



**City Council Workshop & Meeting  
July 18, 2016  
Agenda**

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

- A. Income Utilization Plan for Industrial Park – Howard Kroll (30 minutes)
- B. Auburn Water and Sewerage Trustees and Cascades Auburn Fiber Closure – Sid Hazelton (30 minutes)
- C. Procedure for Scheduling the Public Hearing and Election for the Lewiston-Auburn Consolidation – Howard Kroll and Sue Clements-Dallaire (15 minutes)

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

**Roll call votes will begin with Councilor Walker**

**Pledge of Allegiance**

- I. **Consent Items** – All items listed with an asterisk (\*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.
- II. **Minutes**
  - July 11, 2016 Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
- IV. **Open Session** – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.
- V. **Unfinished Business**
  - 1. **Ordinance 05-07112016**  
Adopting the Woodlot Management Ordinance. Public hearing and first reading.
  - 2. **Order 47-07112016**  
Adopting the collection policy for Emergency Management Services.
- VI. **New Business**
  - 3. **Resolve 08-07182016**  
Supporting the Industrial Park Income Reutilization Negotiations.
  - 4. **Order 51-07182016**  
Approving the request to waive the fees for the Team McKesson Flea Market fundraiser for the Dempsey Center.

**VII. Executive Session**

- Executive Session to discuss labor negotiations, pursuant to 1 M.R.S.A. §405(6)(D)
- Executive Session to discuss a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A)

**VIII. Reports**

**a. Mayor's Report**

**b. City Councilors' Reports**

**c. City Manager Report**

**d. Finance Director, Jill Eastman – June 2016 Monthly Finance Report**

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

**X. Adjournment**

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

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



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

**Resolve:** 08-07182016

**Subject:** Income Utilization Plan for the Industrial Park

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**Information:**

The City has partnered with the Auburn Business Development Corporation (ABDC) since 2006 in the development of an industrial park off Kittyhawk Avenue and Lewiston Junction Road. This has included the issuance of bonds for infrastructure and the submission and award of a grant from the Economic Development Administration.

Per EDA rules, the income generated from the industrial park is restricted in its use. The City is accountable to this restriction as the lead applicant for EDA funds, as is ABDC as the co-applicant.

This resolve places approval of an income utilization plans at the City Council level, though staff would continue to lead negotiations on behalf of the City Council. It also confirms the City Council's preference that, as revenue is generated from the industrial park, deposits be made in a Special Revenue Account of the city to ensure full compliance with the federal rules for income use.

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**Advantages:** Provides for repayment of some expenditures made to date by the City using taxpayer funds as well as protection from added costs from the industrial park over time, including road maintenance costs and wetland mitigation site management.

**Disadvantages:**

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**City Budgetary Impacts:** This action, and a subsequent approval of an income utilization plan, will assist in the repayment of debt and avoid the need to use property taxes for added future expenses at the industrial park. Net impact to be determined by revenue generated through lots sales, timber harvests at industrial park, etc.

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**Staff Recommended Action:**

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**Previous Meetings and History:**

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**Attachments:**

- Joint Development Agreement
- MOU signed by Clint
- Email from EDA
- Resolve

**COPY**

City of Auburn, Maine

Municipal Development and Tax Increment Financing District

Auburn Industrial Park

Development Agreement



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**City of Auburn and Auburn Business Development Corporation**

**DEVELOPMENT AGREEMENT**

This Agreement is made as of March 21, 2006<sup>5/25/06</sup> by and between the City of Auburn, Maine (the "City"), a municipal body corporate and politic and a political subdivision of the State, and the Auburn Business Development Corporation or ABDC (the "Developer").

**WITNESSETH THAT:**

**WHEREAS**, industrial land suitable for development and served by air, rail and highway transportation is in short supply in Auburn. The City has been making efforts for more than 10 years to encourage and accomplish development of a new industrial park to serve that need. The Auburn Business Development Corporation and its nonprofit affiliate, Kittyhawk Development Corporation, in cooperation with the City, have succeeded in acquiring contiguous land suitable for industrial development adjacent to the Auburn Lewiston Municipal Airport and the St. Lawrence and Atlantic Railroad, and convenient to the Maine Turnpike. This land is known as the Auburn Industrial Park. The Lewiston Auburn Economic Growth Council has also secured approval by the Foreign Trade Zone Board of the United States Department of Commerce of an Auburn Foreign-Trade Zone which includes all of the Auburn Industrial Park. Once access roads, utilities and other necessary infrastructure are constructed in the Auburn Industrial Park, it will attract development of industries dependent on transportation and which will make long-term commitments to the community because of the capital intensive nature of their businesses. These industries will be substantial new taxpayers who will offer stable, quality employment in the City; and

**WHEREAS**, the City desires to attract and retain quality jobs and commercial development; create and maintain a healthy tax base; improve the economy of the City and provide for the construction of new public infrastructure and improvements to facilitate economic development; and

**WHEREAS**, to further the above goals, the City has designated a Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Auburn City Council on March 21, 2005 (the "Vote"), and pursuant to the same Vote adopted a Development Program and Financial Plan for the District (the "Development Program"), attached hereto as Appendix A; and

**WHEREAS**, the Development Program provides for the financing of costs associated with the construction of public infrastructure and improvements including but not limited to streets, access roadways, bridges, street lights, storm drains, intersections, sidewalks, landscaping, wetlands mitigation and utilities such as power, water, sewer, natural gas, communications and data transmission (the "Public District Improvements"); and

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



**WHEREAS**, the Development Program designates ABDC to plan, implement, construct and expand public improvements for the Auburn Industrial Park including the District; and obligates ABDC to assume those responsibilities; and

**WHEREAS**, the execution and delivery of this Agreement serves to memorialize the understandings of the parties with respect to the above-referenced designation; and

**WHEREAS**, the Development Program was submitted to the Department for approval on January 20, 2006.

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

## **ARTICLE I Definitions**

### **Section 1.1. Definitions**

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

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

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

"City" means the City of Auburn, Maine.

"Commissioner" means the Commissioner of the Department.

"Department" means the Department of Economic and Community Development of the State, or DECD.

"Developer" means ABDC, its affiliates, successors and assigns.

"Development Program" means the Auburn Industrial Park Development and Tax Increment Financing Development Program, which was submitted for approval to the Department on January 20, 2006.

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

"District" means the Auburn Industrial Park Tax Increment Financing District more particularly described in the Development Program and designated by the City pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council on March 21, 2005.

"Effective Date" means the date of approval by DECD, or February 2, 2006.

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

"Original Assessed Value" means \$334,200.00.

"Project" means the extension, expansion and addition of public improvements and modifications to existing facilities as contemplated and further defined in the Development Program.

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

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

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

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

"Retained Tax Increment Revenue" means the percentage of the Tax Increment retained by the City pursuant to the Development Program to fund the repayment of Bond indebtedness in accordance with the provisions of Article II hereof, the Development Program and DECD approval.

"State" means the State of Maine.

"Tax Increment" has the meaning set forth in 30-A M.R.S.A. §5222(15).

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

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

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

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

In this Agreement, unless the context otherwise requires:



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

## **ARTICLE II**

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

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

Within thirty (30) days after the date first set out above, the City shall create and establish a segregated fund in the name of the City designated as the "Auburn Industrial Park Development and Tax Increment Financing District Development Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program, and within the Development Program Fund will establish segregated accounts designated as the Project Cost Account and the Sinking Fund Account (the "Accounts").

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

Except as provided in this Agreement, the City shall not create any lien or encumbrance on, or create or transfer any other interest of any nature whatsoever in, nor shall it hypothecate, the Accounts or any funds therein or revenues resulting from investment of funds therein, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Property in accordance with, and, entitled to the priority provided under, State law.

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

Starting with the 2006-2007 tax year and for each of the next 30 years there shall be deposited into the Development Program Fund contemporaneously with each payment of property tax assessed against the Property during the term of this Agreement an amount equal to one hundred percent (100%) of that portion of the property tax payment constituting Tax Increment Revenues from within the District for the period to which the payment relates; provided, however that such deposits to the Development Program Fund shall be due and payable solely from such property tax payments and from proceeds of the sale of the City's general obligation bonds as described in the Development Program (the "Bonds"). Any and all revenues resulting from investment of monies on deposit in the Development Program Fund shall be expended as determined by the City.

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

#### **a) Sinking Fund Account**

Monies deposited in the Sinking Fund Account shall consist of the Retained Tax Revenues and be used and applied to fund repayment of the Bonds.

#### **b) Project Cost Account**

Monies deposited in the Project Cost Account shall consist of the Bond sale proceeds and any Tax Increment Revenues in excess of the Retained Tax Revenues and shall be used and applied to fund the Project Costs as defined in the Development Program which include but are not limited to expenses of planning, implementation, construction, expansion and administration of the District and the Auburn Industrial Park by ABDC. Payment of funds from the Project Cost Account shall be made by the City to ABDC with thirty (30) days of submission of detailed requisitions for Project Costs which have been incurred.

### **Section 2.5. Investments**

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



**ARTICLE III**  
**Responsibilities of the Parties**

**Section 3.1. Obligations of the Parties**

Each Party shall cooperate fully with the other Party to enable such other Party to satisfy its obligations under this Agreement and the Development Program and shall keep the other Party informed as to the progress of that Party's responsibilities. ABDC authorizes the City to conduct such inspections of the Project as it deems advisable.

**Section 3.2. Obligations of ABDC**

ABDC shall use its best efforts in the planning, implementation, construction and expansion of public improvements for the District and of the Auburn Industrial Park, including but not limited to construction of public infrastructure and improvements including the Public District Improvements and in providing directly or obtaining administrative, organizational and professional services to ensure proper capital and financing as well as licensing, architectural, planning, engineering, inspection and legal services.

**Section 3.3. Obligations of City**

For its services as set forth in Section 3.2, City will pay to ABDC its costs and expenses. Payments by the City shall be made to ABDC from the Project Cost Account pursuant to Section 2.4(b).

**ARTICLE IV**  
**Defaults And Remedies**

**Section 4.1. Events of Default**

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

- a. Any failure by the City to pay any amount from the Project Cost Account when the same shall become due and payable;
- b. Any failure by the City to make deposits into the Development Program Fund as required;
- c. Any failure by a party hereto to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the party to be observed or performed; and
- d. If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a



conservator or receiver or liquidator in any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of 90 consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the party.

#### **Section 4.2. Remedies on Default**

Whenever any Event of Default referred to in Section 4.1 hereof shall have occurred and be continuing for a period of fifteen (15) days after a party's receipt from the other party of written notice of an Event of Default by the party, the other party may (a) specifically enforce the performance or observance of any obligations, agreements or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or (b) suspend its performance under this Agreement for so long as the Event of Default continues or remains uncured.

#### **Section 4.3. Remedies Cumulative**

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

#### **Section 4.4. Waiver of Governmental Immunity**

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



#### **Section 4.5. Tax Laws**

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

### **ARTICLE V Effective Date, Term and Termination**

#### **Section 5.1. Effective Date and Term**

This Agreement shall remain in full force from the Effective Date for a period of thirty (30) years unless sooner terminated pursuant to any provision of this Agreement.

#### **Section 5.2. Cancellation and Expiration of Term**

At the termination or other expiration of this Agreement, the City and ABDC shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

### **ARTICLE VI Miscellaneous**

#### **Section 6.1. Successors**

The covenants, stipulations, promises and agreements set forth herein by or on behalf of or for the benefit of any party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

#### **Section 6.2. Parties in Interest**

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

#### **Section 6.3. Non-Severability**

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

#### **Section 6.4. No Personal Liability of Officials**

No covenant, stipulation, obligation or agreement of either party contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of such party in his or her individual capacity and no official, officer, employee or agent of either party shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

#### **Section 6.5. Counterparts**

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

#### **Section 6.6. Governing Law.**

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

#### **Section 6.7. Notices**

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

If to the City:

City Manager  
City of Auburn  
60 Court Street  
Auburn, Maine 04210

With a copy to:

Jack Conway, Esq.  
Linnell, Choate & Webber  
83 Pleasant Street  
Auburn, ME 04210

If to the Developer:

Lucien Gosselin, Executive Director  
Auburn Business Development Corporation  
95 Park Street  
PO Box 1188  
Lewiston, ME 04243-1188



With a copy to:

Peter M. Garcia, Esq.  
Skelton, Taintor & Abbott  
95 Main Street  
PO Box 3200  
Auburn, ME 04212-3200

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

#### **Section 6.8. Amendments**

Neither this Agreement nor the Development Program may be amended without the express written consent of the parties hereto and approval of the City Council where required.

#### **Section 6.9. Integration**

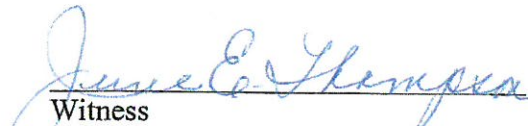
This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

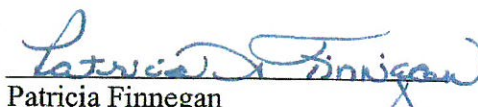
#### **Section 6.10. Authority of City**

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

**IN WITNESS WHEREOF**, the City and the Developer have caused this Agreement to be executed by their respective duly authorized representatives, all as of the date first above written.


CITY OF AUBURN


  
Witness

By:   
Patricia Finnegan  
Its: City Manager

**COPY**

AUBURN BUSINESS DEVELOPMENT CORP.

  
Witness

By:   
Lucien Gosselin  
Its: EXECUTIVE DIRECTOR

COPY

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Auburn Business Development Corporation (“ABDC”) and the City of Auburn (the “City”) as of this 21<sup>st</sup> day of May, 2012.

WHEREAS ABDC, owns land for the expansion of the Auburn Industrial Park (“AIP”);

WHEREAS ABDC, with the assistance of the City, has applied for and will receive permits for the expansion of the AIP from the Maine Department of Environmental Protection and Army Corps of Engineers (the “Permits”);

WHEREAS the City, with the assistance of ABDC, applied for and has received a grant from the Economic Development Administration (“EDA”) and has the other funds necessary to construct the improvements necessary to the expansion of the AIP (the “EDA Grant”); and

WHEREAS the parties desire to memorialize their understanding with respect to their respective responsibilities for the expansion of the AIP and the operation of the AIP in compliance with the conditions of the EDA Grant.

