



City Council Workshop & Meeting
Agenda
May 19, 2025
Auburn Hall, Council Chambers

5:30 PM Workshop

- Proposed Ordinance Amendment: Vacant Properties
- Lake Auburn Watershed Subsurface Wastewater Disposal System Inspection Program Update

7:00 PM Meeting

Pledge of Allegiance & Roll Call - *Roll call votes will begin with Councilor Whiting*

- I. **Consent Items** – *All items with an asterisk (*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Passage of items on the Consent Agenda requires majority vote.*
- 1. ORDER 46-05192025*** – Appointing Belinda Gerry to the Age Friendly Community Committee, for a term that expires June 1, 2028.
 - 2. ORDER 47-05192025*** – Appointing Leroy Walker to the Age Friendly Community Committee, for a term that expires June 1, 2028.
 - 3. ORDER 48-05192025*** – Appointing Jan Biron to the Age Friendly Community Committee, for a term that expires June 1, 2028.

Minutes – May 5, 2025 Regular Council Meeting

Communications, Presentations and Recognitions

- Communication: School Budget Validation Referendum Election – Absentee Ballots now available; all wards voting at Auburn Hall on June 10, 2025 – Polls open from 7:00am until 8:00pm
- Maine Arbor Week 2025 Proclamation
- National Public Works Week Proclamation & notice of APW's Open House on May 31

Open Session – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

Unfinished Business

- 1) **RESOLVE 01-05052025** – Adopting the Appropriations Resolve (Municipal Budget) for Fiscal Year 2026. *Second reading. ROLL CALL VOTE. Passage requires majority vote.*
- 2) **ORDER 40-05052025** – Authorizing the City’s general obligation bonds in the amount of \$11,762,700 to finance the City’s FY26 Capital Improvement Program. *Second reading/public hearing. ROLL CALL VOTE. Passage requires an affirmative vote of 5 Councilors at the second reading.*

New Business

- 1) **ORDER 49-05192025** - Credit Enhancement Agreement 63 Academy Street (Charles Jordan House). *Public hearing. Passage requires majority vote.*
- 2) **ORDER 50-05192025** - Omnibus TIF #33 KLEW Airplane Hangars. *Public hearing. Passage requires majority vote.*
- 3) **ORDER 51-05192025** – Initiating referral to the Planning Board of proposed amendment of Chapter 60, “Zoning”, regarding General Business and Multifamily Suburban District Density Requirements. *Passage requires majority vote.*
- 4) **ORDER 52-05192025** – Adopting by-laws creating the Auburn Community Development Corporation (CDC). *Passage requires majority vote.*

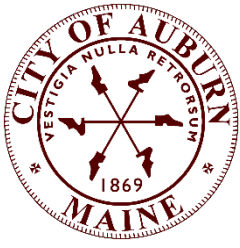
VII. Reports

- a. **Mayor’s Report**
- b. **City Councilors’ Reports**
- c. **Student Representative Report**
- d. **City Manager Report**

VIII. **Open Session** - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

IX. Executive Session

X. Adjournment



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: May 19, 2025

Author: Kris Beaudoin, Code Compliance Officer Lead

Subject: Draft Vacant Buildings Ordinance

Background: The City Council and staff have discussed the need to promote responsible management of vacant buildings to provide a safe neighborhood for residents, safeguard property values, expedite building repairs, and to provide for prompt contact with owners or managers by police, fire, and code when issues or emergencies develop. The draft ordinance is intended to give staff a new tool to achieve those goals.

Information: Other communities in Maine and around the country use a similar ordinance to address the problems created by vacant buildings. This ordinance is modeled after some existing ordinances and tailored to meet Auburn specific needs.

City Budgetary Impacts: Staff Time.

Staff Recommended Action: Discuss and provide feedback for future action.

Previous Meetings and History: Budget discussions over the past few months.

City Manager Comments:

Signature:



Attachments: Draft Vacant Buildings Ordinance

ARTICLE V

Vacant and Abandoned Buildings

Sec. 12-275 Purpose.

This article is intended to prevent or mitigate dangers to health, safety, and welfare, to promote responsible management, provide a safe neighborhood for residents, safeguard property values, expedite building repairs, and provide for prompt contact with owners or managers by police, fire, and code when issues or emergencies develop.

Sec. 12-276 Definitions.

For the purpose of interpreting this article, the following terms, phrases, words and their derivations shall have the following meanings:

ABANDONED BUILDING

- (A) Any building or structure that is vacant and is under a current notice of default; under a current notice of trustee's sale; pending a Tax Assessor's lien sale; any property that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; and any property transferred under a deed in lieu of foreclosure/sale.
- (B) Any building that meets one or more of the conditions cited in MRS Title 14 § 6326, Subsection 2, Paragraphs A through I, for establishing abandonment by statute:
 - (1) Doors and windows on the mortgaged premises are continuously boarded up, broken or left unlocked.
 - (2) Furnishings and personal property are absent from the mortgaged premises.
 - (3) The mortgaged premises are deteriorating so as to constitute a threat to public health or safety.
 - (4) A mortgagee has changed the locks on the mortgaged premises and neither the mortgagor nor anyone on the mortgagor's behalf has requested entrance to or taken other steps to gain entrance to the mortgaged premises.
 - (5) Reports of trespassers, vandalism or other illegal acts being committed on the mortgaged premises have been made to local law enforcement authorities.
 - (6) A code enforcement officer or other public official has made a determination or finding that the mortgaged premises are abandoned or unfit for occupancy.
 - (7) The mortgagor is deceased and there is no evidence that an heir or personal representative has taken possession of the mortgaged premises.

EMERGENCY ACTION PLAN – A plan developed for a specific property or properties that represent a hazard to the community in the opinion of the Auburn Fire and/or Police Chief, that is used to prepare first responders for potential emergencies at the property.

PROPERTY DEFECTS - A condition that, in the judgment of the municipality, contributes to blight as a result of the continued lack of care, maintenance or security of a property pursuant to MRS Title 30 § 3106-B

RESPONSIBLE PARTY - Any person, agent, holder of an unrecorded contract for deed, a mortgagee or vendee in possession, a mortgagor or vendor in possession, assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the freehold of the premises or lessor state therein, or other legal entity having a legal or equitable interest in a vacant building, including but not limited to the beneficiary of a trust, and the holder of a life estate.

VACANT BUILDING - A residential or commercial building which is lacking habitual presence of natural persons who have a legal right to be on the premises, or at which substantially all lawful business operations or residential occupancy has ceased with the exception of secure accessory buildings not intended for human occupancy.

VACANT BUILDING, HIGH IMPACT - A residential or commercial building which is lacking habitual presence of natural persons who have a legal right to be on the premises, or at which substantially all lawful business operations or residential occupancy has ceased with the exception of secure accessory buildings not intended for human occupancy that exceed 50,000 square feet of floor area and represent a high hazard to surrounding property or public safety and require a specific Emergency Action Plan in the opinion of the Auburn Fire and/or Police Chief.

Sec. 12-277 Applicability.

- (A) The provisions of this article apply to ~~any~~ vacant building or abandoned property located within the City.
- (B) This article does not apply to primary residences of any member of the armed forces on active duty, lawful seasonal residences or facilities being occupied periodically during the year.

Sec. 12-278 Registration Required.

- (A) The Responsible Party of a vacant building must obtain a vacant building registration permit for the period during which it is vacant. Any person carrying on without a vacant building registration permit shall be deemed in violation of these provisions

- (B) When an abandoned building becomes vacant, the owner of the building must apply for and obtain a vacant building registration permit and pay the fee within ~~90~~ 60 days of the building becoming vacant.
- (C) Standard vacant building registration permit.
 - (1) The Code Compliance Officer shall issue a standard vacant building registration permit upon being satisfied that the building has been inspected and is in compliance with the vacant building standards set forth in this chapter and is adequately protected from intrusion by trespassers and from deterioration by the weather.
 - (2) A standard vacant building registration permit is valid for ~~twelve~~ six months from the date of approval.
 - (3) A vacant building registration permit is nontransferable upon the sale or transfer of a vacant building unless notification of the transfer has been made ten days prior to the sale or transfer, and registration data has been provided to the Code Office by the new owner or responsible party.
- (D) After the vacant building registration permit is issued, the Code Office shall add the property to a registry maintained by the City of Auburn and made available for public inspection. This registration data shall include, but not be limited to, the name, address, phone number and e-mail address of the owner or its agent, and contact information of the designated responsible party.
- (E) The vacant building registration permit must be affixed to the vacant building in a location visible to first responders and other emergency personnel
- (F) Upon the expiration of a vacant building registration permit, if the building or structure is still vacant, the owner or responsible party must arrange for an inspection of the building and premises with the Code Office, and renew the permit within ten days of expiration. All permit renewals shall be subject to all conditions and obligations imposed by this chapter and any previous permits unless expressly exempted therefrom

Sec. 12-279 Application for vacant building registration permit.

