66.98%	\$ 61,636
CITY CLERK	\$ 207,139	\$ 116,950	56.46%	\$ 185,898	\$ 113,401	61.00%	\$ 3,549
FINANCIAL SERVICES	\$ 734,597	\$ 484,654	65.98%	\$ 694,109	\$ 465,411	67.05%	\$ 19,243
HUMAN RESOURCES	\$ 153,182	\$ 96,412	62.94%	\$ 149,953	\$ 94,346	62.92%	\$ 2,066
INFORMATION TECHNOLOGY	\$ 713,729	\$ 606,981	85.04%	\$ 588,403	\$ 381,198	64.79%	\$ 225,783
<b>TOTAL ADMINISTRATION</b>	<b>\$ 2,513,903</b>	<b>\$ 1,768,502</b>	<b>70.35%</b>	<b>\$ 2,204,059</b>	<b>\$ 1,455,514</b>	<b>66.04%</b>	<b>\$ 312,988</b>
<b>COMMUNITY SERVICES</b>							
ECONOMIC & COMMUNITY DEVELOPMENT	\$ 1,333,724	\$ 751,247	56.33%	\$ 1,471,918	\$ 693,586	47.12%	\$ 57,661
HEALTH & SOCIAL SERVICES	\$ 211,371	\$ 98,727	46.71%	\$ 223,500	\$ 101,840	45.57%	\$ (3,113)
RECREATION & SPECIAL EVENTS	\$ 448,575	\$ 362,783	80.87%	\$ 384,630	\$ 265,515	69.03%	\$ 97,268
PUBLIC LIBRARY	\$ 1,006,217	\$ 681,237	67.70%	\$ 998,189	\$ 665,459	66.67%	\$ 15,778
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 2,999,887</b>	<b>\$ 1,893,994</b>	<b>63.14%</b>	<b>\$ 3,078,237</b>	<b>\$ 1,726,400</b>	<b>56.08%</b>	<b>\$ 167,594</b>
<b>FISCAL SERVICES</b>							
DEBT SERVICE	\$ 7,334,690	\$ 6,420,283	87.53%	\$ 6,702,508	\$ 6,156,417	91.85%	\$ 263,866
FACILITIES	\$ 667,128	\$ 527,942	79.14%	\$ 650,641	\$ 446,449	68.62%	\$ 81,493
WORKERS COMPENSATION	\$ 637,910	\$ 637,910	100.00%	\$ 581,360	\$ -	0.00%	\$ 637,910
WAGES & BENEFITS	\$ 6,797,826	\$ 4,159,741	61.19%	\$ 6,471,614	\$ 3,934,011	60.79%	\$ 225,730
EMERGENCY RESERVE (10108062-670000)	\$ 445,802	\$ -	0.00%	\$ 431,003	\$ -	0.00%	\$ -
<b>TOTAL FISCAL SERVICES</b>	<b>\$ 15,883,356</b>	<b>\$ 11,745,876</b>	<b>73.95%</b>	<b>\$ 14,837,126</b>	<b>\$ 10,536,877</b>	<b>71.02%</b>	<b>\$ 1,208,999</b>
<b>PUBLIC SAFETY</b>							
FIRE DEPARTMENT	\$ 4,515,511	\$ 2,851,517	63.15%	\$ 4,422,256	\$ 2,843,826	64.31%	\$ 7,691
FIRE EMS	\$ 695,751	\$ 480,861	69.11%	\$ 683,181	\$ 417,488	61.11%	\$ 63,373
POLICE DEPARTMENT	\$ 4,275,323	\$ 2,801,002	65.52%	\$ 4,166,631	\$ 2,656,673	63.76%	\$ 144,329
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 9,486,585</b>	<b>\$ 6,133,380</b>	<b>64.65%</b>	<b>\$ 9,272,068</b>	<b>\$ 5,917,987</b>	<b>63.83%</b>	<b>\$ 215,393</b>
<b>PUBLIC WORKS</b>							
PUBLIC WORKS DEPARTMENT	\$ 4,836,798	\$ 3,068,804	63.45%	\$ 4,778,668	\$ 3,236,095	67.72%	\$ (167,291)
SOLID WASTE DISPOSAL	\$ 1,030,500	\$ 580,518	56.33%	\$ 988,013	\$ 608,518	61.59%	\$ (28,000)
WATER AND SEWER	\$ 645,216	\$ 474,537	73.55%	\$ 645,216	\$ 474,537	73.55%	\$ -
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 6,512,514</b>	<b>\$ 4,123,859</b>	<b>63.32%</b>	<b>\$ 6,411,897</b>	<b>\$ 4,319,150</b>	<b>67.36%</b>	<b>\$ (195,291)</b>
<b>INTERGOVERNMENTAL PROGRAMS</b>							
AUBURN-LEWISTON AIRPORT	\$ 191,000	\$ 189,200	99.06%	\$ 172,000	\$ 171,388	99.64%	\$ 17,812
E911 COMMUNICATION CENTER	\$ 1,134,304	\$ 840,301	74.08%	\$ 1,123,081	\$ 842,674	75.03%	\$ (2,373)
LATC-PUBLIC TRANSIT	\$ 331,138	\$ 331,138	100.00%	\$ 199,130	\$ 199,130	100.00%	\$ 132,008
TAX SHARING	\$ 270,000	\$ 5,398	2.00%	\$ 270,000	\$ 18,800	6.96%	\$ (13,402)
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 1,926,442</b>	<b>\$ 1,366,037</b>	<b>70.91%</b>	<b>\$ 1,764,211</b>	<b>\$ 1,231,992</b>	<b>69.83%</b>	<b>\$ 134,045</b>
<b>COUNTY TAX</b>							
TIF (10108058-580000)	\$ 2,482,721	\$ 2,482,721	100.00%	\$ 2,407,766	\$ 2,407,765	100.00%	\$ 74,956
OVERLAY	\$ 3,049,803	\$ 2,918,285	95.69%	\$ 3,049,803	\$ -	0.00%	\$ 2,918,285
	\$ -	\$ -		\$ -	\$ -		\$ -
<b>TOTAL CITY DEPARTMENTS</b>	<b>\$ 44,855,211</b>	<b>\$ 32,432,654</b>	<b>72.31%</b>	<b>\$ 43,025,167</b>	<b>\$ 27,595,685</b>	<b>64.14%</b>	<b>\$ 4,836,969</b>
<b>EDUCATION DEPARTMENT</b>	<b>\$ 45,337,437</b>	<b>\$ 25,556,031</b>	<b>56.37%</b>	<b>\$ 43,693,783</b>	<b>\$ 20,633,674</b>	<b>47.22%</b>	<b>\$ 4,922,357</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 90,192,648</b>	<b>\$ 57,988,685</b>	<b>64.29%</b>	<b>\$ 86,718,950</b>	<b>\$ 48,229,359</b>	<b>55.62%</b>	<b>\$ 9,759,326</b>