NOW THEREFORE, the parties agree to the following understandings:

1. ABDC shall complete the permitting process as expeditiously as possible and promptly notify the City when the permits are issued.
2. The City shall be responsible for the administration and supervision of the construction of the improvements required for the expansion of the AIP in accordance with the Permits and the EDA Grant. The City’s responsibilities shall commence with the acceptance of the EDA Grant and end with the fulfillment of the post-completion reporting requirements of the EDA Grant.
3. The City shall be responsible for the management of all the funds necessary for the construction of the improvements to the AIP and for the requisition process related to the construction. The City shall also reimburse ABDC for those expenses not previously recovered that ABDC incurred in connection with the Permits, including the cost to acquire and develop the wetland mitigation site at the former Dingley estate to the extent provided in the Development Agreement between the City and ABDC dated March 21, 2005.
4. The City shall be responsible for ensuring that the expansion of the AIP is conducted in compliance with the conditions to the EDA Grant and all applicable State and Federal laws and regulations.
5. The City shall be responsible for the timely submission of all reports and other information required under the EDA Grant and the applicable Federal laws and regulations. To the extent such reports or submissions require information from ABDC, ABDC shall provide any and all information requested by the City in a timely manner.



6. The City shall endeavor to reimburse ABDC for the value of the right of way over which the road serving the AIP will be constructed at its fair market value. Upon completion of the AIP expansion, ABDC shall be responsible for ensuring that the sales of all lots and the use of the proceeds from such sales comply with the conditions of the EDA Grant and all applicable State and Federal laws and regulations.

**Auburn Business Development Corp.**



Dennis Lemieux, its President

9/5/12

**City of Auburn**



Clinton Deschene, City Manager

**From:** [Jonathan LaBonte](#)  
**To:** [Susan Clements-Dallaire](#)  
**Cc:** [Denis D'Auteuil](#)  
**Subject:** EDA Project No.: 01-01-14171 - Auburn Industrial Subdivision  
**Date:** Thursday, July 14, 2016 1:07:10 PM

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The email below is for the City Council Packet. Another email to follow shortly.

Jonathan P. LaBonte

Mayor - City of Auburn

60 Court Street

Auburn, Maine 04210

207-333-6600 Ext. 1216

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**From:** Schuetz, Alan (Federal) [ASchuetz@eda.gov]  
**Sent:** Monday, July 11, 2016 11:47 AM  
**To:** Jonathan LaBonte  
**Subject:** RE: EDA Project No.: 01-01-14171 - Auburn Industrial Subdivision

Mayor LaBonte,

Thank you for your continued interest in the completion of the EDA Financial Assistance Award to build the infrastructure to develop the Auburn Industrial Subdivision.

As discussed on the phone this morning, the email that you sent touches on a number of topics, and here are some points to address the topics you raised:

- The Standard Terms and Conditions for Construction Projects, and Special Award Conditions are both agreed to and accepted by all parties when the Financial Assistance Award on form CD-450 is signed.
- The EDA Standard Terms and Conditions for Construction Projects requires that program income be used in the following order of priority:
  - a. Administration, operation, maintenance, and repair of Project facilities for their estimated useful life (as determined by EDA) in a manner consistent with good property management practice and in accordance with established building codes. This includes, where applicable, repayment of indebtedness resulting from any EDA-approved encumbrance (e.g., approved mortgage) on the EDA-assisted facility.
  - b. Economic development activities that are authorized for support by EDA, provided such activities meet the economic development purposes of PWEDA.
- The Special Award Conditions included with the Award, takes the standard terms a step further and requires that an Income Reutilization Plan is created which demonstrates an intent that the funds will be used in the following order of priority:
  - a. Administration, operation and maintenance of the project facilities for their useful life in a manner consistent with good property management practice and in accordance with the established building codes. This may include, where applicable, the repayment of

indebtedness resulting from any legal encumbrance (e.g. mortgage) on the EDA-assisted project facility.

b. Economic development activities that are authorized for support by EDA provided such activities are within the designated area.

- The previously submitted Income Reutilization Plan meets the minimum requirements of EDA, and has already been approved by EDA, therefore no additional plan is needed to satisfy Special Award Condition No. 10.
- The Lead Recipient and Co-Recipient of the Financial Assistance Award need to mutually agree to the spending of program income. Neither the City of Auburn, nor the Auburn Business Development Corporation have exclusive decision making authority over the program income.
- EDA agrees that the cost of wetland mitigation would be an allowable use for program income, under the first established priority.

Thanks,  
Alan

Alan Schuetz, Jr., P.E.  
Project Engineer

United States Department of Commerce  
Economic Development Administration  
The Curtis Center  
601 Walnut Street  
Suite 140 South  
Philadelphia, PA 19106

Office Phone: 1-215-597-1074  
Fax: 1-215-597-2908  
Email: [ASchuetz@eda.gov](mailto:ASchuetz@eda.gov)

Join EDA's [mailing list](#) today to get the latest agency news and grant opportunity information!



James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Ernestine Gilbert, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### RESOLVE 08-07182016

WHEREAS The City of Auburn has committed to paying \$4.1 million in bond proceeds toward the Auburn Enterprise Center (\$1.7 million paid thus far with \$2.4 million in future bond payments) since 2006; and

WHEREAS the Auburn Business Development Corporation (ABDC) has committed funds toward the purchase of the property and other costs associated with this project through loans obtained from the Lewiston Auburn Economic Growth Council and others; and

WHEREAS the City agreed to be a partner in permitting and the lead agency in the preparation, management and oversight of an Economic Development Administration (EDA) grant that contains strict language in deliverables; and

WHEREAS EDA staff have confirmed that an income utilization plan must be agreed to by both the City of Auburn and ABDC before any financial proceeds generated at the Auburn Enterprise Center can be expended; and

WHEREAS All expenditures within the Income Utilization Plan must be to the benefit of the Auburn Enterprise Center directly, including maintenance of roads and public infrastructure and retirement of debt obtained through private financial institutions such as the bond issuance by the City and not for general activities or general administration of the City or ABDC; and

NOW, THEREFORE, BE IT RESOLVED, that the execution of any Income Utilization Plan shall only be accomplished with authorization of the City Council through vote at a regularly scheduled meeting.

BE IT FURTHER RESOLVED, that the City Council expresses its preference, as Auburn is the applicant and administrator of the grant and accountable to restrictions from EDA, that all proceeds generated by the Auburn Enterprise Center be deposited into a Special Revenue Account of the City, as authorized here, until an Income Utilization Plan is adopted by both the City Council and the Board of ABDC.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

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

**Subject:** Auburn Water and Sewerage Districts and Cascades Auburn Fiber Closure

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**Information:** Auburn Water and Sewer Superintendent Sid Hazelton will be present along with Trustees from both Districts to discuss the impact from the loss of Cascades as a water and sewer customer. A brief power point presentation will be made, followed by questions.

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**Advantages:**

**Disadvantages:**

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**City Budgetary Impacts:**

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**Staff Recommended Action:** Discussion

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**Previous Meetings and History:** N/A

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**Attachments:** None



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

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

**Subject:** Procedure for scheduling the public hearing and election for the Lewiston-Auburn Consolidation

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**Information:** The Joint Charter Commission that was elected in June of 2014 has been working on a consolidation agreement between the cities of Lewiston and Auburn. Their goal has been to complete the consolidation agreement in order to submit this to voters at the November 8, 2016 election.

There must be a notice and public hearing first. The public hearing must be held at least 10 days before the election and the notice of the public hearing must be issued at least 30 days before the election and at least 10 days before the hearing.

Taking the provisions of 30-A Sec. 2152 the hearing must be held on or before October 28<sup>th</sup> with the notice of the public hearing issued on or before October 7<sup>th</sup> (Oct. 9<sup>th</sup> is 30 days before the election but because it falls on a Sunday, we would issue on October 7<sup>th</sup>) which is also within 10 days of the hearing.

Because I will need to work on providing our vendor with a ballot template, ballot language, then proofing and getting them printed beginning around the first of September (Sept. 9<sup>th</sup> at the latest) Council should call and set the date of the election at the August 15<sup>th</sup> meeting (the council meeting after that is not until Sept. 11<sup>th</sup> and I am afraid that would be cutting it too close).

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**Advantages:**

**Disadvantages:**

---

**City Budgetary Impacts:**

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**Staff Recommended Action:** Discussion

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**Previous Meetings and History:**

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**Attachments:**

30-A Sec. 2152 Joint Charter Commission  
Email from Dan Stockford

Maine Revised Statutes

**Title 30-A: MUNICIPALITIES AND COUNTIES**  
**HEADING: PL 1987, c. 737, Pt. A, §2 (new)**

**Chapter 113: CONSOLIDATION, SECESSION AND**  
**ANNEXATION HEADING: PL 1995, c. 377, §1 (rpr)**

**§2152. JOINT CHARTER COMMISSION**

**1. Petition.** The voters of a municipality may file a petition in the municipal office that must:

A. Be addressed to the municipal officers; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Be signed by at least 10% of the voters of that municipality, except that only 1,000 signatures are necessary in municipalities of 10,000 or more voters; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Propose that the municipality be consolidated with another municipality, or other municipalities, named in the petition; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Request that 3 persons be elected by the voters of the municipality to serve as members of a joint charter commission for the purpose of drafting a consolidation agreement. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

**2. Joint charter commission.** If a petition is filed as required under subsection 1, the 3 members of a joint charter commission shall be elected at the next special or regular election in the manner provided for the election of municipal officers. The election of members by 2 or more municipalities authorizes the commission to draft the consolidation agreement. If a municipality does not elect members, it may not participate in the consolidation.

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

**3. Consolidation agreement.** The joint charter commission shall draft an agreement between the consolidating municipalities which includes:

A. The names of the municipalities; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The name under which it is proposed to consolidate, which must be distinguishable from the name of any other municipality in the State, other than the consolidating municipalities; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. The property, real and personal, belonging to each municipality, and its fair value; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The indebtedness, bonded and otherwise, of each municipality; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. The proposed name and location of the municipal office; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. The proposed charter; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. The terms for apportioning tax rates to service the existing bonded indebtedness of the respective municipalities; and [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

H. Any other necessary and proper facts and terms. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

**4. Submission of consolidation agreement.** The consolidation agreement shall be submitted to the voters of each municipality at a municipal election after notice and hearing as provided in paragraphs A and B. The consolidation agreement may be amended, provided that the amended agreement meets the notice and hearing requirements of paragraphs A and B. Upon approval of a majority of those voting in each of 2 or more municipalities, the consolidation agreement becomes effective, according to its terms, in those municipalities.

A. The municipal officers of each municipality shall hold a public hearing on the consolidation agreement. The public hearing may be held on more than one day, provided that it adjourns permanently at least 10 days before the election. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The municipal officers shall notify the voters of each municipality of the consolidation agreement and of the time and place of the public hearing in the same manner that the voters of each municipality are notified of ordinances to be enacted. This notice must be given at least 30 days before the election and at least 10 days before the hearing. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[ 1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

#### SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD).

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**From:** [Dan Stockford](#)  
**To:** [Susan Clements-Dallaire](#)  
**Subject:** FW: Joint Charter - Consolidation questions  
**Date:** Thursday, July 14, 2016 8:46:24 AM  
**Attachments:** [image002.png](#)  
[image003.png](#)

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Sue,

Following are in response to the questions that you forwarded regarding the Joint Charter Commission/Consolidation Agreement.

*If each of the two cities targeted for a merger via a joint city charter are required to vote on the charter on the same day or can they vote on separate days. For example, can Auburn vote on it on the same day as the upcoming Presidential election date coming up in November and can Lewiston vote on it, say next June at the school budget referendum date?*

The statute states that the consolidation agreement “shall be submitted to the voters of each municipality after notice and hearing...” 30-A M.R.S. §2152(4). There is no requirement in the statute that the vote on the consolidation agreement must be held on the same day in each municipality. Although it is not a statutory requirement, conducting the vote in each municipality on the same day would give voters in both municipalities an opportunity to vote without the possibility of being influenced by voting results in the other municipality.

*Can each city council inform the joint charter commission of the date it decides to hold the public hearing on? Must the JCC complete its work by the date? Or does the city council have to wait, indefinitely, for the JCC to complete its work? Bear in mind that current JCC has been working on the L-A merger for two years. How long must we wait for them to decide they are ready to go to hearing?*

The statute provides that “[t]he municipal officers of each municipality shall hold a public hearing on the consolidation agreement,” and that “[t]he municipal officers shall notify the voters of each municipality of the consolidation agreement and of the time and place of the public hearing in the same manner that the voters of each municipality are notified of ordinances to be enacted.” 30-A M.R.S. §2152(4)(A) & (B). By providing that “the municipal officers of each municipality shall hold a public hearing,” the statute suggests that the municipal officers may set the date for the public hearing in their respective municipality. The only time limits imposed by statute for the public hearing are that it must be held at least 10 days before the election on the consolidation agreement, and notice of the public hearing must be issued at least 30 days before the election and at least 10 days before the hearing.

Because the statute provides that the public hearing is “on the consolidation agreement” and that the municipal officers must notify the voters “of the consolidation agreement” when providing notice of the time and place of the public hearing, it is clear that there must be a consolidation agreement before the public hearing can be held. The statute assigns the joint charter commission the responsibility for drafting the consolidation agreement, but the statute does not impose a timeline for the joint charter commission to draft the

consolidation agreement. Therefore, the public hearing required by statute cannot be scheduled until the joint charter commission has completed its work of drafting the consolidation agreement, and there is no statutory deadline for the joint charter commission to complete its work. There would be nothing to preclude the City Council from scheduling a public hearing on the issue of consolidation before the joint charter commission finishes drafting the consolidation agreement, but such a hearing would have no legal significance, and the public hearing required by statute would still need to be held once the joint charter commission completes the consolidation agreement.

Please let me know if there are any other questions.