- (A) A permit application shall be made to the Code Office on a form furnished by the City of Auburn Code Office for such purpose, and shall include the following information:
 - (1) Name, business or residence address, cell phone and primary telephone numbers, e-mail address of the owner or owners of the building.
 - (2) Name, business or residence address, cell phone and primary telephone numbers, e-mail address of the individual designated by the owner or owners of the building as the authorized agent for receiving notices of code violations and

- for receiving process in any court proceeding or administrative enforcement proceeding in connection with the enforcement of this article or code regarding the vacant building.
- (3) The name of any bank/lender/lien holder with an interest in the property and its contact information, including the mailing address of the bank/lender/lien holder.
 - (4) The street address of the building, and parcel identification number for the property on which the building sits.
- (B) The application shall include a "statement of intent." The statement of intent shall include information as to the expected period of vacancy (including the date of vacancy), the plan for regular maintenance during the vacancy to comply with the life safety code requirements and a plan and timeline for the lawful occupancy, rehabilitation, or removal or demolition of the structure.
- (C) The applicant shall provide an written statement providing permission for police, fire and code, the authority to access and inspect the vacant building and the premises upon which it stands without prior notification or a warrant being required under the circumstances a code official or other emergency personnel has reason to believe that an emergency or imminent danger exists tending to create an immediate danger to the health, welfare, or safety of the general public.
- (D) The application shall include a list of persons authorized to be present in the building, along with a statement that any persons not listed shall be considered trespassers. The owner shall update the authorized person list as needed.
- (1) If any contact information required in the application changes or becomes out-of-date, the owner must notify the Code Enforcement Office of the changes in writing within ten days of such change. Failure to notify the Code Enforcement Office of changes is a violation of this article.

Sec 12-279 Fees. (The fee structure below will be moved to Appendix A and a reference to Appendix A will be included in its place)

- (A) A fee of \$400 for commercial buildings, abandoned buildings, buildings with three or more units, and buildings under the control of banks or other financial institutions up to 50,000 square feet in floor area. A fee of \$400 plus \$200 per 10,000 square feet of floor area in excess of the initial 50,000 square feet of floor area shall apply to any High Hazard Vacant Building as defined in this ordinance.
- (B) A fee of \$100 for individually owned one and two-family dwellings not under the control of a bank or other financial institution.
- (C) No permit shall be issued prior to payment of the permit or renewal fee. If an owner has undertaken the demolition permitting process, no fee will be required.

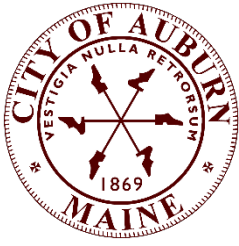
- (D) A registration fee escalates at a rate of two (2) times the prior permit fee for each subsequent permit while the building continues as vacant regardless of the party responsible.

Sec 12-280 Vacant building inspection.

- (A) At the time of application, the owner or responsible party of a vacant building shall arrange for an inspection of the property with the Code Office. The purpose of the inspection is to determine and ensure compliance with the applicable building, fire prevention, and life safety codes and ordinance requirements.
- (B) After a vacant building has been inspected and if determined not to meet one or more local or state life safety codes, the Code Compliance Officer shall issue an order for any work needed to:
- (1) Adequately protect the building and property from intrusion by trespassers and from deterioration by weather, by bringing it into compliance with all existing local and state life safety codes; and by ensuring that allowing the building to remain will not be detrimental to the public health, safety and welfare, will not unreasonably interfere with the reasonable and lawful use and enjoyment of other premises within the neighborhood, and will not pose an extraordinary hazard to police officers or firefighters entering the premises in times of emergency.
- (C) When issuing orders under Subsection B(1), the Code Compliance Officer shall specify the time for completion of the work. The order will act as an interim vacant building registration permit, the duration of which will be for the time set forth in the order. No interim registration permit may be effective for a period of more than 90 days.
- (D) All work done pursuant to this chapter must be done in compliance with the applicable building, fire prevention, and life safety codes, and within ordinance requirements.

Sec 12-281 Violations and penalties

- (A) Any person or entity who is found to be in violation of any provision or requirement of this article shall be subject to a civil penalty, including the City's attorney's fees and other remedies as set forth in MRS Title 30-A § 4452. Each violation of a separate provision or requirement, and each day of violation, shall constitute a separate offense.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: May 19, 2025

Author: David Hediger, Director of Planning

Subject: Lake Auburn Watershed Subsurface Wastewater Disposal System Inspection Program Update

Information: Effective July 15, 2024, the City of Auburn adopted a subsurface wastewater ordinance requiring regular inspections of septic systems. This initiative aims to protect public health, maintain water quality, and prevent costly system failures within the Lake Auburn Watershed.

The City is required to send two notices to property owners prior to each inspection deadline—12 months and 6 months in advance. Inspection requirements include:

- Septic systems must be inspected at least once every 5 years or when a property is sold.
- The latest HHE-240 forms (initial and follow-up) must be used and submitted to the local plumbing inspector.

The inspection program follows a five-year cycle, with designated areas inspected annually. As part of Year 1, 57 property owners (out of 615 parcels in the watershed) were notified on April 17, 2024, with inspections due July 1, 2026.

The City and the Lake Auburn Watershed Protection Commission (LAWPC) have updated their websites with guidance and resources. LAWPC is offering up to \$400 in financial assistance through reimbursement for eligible inspections. This reimbursement covers standard inspection tasks (e.g., tank, lines, leach field); preparation or repair costs are not eligible.

To qualify for reimbursement, property owners must submit:

- Proof of a completed inspection report to the City,
- An itemized receipt for the inspection, and
- Inspector qualifications (if the inspector is not on the pre-approved list).

Each property is eligible for only one reimbursement per system during the five-year program cycle.

LAWPC is holding a Public Information Session on the Septic Inspection Program Monday, June 9 at 5:15pm at Auburn Public Library geared towards Year 1 properties.

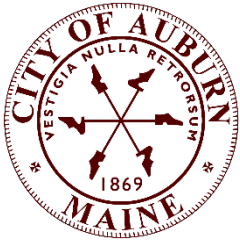
Another requirement of the ordinance is a limit of three new dwelling units per calendar year in the portion of the Lake Auburn Watershed Overlay District where new dwelling units are permitted (i.e., outside the Agricultural District).

The annual report must include:

- The number of new dwelling units constructed in the past year,
- The cumulative number constructed since July 1, 2024, and
- The effect of such development on Lake Auburn's water quality.

Since July 1, 2024, there has been one home permitted in the watershed.

City and LAWPC staff have begun receiving inquiries from property owners. As this is a new ordinance, we anticipate that both staff and the public will be learning together during this first round of implementation. Reminder notices will be sent out in the fall to those property owners who have not yet responded. Mailings for Year 2 inspections will be sent spring 2026.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025

**ORDER 46-05192025 through ORDER
48-05192025**

Author: Emily F. Carrington, City Clerk

Subject: Recommendations from the Appointment Committee

Information: On May 14, 2025, the Appointment Committee met to consider three applications received for four seats on the Age Friendly Community Committee for term expirations ending June 1, 2025.

City Budgetary Impacts: N/A

Staff Recommended Action: N/A

Previous Meetings and History: N/A

City Manager Comments: *Philip Crowell Jr.*

Attachments: N/A

Appointment Committee
May 14, 2025 | 4:00 PM
Auburn Hall, Conference Room 204

Present: Councilor Whiting, Councilor Gerry, Councilor Platz, City Clerk Emily Carrington

1. Call to Order & Select Chair
2. Approval of Minutes from April made by unanimous consent.

Councilor Platz elected Chair by unanimous consent, 3-0.