**CITY OF AUBURN, MAINE  
INVESTMENT SCHEDULE  
AS OF February 29, 2020**

INVESTMENT		FUND	BALANCE February 29, 2020	BALANCE January 31, 2020	INTEREST RATE
ANDROSCOGGIN BANK	449	CAPITAL PROJECTS	\$ 2,305,957.58	\$ 3,302,800.39	1.50%
ANDROSCOGGIN BANK	502	SR-TIF	\$ 1,039,576.60	\$ 1,038,338.55	1.50%
ANDROSCOGGIN BANK	836	GENERAL FUND	\$ 3,282,969.41	\$ 3,741,311.42	1.50%
ANDROSCOGGIN BANK	801	WORKERS COMP	\$ 51,933.44	\$ 51,871.59	1.50%
ANDROSCOGGIN BANK	684	EMS CAPITAL RESERVE	\$ 186,717.84	\$ 186,495.48	1.50%
ANDROSCOGGIN BANK	414	INGERSOLL TURF FACILITY	\$ 224,205.12	\$ 223,938.15	1.50%
ANDROSCOGGIN BANK	0888	ELHS FUNDRAISING	\$ 60,352.71	\$ 60,280.84	1.50%
ANDROSCOGGIN BANK		ELHS CONSTRUCTION BAN	\$ 6,878,421.58	\$ 7,408,023.19	1.50%
ANDROSCOGGIN BANK	0627	ST LOUIS BELLS FUNDRAISING	\$ 15,195.84	\$ 15,177.75	1.50%
NORTHERN CAPITAL	02155	CAPITAL PROJECTS	\$ 750,000.00	\$ 750,000.00	2.30%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ 250,000.00	2.45%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ 250,000.00	2.00%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	2.15%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	2.30%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 250,000.00	\$ 250,000.00	2.60%
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 1,000,000.00	\$ 1,000,000.00	2.55%
<b>GRAND TOTAL</b>			<b>\$ 17,545,330.12</b>	<b>\$ 19,528,237.36</b>	<b>1.87%</b>