Dan

**Daniel C. Stockford | BRANN & ISAACSON**  
Tel: 207.786.3566 | [dstockford@brannlaw.com](mailto:dstockford@brannlaw.com)

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**From:** Susan Clements-Dallaire [<mailto:sdallaire@auburnmaine.gov>]  
**Sent:** Wednesday, July 13, 2016 3:18 PM  
**To:** Dan Stockford  
**Subject:** Joint Charter - Consolidation questions

Hi, Dan,

Below are some of the questions from Council regarding the Joint Charter Commission/Consolidation Agreement.

*If each of the two cities targeted for a merger via a joint city charter are required to vote on the charter on the same day or can they vote on separate days. For example, can Auburn vote on it on the same day as the upcoming Presidential election date coming up in November and can Lewiston vote on it, say next June at the school budget referendum date?*

*Can each city council inform the joint charter commission of the date it decides to hold the public hearing on? Must the JCC complete its work by the date? Or does the city council have to wait, indefinitely, for the JCC to complete its work? Bear in mind that current JCC has been working on the L-A merger for two years. How long must we wait for them to decide they are ready to go to hearing?*

*Looking for clarification/procedure for scheduling the Public Hearing and Vote on the merger.*

Thank you, Dan. Any information you can provide would be helpful. If any other questions come up, I will forward those to you.

Sue

*Susan Clements-Dallaire*



Susan Clements-Dallaire, CCM, CMC

City Clerk & Registrar of Voters - City of Auburn

60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1126



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## IN COUNCIL REGULAR MEETING JULY 11, 2016 VOL. 34 PAGE 261

Mayor LaBonté called the meeting to order at 7:06 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

### I. Consent Items

#### 1. Order 45-07112016\*

Appointing Robert Stone as the MMA LPC (Maine Municipal Association's Legislative Policy Committee) member for the 2016-2018 term.

#### 2. Order 46-07112016\*

Confirming Chief Crowell's appointment of Devon A. Bohacik as a Constable with firearm for the Auburn Police Department.

Motion was made by Councilor Pross and seconded by Councilor Walker to accept the consent items as presented. Passage 6-0-1 (Councilor Burns was not present for the vote).

### II. Minutes

- June 20, 2016 Regular Council Meeting
- July 6, 2016 Special Council Meeting

Motion was made by Councilor Walker and seconded by Councilor Titus to accept the minutes of the June 20, 2016 and July 6, 2016 meetings as presented. Passage 6-0-1 (Councilor Burns was not present for the vote).

### III. Communications, Presentations and Recognitions - None

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

Larry Pelletier, 129 Second Street – asked about his recent inquiry regarding surveillance cameras being placed in certain areas of the City. He referred to a recent incident where a piano was vandalized in Festival Plaza.

#### V. Unfinished Business - None

### VI. New Business

#### 1. Ordinance 05-07112016

Adopting the Woodlot Management Ordinance. Public hearing and first reading.

Motion was made by Councilor Stone and seconded by Councilor Young to postpone this item until the July 18, 2016 City Council Meeting. Passage 7-0.

#### 2. Order 47-07112016

Adopting the collection policy for Emergency Management Services.

**IN COUNCIL REGULAR MEETING JULY 11, 2016 VOL. 34 PAGE 262**

Motion was made by Councilor Titus and seconded by Councilor Walker to adopt the collection policy for Emergency Management Services.

Public comment - Joe Gray, Sopers Mill Road stated that he though this item should also be postponed. He asked if we had a person on staff to do this extra work or would we have to hire someone. He also had concerns about balance billing and why there was a provision for the Fire Department to have first right of refusal for large scale events and asked what was considered a large scale event? He said he did not think the policy was well written.

Motion was made by Councilor Stone and seconded by Councilor Gilbert to postpone this item as well. Passage 4-3 (Councilors Pross, Young, and Walker opposed).

**3. Order 48-07112016**

Authorizing the Finance Director to dispose of the tax acquired property in accordance with the City of Auburn Policy regarding the acquisition and disposition of Tax Acquired Property.

Motion was made by Councilor Titus and seconded by Councilor Young authorizing the Finance Director to dispose of the tax acquired property in accordance with the City of Auburn Policy regarding the acquisition and disposition of Tax Acquired Property.

Public comment – no one from the public spoke. Passage 6-0-1 (Councilor Walker abstained).

**4. Order 49-07112016**

Amending Order 30-05162016 (b) which was previously adopted at the 5/16/2016 City Council meeting (Verizon wireless micro site lease agreement at 650 Center Street) to reflect a change to the proposed lease rate and annual adjustment.

Motion was made by Councilor Burns and seconded by Councilor Walker to amend Order 30-05162016 (b) which was previously adopted at the 5/16/2016 City Council meeting (Verizon wireless micro site lease agreement at 650 Center Street) to reflect a change to the proposed lease rate and annual adjustment.

Public comment – no one from the public spoke. Passage 7-0.

**VII. Executive Session**

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

This item was taken up during the workshop.

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

## IN COUNCIL REGULAR MEETING JULY 11, 2016 VOL. 34 PAGE 263

Motion was made by Councilor Burns and seconded by Councilor Walker to enter into executive session to discuss a real estate matter pursuant to 1 M.R.S.A. §405(6)(C).

Passage 7-0, time 7:22 P.M.

Council was declared out of executive session at 7:48 P.M.

- Discussion on a personnel matter, pursuant to 1 M.R.S.A. §405(6)(A) with possible action to follow.

Motion was made by Councilor Burns and seconded by Councilor Pross to enter into executive session to discuss a personnel matter.

Passage 5-0-2 (Councilor Gilbert abstained, Councilor Walker was not present for the vote). Time 7:49 P.M.

Council was declared out of executive session at 8:07 P.M.

Motion was made by Councilor Pross and seconded by Councilor Walker to accept, with regret, the letter of resignation from City Manager Howard Kroll dated July 1, 2016 with Friday, September 9, 2016 being his last day. Passage 7-0. This becomes Order #50-07112016.

### VIII. Reports

**Mayor's Report** – reported that he had outreach from Genesee & Wyoming, the parent company of St. Lawrence & Atlantic Railroad regarding a bill in Congress they are seeking support for that would extend a tax credit for short line railroads with a push to make it permanent. He said that he wrote to Senators King and Collins asking to them sign on as sponsors for that legislation. Senator Collins has agreed. He is still waiting to hear from Senator King.

He also reported that June was pride month and our local LGBTQ community and the Unitarian Universalist Church on Spring Street quickly showed support and held a vigil after the tragedy in Orlando. He noted that it was clear at that there is a hole in the Auburn Lewiston area with the LGBTQ community and he offered to lend his support to show that municipal government in Auburn and as Mayor wants to show support and have an open door. A small email chain has been set up and he will host at least the first meeting which is scheduled for July 25<sup>th</sup> at 5:30 P.M. in the Community Room in Auburn Hall adding that this will be the first of many meetings.

He added that he had a great meeting with Maggie Davis, Bill Grant and Jim Horne, who reached out to see how they could be helpful with the workforce initiative.

Last, he noted that he sent a memo to the Economic Development Administration in Philadelphia about the income re-utilization plan for the Industrial Park and received

some clarification on the matter adding that he will be sharing that communication with the Council.

**Councilor Pross** – thanked the Mayor for seeking out on his own on the restructuring of the income reutilization plan and for getting clarification from the EDA adding that it is an important step forward.

**Councilor Burns** – LAEGC met on Friday July 1<sup>st</sup> as a result of Auburn not funding them for FY17. The Board passed a change in their bylaws stating if a City does not fund the growth council equally as the other City, the directors that serve on the board by virtue of their position within the City are assigned as suspended directors until equal funding is restored.

**Councilor Gilbert** - reported that she attended the Airport meeting and learned of problems in the area of Foster Road and no one seems to be taking ownership of who owns the land and of the problems there and she wanted residents to know she is working on it.

**Councilor Stone** – asked the City Manager about the status of an agenda request form that he and Councilor Walker submitted for a workshop regarding the provisions of 30-A Sec. 2152 on the Joint Charter Commission. He would like to workshop that item.

**Councilor Titus** – informed the public of Finance & Administration meeting that is to be held on Thursday July 14, 2016 at 5:30 P.M. here in Council Chambers.

**City Manager** – wanted to thank the Council and staff for their support during this process adding that Auburn is on the move to doing great things and he is looking forward to seeing that come to fruition.


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

Larry Pelletier, 129 Second Street thanked City Manager Howard Kroll for everything he has done for the City and for his service to this country.

**X. Adjournment**

Motion was made by Councilor Burns and seconded by Councilor Pross to adjourn. All were in favor, the meeting adjourned at 8:28 PM.

A True Copy.

ATTEST   
Susan Clements-Dallaire, City Clerk



## City of Auburn, Maine

Office of the Mayor

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

Auburn, Maine 04210

207.333.6601 ext. 1216

June 30, 2016

The Honorable Susan M. Collins  
United States Senate  
413 Dirksen Building  
Washington, DC 20510

The Honorable Angus S. King Jr.  
United States Senate  
133 Hart Building  
Washington, DC 20510

via email

Dear Senators:

As you may know, Maine is one of the very few states in the U.S. without any service provided directly by a larger, Class I railroad. Industries and communities throughout Maine depend completely on short line and regional railroads for service to connect to the rest of North America and the world. More specifically, the City of Auburn has partnered for decades with a short line railroad to attract and retain distribution and logistics and manufacturing companies that employ hundreds in our community.

The Short Line Tax Credit has been in place since 2005. This credit is absolutely critical for the railroads of Maine. You both have co-sponsored bills last year that led to extending this credit until December 31, 2016. Thank you for taking that action.

With the expiration fast approaching, the BRACE Act (S. 2595) was introduced back in March. It's the same language that has been passed and in place over the past 11 years, with one modification, which removes the sunset date. Doing so allows railroads the certainty to plan maintenance improvements.

Fully understanding the need for viable transportation infrastructure, I am of the opinion the BRACE Act is something that you should co-sponsor.

I request your help by co-sponsoring the BRACE Act as quickly as possible.

Respectfully,

A handwritten signature in blue ink, appearing to read "Jonathan P. LaBonte".

Jonathan P. LaBonte  
Mayor



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

**Ordinance:** 05-07112016

**Author:** Dan Goyette, Auburn Public Services Director

**Subject:** Public Woodlot Ordinance

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**Information:** The Council had previously requested that a new Public Woodlot Ordinance be created. The Conservation Commission and the Forest Board have drafted, reviewed and shared their draft ordinance to all interested parties for their review. What is being presented is their recommended ordinance.

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**Advantages:** Formalizes process for which timber will be harvested on City lands.

**Disadvantages:**

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**City Budgetary Impacts:** Dependent on any revenue generated by harvesting existing timber.

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**Staff Recommended Action:** Accept the new ordinance.

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**Previous Meetings and History:** Transportation and Environment Council Subcommittee reviewed on March 16, 2016. Council also discussed during the 7/11/2016 City Council Workshop and the item was postponed until the 7/18/2016 Council meeting.

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**Attachments:** Council Committee Meeting minutes and draft ordinance.

City of Auburn  
**Transportation & Environment**  
March 16, 2016  
5:30 PM  
Council Chambers

- **Call to Order and Introductions:**

Councilor David Young; Councilor Leroy Walker; Councilor Ernestine Gibert, Rick Breton 1109 Summer St, Auburn Resident, Paula White, Vice Chair of Conservation Commission, Chuck Lafean, on the Conservation Commission, Scott Holland, Deputy Director of Public Services, Dan Goyette, Director of Public Services, Denis D'Auteuil, Assistant City Manager, Dave Griswald, Lewiston and Auburn Community Forestry Board, Tizz Crowley, Conservation Commission

- **Minutes:**

Motion was made by Councilor Walker seconded by Councilor Gibert, accepting the minutes of the February 17, 2016 Transportation & Environment meeting. Passage 3-0

- **Public Woodlot Management Ordinance:**

Discussion took place on the Public Woodlot Management Ordinance/Conservation Commission. Dave Griswald gave a brief history and description of the reasoning and needs of such Ordinance. Councilor Walker asked if the School Department received a copy; Dave Griswald acknowledges that a copy was sent to Jude Cyr for comments; no comments were received. Assistant City Manager, Denis D'Auteuil stated that the School Department is well aware of the past issues bringing this Ordinance forward.

Motion was made by Councilor Walker second by Councilor Gibert, accepting the Public Woodlot Management Ordinance Conservation Commission to go to full Council. Passage 3-0

- **Solid Waste and recycling Contract**

Assistant City Manager, Denis D'Auteuil gave a description of the Solid Waste and Recycling Committee's history as well as the recommendation to go to the Auto System.

Public Services Director, Dan Goyette informed the Committee the current provider agreed to extend our current contract until a decision is made. For FY 17 there will be a 1% increase for both solid waste and recycling. A decision will need to be made on what type of system to move forward with.

Comments: The different options for solid waste and recycling were discussed. The need for additional education with whichever plan is decided upon was also discussed. The Committee was reminded that prior to bringing the contract to the full Council, the committee should have a formal recommendation.

Councilor Walker would like to move forward; Councilor Gibert would like to continue reviewing the Solid Waste and Recycling Contract prior to going to the full Council.

- **MMWAC**

Councilor Walker gave a brief history of MMWAC, its' ownership status and its current transition to a new manager. The committee expressed a desire for a tour of the facility.



A number of residents then spoke about how well MMWAC operates, the need for additional education for residents on the facility and what it means to the City, and how the various options for the City with regards to the future solid waste and recycling contract would impact the facility.

- **Recreation and Special Events Committee**

Assistant City Manager Denis D'Auteuil gave a brief description of the history of the new recreation and special events committee as a result of the parks department now falling under Public Services. The new committee was never formalized by the Council and needs to either be formalized or not. If not, the existing ordinance is acceptable and the board needs to be filled. The committee then discussed the pros and cons of the new committee.

A motion was made by Councilor Ernestine Gibert to keep what is in the ordinance, Councilor Walker agreed. Passage 3-0 to keep the existing ordinance and not have a Recreation and Special Events Committee.

- **Summer Street Extension Reconstruction**

Department Director of Public Services, Dan Goyette, gave a history of the project and the public process it has gone through. A resident spoke in favor of the project.

Motion was made to have the project to go out to bid as designed. Passage 3-0 to move forward with the project.