3. Open Session
None.

Councilor Platz moved to enter executive session at 4:05PM pursuant to Title 1 Sec. 405 (6)(A) to discuss applications. Seconded by Councilor Whiting. Motion passed 3-0.

Came out of Executive Session at 4:06PM.

3. Consideration of applications (deadline 5/5):

- Board of Assessment Review (Alternate Member seats) – no applications received
- Zoning Board of Appeals – no applications received
- Age Friendly Community Committee (terms ending 6/1/25) – 3 applications received from incumbents – Belinda Gerry, Leroy Walker, and Jan Biron

Councilor Gerry recused herself from voting on her own nomination. Motion to nominate Belinda Gerry to the Age Friendly Community Committee by Councilor Platz, seconded by Councilor Whiting. Motion passed 2-0-1 (Gerry recused)

Motion to nominate Leroy Walker to the Age Friendly Community Committee by Councilor Platz, seconded by Councilor Gerry. Motion passed 3-0.

Motion to nominate Jan Biron to the Age Friendly Community Committee by Councilor Platz, seconded by Councilor Gerry. Motion passed 3-0.

4. Next meeting – TBD; vacancies for Auburn Sewerage District (1), Age Friendly Community Committee (1), and vacancies for Zoning Board of Appeals and Board of Assessment Review; will post for applications and plan to meet in mid-June.

5. Adjourn; motion to adjourn at 4:08pm by unanimous consent.

Respectfully submitted,

Emily Carrington, City Clerk



ORDER 46-05192025

City Council Order

IN CITY COUNCIL

ORDERED, that Belinda Gerry be and hereby is appointed to the Age Friendly Community Committee for a term that expires 6/1/2028.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 47-05192025

City Council Order

IN CITY COUNCIL

ORDERED, that Leroy Walker be and hereby is appointed to the Age Friendly Community Committee for a term that expires 6/1/2028.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



ORDER 48-05192025

City Council Order

IN CITY COUNCIL

ORDERED, that Jan Biron be and hereby is appointed to the Age Friendly Community Committee for a term that expires 6/1/2028.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager

IN COUNCIL WORKSHOP & MEETING MAY 5, 2025 VOL 38 PAGE 21

Mayor Harmon called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Student Representative Mubarik Abdulahi was absent.

I. Consent Items

II. Minutes – April 22, 2025 Regular Council Meeting

Motion to accept the minutes made by Councilor Walker, seconded by Councilor Platz.

Motion passed 6-0-1 (Weisner abstained due to absence at the last meeting).

III. Communications, Presentations and Recognitions

- Volunteer of the Season – Recreation Department; Mayor Harmon presented the award to Jeff Smith, recognized as the Winter 2024 Volunteer of the Season.
- Comprehensive Plan Update presented by Chair John Cleveland and Planning Director, David Hediger.
- Communication: Tax/Clerk Office closed for business on May 9 for training

IV. Open Session

Misty Edgecomb, resident – held comments for relevant agenda item

Johanna Mitchell, Lake St – spoke on police response incident at 133 Lake St

V. Unfinished Business

VI. New Business

1) RESOLVE 01-05052025 – Adopting the Appropriations Resolve (Municipal Budget) for Fiscal Year 2026. First reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.

Motion for passage by Councilor Platz, seconded by Councilor Cowan.

Mayor Harmon opened the public hearing.

The following spoke:

Misty Edgecomb, resident

Becky Hutchins, County Club Dr

James Parakilas, Lewiston

Cathy Lou, 393 Center St

Mayor Harmon closed the public hearing.

Councilor Gerry moved to amend the proposed budget to cut Councilor and Mayor salary by 50%. Seconded by Councilor Cowan. Mayor Harmon and City Manager Crowell explained this process cannot be done by amending the budget, it is achieved through ordinance amendment, per Charter Sec. 2.2. On a roll call vote by request of Councilor Gerry, motion fails 2-5 (Whiting, Walker, Platz, Cowan, Weisner).

Motion passes 6-1 (Gerry) on a roll call vote.

IN COUNCIL WORKSHOP & MEETING MAY 5, 2025 VOL 38 PAGE 22

2) ORDER 40-05052025 – Authorizing the City’s general obligation bonds in the amount of \$11,762,700 to finance the City’s FY26 Capital Improvement Program (CIP). First reading. ROLL CALL VOTE. Passage requires five (5) affirmative votes.

Motion for passage by Councilor Cowan, seconded by Councilor Whiting.
Mayor Harmon opened the item for public comment. There was no comment.

Motion passes 5-2 (Gerry, Walker) on a roll call vote.

3) ORDER 41-05052025 – Adopting the five year Capital Improvement Plan (2026-2030). Passage requires majority vote.

Motion for passage by Councilor Platz, seconded by Councilor Whiting.
No comment from the public.

Motion passed 7-0.

4) ORDER 42-05052025 – Adopting the Fiscal Year 2026 Budget of the Auburn School Department. Passage requires majority vote.

Motion for passage by Councilor Walker, seconded by Councilor Weisner.
Mayor Harmon opened the item for public comment. There was no comment.

Motion passed 7-0. The School Budget Validation Referendum will be held June 10, 2025.

5) ORDER 43-05052025 – Accepting the Safe Streets for All report and safety action plan. Passage requires majority vote.

Motion for passage by Councilor Cowan, seconded by Councilor Weisner.
There was no comment by the public.

Motion passed 7-0.

6) RESOLVE 02-05052025 - Adopting “Vision Zero” for Traffic Safety. Passage requires majority vote.

Motion for passage by Councilor Whiting, seconded by Councilor Gerry.
There was no comment by the public.

Motion passed 7-0.

7) ORDER 44-05052025 - Nominations for the Androscoggin County Budget Committee Caucus to be held May 21, 2025. Passage requires majority vote.

Motion for passage by Councilor Platz, seconded by Councilor Gerry.
There was no comment by the public.

Motion passed 7-0.

VII. Reports

a. Mayor's Report – served as judge for Letters for Literacy, a fundraising initiative. Last week, the Maine Mayor's Coalition held Mayor's Day in Augusta; attended CMCC awards banquet; attended the grand opening of Safe Voices.

b. City Councilors' Reports – Councilor Whiting noted that the Auburn Public Library has passes for various museums and cultural institutions and has added the Botanical Garden in Boothbay. Councilor Cowan attended Safe Voices grand opening. Councilor Milks reported on a lot of work recently done on Court Street regarding the separation of combined sewer lines. Councilor Walker thanked Sam Boss for putting together the Earth Day Community Clean up held May 3. Councilor Platz noted the pollinator garden initiative in Pettengill Park.

c. Student Representative Report – The high school is holding spring concerts, band and choir, 6:30pm in the ELHS Auditorium. Shout out to Seniors graduating next month.

d. City Manager Report – Noted the pollinator garden is certified by the UMaine Extension; noted police response to recent events in the City impacting youth.

e. 2025 March Finance Report – Kelsey Earle, Finance Director – reported all departments are operating as expected for this time of year; no concerns to note. Motion to accept the report by Councilor Walker, seconded by Councilor Cowan. Motion passed 7-0.

VIII. Open Session

None.

IX. Executive Session pursuant to 1 M.R.S.A. Section 405(6) (A) for a personnel matter. Action to follow.

At 8:23pm, Councilor Walker moved to enter executive session, seconded by Councilor Platz. Motion passed 7-0.

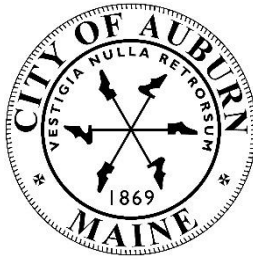
Council came out of executive session at 8:33pm.

Motion for passage of **ORDER 45-05052025**, to remove Trustee Daniel Bilodeau from the Auburn Sewerage District Board of Trustees due to non-attendance of at least three consecutive meetings. Motion by Councilor Walker, seconded by Councilor Weisner.