**EMS BILLING**  
**SUMMARY OF ACTIVITY**  
**July 1, 2019 - June 30, 2020**  
**Report as of February 29, 2020**

	Beginning	February 2020					Ending
	Balance 02/01/20	New Charges	Payments	Refunds	Adjustments	Write-Offs	Balance 2/29/2020
<b>Bluecross</b>	\$ 8,229.53	\$ 6,656.40	\$ (4,222.58)	\$ 751.60	\$ (5,279.63)		\$ 6,135.32
<b>Intercept</b>	\$ -	\$ 150.00			\$ 100.00		\$ 250.00
<b>Medicare</b>	\$ 85,505.83	\$ 115,774.20	\$ (40,530.36)		\$ (102,615.82)		\$ 58,133.85
<b>Medicaid</b>	\$ 32,182.23	\$ 25,589.40	\$ (27,114.01)		\$ 355.14		\$ 31,012.76
<b>Other/Commercial</b>	\$ 39,448.03	\$ 18,466.20	\$ (9,434.75)		\$ 30,674.49		\$ 79,153.97
<b>Patient</b>	\$ 147,189.94	\$ 10,122.20	\$ (9,253.12)	\$ 82.65	\$ (8,029.49)	\$ (28,134.69)	\$ 111,977.49
<b>Worker's Comp</b>	\$ -						\$ -
<b>TOTAL</b>	\$ 312,555.56	\$ 176,758.40	\$ (90,554.82)	\$ 834.25	\$ (84,795.31)	\$ (28,134.69)	\$ 286,663.39

**EMS BILLING**  
**BREAKDOWN -TOTAL CHARGES**  
**July 1, 2019 - June 30, 2020**  
**Report as of February 29, 2020**

	July 2019	August 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Totals	% of Total
No Insurance Information	\$ 1,557.40								\$ 1,557.40	0.10%
Bluecross	\$ 12,278.80	\$ 9,485.80	\$ 12,189.60	\$ 9,643.20	\$ 6,681.00	\$ 10,465.80	\$ 17,758.40	\$ 6,656.40	\$ 85,159.00	5.28%
Intercept			\$ 100.00	\$ 100.00	\$ 100.00			\$ 150.00	\$ 450.00	0.03%
Medicare	\$ 93,753.80	\$ 118,375.60	\$ 96,695.60	\$ 142,587.40	\$ 122,367.40	\$ 108,449.80	\$ 149,651.40	\$ 115,774.20	\$ 947,655.20	58.71%
Medicaid	\$ 27,506.40	\$ 38,869.20	\$ 31,700.80	\$ 49,219.40	\$ 35,495.20	\$ 45,028.80	\$ 38,051.60	\$ 25,589.40	\$ 291,460.80	18.06%
Other/Commercial	\$ 9,365.20	\$ 25,838.20	\$ 9,887.40	\$ 24,683.20	\$ 27,508.20	\$ 26,846.80	\$ 28,492.40	\$ 18,466.20	\$ 171,087.60	10.60%
Patient	\$ 10,890.80	\$ 23,643.20	\$ 10,939.60	\$ 16,513.00	\$ 14,572.80	\$ 15,168.60	\$ 13,122.60	\$ 10,122.20	\$ 114,972.80	7.12%
Worker's Comp	\$ -			\$ 878.00			\$ 922.80		\$ 1,800.80	0.11%
<b>TOTAL</b>	\$ 155,352.40	\$ 216,212.00	\$ 161,513.00	\$ 243,624.20	\$ 206,724.60	\$ 205,959.80	\$ 247,999.20	\$ 176,758.40	\$ 1,614,143.60	100.00%