- **Committee recommendations:**

- a. Public Woodlot Management Ordinance:
  - Move the Ordinance to full Council, and insure the School Department received a completed copy. Will make sure to get it in the queue for the next available Council meeting.
- b. Solid Waste and Recycling Contract:
  - Come back to the next meeting
- c. MMWAC:
  - Going to come back after the new Director is hired and prepares a plan
- d. Recreation and Special Events Committee:
  - Report out, stick with the current ordinance and do away with the Special Events Committee.
- e. Summer Street Extension Reconstruction:
  - Report out, the Committee approved the project and move forward.

- **Staff updates**

- a. **Route 4**
  - No meeting has been set yet, as soon as Director of Public Services hears he will notify all

- **Public Comment**

- a. None

- **Next Meeting agenda setting, April 20, 2016**

- a. Solid waste

- **Adjournment**

- a. End Session 5:30 PM

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Ernestine Gilbert, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

**IN CITY COUNCIL**

**ORDINANCE 05-07112016**

BE IT ORDAINED, that the City Council hereby adopts the Public Woodlot Management Ordinance under Chapter 56, Article II, Sec. 56-22 as attached.

**City of Auburn**  
**Public Woodlot Management Ordinance**  
**Conservation Commission draft 1.28.16**

**Section 1 – Preamble.**

The City of Auburn hereby adopts the following public wood lot management ordinance in order to regulate the forest management on public lands within the city, including properties used by various individual departments.

**Section 2 – Authority.**

This ordinance is enacted pursuant to the Home Rule Authority granted to the city in accordance with the provisions of 30-A M.R.S.A. §3001.

**Section 3 – Definitions.**

- 3.1 **Best Management Practices (BMPs)** - voluntary outcome-based guidelines established by Maine Forest Service to maintain water quality and minimize sedimentation of water courses
- 3.2 **Community Forest**- The sum of 1. Street trees within or upon the limits of any city road, public right of way or any highway within the meaning of 30-A.M.R.S.A. §3281; 2. Public trees included as part of landscaping at public buildings or parks; 3. Public woodlots i.e. parcels which include forested acres which provide or have potential to provide wildlife habitat, forest products, recreation, educational opportunities and other amenities.
- 3.3 **Designated Representative**- individual identified as responsible for overseeing forest management activities related to a timber harvesting operation. Principal contact with the forester supervising the harvest operation.
- 3.4 **Forest Management Plan**- A site specific document written by a professional forester with input from the landowner which establishes direction and goals for the management of a forest land area. The plan will specify all silvicultural practices and activities that support the landowner objectives and minimizes adverse environmental impact. Forest management plans normally include a description of the land and forest, inventory information, and management prescriptions. Forest management plans are typically updated every ten years.
- 3.5 **Harvest Plan**- A document prepared by a professional forester describing activities involved in a timber harvest, including but not limited to: maps of access routes, cut locations, principle trails to be used to remove harvested material, water crossings, log landings; cutting prescriptions and controls; buffer zones; BMPs to be used; and special considerations sufficient to support the objectives of the Forest Management Plan, and provide direction to the qualified logging professional conducting the operation under supervision of the forester.
- 3.6 **Professional Forester**- An individual qualified and licensed to practice forestry in the State of Maine. (Forest management in Maine is limited to licensed professional foresters.)
- 3.7 **Public Trees**-All trees located upon any public property owned by the city, including public property currently used by any individual departments.
- 3.8 **Public Woodlot** – The portion of the community forest not including street trees within or upon the limits of any city road, public right of way, or any highway within the meaning of 30-A M.R.S.A. §3281 and public trees included as part of landscaping at public buildings or parks. Public woodlots are parcels which include forested acres which provide or have potential to provide wildlife habitat, forest products, recreation, educational opportunities and other amenities.
- 3.9 **Qualified Logging Professional**- a logger trained according to Sustainable Forestry Initiative (SFI) Standard by an organization recognized by Maine’s Sustainable Forestry Initiative Implementation Committee, including Maine Certified Logging Professional (CLP).

- 3.10 **Stakeholder-** stakeholders include a range of persons, including city council, school committee, staff of individual city departments, adjacent landowners (abutters), and community members.
- 3.11 Any term or word of this ordinance which is not defined in this section shall have a meaning consistent with Title 30-A, M.R.S.A., to the extent that such term is defined in that Title; any terms that are not defined in that Title shall have a meaning consistent with common usage.

#### **Section 4 – Development of a Forest Management Plan.**

The city council or its' designated administrative board or staff member shall ensure that a forest management plan is written for any public woodlot(s) that are intended to be managed. The forest management plan shall be written by a professional forester with documented input from the individual department responsible for the management of the public woodlot and other stakeholders, in order to define management objectives to be addressed in the plan. The management plan should address multiple uses, including but not limited to biodiversity, control of invasive species, education activities, forest inventory, recreation, special places, timber harvesting, water quality, wildlife habitat, and any other appropriate considerations. The management plan should be updated every ten years and conform to the current stewardship guidelines as defined by the Maine Forest Service.

#### **Section 5- Conducting a Harvest**

- A). The city council or its' designated administrative board(s) shall approve any timber harvesting.
- B). The harvest will be supervised by a professional forester who shall provide regular written progress reports to the designated representative member of the individual department responsible for the public woodlot. The designated representative shall be empowered to suspend the operation if objectives are not being met.
- C). The harvest shall be conducted by qualified logging professionals.
- D). The harvest will be conducted according to a harvest plan, written by a professional forester and approved by the designated representative, that supports the objectives of the forest management plan and provides direction to the qualified logging professional conducting the operation. The harvest plan will include BMPs to safeguard water quality.
- E). Stakeholders, at minimum abutters, elected city officials, appropriate administrative board members and appropriate staff shall be notified 30 days prior to commencement of a harvest.
- F). Within 90 days of completion of a harvest, a review will be conducted including the forester, designated representative and appropriate stakeholders, in order to evaluate the operation's outcomes. A written review shall be prepared for the city council or its' designated administrative board.

**Section 6 – Harvest revenues.**

Net Revenues generated from any timber harvests shall be deposited in a Timber Harvest Special Revenue Account. The proceeds in this account shall be distributed by the City Council during the annual budget process.

~~Net Revenues generated from any timber harvests shall allocated as follows:~~

- ~~—— 20% to an account to be used to improve the community forest~~
- ~~—— 20% to the Community Cords account~~
- ~~30% to an account for the support of the department managing the harvested woodlot i.e.- Conservation Commission, Parks Department, School Department, etc.-~~
- ~~30% to General Revenue-~~

~~Exception. When deemed necessary by the city council, this provision may be waived by a super-majority vote of the city council with five affirmative council votes, on a project basis.~~

**Section 7 – Prohibition.**

No person shall prune, plant, cut down, remove, or alter a public tree. See Section 7 below.

**Section 8 - Guidelines for cutting or altering of public shade trees.**

After a public hearing, the city council or its' designated administrative board shall have the authority to adopt, amend, or modify this ordinance. Thereafter, the city council or it's designated administrative board shall use those guidelines in making decisions pursuant to this ordinance.

**Section 9 – Violations and penalties.**

- a) Any violator of any provision of this article shall be subject to a civil penalty payable to the city. Each act of violation shall constitute a separate offense.
- b) Should any public tree be destroyed, the person causing the destruction shall also make restitution to the city in an amount equal to the cost to the city of removing the destroyed tree plus its replacement value.
- c) Whenever the municipal arborist determines there are reasonable grounds to believe there has been a violation of any provisions of this article, he/she may initiate enforcement proceedings in accordance with the citation system established in article VIII of chapter 2.
- d) In addition to the remedies set forth above, the municipal arborist, on behalf of the city, may seek an abatement of the violation, or injunctive relief, including an award of penalties and reasonable attorney fees, from the district court or the superior court.
- e) The court also may order a violator of this article to reimburse the city for the cost of any action that was necessary to correct violations of the ordinance. If the city is the prevailing party in an enforcement action, it shall be awarded reasonable attorney's fees and costs.

**Section10 - Severability.**

The provisions of this ordinance shall be severable. If any portion of this ordinance is held to be invalid, the remainder of this ordinance and its application thereof shall not be affected.





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 07/18/2016

**Order:** 47-07112016

**Author:** Jill M Eastman, Finance Director

**Subject:** City of Auburn Policy on Emergency Medical Services

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**Information:** Attached is a policy that addresses the designation of the Auburn Fire Department as the City of Auburn's Emergency Medical Services provider and addresses all collections for said services.

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**Advantages:** This policy clearly lays out the method(s) used to collect outstanding EMS billing, provides definitions of EMS terms and designates Auburn Fire Department as the City's primary provider.

**Disadvantages:** N/A

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**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Passage of policy.

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**Previous Meetings and History:** Finance and Administration Committee meetings of March 10, 2016 and May 12, 2016. Council also discussed during the 7/11/2016 City Council Workshop and the item was postponed until the 7/18/2016 Council meeting.

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**Attachments:**

Proposed City of Auburn Policy on Emergency Medical Services

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## City Council Policy on Emergency Medical Services

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### **PURPOSE**

To establish a policy to bill patients for the provisions of emergency medical services and transportation provided by the City.

### **DEFINITIONS**

- A. **ADVANCED LIFE SUPPORT, LEVEL 1 (ALS-1):** providing transportation by ground ambulance vehicle, medically necessary supplies and services and either an ALS assessment by ALS personnel or the provision of at least one ALS intervention.
- B. **ADVANCED LIFE SUPPORT, LEVEL 2 (ALS-2):** providing either transportation by ground ambulance vehicle, medically necessary supplies and services, and the administration of at least three medications by intravenous push/bolus or by continuous infusion excluding crystalloid, hypotonic, isotonic, and hypertonic solutions (Dextrose, Normal Saline, Ringer's Lactate); or providing transportation, medically necessary supplies, and services, and the provision of at least one of the following ALS procedures:
- 1) Manual defibrillation/cardioversion; or –
  - 2) Endotracheal intubation; or –
  - 3) Central venous line; or –
  - 4) Cardiac pacing; or –
  - 5) Chest decompression; or –
  - 6) Surgical airway; or –
  - 7) Intraosseous line. 8)
- C. **BALANCE BILLING:** the practice of charging a beneficiary the difference between the provider's actual charge and the amount provided by the insurance carrier according to any contractual agreements.
- D. **BASIC LIFE SUPPORT (BLS):** providing transportation by ground ambulance vehicle and the provision of medically necessary supplies and services, including BLS ambulance services as defined by the State.
- E. **EMERGENCY MEDICAL TECHNICIAN ("EMT")-PARAMEDIC:** an individual having special, well-defined skills and knowledge in emergency medicine, who has training to provide pre-hospital emergency medical treatment at an advanced level and is Licensed by Maine Emergency Medical Services.
- F. **EMERGENCY MEDICAL SERVICES ("EMS"):** services utilized in responding to needs of those persons in need of immediate medical care within the jurisdiction and adjacent to the City, including but not limited to the rendering of advanced life support care, provided by Auburn Fire Department.



- G. **PATIENT:** a person who receives an EMS response or a person who receives emergency medical services from the Auburn Fire Department.
- H. **REASONABLE COLLECTION EFFORTS:** the issuance of a bill to the patient or to the party responsible for the patient's personal financial obligations, and subsequent billings, collection letters and telephone calls or personal contacts which constitute a genuine, rather than token, collection effort. The City expressly incorporates herein by reference any subsequent definition of this term set forth by the Health Care Financing Administration in Section 5220 of the Medicare Carriers Manual or its successor.
- I. **THIRD PARTY PAYER:** insurance carrier or other coverage provider, having the responsibility to pay for medical services rendered to a patient as a result of that patient's accident, injury or illness.

## **POLICY**

### **Designation as Primary Provider**

The City hereby recognizes the Auburn Fire Department as the primary provider of pre-hospital emergency medical services within the corporate limits of the City and outside of the City limits as determined by various mutual aid agreements.

### **Advanced Life Support Services Required**

- A. The City hereby mandates Advanced Life Support (ALS) with a minimum crew of one EMT- Paramedic or Licensed Paramedic and one EMT-Basic or EMT-Intermediate as the minimum standard of care for all 9-1-1 ambulance calls and emergency ambulance transports, and shall bill accordingly at an ALS or BLS level. The provisions of this paragraph shall apply to all services provided by the City and to mutual aid response of other ambulance providers answering emergency 9-1-1 calls within the City limits.
- B. Exceptions to the above provision of a paramedic unit may be made when all paramedic units are unavailable.

### **EMS Billing**

- A. The City recognizes the need to bill for these services to aid in the provision of EMS.
- B. No person requiring emergency medical services and/or transportation shall be denied services due to a lack of insurance or ability to pay levied charges.
- C. The City may, either directly or through any third party billing agency with which it has contracted for billing and/or collections for emergency medical services, make arrangements with patients and/or their financially responsible party for installment payments of bills so long as the City determines that:
  - 1. The financial condition of the patient requires such an arrangement; and
  - 2. The patient and/or financially responsible party has demonstrated a

willingness to make good faith efforts towards payment of the bill.

- D. The City shall bill for all EMS services provided unless the City is reimbursed for services by another agency due to disaster declaration.
- E. Any applicable charges for EMS rendered shall be billed directly to the patient or to the patient's third party payer.
- F. The City may, at its option, and shall, where required by law, bill insurers or carriers on a patient's behalf and may accept payment on an assignment basis.
- G. All patients and/or their financially responsible parties, insurers or carriers, will be billed for emergency medical services provided by the City according to the Fee Schedule established by Ordinance of the City Council.
  - 1. All patients shall be liable for any co-payment, deductibles and patient responsibility amounts not satisfied by public or private insurance, and the City shall Balance Bill and make reasonable collection efforts for all such balances. The City may bill any applicable coinsurance carriers for such amounts.
  - 2. Exceptions include only those instances where the City or its agent has made a determination that the cost of billing and collecting such co-payments, deductibles and patient responsibility amounts exceeds or is disproportionate to the amounts to be collected as determined by the City's write off policy.