Motion passed 6-1 (Milks).

X. Adjournment

Councilor Walker moved to adjourn at 8:35pm, seconded by Councilor Cowan. Motion passed 7-0.



PROCLAMATION MAINE ARBOR WEEK

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and this holiday called Arbor Day was first observed with the planting of a million trees in Nebraska; and

WHEREAS, May 18th to May 24th, 2025 is Maine Arbor Week; and

WHEREAS, trees can reduce the erosion of our precious topsoil, cut heating and cooling cost, moderate the temperature, clean the air, provide life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

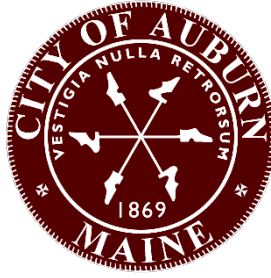
WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE I, Jeffrey D. Harmon, Mayor of the City of Auburn, by virtue of the authority vested in me, do hereby proclaim May 18th to May 24th, 2025, as the celebration of Maine Arbor Week in the City of Auburn, and I urge all citizens to celebrate Maine Arbor Week and support efforts to protect our trees and woodlands.

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have
hereunto set my hand and caused the
Seal of the City of Auburn, Maine
to be fixed this 19th day of May 2025

Jeffrey D. Harmon, Mayor



PROCLAMATION | **National Public Works Week Proclamation** **May 18–24, 2025**

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are vitally important to sustainable and resilient communities, high quality of life, and the well-being of the people of Auburn; and,

WHEREAS, dedicated public works professionals at all levels are responsible for rebuilding, improving, maintaining and protecting our nation’s transportation, natural resources, solid waste systems, public buildings, roadways, parks, fields, cemeteries and other structures and facilities essential for our citizens; and,

WHEREAS, it is important for residents, civic leaders, businesses, and children in Auburn to gain knowledge of and maintain an ongoing understanding of the importance of public works operations and programs; and,

WHEREAS, the Auburn Public Works Department remains Maine’s first and only nationally accredited public works agency, maintaining the highest level of professional excellence; and,

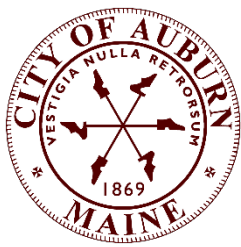
WHEREAS, the Auburn Public Works Department’s team of highly trained and dedicated staff meets and exceeds the best practices, policies, and mission of the organization; and,

WHEREAS, 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association,

NOW THEREFORE, I, Mayor Jeffrey D. Harmon, do hereby designate the week of May 18–24, 2025, as “National Public Works Week” in Auburn. I encourage all residents to join with Auburn Public Works in activities and events designed to pay tribute to our public works professionals and to recognize the substantial contributions they make to protecting our public health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Auburn, Maine to be fixed this ¹⁹ day of May, 2025.

Mayor Jeffrey D. Harmon



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025

Resolve: 01-05052025

Author: Kelsey Earle, Finance Director

Subject: Resolve Adopting the 2025-2026 Annual Appropriation and Revenue Resolve (Public Hearing & 2nd Reading)

Information: In accordance with the City Charter, Article 8, Section 8.6, prior to the fiscal year the City Council shall adopt an annual appropriation resolve making appropriations by department, fund, services, strategy or other organizational unit and authorizing an allocation for each program or activity.

The Council has been supplied with a resolve to adopt the annual appropriations for the City of Auburn, which includes final figures for revenue, total appropriation and municipal budget.

The school appropriation has been incorporated into this annual appropriation resolve for the City of Auburn.

This is the second reading of the Appropriation Resolve for FY25-26.

City Budgetary Impacts: With this FY26 Proposed Budget the tax levy increase is 5.54%. At this time, the estimated proposed mil rate increase is 4.52% or \$1.01.

Staff Recommended Action: Recommend passage of the budget on the second reading.

Previous Meetings and History: Preliminary budget presentation March 17, 2025, additional budget workshops on 3/31, 4/7, 4/15, final Manager's Budget presentation on April 17, 2025 with final workshop on 4/22.

City Manager Comments:

I concur with the recommendation. Signature:

A handwritten signature in black ink, reading "Phillip Crowell Jr.".

Attachments:

Resolve for the 2025-2026 Annual Appropriation and Revenue excluding School Department Articles.



City Council Resolve

IN CITY COUNCIL

Resolved, that the following be, and hereby is the Annual Appropriation and Revenue Resolve of the City of Auburn for the fiscal year 2025-2026, which includes the amounts appropriated herein and revenues from all sources beginning July 1, 2025, and ending June 30, 2026.

The estimated aggregate amount of non-property tax revenue is \$70,678,616 with a municipal revenue budget of \$27,172,975 and a School Department revenue budget of \$43,505,641.

The aggregate appropriation for the City of Auburn is \$128,481,297, with a municipal budget of \$60,601,837 County budget of \$3,385,568 and a School Department budget of \$64,493,892 which received School Committee approval on April 30th 2025, and school budget approved at the May 5th, 2025 Council Meeting pursuant to the School Budget Validation vote on June 10, 2025, in accordance with Maine Revised Statutes, Title 20-A § 1486 and based on the budget submitted to the Auburn City Council on April 15, 2025, by the City Manager, and notification was posted on the City of Auburn website on April 30, 2025 that a public hearing would be held on May 5, 2025 at 7:00 p.m. and said hearing having been held on that date, and as amended by the City Council, the same is hereby appropriated for the fiscal year 2025-2026 beginning July 1, 2025 for the lawful expenditures of the City of Auburn and the County of Androscoggin taxes, and said amounts are declared not to be in excess of the estimated revenue from taxation and sources other than taxation for the fiscal year of 2025-2026.

RESOLVED, The City is authorized to accept grants and forfeitures and to expend sums that may be received from grants and forfeitures for municipal purposes during the fiscal year beginning July 1, 2025, and ending June 30, 2026, provided that such grants and forfeitures do not require the expenditure of other funds not previously appropriated.

RESOLVED, that fifty percent (50%) of all real estate taxes assessed as in the annual commitment, committed to the Tax Collector, shall be due proportionately from each taxpayer on September 15, 2025, and the remaining fifty percent (50%) shall be due on March 16, 2026.

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Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

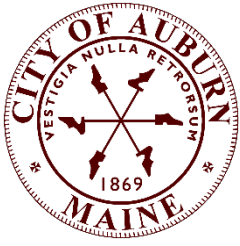
Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



City Council Resolve

Except as may be provided by resolve regarding payments in accordance with an installment payment plan, any real estate tax remaining uncollected on September 16, 2025, and March 17, 2026, respectively shall bear interest at a rate of 7% per annum from and after such dates.

Personal property taxes shall be due and payable on or before September 15, 2025. Any personal property taxes remaining unpaid on September 16, 2025, shall bear an interest rate of 7% per annum from and after such date. Interest on all delinquent taxes shall be computed on a daily basis and shall be collected by the Tax Collector. The Tax Collector is authorized to accept tax prepayments.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025

Order: 40-05052025

Author: Kelsey Earle, Finance Director

Subject: FY26 CIP 2nd reading

Information:

2nd reading/public hearing of the revised FY26 Capital Improvement Plan (CIP) for bond. First reading was held on May 5, 2025.

City Budgetary Impacts: \$10,762,700 to future city debt service \$1,000,000 to future school debt service.

Staff Recommended Action: Review and approve the proposed FY26 CIP Bond.

Previous Meetings and History: The 5 Year CIP Plan was discussed at several workshops, final review was conducted at the 4/22/2025 workshop.

City Manager Comments:

I concur with the recommendation. Signature:



Attachments:

Order with FY26 CIP plan

Notice of Public Hearing

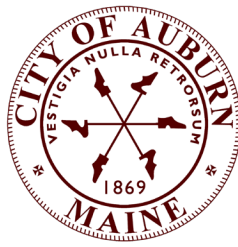
**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

On Monday, May 5, 2025, the Auburn City Council gave first reading on a proposed order authorizing the City's general obligation bonds in the principal amount not to exceed \$11,762,700 to finance the Auburn FY26 Capital Improvement Plan (subject to change as described below). Pursuant to Section 8.13 of the City Charter, notice is hereby given that the City Council will hold a public hearing and second reading on the order on Monday, May 19, 2025, at 7:00 p.m. in the City Council Chambers, Auburn Hall, 60 Court Street. A copy of the order is available for inspection on the City's website: auburnmaine.gov/pages/government/budget-fy26.