**EMS BILLING**  
**BREAKDOWN -TOTAL COUNT**  
**July 1, 2019 - June 30, 2020**  
**Report as of February 29, 2020**

	July 2019	August 2019	Sept 2019	Oct 2019	Nov 2019	Dec 2019	Jan 2020	Feb 2020	Totals	% of Total
No Insurance Information	2	0	0	0	0	0	0		2	0.10%
Bluecross	15	12	15	11	7	13	21	8	102	4.95%
Intercept	0	0	1	1	1	0	0	1	4	0.19%
Medicare	117	145	125	186	154	136	187	155	1205	58.52%
Medicaid	35	49	40	62	47	61	49	33	376	18.26%
Other/Commercial	13	35	16	32	34	34	36	29	229	11.12%
Patient	14	28	14	20	17	18	16	12	139	6.75%
Worker's Comp	0			1		0	1		2	0.10%
<b>TOTAL</b>	196	269	211	313	260	262	310	238	2059	100.00%

**EMS BILLING  
AGING REPORT  
July 1, 2019 to June 30, 2020  
Report as of Febuary 29, 2020**

	<b>Current</b>		<b>31-60</b>		<b>61-90</b>		<b>91-120</b>		<b>121+ days</b>		<b>Totals</b>	
<b>Bluecross</b>	\$ 7,304.80	119%	\$ -	0%	\$ -	0%	\$ -	0%	\$ (1,169.48)	-19%	\$ 6,135.32	2.14%
<b>Intercept</b>	\$ 250.00		\$ -		\$ -		\$ -		\$ -		\$ 250.00	0.09%
<b>Medicare</b>	\$ 56,086.60	96%	\$ 2,678.80	5%	\$ 1,535.00	3%	\$ -	0%	\$ (2,166.55)	-4%	\$ 58,133.85	20.28%
<b>Medicaid</b>	\$ 23,111.57	75%	\$ 6,712.45	22%	\$ 1,399.40	5%	\$ 164.60	1%	\$ (375.26)	-1%	\$ 31,012.76	10.82%
<b>Other/Commercial Patient</b>	\$ 37,598.06	47%	\$ 18,302.83	23%	\$ 10,511.62	13%	\$ 5,936.00	7%	\$ 6,805.46	9%	\$ 79,153.97	27.61%
<b>Worker's Comp</b>	\$ -	32%	\$ 30,171.48	27%	\$ 20,216.00	18%	\$ 16,114.11	4988%	\$ 9,771.82	9%	\$ 111,977.49	39.06%
<b>Worker's Comp</b>	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00%
<b>TOTAL</b>	\$ 160,055.11		\$ 57,865.56		\$ 33,662.02		\$ 22,214.71		\$ 12,865.99		\$ 286,663.39	
	56%		20%		12%		8%		4%		100%	100.00%



# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services

To: Peter Crichton, City Manager  
From: Jill Eastman, Finance Director  
Re: Financial Reports for February 2020



Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Ingersoll Turf Facility for revenue and expenditures as of February 29, 2020.

### **INGERSOLL TURF FACILITY**

#### **Statement of Net Assets:**

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets as of February 29, 2020.

#### **Current Assets:**

As of the end of February 2020 the total current assets of Ingersoll Turf Facility were \$263,318. This consisted of cash and cash equivalents of \$223,935 and an interfund receivable of \$39,380 an increase from January of \$9,066.

#### **Noncurrent Assets:**

Ingersoll's noncurrent assets are the building and equipment that was purchased, less depreciation. The total value of the noncurrent assets as of February 29, 2020 were \$144,984.

#### **Liabilities:**

Ingersoll had accounts payable of \$695 as of February 29, 2020.

#### **Statement of Activities:**

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Ingersoll Turf Facility through February 2020 are \$165,185. This revenue comes from the sponsorships, programs, rental income and batting cages.

The operating expenses for Ingersoll Turf Facility through February 2020 were \$85,127. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of February 2020, Ingersoll has an operating gain of \$80,058 compared to \$71,162 in January a gain of \$8,896.

As of February 29, 2020, Ingersoll has a increase in net assets of \$80,058.

The budget to actual reports for revenue and expenditures, show that the revenue for FY20 compared to FY 199

**Statement of Net Assets**  
**Ingersoll Turf Facility**  
**February 29, 2020**  
**Business-type Activities - Enterprise Fund**