#### **Account Adjustments and Write Offs**

- A. The City's billing agency is authorized to consider all cases of financial hardship based on the City's financial assistance hardship guidelines.
  - 1) Patients or financially responsible parties who qualify for State, Federal or other assistance programs are excluded from account adjustment to the extent that needed services are covered under those programs.
  - 2) Adjustments/waivers will be granted based on US Department of Health & Human Services Poverty Guidelines, based on documented income that does not exceed 300% of the poverty guideline for the number of persons in the household.
    - Annual Income <100% of Poverty Guideline: Reduction of Fee up to 75%
    - Annual Income 100-200% of Poverty Guideline: Reduction of Fee up to 50%
    - Annual Income 200-300% of Poverty Guideline: Payment Plan or Reduction of Fee up to 25%
- B. Uncollected balances on patients accounts that are three years or older with no activity shall be deemed uncollectible and may be written off of the City's accounts receivable balances.

#### **Right of First Refusal**

As a condition of any lease, license or permit for the use of City property for a large gathering that may require emergency medical stand-by services, Auburn Fire Department shall have the right of first refusal to provide such services.

## **PROCEDURES**

### **EMS Billing & Collection**

A. Third party billing agencies must:

- 1) Have in place a compliance program conforming to standards set forth in the Office of Inspector General's Compliance Program Guidance for Third Party Medical Billing Companies, 63 Federal Register 70138, as amended.
- 2) Deposit funds payable to the City directly into a designated City account, through a lock box or similar arrangement.
- 3) Not be subject to exclusion from any state or federal health care program.
- 4) Be bonded and/or insured in amounts satisfactory to the City.

B. A detailed listing of patients who utilize EMS will be compiled by the Auburn Fire Department. This information will be transmitted to the agency responsible for billing in the form of a patient care report. The information will however be subject to the confidentiality requirements of applicable law. This information will include, at a minimum, the following:

- 1) Name, address, and telephone number of patient.
- 2) Name, address and claim number of insurance carrier, if applicable.
- 3) Date, time and EMS chart number.
- 4) Point of origin and destination.
- 5) A Center for Medicare & Medicaid Services approved method for mileage billing.
- 6) Reason for transport/ patient's complaint/ current condition.
- 7) Itemization and description of services provided and charges.
- 8) Signature of the patient (when possible) or authorized decision maker.
- 9) Name of receiving physician.
- 10) Names, titles, and signatures of ambulance personnel, when possible.

C. The fee schedule for EMS is established in Chapter 2 of the City's Code of Ordinances and may be amended from time to time.

D. The Auburn Fire Department may promulgate rules and regulations pursuant to and consistent with this Policy, state and federal law.

E. Payments on EMS invoices may be made by mail to the City's third party billing agency, or in person at Auburn City Hall located at 60 Court Street. Auburn, Maine.

### **Account Adjustments**

- A. All patients are to be billed for transport upon receipt of billing information from the fire department.
  - 1) Requests for Financial Assistance must be documented with a completed City of Auburn EMS Financial Assistance Request Form, along with any supporting documents.
  - 2) Financial Assistance will not be granted if complete and accurate information and supporting documentation is not provided. Any assistance granted will be rescinded if the information given on the application is inaccurate or untrue. The application and supporting documentation is to be retained by the billing vendor in the patients file for 3 years after eligibility determination.
  - 3) The billing agency shall provide a monthly report to the City of accounts adjusted under this policy.
- B. The City may, either directly or through any third party billing agency with which it has contracted for billing and/or collections for emergency medical services, make arrangements with patients and/or their financially responsible party for installment payments of bills so long as the City determines that:
  - 1) The financial condition of the patient requires such an arrangement; and
  - 2) The patient and/or financially responsible party has demonstrated a willingness to make good faith efforts towards payment of the bill.
- C. The City shall not Balance Bill when prohibited by law.
  - 1) Providers must accept the Medicare allowed charge as payment in full and may not bill or collect from the beneficiary any amount other than the unmet Part B deductible and Part B coinsurance amounts.
  - 2) For patients covered by Medicaid, the city will accept the payment from Medicaid as payment for services and will not pursue the patient for the remaining balance of the invoice.

### **Write Off of Uncollectible Accounts**

- A. The City may contract with a private – third party billing service for the purpose of providing medical billing services. From time to time, the contractor may need direction for writing off uncollected debt. This policy is intended to provide that direction.
- B. The City authorizes the billing contractor/agent to bulk write off amounts not contractually allowed by Medicare and Medicaid and provide reports to the City of such write offs.
- C. For all commercial insurance and private pay clients; all appropriate charges shall be applied uniformly without regard to ability to pay or probability of payment.

D. Any account that has aged more than 180 days without activity or payment history shall be referred to the City for review. The billing contractor/agent must include all account documentation that demonstrates timely and efficient billing practices. This should include but not be limited to:

- 1) Account notes
- 2) Proof of billing statements and date of mailing(s) or electronic contact
- 3) Summary of amount billed and any current amount received
- 4) Summary of outstanding balances
- 5) Evidence of payment plan if applicable

E. After 180 days without payment after the third collection attempt, the billing agency will transfer uncollected balances to a collection agency designated by the City for continued collection efforts.

DRAFT

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Ernestine Gilbert, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

**IN CITY COUNCIL**

**ORDER 47-07112016**

ORDERED, that the City Council hereby adopts the City of Auburn Policy on Emergency Medical Services.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

**Resolve:** 08-07182016

**Subject:** Income Utilization Plan for the Industrial Park

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**Information:**

The City has partnered with the Auburn Business Development Corporation (ABDC) since 2006 in the development of an industrial park off Kittyhawk Avenue and Lewiston Junction Road. This has included the issuance of bonds for infrastructure and the submission and award of a grant from the Economic Development Administration.

Per EDA rules, the income generated from the industrial park is restricted in its use. The City is accountable to this restriction as the lead applicant for EDA funds, as is ABDC as the co-applicant.

This resolve places approval of an income utilization plans at the City Council level, though staff would continue to lead negotiations on behalf of the City Council. It also confirms the City Council's preference that, as revenue is generated from the industrial park, deposits be made in a Special Revenue Account of the city to ensure full compliance with the federal rules for income use.

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**Advantages:** Provides for repayment of some expenditures made to date by the City using taxpayer funds as well as protection from added costs from the industrial park over time, including road maintenance costs and wetland mitigation site management.

**Disadvantages:**

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**City Budgetary Impacts:** This action, and a subsequent approval of an income utilization plan, will assist in the repayment of debt and avoid the need to use property taxes for added future expenses at the industrial park. Net impact to be determined by revenue generated through lots sales, timber harvests at industrial park, etc.

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**Staff Recommended Action:**

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**Previous Meetings and History:**

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**Attachments:**

- Joint Development Agreement
- MOU signed by Clint
- Email from EDA
- Resolve

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Ernestine Gilbert, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### RESOLVE 08-07182016

WHEREAS The City of Auburn has committed to paying \$4.1 million in bond proceeds toward the Auburn Enterprise Center (\$1.7 million paid thus far with \$2.4 million in future bond payments) since 2006; and

WHEREAS the Auburn Business Development Corporation (ABDC) has committed funds toward the purchase of the property and other costs associated with this project through loans obtained from the Lewiston Auburn Economic Growth Council and others; and

WHEREAS the City agreed to be a partner in permitting and the lead agency in the preparation, management and oversight of an Economic Development Administration (EDA) grant that contains strict language in deliverables; and

WHEREAS EDA staff have confirmed that an income utilization plan must be agreed to by both the City of Auburn and ABDC before any financial proceeds generated at the Auburn Enterprise Center can be expended; and

WHEREAS All expenditures within the Income Utilization Plan must be to the benefit of the Auburn Enterprise Center directly, including maintenance of roads and public infrastructure and retirement of debt obtained through private financial institutions such as the bond issuance by the City and not for general activities or general administration of the City or ABDC; and

NOW, THEREFORE, BE IT RESOLVED, that the execution of any Income Utilization Plan shall only be accomplished with authorization of the City Council through vote at a regularly scheduled meeting.

BE IT FURTHER RESOLVED, that the City Council expresses its preference, as Auburn is the applicant and administrator of the grant and accountable to restrictions from EDA, that all proceeds generated by the Auburn Enterprise Center be deposited into a Special Revenue Account of the City, as authorized here, until an Income Utilization Plan is adopted by both the City Council and the Board of ABDC.





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** July 18, 2016

**Order:** 51-07182016

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

**Subject:** Request by Dempsey Challenge team, "Team McKesson" to waive the Flea Market Fee

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**Information:** The Dempsey Challenge team, "Team McKesson" is holding a Flea Market sale on July 16, 2016 to raise money for the Dempsey Center and they have asked that the \$50 Flea Market fee be waived.

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**Advantages:** Will be donated to the Dempsey Center.

**Disadvantages:** Could potentially set a precedent for other groups to request a waiver of fees and it does take a significant amount of staff time to process the applications, get approvals, include in agenda packets to present to council.

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**City Budgetary Impacts:** \$50.00

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**Staff Recommended Action:** Consider waiving the fee.

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**Previous Meetings and History:** N/A

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**Attachments:**

- Letter from Co-Captain of Team McKesson
- Order 51-07182016

Sec. 14-31. - Fees; waiver.

The fees for business licenses shall be paid by the owner or his agent in accordance with the business fee schedule established by the city council. The city council is the only authority allowed to waive fees prescribed by ordinance. An application for waiver of any fees must be presented in writing to the city clerk to be brought to the city council at its next available meeting.

(Ord. No. 38-02072011-05, att. §§ 24-31, 2-7-2011)

July 12, 2016

Anthea Thorpe  
117 Moody Rd  
Lisbon, ME 04250

City Council  
City of Auburn  
60 Court St  
Auburn, ME 04210

Dear Council,

I am writing to request a "flea market" permit fee waiver. Our Dempsey Challenge team (Team McKesson) is holding a yard sale Sat., July 16<sup>th</sup> at Shaw's on Center St. in Auburn. All proceeds will be given to The Dempsey Center.

Although we are McKesson employees, this is an external fundraiser not financed or sponsored by the company. So, the reduction or dismissal of the required permit fee would allow us to make a more significant donation to such a great local resource for cancer patients and their family members. We greatly appreciate your consideration in this matter.

Sincerely,



Anthea Thorpe  
Co-Captain Team McKesson



**CITY OF AUBURN, MAINE  
Flea Market/Craft Fair/Swap Meet/Bazaars  
License Application  
One Day Event**

Application date 7-13-16 Date & Time of Event 7-16-16 9:00Am - 3:00pm

Event and/or Location Large Yard Sale @ Shaws on Center St. in Auburn

- \$50.00 Up to 25 tables  
 \$100.00 Over 25 tables

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

BUSINESS	APPLICANT
Business name <u>Team McKesson</u>	Full name <u>Anthea Thorpe</u>
Business address <u>19 Mollison way</u>	Maiden name A/K/A _____
City <u>Leviston</u> State <u>ME</u> Zip <u>04240</u>	Date of birth <u>7-27-72</u>
Mailing address <u>117 Moody Rd</u>	Home address <u>117 Moody Rd</u>
City <u>Lisbon</u> State <u>ME</u> Zip <u>04250</u>	City <u>Lisbon</u> State <u>ME</u> Zip <u>04250</u>
Business phone <u>207-712-7150</u>	Home phone <u>207-712-7150</u>
Cell phone <u>same</u>	Driver's Lic.# & State <u>2960263 ME</u>

Has applicant(s) ever been convicted of any violation of the law other than minor traffic violations, of any State of the United States, within the past 5 years? Yes  No  (If yes, complete the following)

Name \_\_\_\_\_ Date of conviction \_\_\_\_\_

Offense \_\_\_\_\_ Location \_\_\_\_\_

Disposition \_\_\_\_\_



Does applicant(s) own the premises? Yes  No  (If "No", give name and address of owner)

Name \_\_\_\_\_ Address \_\_\_\_\_

**THE OMISSION OF FACTS OR ANY MISPRESENTATION OF ANY OF THE INFORMATION ON THIS APPLICATION SHALL BE SUFFICIENT GROUNDS FOR THE REFUSAL OF SUCH LICENSE.**

*Chapter 14-Business Licenses & Permits-Article II Sec.14-34 Certification from City Officials Before a license is issued the City Clerk shall submit the application for certification to the Code Enforcement Officer, Fire Chief, Chief of Police and City Treasurer. Please allow at least 3 weeks for this process.*

**CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY**  
**\*\*\*READ CAREFULLY BEFORE SIGNING\*\*\***

I hereby authorize the release of any criminal history record information to the City Clerk's Office or Licensing Authority. I understand that this information shall become public record, and I hereby waive any rights of privacy with respect hereto.

Andrew L. Thorpe  
Signature of Applicant

7-13-16  
Date

**STAFF USE ONLY**  
**DO NOT COMPLETE BELOW THIS LINE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Susan Clements-Dallaire

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**From:** mgr0480 [mgr0480@shaws.com]  
**Sent:** Wednesday, July 13, 2016 2:21 PM  
**To:** Susan Clements-Dallaire  
**Cc:** mgr0480  
**Subject:** McKesson Yard Sale - Shaws Auburn

To whom it may concern,

McKesson has been approved for a Yard Sale at the Shaw's Supermarkets parking lot on Saturday, July 16th.

The yard sale will be located at second "Pole B", consisting of 16 parking spaces directly in front of Pole B and ending at the first cart corral.

Mike Aripez  
Store Director

**Shaw's Auburn, Maine**  
600 Center Street  
Store # 480(7550)

Store Director : Mike Aripez  
Evening Manager: Jennifer Hawley

"Your Favorite Local Supermarket"  
"Always Full, Fresh, Friendly and Clean"

207-784-6971/ Fax 207-514-2070  
#41480

*Information contained in this email, including attachments, is intended only for the recipient and may contain confidential information. If you received this email in error, please contact the sender, and delete the email from your system.*

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Ernestine Gilbert, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

**IN CITY COUNCIL**

**ORDER 51-07182016**

ORDERED, that the City Council hereby approves the request from Anthea Thorpe, co-captain of The Dempsey Challenge Team "Team McKesson" to waive the \$50 flea market fee for the fundraiser for the Dempsey Center held on July 16, 2016.





## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** July 18, 2016

**Subject:** Executive Session

**Information:** Discussion regarding labor negotiations, pursuant to 1 M.R.S.A. Section 405(6) (D).

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

A. Discussion 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:** July 18, 2016

**Subject:** Executive Session

**Information:** Discussion regarding a Personnel Matter, pursuant to 1 M.R.S.A. Section 405(6) (A).

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

A. Discussion 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, Maine

*"Maine's City of Opportunity"*

## Financial Services



**TO: Howard Kroll, City Manager**  
**FROM: Jill Eastman, Finance Director**  
**REF: June 2016 Financial Report (pre audit)**  
**DATE: July 12, 2016**

The following is a discussion regarding the significant variances found in the City's June 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 the final month of the current fiscal year. As a guideline for tracking purposes, revenues and expenditures should amount to approximately 100% of the annual budget. The attached reports are where we are right now. We are still processing invoices for FY 16 and there are some revenues that haven't been received that belong in FY 16. This report shows you where we are today. When the audit is complete, the auditors will give a formal presentation of the final year end picture.

### Revenues

Revenues collected through June 30th, including the school department were \$74,203,509, or 95.69%, of the budget. The municipal revenues including property taxes were \$53,899,492, or 98.12% of the budget which is more than the same period last year by 1.38%. The accounts listed below are noteworthy.

- A. Property Tax collections that are received for the first 60 days following fiscal year end are posted to the prior year. What this means is that any property taxes collected in July and August will be posted to FY 16. As of June 30<sup>th</sup> property tax collections were at 97.70% of the budget which is 0.29% lower than last year at this time.
- B. Excise tax for the month of June is at 114.75%. This is a \$220,624 increase from FY 15. Our excise revenues for FY15 are \$438,457 above projections as of June 30, 2015.
- C. State Revenue Sharing for the month of June is 105.33% or \$1,556,420.

- D. Business and Non-Business Licenses and Permits are at 100.73% of budget due to Commercial Licenses coming in higher than anticipated.

**Expenditures**

City expenditures through June 2016 were \$37,495,573 or 97.42%, of the budget. Noteworthy variances are:

- A. Legal Service is at 150.05%. This will be higher in the final report as we have not received a bill for May and June legal services from Brann and Isaacson.
- B. Health and Social services is under budget again this year. The major contributing factors are Salaries, the administrative assistant is now shared 2 days a week with the City Clerk's office and is paid out of that budget for those 2 days and the Assistance budget came in at 76% of the total budget.
- C. Public Services is under budget at this time by \$374,219, or 8.27%.

**Investments**

This section contains an investment schedule as of June 30th. Currently the City's funds are earning an average interest rate of .52%.

Respectfully submitted,



Jill M. Eastman  
Finance Director

**CITY OF AUBURN, MAINE**  
**BALANCE SHEET - CITY GENERAL FUND, WC AND UNEMPLOYMENT FUND**  
**AS of June 2016, May 2016, and June 2015 (pre audit)**

<b>ASSETS</b>	<b>UNAUDITED June 30 2016</b>	<b>UNAUDITED May 31 2016</b>	<b>Increase (Decrease)</b>	<b>AUDITED JUNE 30 2015</b>
CASH	\$ 17,100,219	\$ 17,177,809	\$ (77,590)	\$ 11,951,131
RECEIVABLES			-	
ACCOUNTS RECEIVABLES	2,064,887	2,179,186	(114,299)	2,429,419
TAXES RECEIVABLE-CURRENT	14,204	1,303,766	(1,289,562)	37,898
DELINQUENT TAXES	613,248	614,821	(1,573)	571,005
TAX LIENS	1,474,227	511,747	962,479	1,721,395
NET DUE TO/FROM OTHER FUNDS	529,406	602,357	(72,951)	266,370
<b>TOTAL ASSETS</b>	<b>\$ 21,796,190</b>	<b>\$ 22,389,686</b>	<b>\$ (593,496)</b>	<b>\$ 16,977,218</b>
 <b>LIABILITIES &amp; FUND BALANCES</b>				
ACCOUNTS PAYABLE	\$ (74,149)	\$ (18,610)	\$ (55,539)	\$ (1,935,471)
PAYROLL LIABILITIES	(475,400)	(213,163)	(262,237)	-
ACCRUED PAYROLL	36,805	36,805	-	(2,329,832)
STATE FEES PAYABLE	(57,826)	(55,566)	(2,261)	-
ESCROWED AMOUNTS	(12,979)	(16,940)	3,961	(6,039)
DEFERRED REVENUE	(2,199,420)	(2,407,772)	208,352	(1,860,686)
<b>TOTAL LIABILITIES</b>	<b>\$ (2,782,970)</b>	<b>\$ (2,675,246)</b>	<b>\$ (107,724)</b>	<b>\$ (6,132,028)</b>
FUND BALANCE - UNASSIGNED	\$ (17,922,267)	\$ (18,623,488)	\$ 701,221	\$ (8,018,394)
FUND BALANCE - RESTRICTED FOR WORKERS COMP & UNEMPLOYMENT	776,017	776,017	-	
FUND BALANCE - RESTRICTED	(1,866,970)	(1,866,970)	-	(2,826,796)
<b>TOTAL FUND BALANCE</b>	<b>\$ (19,013,220)</b>	<b>\$ (19,714,441)</b>	<b>\$ 701,221</b>	<b>\$ (10,845,190)</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>\$ (21,796,190)</b>	<b>\$ (22,389,687)</b>	<b>\$ 593,497</b>	<b>\$ (16,977,218)</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - GENERAL FUND COMPARATIVE**  
**THROUGH June 30, 2016 VS June 30, 2015 (pre audit)**

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU JUNE 2015	% OF BUDGET	VARIANCE
<b>TAXES</b>							
PROPERTY TAX REVENUE-	\$ 44,021,283	\$ 43,010,262	97.70%	\$ 43,055,996	\$ 42,191,415	97.99%	\$ 818,847
PRIOR YEAR TAX REVENUE	\$ -	\$ 1,016,485		\$ -	\$ 972,736		\$ 43,749
HOMESTEAD EXEMPTION REIMBURSEMENT	\$ 505,000	\$ 258,527	51.19%	\$ 495,000	\$ 383,752	77.53%	\$ (125,225)
ALLOWANCE FOR ABATEMENT	\$ -	\$ -		\$ -	\$ -		\$ -
ALLOWANCE FOR UNCOLLECTIBLE TAXES	\$ -	\$ -		\$ -	\$ -		\$ -
EXCISE	\$ 3,350,000	\$ 3,844,081	114.75%	\$ 3,185,000	\$ 3,623,457	113.77%	\$ 220,624
PENALTIES & INTEREST	\$ 150,000	\$ 134,712	89.81%	\$ 145,000	\$ 138,869	95.77%	\$ (4,157)
<b>TOTAL TAXES</b>	<b>\$ 48,026,283</b>	<b>\$ 48,264,067</b>	<b>100.50%</b>	<b>\$ 46,880,996</b>	<b>\$ 47,310,229</b>	<b>100.92%</b>	<b>\$ 953,838</b>
<b>LICENSES AND PERMITS</b>							
BUSINESS	\$ 48,300	\$ 74,661	154.58%	\$ 48,300	\$ 70,388	145.73%	\$ 4,273
NON-BUSINESS	\$ 356,800	\$ 333,401	93.44%	\$ 339,300	\$ 340,659	100.40%	\$ (7,258)
<b>TOTAL LICENSES</b>	<b>\$ 405,100</b>	<b>\$ 408,062</b>	<b>100.73%</b>	<b>\$ 387,600</b>	<b>\$ 411,047</b>	<b>106.05%</b>	<b>\$ (2,985)</b>
<b>INTERGOVERNMENTAL ASSISTANCE</b>							
STATE-LOCAL ROAD ASSISTANCE	\$ 440,000	\$ 401,596	91.27%	\$ 440,000	\$ 397,504	90.34%	\$ 4,092
STATE REVENUE SHARING	\$ 1,477,641	\$ 1,556,420	105.33%	\$ 1,649,470	\$ 1,507,858	91.41%	\$ 48,562
WELFARE REIMBURSEMENT	\$ 70,000	\$ 50,914	72.73%	\$ 70,000	\$ 45,514	65.02%	\$ 5,400
OTHER STATE AID	\$ 22,000	\$ 3,555	16.16%	\$ 22,000	\$ 3,356	15.25%	\$ 199
CITY OF LEWISTON	\$ 155,000	\$ 169,775	109.53%	\$ 155,000	\$ -	0.00%	\$ 169,775
<b>TOTAL INTERGOVERNMENTAL ASSISTANCE</b>	<b>\$ 2,164,641</b>	<b>\$ 2,182,260</b>	<b>100.81%</b>	<b>\$ 2,336,470</b>	<b>\$ 1,954,232</b>	<b>83.64%</b>	<b>\$ 228,028</b>
<b>CHARGE FOR SERVICES</b>							
GENERAL GOVERNMENT	\$ 133,040	\$ 129,170	97.09%	\$ 132,040	\$ 139,008	105.28%	\$ (9,838)
PUBLIC SAFETY	\$ 239,138	\$ 155,962	65.22%	\$ 485,703	\$ 451,138	92.88%	\$ (295,176)
EMS TRANSPORT	\$ 1,250,000	\$ 1,128,873	90.31%	\$ 987,551	\$ 607,421	61.51%	\$ 521,452
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 1,622,178</b>	<b>\$ 1,414,006</b>	<b>87.17%</b>	<b>\$ 1,605,294</b>	<b>\$ 1,197,567</b>	<b>74.60%</b>	<b>\$ 216,439</b>
<b>FINES</b>							
PARKING TICKETS & MISC FINES	\$ 60,000	\$ 67,502	112.50%	\$ 26,000	\$ 66,906	257.33%	\$ 596
<b>MISCELLANEOUS</b>							
INVESTMENT INCOME	\$ 5,000	\$ 50,660	1013.20%	\$ 10,000	\$ 4,181	41.81%	\$ 46,479
INTEREST-BOND PROCEEDS	\$ 2,000	\$ -	0.00%	\$ 2,000	\$ -	0.00%	\$ -
RENTS	\$ 18,000	\$ 162,615	903.42%	\$ 122,000	\$ 12,238	10.03%	\$ 150,377
UNCLASSIFIED	\$ 20,000	\$ 24,378	121.89%	\$ 20,000	\$ 58,337	291.69%	\$ (33,959)
SALE OF RECYCLABLES	\$ -	\$ -		\$ -	\$ -		\$ -
COMMERCIAL SOLID WASTE FEES	\$ -	\$ 25,228		\$ -	\$ 41,532		\$ (16,304)
SALE OF PROPERTY	\$ 20,000	\$ 503,063	2515.31%	\$ 20,000	\$ 2,333	11.67%	\$ 500,730
RECREATION PROGRAMS/ARENA	\$ -	\$ -		\$ -	\$ -		\$ -
MMWAC HOST FEES	\$ 210,000	\$ 210,655	100.31%	\$ 206,000	\$ 209,259	101.58%	\$ 1,396
9-1-1 DEBT SERVICE REIMBURSEMENT	\$ -	\$ -		\$ -	\$ -	0.00%	\$ -
TRANSFER IN: TIF	\$ 545,000	\$ 545,000	100.00%	\$ 500,000	\$ 500,000	100.00%	\$ 45,000
TRANSFER IN: POLICE	\$ 45,000	\$ -	0.00%	\$ 20,000	\$ -	0.00%	\$ -
TRANSFER IN: PARKING PROGRAM	\$ -	\$ -		\$ 55,000	\$ 55,000	100.00%	\$ (55,000)
TRANSFER IN: PD DRUG MONEY	\$ -	\$ -		\$ 45,000	\$ 45,000	100.00%	\$ (45,000)
TRANSFER IN: REC SPEC REVENUE	\$ 42,718	\$ -	0.00%	\$ 41,720	\$ 41,720	100.00%	\$ (41,720)
TRANSFER IN: SPECIAL REVENUE	\$ -	\$ -		\$ 290,000	\$ 304,999	105.17%	\$ (304,999)
ENERGY EFFICIENCY	\$ -	\$ 3,600		\$ -	\$ -		\$ 3,600
CDBG	\$ 58,000	\$ 18,524	31.94%	\$ 58,000	\$ 18,585	32.04%	\$ (61)
UTILITY REIMBURSEMENT	\$ 37,500	\$ 19,872	52.99%	\$ 37,500	\$ 20,367	54.31%	\$ (495)
CITY FUND BALANCE CONTRIBUTION	\$ 1,650,000	\$ -	0.00%	\$ 1,350,000	\$ -	0.00%	\$ -
<b>TOTAL MISCELLANEOUS</b>	<b>\$ 2,653,218</b>	<b>\$ 1,563,595</b>	<b>58.93%</b>	<b>\$ 2,777,220</b>	<b>\$ 1,313,551</b>	<b>47.30%</b>	<b>\$ 250,044</b>
<b>TOTAL GENERAL FUND REVENUES</b>	<b>\$ 54,931,420</b>	<b>\$ 53,899,492</b>	<b>98.12%</b>	<b>\$ 54,013,580</b>	<b>\$ 52,253,532</b>	<b>96.74%</b>	<b>\$ 1,645,960</b>
<b>SCHOOL REVENUES</b>							
EDUCATION SUBSIDY	\$ 20,854,672	\$ 19,591,258	93.94%	\$ 20,411,239	\$ 18,419,872	90.24%	\$ 1,171,386
EDUCATION	\$ 856,607	\$ 712,759	83.21%	\$ 774,572	\$ 578,579	74.70%	\$ 134,180
SCHOOL FUND BALANCE CONTRIBUTION	\$ 906,882	\$ -	0.00%	\$ 906,882	\$ -	0.00%	\$ -
<b>TOTAL SCHOOL</b>	<b>\$ 22,618,161</b>	<b>\$ 20,304,017</b>	<b>89.77%</b>	<b>\$ 22,092,693</b>	<b>\$ 18,998,451</b>	<b>85.99%</b>	<b>\$ 1,305,566</b>
<b>GRAND TOTAL REVENUES</b>	<b>\$ 77,549,581</b>	<b>\$ 74,203,509</b>	<b>95.69%</b>	<b>\$ 76,106,273</b>	<b>\$ 71,251,983</b>	<b>93.62%</b>	<b>\$ 2,951,526</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - GENERAL FUND COMPARATIVE**  
**THROUGH June 30, 2016 VS June 30, 2015 (pre audit)**