At or following said public hearing or second reading, and prior to final City Council action, the City Council may add, remove or otherwise revise the list of projects and may increase the foregoing amount of bonds by up to 10%. The City Council expects to take final action on the order following second reading at the said May 19, 2025 meeting.

Members of the public attend the meeting in person and offer public comment during the meeting. Comments may also be submitted via email sent to: comments@auburnmaine.gov. Any submitted comments will be included in the meeting minutes.

The meeting will also be broadcast on Great Falls TV (cable channel 1302) and on the City of Auburn YouTube channel at <https://www.youtube.com/c/CityofAuburnMaine>.



City Council Order

IN CITY COUNCIL

ORDER - AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS AND A TAX LEVY THEREFOR

Following a public hearing duly called and held as required by Article 8, Section 8.13 of the City Charter, **by the Auburn City Council BE IT ORDERED:**

THAT, pursuant to Title 30-A, §5772 of the Maine Revised Statutes, as amended, the City Charter, as amended, and all other authority thereto enabling, there is hereby authorized the issue and sale of the City's general obligation bonds (the "Bonds") and notes in anticipation thereof (the "Notes"), in the principal amount not to exceed \$11,762,700, the proceeds of which, including original issue premium, if any, and investment earnings thereon, are hereby appropriated to finance the capital equipment and capital improvements listed in Schedule 1 hereto (including costs of issuance for the Bonds)(the "Projects"), all constituting a part of the City's FY26 Capital Improvement Program.

THAT the Bonds and Notes shall be signed by the manual or facsimile signatures of the City's Finance Director and its Treasurer (provided that at least one of such signatures shall be a manual signature), attested by the City Clerk under the seal of the City.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the time of the sale, award and settlement of the Bonds and Notes, which may be issued at one time or from time to time, through a public offering or a private placement, on a competitive or negotiated basis, in serial form or as term bonds, or some combination of any of the foregoing, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to establish, determine and approve the date, form, denominations, interest rates, maturities (not to exceed the maximum term authorized by law), provisions for early redemption, and all other details of such Bonds and Notes, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

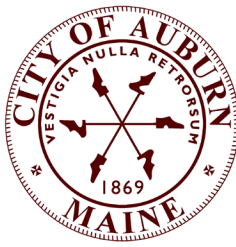
THAT to the extent not payable from other funds, each year that any of the Bonds remain outstanding, the City shall levy a tax in an amount sufficient to pay the annual installment of principal and the annual interest on such Bonds.

THAT the Finance Director is hereby authorized, in the name of and on behalf of the City, to do or cause to be done all such acts and things necessary and expedient in respect in connection with the financing of the Projects and the issuance the Bonds and Notes, and the investment of the proceeds thereof, including to select a financial advisor, underwriter, or paying agent/registrar with respects to the Bonds and Notes, and to execute, deliver and approve all agreements, investment agreements, bond purchase agreements, preliminary and final official statements or other offering documents, escrow agreements, continuing disclosure agreements, tax compliance agreements, or arbitrage certificates, and all other closing certificates and documents (collectively referred to as the "Bond Documents"), which Bond Documents

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Phillip L. Crowell, Jr., City Manager



City Council Order

may be in such form and contain such terms, conditions and provisions including, without limitation, the waiving of the City's sovereign or governmental immunity with respect to the enforceability of any of the forgoing, which waiver of sovereign or governmental immunity is hereby authorized, confirmed and approved, as the Finance Director shall establish, determine and approve, such establishment, determination and approval to be conclusively evidenced by the execution thereof.

THAT to the extent the Bonds or Notes are issues on a tax-exempt basis, the Finance Director is hereby authorized, in the name of and on behalf of the City:

- To covenant, agree and certify (A) that no part of the proceeds of such Bonds and Notes shall be used directly or indirectly to acquire any securities or obligations or property, the acquisition or use of which would cause the Bonds or Notes to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148 of the Internal Revenue Code of 1986, as amended, and (B) that the City will file any required reports and take any other action that may be necessary to insure that interest on the Bonds or Notes will remain exempt from federal income taxation, and that the City will refrain from any action that would cause interest on the Bonds and Notes to be subject to federal income taxation; and
- To designate the Bond or Notes, or a portion thereof, as qualified tax-exempt obligations under and as permitted by Section 265(b)(3) of the Code, to the extent such designation is available and permissible under said Section 265(b)(3).

THAT if the Finance Director, Treasurer, or Clerk are for any reason unavailable to approve and execute the Bonds, Notes or any related Bond Document, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, in an interim or acting capacity, is hereby authorized, in the name of and on behalf of the District, to act for such official with the same force and effect as if such official had himself or herself performed such act.

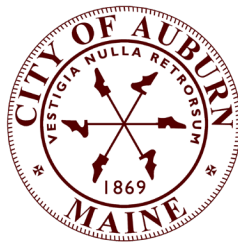
THAT if any authorized representative of the City who has signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the City, such Bonds or Notes nevertheless may be issued, delivered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

THAT if the actual cost of any Project differs from the estimated cost, whether due to completion, delay or abandonment of such Project or for any other reason, the Finance Director is hereby authorized, in the name of and on behalf of the City, in her discretion, to reallocate proceeds of the Bonds and Notes to any other listed Project, or to any other project or improvement that the City Council has approved or may in the future approve as part of the City's annual capital improvement plan.

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Phillip L. Crowell, Jr., City Manager



ORDER 40- 05052025

City Council Order

THAT any Bonds or Notes not issued within 3 years of the date of approval of this Order shall not thereafter be issued, and the authority to issue such unissued Bonds or Notes shall expire 3 years from the date of approval of this Order.

THAT notwithstanding the foregoing paragraph, during the term any of the Bonds issued pursuant to this Order remain outstanding, the Finance Director is hereby authorized, in the name of and on behalf of the City, to issue refunding bonds on either a current or advance refunding basis, to refund some or all of the Bonds then outstanding, and to establish, determine and approve the time of the sale, award and settlement of such refunding bonds, the date, form, denominations, interest rates, maturities (not to exceed the maximum term authorized by law), provisions for early redemption, and all other details of such refunding bonds, such establishment, determination and approval to be conclusively evidenced by the execution thereof, and to execute and deliver, in the name of and on behalf of the City, such additional Bond Documents as may be reasonable or necessary with respect to such refunding, and each refunding bond issued hereunder shall be signed in the same manner as the Bonds.

THAT prior to the issuance of the Bonds or Notes, the Finance Director is hereby authorized to expend available funds of the City to pay costs of the Projects (referred to as "original expenditures") which may be reimbursed from the proceeds of the Bonds or Notes; to that end, the City hereby declares that it expects the Bonds or Notes to be issued on a tax-exempt basis in an amount equal to the amount of Bonds and Notes authorized by this Order, and to further declare its official intent to reimburse itself for any such original expenditures from the proceeds of such Bonds or Notes, and this Order shall constitute a Declaration of Official Intent pursuant to Treasury Regulation §1.150-2, and shall be kept available for public inspection during reasonable business hours at the office of the City Clerk.

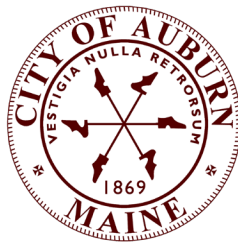
A notice describing the above borrowing and the general purpose of such borrowing was published on or before May 5, 2025, in the *Sun Journal*, a daily newspaper of general circulation published in the City of Auburn and in Androscoggin County.

NOTE: Must be approved by roll call vote.