	Feb 29, 2020	Jan 31, 2019	Increase/ (Decrease)
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 223,938	\$ 223,653	\$ 285
Interfund receivables/payables	\$ 39,380	\$ 30,599	8,781
Accounts receivable	-	-	-
Total current assets	263,318	254,252	9,066
Noncurrent assets:			
Capital assets:			
Buildings	672,279	672,279	-
Equipment	119,673	119,673	-
Land improvements	18,584	18,584	-
Less accumulated depreciation	(665,552)	(665,552)	-
Total noncurrent assets	144,984	144,984	-
Total assets	408,302	399,236	9,066
<b>LIABILITIES</b>			
Accounts payable	\$ 695	\$ 525	170
Interfund payable	\$ -	\$ -	-
Total liabilities	695	525	170
<b>NET ASSETS</b>			
Invested in capital assets	\$ 144,984	\$ 144,984	\$ -
Unrestricted	\$ 262,623	\$ 253,727	\$ 8,896
Total net assets	\$ 407,607	\$ 398,711	\$ 8,896

**CITY OF AUBURN, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Assets**  
**Ingersoll Turf Facility**  
**Business-type Activities - Enterprise Funds**  
**Statement of Activities**  
**February 29, 2020**

	<b>Ingersoll Turf Facility</b>
Operating revenues:	
Charges for services	\$ 165,185
Operating expenses:	
Personnel	51,973
Supplies	18,593
Utilities	10,843
Repairs and maintenance	3,718
Rent	-
Depreciation	-
Capital expenses	-
Other expenses	-
<b>Total operating expenses</b>	<b>85,127</b>
<b>Operating gain (loss)</b>	<b>80,058</b>
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
<b>Total nonoperating expense</b>	<b>-</b>
Gain (Loss) before transfer	80,058
Transfers out	-
Change in net assets	80,058
Total net assets, July 1	327,549
<b>Total net assets, February 29, 2020</b>	<b>\$ 407,607</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - INGERSOLL TURF FACILITY**  
Through February 29, 2020 compared to February 28, 2019

REVENUE SOURCE	FY 2020 BUDGET	ACTUAL REVENUES THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	ACTUAL REVENUES THRU FEB 2019	% OF BUDGET
<b>CHARGE FOR SERVICES</b>						
Sponsorship	\$ 25,000	\$ 11,050	44.20%	\$ 20,500	\$ 9,300	45.37%
Batting Cages	\$ 13,000	\$ 11,335	87.19%	\$ 12,240	\$ 9,905	80.92%
Programs	\$ 90,000	\$ 67,507	75.01%	\$ 90,000	\$ 63,802	70.89%
Rental Income	\$ 102,000	\$ 74,225	72.77%	\$ 102,300	\$ 68,180	66.65%
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 230,000</b>	<b>\$ 164,117</b>	<b>71.36%</b>	<b>\$ 225,040</b>	<b>\$ 151,187</b>	<b>67.18%</b>
<b>INTEREST ON INVESTMENTS</b>	<b>\$ -</b>	<b>\$ 1,068</b>		<b>\$ -</b>	<b>\$ 287</b>	
<b>GRAND TOTAL REVENUES</b>	<b>\$ 230,000</b>	<b>\$ 165,185</b>	<b>71.82%</b>	<b>\$ 225,040</b>	<b>\$ 151,474</b>	<b>67.31%</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - INGERSOLL TURF FACILITY**  
Through February 29, 2020 compared to February 28, 2019

DESCRIPTION	ACTUAL			ACTUAL			Difference
	FY 2020 BUDGET	EXPENDITURES THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	EXPENDITURES THRU FEB 2019	% OF BUDGET	
Salaries & Benefits	\$ 149,331	\$ 51,973	34.80%	\$ 120,000	\$ 54,961	45.80%	\$ (2,988)
Purchased Services	\$ 18,160	\$ 3,252	17.91%	\$ 19,460	\$ 7,624	39.18%	\$ (4,372)
Programs	\$ 17,000	\$ 12,678	74.58%	\$ 15,220	\$ 4,047	26.59%	\$ 8,631
Supplies	\$ 4,900	\$ 6,381	130.22%	\$ 4,600	\$ 10,545	229.24%	\$ (4,164)
Utilities	\$ 25,100	\$ 10,843	43.20%	\$ 30,920	\$ 12,483	40.37%	\$ (1,640)
Insurance Premiums	\$ -	\$ -		\$ 2,505	\$ -	0.00%	\$ -
Capital Outlay	\$ 11,000	\$ -	0.00%	\$ 30,000	\$ -	0.00%	\$ -
	<b>\$ 225,491</b>	<b>\$ 85,127</b>	<b>37.75%</b>	<b>\$ 222,705</b>	<b>\$ 89,660</b>	<b>40.26%</b>	<b>\$ (4,533)</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 225,491</b>	<b>\$ 85,127</b>	<b>37.75%</b>	<b>\$ 222,705</b>	<b>\$ 89,660</b>	<b>40.26%</b>	<b>\$ (4,533)</b>



## City of Auburn, Maine

Finance Department

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

To: Peter Crichton, City Manager  
From: Jill Eastman, Finance Director  
Re: Arena Financial Reports for February 29, 2020

Attached you will find a Statement of Net Assets and a Statement of Activities and budget to actual reports for Norway Savings Bank Arena for revenue and expenditures as of February 29, 2020.