DEPARTMENT	FY 2016 BUDGET	Unaudited EXP THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	Unaudited EXP THRU JUNE 2015	% OF BUDGET	VARIANCE
<b>ADMINISTRATION</b>							
MAYOR AND COUNCIL	\$ 77,366	\$ 76,139	98.41%	\$ 78,532	\$ 75,891	96.64%	\$ 248
CITY MANAGER	\$ 269,340	\$ 289,238	107.39%	\$ 280,750	\$ 247,091	88.01%	\$ 42,147
ECONOMIC DEVELOPMENT	\$ 361,080	\$ 353,050	97.78%	\$ 359,500	\$ 338,297	94.10%	\$ 14,753
CITY CLERK	\$ 165,053	\$ 172,319	104.40%	\$ 164,593	\$ 166,112	100.92%	\$ 6,207
FINANCIAL SERVICES	\$ 619,855	\$ 629,732	101.59%	\$ 605,135	\$ 576,445	95.26%	\$ 53,287
HUMAN RESOURCES	\$ 143,526	\$ 143,526	100.00%	\$ 139,578	\$ 131,285	94.06%	\$ 12,241
INFORMATION TECHNOLOGY	\$ 390,190	\$ 386,059	98.94%	\$ 413,829	\$ 373,471	90.25%	\$ 12,588
LEGAL SERVICES	\$ 65,000	\$ 97,535	150.05%	\$ 65,000	\$ 66,209	101.86%	\$ 31,326
<b>TOTAL ADMINISTRATION</b>	<b>\$ 2,091,410</b>	<b>\$ 2,147,598</b>	<b>102.69%</b>	<b>\$ 2,106,917</b>	<b>\$ 1,974,801</b>	<b>93.73%</b>	<b>\$ 172,797</b>
<b>COMMUNITY SERVICES</b>							
PLANNING & PERMITTING	\$ 906,631	\$ 941,754	103.87%	\$ 902,494	\$ 858,346	95.11%	\$ 83,408
HEALTH & SOCIAL SERVICES	\$ 184,711	\$ 151,703	82.13%	\$ 192,954	\$ 170,782	88.51%	\$ (19,079)
RECREATION & SPECIAL EVENTS*	\$ 338,871	\$ 287,221	84.76%	\$ -	\$ -	-	\$ 287,221
PUBLIC LIBRARY	\$ 979,516	\$ 980,916	100.14%	\$ 960,692	\$ 960,692	100.00%	\$ 20,224
<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 2,409,729</b>	<b>\$ 2,361,594</b>	<b>98.00%</b>	<b>\$ 2,056,140</b>	<b>\$ 1,989,820</b>	<b>96.77%</b>	<b>\$ 371,774</b>
<b>FISCAL SERVICES</b>							
DEBT SERVICE	\$ 6,324,864	\$ 6,247,014	98.77%	\$ 6,263,936	\$ 6,274,784	100.17%	\$ (27,770)
FACILITIES	\$ 653,080	\$ 599,957	91.87%	\$ 698,335	\$ 581,454	83.26%	\$ 18,503
WORKERS COMPENSATION	\$ 496,536	\$ 496,536	100.00%	\$ 468,081	\$ 468,081	100.00%	\$ 28,455
WAGES & BENEFITS	\$ 5,171,309	\$ 4,964,674	96.00%	\$ 4,737,117	\$ 4,727,699	99.80%	\$ 236,975
EMERGENCY RESERVE (10108062-670000)	\$ 375,289	\$ -	0.00%	\$ 375,289	\$ -	0.00%	\$ -
<b>TOTAL FISCAL SERVICES</b>	<b>\$ 13,021,078</b>	<b>\$ 12,308,181</b>	<b>94.53%</b>	<b>\$ 12,542,758</b>	<b>\$ 12,052,018</b>	<b>96.09%</b>	<b>\$ 256,163</b>
<b>PUBLIC SAFETY</b>							
FIRE DEPARTMENT	\$ 4,099,634	\$ 4,399,287	107.31%	\$ 4,057,633	\$ 4,340,866	106.98%	\$ 58,421
FIRE EMS	\$ 549,801	\$ 359,002	65.30%	\$ 635,468	\$ 300,760	47.33%	\$ 58,242
POLICE DEPARTMENT	\$ 3,870,995	\$ 3,784,769	97.77%	\$ 3,738,108	\$ 3,722,141	99.57%	\$ 62,628
<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 8,520,430</b>	<b>\$ 8,543,058</b>	<b>100.27%</b>	<b>\$ 8,431,209</b>	<b>\$ 8,363,767</b>	<b>99.20%</b>	<b>\$ 179,291</b>
<b>PUBLIC WORKS</b>							
PUBLIC SERVICES DEPARTMENT	\$ 4,525,898	\$ 4,151,679	91.73%	\$ 5,806,379	\$ 5,702,798	98.22%	\$ (1,551,119)
SOLID WASTE DISPOSAL*	\$ 927,278	\$ 805,457	86.86%	\$ -	\$ -	-	\$ 805,457
WATER AND SEWER	\$ 599,013	\$ 599,013	100.00%	\$ 599,013	\$ 599,013	100.00%	\$ -
<b>TOTAL PUBLIC WORKS</b>	<b>\$ 6,052,189</b>	<b>\$ 5,556,149</b>	<b>91.80%</b>	<b>\$ 6,405,392</b>	<b>\$ 6,301,811</b>	<b>98.38%</b>	<b>\$ (745,662)</b>
<b>INTERGOVERNMENTAL PROGRAMS</b>							
AUBURN-LEWISTON AIRPORT	\$ 105,000	\$ 103,888	98.94%	\$ 105,000	\$ 105,000	100.00%	\$ (1,112)
E911 COMMUNICATION CENTER	\$ 1,069,122	\$ 1,069,806	100.06%	\$ 1,067,249	\$ 1,049,366	98.32%	\$ 20,440
LATC-PUBLIC TRANSIT	\$ 209,244	\$ 209,244	100.00%	\$ 235,373	\$ 211,378	89.81%	\$ (2,134)
LA ARTS	\$ -	\$ -	-	\$ 17,000	\$ 6,240	36.71%	\$ (6,240)
TAX SHARING	\$ 270,000	\$ 228,985	84.81%	\$ 270,000	\$ 239,133	88.57%	\$ (10,148)
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$ 1,653,366</b>	<b>\$ 1,611,923</b>	<b>97.49%</b>	<b>\$ 1,694,622</b>	<b>\$ 1,611,117</b>	<b>95.07%</b>	<b>\$ 806</b>
<b>COUNTY TAX</b>							
TIF (10108058-580000)	\$ 2,142,268	\$ 2,142,268	100.00%	\$ 2,046,880	\$ 2,046,879	100.00%	\$ 95,389
OVERLAY	\$ 2,599,914	\$ 2,824,802	108.65%	\$ 2,584,032	\$ 2,599,913	100.61%	\$ 224,889
	\$ -	\$ -	-	\$ -	\$ 159,684	0.00%	\$ (159,684)
<b>TOTAL CITY DEPARTMENTS</b>	<b>\$ 38,490,384</b>	<b>\$ 37,495,573</b>	<b>97.42%</b>	<b>\$ 37,867,950</b>	<b>\$ 37,099,810</b>	<b>97.97%</b>	<b>\$ 395,763</b>
<b>EDUCATION DEPARTMENT</b>							
	\$ 39,062,197	\$ 31,149,902	79.74%	\$ 38,241,323	\$ 31,369,501	82.03%	\$ (219,599)
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 77,552,581</b>	<b>\$ 68,645,475</b>	<b>88.51%</b>	<b>\$ 76,109,273</b>	<b>\$ 68,469,311</b>	<b>89.96%</b>	<b>\$ 176,164</b>

**CITY OF AUBURN, MAINE  
INVESTMENT SCHEDULE  
AS OF June 30, 2016**

<b>INVESTMENT</b>		<b>FUND</b>	<b>BALANCE June 30, 2016</b>	<b>BALANCE May 31, 2016</b>	<b>INTEREST RATE</b>
ANDROSCOGGIN BANK	449	CAPITAL PROJECTS	\$ 4,265,641.66	\$ 4,264,239.57	<b>0.40%</b>
ANDROSCOGGIN BANK	502	SR-TIF	\$ 1,003,659.58	\$ 1,003,329.73	<b>0.40%</b>
ANDROSCOGGIN BANK	836	GENERAL FUND	\$ 7,058,833.76	\$ 7,057,440.69	<b>0.40%</b>
ANDROSCOGGIN BANK	801	WORKERS COMP	\$ 50,139.54	\$ 50,123.06	<b>0.40%</b>
ANDROSCOGGIN BANK	748	UNEMPLOYMENT	\$ 50,139.54	\$ 50,123.07	<b>0.40%</b>
ANDROSCOGGIN BANK	684	EMS CAPITAL RESERVE	\$ 130,363.06	\$ 130,320.25	<b>0.40%</b>
NORTHERN CAPITAL	02155	CAPITAL PROJECTS	\$ 750,000.00	\$ 750,000.00	<b>0.70%</b>
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	<b>0.70%</b>
NORTHERN CAPITAL	02155	GENERAL FUND	\$ 500,000.00	\$ 500,000.00	<b>0.85%</b>
<b>GRAND TOTAL</b>			<b>\$ 14,308,777.14</b>	<b>\$ 14,305,576.37</b>	<b>0.52%</b>



**EMS BILLING**  
**BREAKDOWN -TOTAL CHARGES**  
**July 1, 2015 - June 30, 2016**  
**Report as of June 30, 2016**

	July 2015	August 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016	Adjustment	Totals	% of Total
No Insurance Information				\$ 9,878.80	\$ 9,378.20	\$ 7,920.00	\$ 15,706.00	\$ 10,867.40	\$ 16,949.20	\$ 4,292.20	\$ 11,804.00	\$ 5,741.80	\$(86,795.80)	\$ 5,741.80	0.26%
Bluecross	\$ 4,447.40	\$ 9,313.20	\$ 16,358.80	\$ 7,914.80	\$ 8,336.80	\$ 9,136.40	\$ 5,167.40	\$ 9,445.60	\$ 8,658.40	\$ 3,327.40	\$ 2,706.80	\$ 9,045.60	\$ 22,887.40	\$ 116,746.00	5.21%
Intercept	\$ 200.00	\$ 400.00	\$ 500.00	\$ 400.00	\$ 300.00	\$ 200.00	\$ 100.00	\$ 400.00	\$ 500.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 100.00	\$ 4,100.00	0.18%
Medicare	\$ 76,994.00	\$ 81,754.00	\$ 95,440.20	\$ 83,724.40	\$ 75,419.20	\$ 105,424.20	\$ 85,563.40	\$ 75,211.60	\$ 91,344.40	\$ 96,559.00	\$ 71,040.00	\$ 89,122.40	\$ 20,696.40	\$ 1,048,293.20	46.76%
Medicaid	\$ 32,852.00	\$ 29,305.00	\$ 39,741.60	\$ 26,231.20	\$ 23,081.80	\$ 27,212.00	\$ 26,440.00	\$ 33,075.20	\$ 22,219.60	\$ 26,973.60	\$ 23,590.80	\$ 26,480.80	\$ 22,425.00	\$ 359,628.60	16.04%
Other/Commercial Patient	\$ 36,705.40	\$ 31,800.40	\$ 41,227.00	\$ 33,338.80	\$ 25,727.60	\$ 24,983.40	\$ 33,851.80	\$ 32,748.60	\$ 49,548.80	\$ 42,544.20	\$ 47,937.00	\$ 57,917.60	\$ 83,601.00	\$ 541,931.60	24.17%
Worker's Comp	\$ 30,593.00	\$ 32,031.80	\$ 16,754.40	\$ 26,109.20	\$ 14,667.80	\$ 21,797.80	\$ 8,812.00	\$ 12,714.80	\$ 7,445.00	\$ 16,868.20	\$ 14,612.60	\$ 25,776.40	\$ (67,526.20)	\$ 160,656.80	7.17%
													\$ 4,612.20	\$ 4,612.20	0.21%
<b>TOTAL</b>	\$ 181,791.80	\$ 184,604.40	\$ 210,022.00	\$ 187,597.20	\$ 156,911.40	\$ 196,673.80	\$ 175,640.60	\$ 174,463.20	\$ 196,665.40	\$ 190,764.60	\$ 172,291.20	\$ 214,284.60	\$ -	\$ 2,241,710.20	100.00%

**EMS BILLING**  
**BREAKDOWN -TOTAL COUNT**  
**July 1, 2015 - June 30, 2016**  
**Report as of June 30, 2016**

	July 2015	August 2015	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	Apr 2016	May 2016	June 2016	Adjustment	Totals	% of Total
No Insurance Information				12	12	10	19	13	20	5	14	7		112	4.00%
Bluecross	5	11	20	9	10	11	6	11	10	4	3	11		111	3.96%
Intercept	2	4	5	4	3	2	1	4	5	2	6	2		40	1.43%
Medicare	91	98	122	109	96	131	108	91	109	117	82	106		1260	44.97%
Medicaid	40	35	52	34	29	37	33	43	27	35	29	33		427	15.24%
Other/Commercial Patient	44	39	55	42	31	33	40	45	61	54	58	68		570	20.34%
Worker's Comp	37	39	21	32	20	29	11	15	9	20	18	31		282	10.06%
														0	0.00%
<b>TOTAL</b>	219	226	275	242	201	253	218	222	241	237	210	258	0	2802	100.00%

**TOTAL REVENUE COLLECTED AS OF 6/30/16 \$1,128,873.47**  
**TOTAL EXPENDITURES AS OF 6/30/16 \$359,001.50**

**EMS BILLING  
AGING REPORT  
July 1, 2015 to June 30, 2016  
Report as of June 30, 2016**

	<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>	\$ 9,427.28	78%	\$ 956.14	8%	\$ -	0%	\$ -	0%	\$ 1,722.49	14%	\$ 12,105.91	1.78%
<b>Intercept</b>	\$ 200.00	100%	\$ -	0%	\$ -		\$ -		\$ -		\$ 200.00	0.03%
<b>Medicare</b>	\$ 75,577.40	96%	\$ 950.80	1%	\$ -	0%	\$ 1,516.90	2%	\$ 901.80	1%	\$ 78,946.90	11.61%
<b>Medicaid</b>	\$ 23,613.54	86%	\$ 1,239.29	5%	\$ 152.18	1%	\$ 885.00	3%	\$ 1,519.13	6%	\$ 27,409.14	4.03%
<b>Other/Commercial</b>	\$ 60,213.75	68%	\$ 7,991.64	9%	\$ 5,195.40	6%	\$ 2,385.20	3%	\$ 12,413.51	14%	\$ 88,199.50	12.97%
<b>Patient</b>	\$ 45,009.84	10%	\$ 29,070.80	6%	\$ 37,827.07	8%	\$ 17,220.44	4%	\$ 344,026.60	73%	\$ 473,154.75	69.58%
<b>Worker's Comp</b>	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	0.00%
<b>TOTAL</b>	\$ 214,041.81		\$ 40,208.67		\$ 43,174.65		\$ 22,007.54		\$ 360,583.53		\$ 680,016.20	
	31%		6%		6%		3%		53%		100%	100.00%

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services

To: Howard Kroll, City Manager  
From: Jill Eastman, Finance Director  
Re: Arena Financial Reports for June 30, 2016



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 June 30, 2016.