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ORDER 40- 05052025

City Council Order

Schedule 1

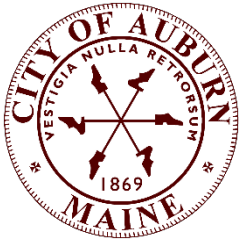
CAPITAL IMPROVEMENT PLAN FY26 BOND

Description		Total
Finance	Revaluation	\$500,000
Fire	Equipment Replacement	\$102,000
IT	Fiber Connection	\$50,000
IT	Security Camera Project	\$100,000
Police	Cruiser Camera System Replacement	\$120,000
Engineering	Reconstruction	\$100,000
Engineering	Reclamation	\$500,000
Engineering	Major Drainage	\$1,750,000
Engineering	MDOT Match	\$1,500,000
Engineering	Resurfacing	\$927,200
Engineering	Retaining Walls	\$20,000
Engineering	Lake Grove Park	\$300,000
Engineering	Downtown Parking and Walkability-UPI Grant Match	\$300,000
Engineering	Small Area Master Plan Studies	\$100,000
Airport	Congressionally Directed Spending (CDS) Hangar Project	\$78,500
Planning & Permitting	Dangerous Buildings and Junkyard Cleanups	\$100,000
Planning & Permitting	Comprehensive Plan Program	\$250,000
Public Works	Road Maintenance Equipment	\$165,000
Public Works	Recreation & Open Space Maintenance	\$50,000
Transportation	LATC Bus Replacement	\$50,000
Facilities & Energy	Engine 2 Station Reconstruction	\$3,700,000
School		\$ 1,000,000
TOTAL BOND CIP		\$ 11,762,700

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**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025,

ORDER 49-05192025

Author: Glen E. Holmes, Director of Business & Community Development

Subject: Credit Enhancement Agreement 63 Academy Street (Charles Jordan House).

Information: The Charles Joran House at 63 Academy Street is a rare example of Second Empire architecture in Maine and is featured in A Field Guide to American Houses. Locally, it stands as one of Auburn's last historic boarding houses.

The building was severely damaged by fire in 2018 and has remained vacant since. The Maine Prisoner Advocacy Coalition (MPAC), in partnership with a private developer, proposes to restore the structure and operate it as a supervised residential program for individuals reentering the community after incarceration.

To make the project viable, the partners plan to utilize state and federal Historic Tax Credits, which require for-profit ownership for five years. During that time, a Credit Enhancement Agreement would reimburse real estate taxes paid by the developer. After five years, the property will transfer to MPAC and become tax-exempt.

Without this support, the project is not financially feasible and the building faces possible demolition—along with the loss of a significant piece of Auburn's history.

City Budgetary Impacts: None – The city will continue to receive the same amount of taxes as it has been only the increased value will be considered in the agreement to calculate the amount returned to the organization.

Staff Recommended Action: Approve the Order as presented.

Previous Meetings and History: Executive Session on March 03, 2025

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:

Credit Enhancement Agreement

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF AUBURN, MAINE

and

MAINE PRISONER ADVOCACY COALITION

DATE: _____, 2025

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THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025, between the City of Auburn, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Maine Prisoner Advocacy Coalition (the “Developer”), a Maine non-profit with a principal place of business located at 63 Academy Street, Auburn, ME 04210.

WITNESSETH THAT

WHEREAS, the Developer owns property located on 63 Academy Street in Auburn, Maine (the “Property”), and intends to rehabilitate a 5,515 square foot historic building into a 12-unit supervised living facility (the “Project”); and

WHEREAS, the City designated the Downtown Omnibus Tax Increment Financing Development District #10 (the “District”) pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, by vote at a City Council Meeting held on November 20, 2017 (the “Vote”); and

WHEREAS, the City received the approval of the District and the Development Program by the Maine Department of Economic and Community Development dated March 16, 2018; and

WHEREAS, the Development Programs contemplates the execution and delivery of such an agreement by the City and the Developer; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program; and

WHEREAS, the Charles Jordan House one of Maine’s most iconic Second Empire style buildings, featured in Virginia McAlester’s classic A Field Guide to American Houses, and is one of Auburn’s last boarding houses.; and

WHEREAS, the cost to complete the Project and maintain the activity and employment opportunities in the City of Auburn requires financial assistance from the City to ensure completion of the Project; and

WHEREAS, completion of the Project will contribute to the economic growth and well-being of the City, and enable public facilities and improvements to the betterment of the health, welfare and safety of its inhabitants; and

WHEREAS, the City has decided to induce the Developer to undertake the Project through the use of this Agreement.

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” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“CEA Year(s)” shall have the meaning given such term in Section 2.3(a) hereof.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the City uses as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“City Payments” means for each CEA Year the Developer Percentage of the Increased Assessed Value payable in accordance with the terms of this Agreement.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

“Current Assessed Value” means the then current assessed value of real property within the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Department” means the Maine Department of Economic and Community Development.

“Developer” shall have the meaning given such term in the first paragraph hereto.

“Developer Percentage” means one hundred percent (100%) of the Increased Assessed Value in each Tax Year on which Property Tax payments are made by the City to the Developer as City Payments under the terms of this Agreement, subject to the limitations set forth herein.

“Developer Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the Developer as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof

“Developer Property” or “Property” means the total of 0.34 acres that comprises the Project, consisting of the parcel identified on the City’s tax maps as Map 230, Lot 147.

“Development Program” means the provided plans and financial plan for the District adopted by the City, as amended.

“Development Program Fund” means the Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A § 5227(3)(A).

“District” means the #10 Downtown Omnibus Municipal Tax Increment Financing District more particularly described in the Development Program and to be designated by the City pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote at the City Council Meeting.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each CEA Year, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in the corresponding CEA Year.

“Incremental Property Tax Payments” means all real property tax payments related to the Increased Assessed Value, inclusive of interest thereon and the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien to the extent of the amount of such lien and interest thereon, in each case to the extent attributable to such levy.

“Original Assessed Value” means \$91,900, the taxable assessed value of the real property within the District as of March 31, 2024 (April 1, 2025).

“Project” means the renovation of a building to be used as described in the Development Program.

“Project Cost Account” means that portion of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Tax” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid within the District to the City in any Tax Year, excluding any state, or special district tax, including any scheduled payments thereof, interest thereon and the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien to the extent of the amount of such lien and interest thereon, in each case to the extent attributable to such levy.

“Tax Payment Date” means the date(s) on which property taxes levied by the City are due and payable from the owners of property located within the City.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31. Each Tax Year corresponds to a particular Fiscal Year. Each CEA Year occurs during a Fiscal Year.

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 approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.
- (f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (g) 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.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

The City shall create and establish a segregated fund in the name of the City designated as “The Charles Jordan House Municipal Development and Tax Increment Financing District Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B).

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer and/or the Trustee hereunder in and to the amounts on deposit.

Section 2.3. Retention of Increment; Deposits into Development Program Fund.

(a) Commencing with the Tax Year beginning April 1, 2026, and for a period not to exceed the end of the TIF District, ending June 30, 2032 (each a “CEA Year” and collectively the “CEA Years” herein), the City shall retain at least the Developer Percentage of the Increased Assessed Value within the District for the benefit of the Developer as set forth herein.

(b) For each of the CEA Years, the City shall deposit into the Developer Project Cost Subaccount an amount equal to the Developer Percentage of each Incremental Property Tax Payment paid on Increased Assessed Value, up to a cumulative amount of \$250,000 (two hundred fifty thousand). Such deposits shall be made by the City within 10 business days after the Property Tax due date at the time in effect; currently due semi-annually on each September 15 and March 15. In the event any such payment allocable to the Developer Percentage of Incremental Property Tax Payments is not timely paid to the City, the City shall deposit such payment (plus any allocable interest) within 10 business days of receipt of such payment.

(c) Notwithstanding anything to the contrary contained herein, all allocations to the Developer Project Cost Subaccount and payments to the Trustee for deposit therein shall cease at the conclusion of the term of this Agreement identified in Section 2.3(a) hereof subject to extension as identified in Section 6.1(a) hereof.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to Developer described in Articles II and III hereof. All monies required to be deposited in the Developer Project Cost Subaccount shall be used by the Developer for construction of the Project.

Section 2.5. Monies Held in Trust.

Except as otherwise provided in this Agreement, all monies required to be deposited with or paid into the Developer's Program Fund are to fund payments to the Developer under the provisions hereof and the provisions of the Development Program for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.6. Investments.