### **NORWAY SAVINGS BANK ARENA**

#### **Statement of Net Assets:**

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets and shows a comparison to the previous month, in this case, January 31, 2020.

#### **Current Assets:**

As of the end of February 2020 the total current assets of Norway Savings Bank Arena were (\$1,356,187). These consisted of cash and cash equivalents of \$206,440, accounts receivable of \$198,650, and an interfund payable of \$1,761,277.

#### **Noncurrent Assets:**

Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end). The total value of the noncurrent assets as of February 29, 2020 was \$293,394.

#### **Liabilities:**

Norway Arena had accounts payable of \$6,817 as of February 29, 2020.

#### **Statement of Activities:**

The statement of activities shows the current operating revenue collected for the fiscal year and the operating expenses as well as any nonoperating revenue and expenses.

The operating revenues for Norway Arena through February 2020 are \$691,145. This revenue comes from the concessions, sign advertisements, pro shop lease, youth programming, shinny hockey, public skating and ice rentals.

The operating expenses for Norway Arena through February 2020 were \$488,500. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

At the end of February 2020, there was an operating gain of \$202,645.

As of February 29, 2020, Norway Arena has a increase in net assets of \$202,645.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY20 is \$95,523 less than in FY19 and expenditures in FY20 are \$244,565 less than last year in February.

**CITY OF AUBURN, MAINE**  
**Statement of Net Assets**  
**Norway Savings Bank Arena**  
**February 29, 2020**  
**Business-type Activities - Enterprise Fund**

	February 29, 2020	January 31, 2020	Increase/ (Decrease)
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 206,440	\$ 205,152	\$ 1,288
Interfund receivables	\$ (1,761,277)	\$ (1,788,396)	\$ 27,119
Prepaid Rent	\$ -	\$ -	\$ -
Accounts receivable	198,650	215,967	\$ (17,317)
Total current assets	(1,356,187)	(1,367,277)	11,090
Noncurrent assets:			
Capital assets:			
Buildings	58,223	58,223	-
Equipment	514,999	514,999	-
Land improvements	-	-	-
Less accumulated depreciation	(279,828)	(279,828)	-
Total noncurrent assets	293,394	293,394	-
Total assets	(1,062,793)	(1,073,883)	11,090
<b>LIABILITIES</b>			
Accounts payable	\$ 6,817	\$ 7,476	\$ (659)
Net OPEB liability	\$ 67,511	\$ 67,511	\$ -
Net pension liability	57,636	57,636	-
Total liabilities	131,964	132,623	(659)
<b>NET ASSETS</b>			
Invested in capital assets	\$ 293,394	\$ 293,394	\$ -
Unrestricted	\$ (1,488,151)	\$ (1,499,900)	\$ 11,749
Total net assets	\$ (1,194,757)	\$ (1,206,506)	\$ 11,749

**CITY OF AUBURN, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Assets**  
**Norway Savings Bank Arena**  
**Business-type Activities - Enterprise Funds**  
**Statement of Activities**  
**February 29, 2020**

	<b>Norway Savings Arena</b>
<hr/>	
Operating revenues:	
Charges for services	\$ 691,145
<hr/>	
Operating expenses:	
Personnel	203,750
Supplies	70,623
Utilities	149,010
Repairs and maintenance	32,421
Insurance Premium	25,588
Depreciation	
Capital expenses	2,000
Other expenses	5,108
<b>Total operating expenses</b>	<b>488,500</b>
<hr/>	
Operating gain (loss)	202,645
<hr/>	
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
<b>Total nonoperating expense</b>	<b>-</b>
<hr/>	
Gain (Loss) before transfer	202,645
<hr/>	
Transfers out	-
<hr/>	
Change in net assets	202,645
<hr/>	
Total net assets, July 1	(1,397,402)
<hr/>	
<b>Total net assets, February 29, 2020</b>	<b>\$ (1,194,757)</b>
<hr/>	