### **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, May 31, 2016.

#### **Current Assets:**

As of the end of June 2016 the total current assets of Norway Savings Bank Arena were (\$286,133). These consisted of cash and cash equivalents of \$91,241, accounts receivable of \$37,046, prepaid rent of \$42,207 and an interfund payable of \$456,627, which means that Norway owes the General Fund \$456,627 at the end of June.

#### **Noncurrent Assets:**

Norway's noncurrent assets are equipment that was purchased, less depreciation (depreciation is posted at year end and has not been posted for FY16). The total value of the noncurrent assets as of June 30, 2016 was \$215,947.

#### **Liabilities:**

Norway Arena had accounts payable of \$44,192 and prepaid revenue of \$10,640 as of June 30, 2016.

#### **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 June 2016 are \$953,413. 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 June 2016 were \$1,169,664. These expenses include personnel costs, supplies, utilities, repairs, rent, capital purchases and maintenance.

As of June 2016 Norway Arena has an operating loss of \$216,251 compared to the June 2015 operating loss of \$314,774 a decrease in the operating loss for the fiscal year of \$98,523.

As of June 30, 2016 Norway Arena has a decrease in net assets of \$216,251.

The budget to actual reports for revenue and expenditures, with comparison to the same period last year show that revenue for FY16 is \$60,267 more than in FY15 and expenditures in FY16 are \$6,230 less than last year in June.

**CITY OF AUBURN, MAINE**  
**Statement of Net Assets**  
**Norway Savings Bank Arena**  
**June 30, 2016**  
**Business-type Activities - Enterprise Fund**  
**(Pre Audit)**

	June 30, 2016	May 31, 2016	Increase/ (Decrease)
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents	\$ 91,241	\$ 91,245	\$ (4)
Interfund receivables/payables	(456,627)	(444,246)	(12,381)
Prepaid Rent	42,207		42,207
Accounts receivable	37,046	37,771	(725)
Total current assets	(286,133)	(315,230)	29,097
Noncurrent assets:			
Capital assets:			
Buildings	-	38,905	(38,905)
Equipment	321,718	285,813	35,905
Land improvements	-	-	-
Less accumulated depreciation	(108,771)	(108,771)	-
Total noncurrent assets	212,947	215,947	(3,000)
Total assets	(73,186)	(99,283)	26,097
<b>LIABILITIES</b>			
Accounts payable	\$ 44,192	\$ 998	\$ 43,194
Prepaid Revenue	\$ 10,640		10,640
Net Pension Liability	51,082		51,082
Total liabilities	105,914	998	104,916
<b>NET ASSETS</b>			
Invested in capital assets	\$ 212,947	\$ 215,947	\$ (3,000)
Unrestricted	\$ (392,047)	\$ (316,228)	\$ (75,819)
Total net assets	\$ (179,100)	\$ (100,281)	\$ (78,819)

**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**  
**6/30/2016 (pre audit)**

	<b>Norway Savings Arena</b>
Operating revenues:	
Charges for services	\$ 953,413
Operating expenses:	
Personnel	349,064
Supplies	32,645
Utilities	209,665
Repairs and maintenance	24,283
Rent	506,484
Depreciation	-
Capital expenses	1,600
Other expenses	45,923
<b>Total operating expenses</b>	<b>1,169,664</b>
<b>Operating gain (loss)</b>	<b>(216,251)</b>
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
<b>Total nonoperating expense</b>	<b>-</b>
Gain (Loss) before transfer	(216,251)
Transfers out	-
Change in net assets	(216,251)
Total net assets, July 1	37,151
<b>Total net assets, June 30, 2016</b>	<b>\$ (179,100)</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - NORWAY SAVINGS BANK ARENA**  
Through June 30, 2016 compared to June 30, 2015 (pre audit)

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	ACTUAL REVENUES THRU JUNE 2015	% OF BUDGET	VARIANCE
<b>CHARGE FOR SERVICES</b>							
Concissions	\$ 30,000	\$ 11,213	37.38%	\$ 30,000	\$ 9,343	31.14%	\$ 1,870
Sign Advertisements	\$ 230,000	\$ 172,953	75.20%	\$ 233,225	\$ 195,583	83.86%	\$ (22,630)
Pro Shop	\$ 8,500	\$ 6,931	81.54%	\$ 8,500	\$ 7,504	88.28%	\$ (573)
Programs	\$ 280,000	\$ 302,442	108.02%	\$ 172,450	\$ 246,019	142.66%	\$ 56,423
Rental Income	\$ 398,500	\$ 421,363	105.74%	\$ 753,260	\$ 388,011	51.51%	\$ 33,352
Tournaments	\$ 50,000	\$ 38,511	77.02%	\$ 24,500	\$ 46,686	190.56%	\$ (8,175)
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 997,000</b>	<b>\$ 953,413</b>	<b>95.63%</b>	<b>\$ 1,221,935</b>	<b>\$ 893,146</b>	<b>73.09%</b>	<b>\$ 60,267</b>
<b>INTEREST ON INVESTMENTS</b>	<b>\$ -</b>			<b>\$ -</b>			
<b>GRAND TOTAL REVENUES</b>	<b>\$ 997,000</b>	<b>\$ 953,413</b>	<b>95.63%</b>	<b>\$ 1,221,935</b>	<b>\$ 893,146</b>	<b>73.09%</b>	<b>\$ 60,267</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - NORWAY SAVINGS BANK ARENA**  
Through June 30, 2016 compared to June 30, 2015 (pre audit)

DESCRIPTION	ACTUAL			ACTUAL			VARIANCE
	FY 2016 BUDGET	EXPENDITURES THRU JUNE 2016	% OF BUDGET	FY 2015 BUDGET	EXPENDITURES THRU JUNE 2015	% OF BUDGET	
Salaries & Benefits	\$ 311,000	\$ 349,064	112.24%	\$ 318,446	\$ 304,350	95.57%	\$ 44,714
Purchased Services	\$ 96,150	\$ 70,041	72.85%	\$ 67,800	\$ 103,408	152.52%	\$ (33,367)
Supplies	\$ 17,500	\$ 32,810	187.49%	\$ 9,000	\$ 48,526	539.18%	\$ (15,716)
Utilities	\$ 200,200	\$ 209,665	104.73%	\$ 204,846	\$ 207,928	101.50%	\$ 1,737
Capital Outlay	\$ 57,000	\$ 1,600	2.81%	\$ 80,000	\$ 5,198	6.50%	\$ (3,598)
Rent	\$ 507,000	\$ 506,484	99.90%	\$ 528,408	\$ 506,484	95.85%	\$ -
	<b>\$ 1,188,850</b>	<b>\$ 1,169,664</b>	<b>98.39%</b>	<b>\$ 1,208,500</b>	<b>\$ 1,175,894</b>	<b>97.30%</b>	<b>\$ (6,230)</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 1,188,850</b>	<b>\$ 1,169,664</b>	<b>98.39%</b>	<b>\$ 1,208,500</b>	<b>\$ 1,175,894</b>	<b>97.30%</b>	<b>\$ (6,230)</b>

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services

To: Howard Kroll, City Manager  
From: Jill Eastman, Finance Director  
Re: Financial Reports for June, 2016



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 June 30, 2016. Ingersoll opened in October 2015. After 8 months of operation Ingersoll is operating in the black as you will see from the attached report and narrative below.

### **INGERSOLL TURF FACILITY**

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

The Statement of Net Assets lists current assets, noncurrent assets, liabilities and net assets as of June 30, 2016.

#### **Current Assets:**

As of the end of June 2016 the total current assets of Ingersoll Turf Facility were \$2,233. These consisted of an interfund receivable of \$1,233 and accounts receivable of \$1,000, which means that the General Fund owes Ingersoll \$1,233 at the end of June.

#### **Noncurrent Assets:**

Ingersoll'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 June 30, 2016 was \$224,260.

#### **Liabilities:**

Ingersoll had no accounts payable as of June 30, 2016.

#### **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 June 2016 are \$150,523. This revenue comes from the sponsorships, programs, rental income and batting cages.

The operating expenses for Ingersoll Turf Facility through June 2016 were \$79,407. These expenses include personnel costs, supplies, utilities, repairs, capital purchases and maintenance.

As of June 2016 Ingersoll has an operating gain of \$71,116.

As of June 30, 2016 Ingersoll has an increase in net assets of \$71,116.

The budget to actual reports for revenue and expenditures, show that the revenue for FY16 , after 8 months is 70.03% of the budget and expenditures are at 44.45% of budget.



**Statement of Net Assets**  
**Ingersoll Turf Facility**  
**June 30, 2016**  
**Business-type Activities - Enterprise Fund**  
**(Pre Audit)**

	June 30 2016	May 31 2016	Increase/ (Decrease)
<b>ASSETS</b>			
Current assets:			
Cash and cash equivalents		\$ -	\$ -
Interfund receivables/payables	\$ 1,233	49,005	(47,772)
Accounts receivable	1,000	-	1,000
	<b>Total current assets</b>	<b>49,005</b>	<b>(46,772)</b>
Noncurrent assets:			
Capital assets:			
Buildings	672,279	-	672,279
Equipment	86,625	20,915	65,710
Land improvements	18,584	-	18,584
Less accumulated depreciation	(553,228)	-	(553,228)
	<b>Total noncurrent assets</b>	<b>20,915</b>	<b>203,345</b>
	<b>Total assets</b>	<b>69,920</b>	<b>156,573</b>
<b>LIABILITIES</b>			
Accounts payable	\$ -	\$ -	\$ -
Total liabilities	-	-	-
<b>NET ASSETS</b>			
Invested in capital assets	\$ 224,260	\$ 20,915	\$ 203,345
Unrestricted	\$ 2,233	\$ 49,005	\$ (46,772)
	<b>Total net assets</b>	<b>\$ 69,920</b>	<b>\$ 156,573</b>

**CITY OF AUBURN, MAINE**  
**Statement of Revenues, Expenses and Changes in Net Assets**  
**Ingersoll Turf Facility**  
**Business-type Activities - Enterprise Funds**  
**Statement of Activities**  
**June 30, 2016 (Pre Audit)**

	<b>Ingersoll Turf Facility</b>
Operating revenues:	
Charges for services	\$ 150,523
Operating expenses:	
Personnel	53,286
Supplies	2,059
Utilities	14,550
Repairs and maintenance	-
Rent	-
Depreciation	-
Capital expenses	-
Other expenses	9,512
<b>Total operating expenses</b>	<b>79,407</b>
<b>Operating gain (loss)</b>	<b>71,116</b>
Nonoperating revenue (expense):	
Interest income	-
Interest expense (debt service)	-
<b>Total nonoperating expense</b>	<b>-</b>
Gain (Loss) before transfer	71,116
Transfers out	-
Change in net assets	71,116
Total net assets, July 1	155,377
<b>Total net assets, May 31, 2016</b>	<b>\$ 226,493</b>

**CITY OF AUBURN, MAINE**  
**REVENUES - INGERSOLL TURF FACILITY**  
**Through June 30, 2016 ( Pre Audit)**

REVENUE SOURCE	FY 2016 BUDGET	ACTUAL REVENUES THRU JUNE 2016	% OF BUDGET
<b>CHARGE FOR SERVICES</b>			
Sponsorship	\$ 15,000	\$ 8,135	54.23%
Batting Cages	\$ -	\$ 9,745	
Programs	\$ 8,640	\$ 48,216	558.06%
Rental Income	\$ 191,300	\$ 84,427	44.13%
<b>TOTAL CHARGE FOR SERVICES</b>	<b>\$ 214,940</b>	<b>\$ 150,523</b>	<b>70.03%</b>
<b>INTEREST ON INVESTMENTS</b>			
	\$ -		
<b>GRAND TOTAL REVENUES</b>	<b>\$ 214,940</b>	<b>\$ 150,523</b>	<b>70.03%</b>

**CITY OF AUBURN, MAINE**  
**EXPENDITURES - INGERSOLL TURF FACILITY**  
**Through June 30, 2016 (Pre Audit)**

DESCRIPTION	FY 2016 BUDGET	ACTUAL EXPENDITURES THRU JUNE 2016	% OF BUDGET
Salaries & Benefits	\$ 102,719	\$ 53,286	51.88%
Purchased Services	\$ 20,250	\$ 3,370	16.64%
Programs	\$ -	\$ 6,142	
Supplies	\$ 6,750	\$ 2,059	30.50%
Utilities	\$ 44,320	\$ 14,550	32.83%
Insurance Premiums	\$ 4,600	\$ -	0.00%
Capital Outlay	\$ -	\$ -	
	<b>\$ 178,639</b>	<b>\$ 79,407</b>	<b>44.45%</b>
<b>GRAND TOTAL EXPENDITURES</b>	<b>\$ 178,639</b>	<b>\$ 79,407</b>	<b>44.45%</b>