Monies in the Developer's Project Cost Sub-Account may 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 so invested are 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 such account. The City shall have the sole and exclusive right to designate the investments to be sold and to direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Sub-Account of the Development Program Fund.

Section 2.7. Reporting Obligations.

Developer covenants and agrees to provide the City promptly upon request with all documentation reasonably required by the City to confirm the costs and completion of the projects set forth in Section 2.4.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Company Payments.

(a) The City agrees to pay Developer all amounts then on deposit in the Company Project Cost Subaccount, on or before thirty (30) days following the Tax Payment Date.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a valuation dispute or otherwise, the City shall be under no obligation to pay Developer's share of the disputed portion of the Tax Increment Revenues to Developer. In such a circumstance, the property taxes actually paid with respect to such Tax Payment Date shall be applied to taxes due on account of Original Assessed Value and, next to Sinking Fund Account as applicable, to the taxes due on account of the allocation of TIF Revenues for the City Project Cost Subaccount, and next to the taxes due in account of the allocation of TIF revenues for the Company Project Cost Subaccount.

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into Development Program Fund is insufficient to reimburse Developer for the full amount due to Developer under this Agreement the City shall be in breach of the terms hereof, and the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, subject to the limitations of Section 3.3 below.

Section 3.3. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into Company Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV FURTHER INSTRUMENTS AND BOOKS AND RECORDS

Section 4.1. Further Instruments and City Costs.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.2. Access to Books and Records.

(a) All non-confidential books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Development Program Fund shall at all

reasonable times and upon reasonable notice be open to inspection by Developer, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of Developer relating to the District, the Development Program, this Agreement and the monies, revenues and receipts used from the Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by City, its agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. 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 amounts due to Developer when the same shall become due and payable;

(b) Any failure by the City to make deposits into Development Program Fund, including the Company Project Cost Subaccount, as and when due;

(c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of 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 the Developer’s affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer 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 Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (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 Developer;

(e) If any secured lender of Developer accelerates the indebtedness owed to it;

(f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent; and

(g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.9, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.9 below concerning dispute resolution, no remedy herein conferred upon or reserved to any 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 every other 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 Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies 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 right 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 parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the City and the Developer hereunder or upon any earlier termination as provided in this Agreement.

Upon receipt of such approval, this Agreement shall remain in full force from April 1, 2026 and shall expire June 30, 2032 or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer 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 VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Pledge and/or Assignment.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishment, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer

Except as specified in Sections 7.1 and 8.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the

benefit of such 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 8.2. 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 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 Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability.

(a) No covenant, stipulation, obligation or agreement of the City 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 the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. 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 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

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

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Auburn, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Records.

The City shall maintain a record demonstrating its calculation of the Increased Assessed Value and Tax Increment Revenues within the District as it relates to deposits to the Development Program Fund pursuant to Article II and payments to the Developer under Article III of this Agreement, and shall provide Developer with a copy of the same upon request.

Section 8.11. Notices.

All notices, certificates, requests, requisitions or other communications by the City or 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:

Phillip L. Crowell Jr.
City Manager
City of Auburn
60 Court Street
Auburn, ME 04210

With a copy to:

Kevin R. Haley, Esq.
Brann & Isaacson
113 Lisbon Street
P.O. Box 3070
Lewiston, Maine 04243

If to Developer:

Daniel Black
LB Development Partners
PO Box 446
Lisbon, ME 04250

With a copy to:

?

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF AUBURN

By: _____
Name: Phillip L. Crowell, Jr.
Its City Manager Duly Authorized by the City
Council on December 4, 2023

WITNESS:

MAINE PRISONER ADVOCACY COALITION

By: _____
Name: Daniel Black
Its: Development Project Manager



City Council Order

IN CITY COUNCIL

WITNESSETH THAT

WHEREAS, the Developer owns property located on 63 Academy Street in Auburn, Maine (the "Property"), and intends to rehabilitate a 5,515 square foot historic building into a 12-unit supervised living facility (the "Project"); and

WHEREAS, the City designated the Downtown Omnibus Tax Increment Financing Development District #10 (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, by vote at a City Council Meeting held on July 7, 2014 (the "Vote"); and

WHEREAS, the City received the approval of the District and the Development Program by the Maine Department of Economic and Community Development dated July 23, 2014; and

WHEREAS, the Development Programs contemplates the execution and delivery of such an agreement by the City and the Developer; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program; and

WHEREAS, the Charles Jordan House one of Maine's most iconic Second Empire style buildings, featured in Virginia McAlester's classic A Field Guide to American Houses, and was one of Auburn's last boarding houses.; and

WHEREAS, the cost to complete the Project and maintain the activity and employment opportunities in the City of Auburn requires financial assistance from the City to ensure completion of the Project; and

WHEREAS, completion of the Project will contribute to the economic growth and well-being of the City, and enable public facilities and improvements to the betterment of the health, welfare and safety of its inhabitants; and

WHEREAS, the City has decided to induce the Developer to undertake the Project through the use of this Agreement.

NOW THEREFORE, the City Council hereby Orders as follows:

Section 1. The City Council hereby finds and determines that:

- (a) Adoption and implementation of the Credit Enhancement Agreement will generate economic benefits for the City and its residents therefore constitute a good and valid



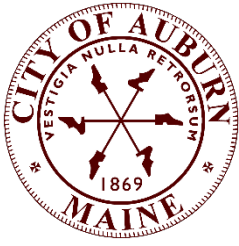
City Council Order

public purpose and will contribute to the economic growth or well-being of the inhabitants of the City or to the betterment of the health, welfare or safety of the inhabitants of the City.

Section 2. The City Manager be and hereby is authorized and directed, on behalf of the City of Auburn, Maine, to submit to the Commissioner of DECD the attached Credit Enhancement Agreement and such other documentation as may be necessary or appropriate. The City Manager is further authorized and empowered, at his or her discretion from time to time, to make such technical revisions to the District, the Development Program for the District, or to the credit enhancement agreement scope, cost or description of the public improvements to be financed with the portion of tax increment revenues generated by the District and retained by the City as described in the Development Program, as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review of the District and Development Program by DECD, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Section 3. The City Manager be and hereby is authorized, empowered and directed to enter into the agreements contemplated by the Development Program, in the name of and on behalf of the City, such agreements to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, the City Manager's approval to be conclusively evidenced by his or her execution thereof.

This Order shall take effect immediately upon adoption.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025,

ORDER 50-05192025

Author: Glen E. Holmes, Director of Business & Community Development

Subject: Omnibus TIF #33 KLEW Airplane Hangars

Information: The creation of this Omnibus Tax Increment Financing (TIF) District will enable the City to establish multiple Credit Enhancement Agreements (CEAs) to support the development of up to seven new airplane hangars at the Auburn-Lewiston Municipal Airport over the coming years. These agreements are designed to incentivize private investment while ensuring long-term growth of the City's tax base.

Each agreement will be structured consistently to promote fairness and equity in airport development. Under the terms of these CEAs, 100% of the increased property taxes generated by each new hangar will be returned to the developer until they have received a total reimbursement of \$125,000. This incentive supports estimated private investment ranging from \$1 million to \$1.5 million per hangar.


As a federally-obligated facility, the Auburn-Lewiston Airport (KLEW) is required to pursue financial self-sufficiency through diversified revenue sources. In addition to generating new tax revenue for the City, the proposed hangar developments will create long-term ground lease income for the Airport—potentially lasting up to 50 years. These hangars could accommodate up to 40 additional aircraft, which would also contribute to the Airport's revenues through fuel purchases and service utilization, further strengthening its financial sustainability.

City Budgetary Impacts: None – The city will continue to receive the same amount of taxes as it has been only the increased value will be considered in the agreement to calculate the amount returned to the developers.

Staff Recommended Action: Approve the Order as presented.