**CITY OF AUBURN, MAINE**  
**REVENUES - NORWAY SAVINGS BANK ARENA**  
**Through February 29, 2020 compared to February 28, 2019**

REVENUE SOURCE	FY 2020 BUDGET	ACTUAL REVENUES THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	ACTUAL REVENUES THRU FEB 2019	% OF BUDGET	VARIANCE
<b>CHARGE FOR SERVICES</b>							
Concussions	\$ 16,500	\$ 12,000	72.73%	\$ 18,000	\$ 12,000	66.67%	\$ -
Skate Rentals	\$ 7,500	\$ -	0.00%	\$ -	\$ 1,010		\$ (1,010)
Pepsi Vending Machines	\$ 3,000	\$ 513	17.10%	\$ -	\$ 1,600		\$ (1,087)
Games Vending Machines	\$ 3,000	\$ 848	28.27%	\$ -	\$ 3,000		\$ (2,152)
Vending Food	\$ 3,000	\$ 321	10.70%	\$ -	\$ 1,340		\$ (1,019)
Sponsorships	\$ 230,000	\$ 135,300	58.83%	\$ 275,000	\$ 130,700	47.53%	\$ 4,600
Pro Shop	\$ 7,000	\$ 4,227	60.39%	\$ 8,500	\$ 3,598	42.33%	\$ 629
Programs	\$ 27,500	\$ -	0.00%	\$ 31,000	\$ -	0.00%	\$ -
Rental Income	\$ 744,000	\$ 527,656	70.92%	\$ 705,250	\$ 599,265	84.97%	\$ (71,609)
Camps/Clinics	\$ 50,000	\$ 6,780	13.56%	\$ 50,000	\$ 12,480		\$ (5,700)
Tournaments	\$ 55,000	\$ 3,500	6.36%	\$ 50,000	\$ 21,675	43.35%	\$ (18,175)
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 1,146,500</b>	<b>\$ 691,145</b>	<b>60.28%</b>	<b>\$ 1,137,750</b>	<b>\$ 786,668</b>	<b>69.14%</b>	<b>\$ (95,523)</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - NORWAY SAVINGS BANK ARENA**  
Through February 29, 2020 compared to February 28, 2019

DESCRIPTION	ACTUAL			ACTUAL			VARIANCE
	FY 2020 BUDGET	EXPENDITURES THRU FEB 2020	% OF BUDGET	FY 2019 BUDGET	EXPENDITURES THRU FEB 2019	% OF BUDGET	
Salaries & Benefits	\$ 347,736	\$ 203,750	58.59%	\$ 344,000	\$ 209,125	60.79%	\$ (5,375)
Purchased Services	\$ 49,500	\$ 63,117	127.51%	\$ 71,656	\$ 25,246	35.23%	\$ 37,871
Supplies	\$ 68,150	\$ 70,623	103.63%	\$ 37,100	\$ 35,211	94.91%	\$ 35,412
Utilities	\$ 238,000	\$ 149,010	62.61%	\$ 225,150	\$ 148,878	66.12%	\$ 132
Capital Outlay	\$ 15,000	\$ 2,000	13.33%	\$ 103,500	\$ 19,156	18.51%	\$ (17,156)
Rent	\$ -	\$ -		\$ 507,000	\$ 295,449	58.27%	\$ (295,449)
	\$ 718,386	\$ 488,500	68.00%	\$ 1,288,406	\$ 733,065	56.90%	\$ (244,565)
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 718,386</b>	<b>\$ 488,500</b>	<b>68.00%</b>	<b>\$ 1,288,406</b>	<b>\$ 733,065</b>	<b>56.90%</b>	<b>\$ (244,565)</b>



City of Auburn  
City Council Information Sheet

**Council Workshop or Meeting Date:** April 6, 2020

**Subject:** Executive Session

**Information:** Legal Consultation, pursuant to 1 M.R.S.A. Section 405(6) (E).

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

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
  - (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
  - (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
  - (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.
- This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



City of Auburn  
City Council Information Sheet

**Council Workshop or Meeting Date:** April 6, 2020

**Subject:** Executive Session

**Information:** To discuss an economic development matter, pursuant to 1 M.R.S.A. Section 405(6) (C).

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

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
  - (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
  - (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
  - (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.
- This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.