Previous Meetings and History: Executive Session on March 03, 2025

City Manager Comments:

I concur with the recommendation. Signature: 

Attachments:



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



The legislature finds a need for new development in areas of municipalities and plantations to: (A) Provide new employment opportunities; (B) Improve and broaden the tax base; and (C) Improve the general economy of the State. The municipal tax increment financing (TIF) program, established under 30-A M.R.S.A. Chapter 206 §5221-5235, is designed to assist municipalities and plantations to develop a program for improving a district of the municipality or plantation: (A) To provide impetus for industrial, commercial, transit-oriented or arts district development, or any combination; (B) To increase employment opportunities; and (C) To provide the facilities outlined in the development program adopted by the legislative body of the municipality or plantation. The TIF Statute provides that before final designation of a tax increment financing district, the Department of Economic and Community Development (DECD) commissioner shall review the proposed district and development program to ensure compliance with statutory requirements.

Before designating a development district within the boundaries of a municipality or plantation, or adopting a development program for a designated development district, the municipal or plantation legislative body or the municipal or plantation legislative body's designee must:

- a) Hold at least one public hearing,
 - b) Publish notice of the hearing at least 10 days before the date of the hearing in a newspaper of general circulation within the municipality or plantation,
 - c) At the hearing, the legislative body of a municipality or plantation must consider:
 - i. Whether the proposed district or development program will contribute to the economic growth or well-being of the municipality or plantation or to the betterment of the health, welfare or safety of the municipal or plantation inhabitants,
 - ii. Any claim by an interested party that the proposed district or development program will result in a substantial detriment to that party's existing business in the municipality or plantation and produces substantial evident to that effect.
-

Mail completed application, with tabs separating exhibits, to:
DECD/Office of Business Development (MTIF)
111 Sewall Street
Augusta, ME 04330

(e-mailed applications are not accepted)

Refer to "CHECKLIST FOR MTIF APPLICATION" to ensure application completeness.



Department of Economic and Community Development
Municipal Tax Increment Financing
Application



Municipalities wishing to create a municipal tax increment financing district to fund development programs must apply to DECD using the following application including all attachments noted below, in the order listed:

1. Table of Contents
2. Completed DECD MTIF Application, provided by DECD
Refer to "Checklist for Municipal Tax Increment Financing (MTIF) Application" to ensure application completeness
3. Exhibit A: Statutory Thresholds and Requirements form, provided by DECD
4. Exhibit B: Assessor's Certificate of Original Assessed Value
5. Exhibit C: Map of District Location within Municipality
6. Exhibit D: Map of District Boundaries
7. Exhibit E: Annual Revenue Spreadsheet
8. Exhibit F: Annual Tax Shift Spreadsheet
9. Exhibit G: Copy of 10-Day notice of public hearing, including name and date of publication
10. Exhibit H: Minutes of Public Hearing, attested to with dated signature
11. Exhibit I: Record of District designation and Development Plan adoption by municipal legislative body

If applicable,

1. Exhibit J: Project Costs Spreadsheet
Refer to MTIF Application, "Checklist For MTIF Application" for required information
2. Exhibit K: For Downtown TIF application, include a comprehensive Downtown Redevelopment Plan with the completed Downtown Redevelopment Plan Criteria Checklist and verification of municipal legislative body approval
3. Exhibit L: For Transit-Oriented Development District, include a map clearly identifying transit facilities plus areas and corridors respective of §5222 (20), (22) & (23)
4. Exhibit M: If an amendment and not already provided, a copy of any executed credit enhancements agreements.
5. Exhibit N: Copy of any municipality/plantation TIF policy



Department of Economic and Community Development
Municipal Tax Increment Financing
Application



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**see "Checklist for Municipal Tax Increment Financing (MTIF) Application" for instructions to automatically update the Table of Contents.



Department of Economic and Community Development
Municipal Tax Increment Financing
Application



Section 1- Cover Letter and Application Cover Sheet

1. **Name of municipal tax increment financing (TIF) district and development program:** #33 KLEW Airport Hangars
2. **This is an original application. If an amendment, what amendment number?** Choose a number.
3. **Is this a Downtown designated TIF?** No.
If yes, provide the following information regarding the *Downtown Redevelopment Plan*:
 - a. **Name:** Click here to enter text
 - b. **Date approved by municipal legislative body:** Click to enter a date. (Include verification of this approval with Exhibit I)

The Downtown Redevelopment Plan must contain the components outlined in the DECD "Downtown Redevelopment Plan Criteria Checklist"

4. **Is this development district considered a/an [check the appropriate box(es)]?**

☐ Industrial ☒ Commercial ☐ Transit-oriented ☐ Arts

If this is a transit-oriented development designation, a map is required identifying transit facilities plus areas and corridors pursuant to MRS 30-A §5222(20), (22) & (23). (Exhibit L)

5. **Municipality name:** City of Auburn
6. **Municipality address:** 60 Court St Auburn, ME 04210
7. **Municipality county:** Androscoggin
8. **Municipal telephone number:** 207-333-6601 ext. 1159
9. **Municipal official's name:** Phillip L. Crowell Jr.
10. **Municipal official's title:** City Manager
11. **Municipal official's e-mail address:** pcrowell@auburnmaine.gov
12. **If different from #9 above, contact person/consultant:** Glen E. Holmes
13. **Municipal contact/consultant phone number:** 207-333-6601 ext 1159
14. **Municipality contact/consultant e-mail address:** gholmes@auburnmaine.gov
15. **Municipality's assessor's name:** Karen Scammon
16. **Municipality's assessor's e-mail address:** KScammon@auburnmaine.gov

The municipal official named below, certifies he/she has the authority to submit this Application to DECD and further certifies all the information contained in this Application, and its attachments, are true and correct to the best of his/her knowledge.

Signature

Date

Print municipal official's name & title



**Department of Economic and Community Development
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Section 2 - Purpose/Basis Original/Amended Application

1. **Provide a brief, “headline” sentence explaining purpose/basis of this application.**

The KLEW Airport Hangar TIF will facilitate the development of seven new hangar sites (four box hangars and three t-hangars).

2. **If needed, provide additional information related to the purpose/basis of this application. If this is an amendment, provide a brief, concise overview of the purpose of the original application and each amendment submitted to date.**

As the Auburn-Lewiston Airport seeks to expand and attract private investment with a focus on being financially self-sustaining, the development of additional airplane hangars is a critical component of future growth. Increasing hangar capacity will enhance the airport's ability to serve aviation businesses, strengthen the local economy, generate additional ground lease and fuel sales revenue, and contribute to Auburn's tax base.

The Airport Board of Directors, in collaboration with the Airport Director, has completed the permitting for seven new hangar sites (four box hangars and three t-hangars) and identified a potential developer interested in constructing the first new box hangar in nearly a decade. The airport plans to construct the first t-hangar of the three using federal funding with local match.

The area for the proposed TIF would encompass the t-hangar development area and separate box hangar development area. As this is a portion of the overall Airport Parcel and the developers, hangar owners or others will not own the underlying land the location is based on the included maps and approximate size of the acreage consumed within the parcel.



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Section 3 - Company/Developer Information

A. Business General Information

[include whenever a company/developer is part of a TIF district proposal (regardless of whether a CEA is offered)]:

1. **Business name:** Fielding Properties LLC
2. **Business address:** 420 US Route 1, Scarborough ME 04074
3. **Business phone number:** 207-318-4020
4. **Business contact person:** William Fielding
5. **Business contact person e-mail address:** bill@fieldingsoil.com
6. **Principal place of business:** SAME
7. **Company structure (e.g. corporation, sub-chapter S, etc.):** LLC
8. **Place of incorporation:** Maine
9. **Name of Officer(s):** William & David Fielding
10. **Name of principal owner(s) name:** William & David Fielding
11. **Address:** 420 US Route 1, Scarborough ME 04074
12. **Brief project description:** Construct a 6,400 square Aircraft Hangar (one of four to be built along with three T-hangars in the future)
13. **Total amount of project new investment by company/developer:** \$ \$1,500,000 on this initial hangar
14. **Will there be a credit enhancement agreement with this business?** Yes. If so, complete the rest of this section and Section 4.

B. Disclosure, only in cases where a CEA is offered to the above business:

1. Check the public purpose(s) that will be met by the business using this incentive:

- | | | |
|---|--|---|
| <input type="checkbox"/> job creation | <input type="checkbox"/> job retention | <input type="checkbox"/> capital investment |
| <input type="checkbox"/> training investment | <input checked="" type="checkbox"/> tax base improvement | <input checked="" type="checkbox"/> public facilities improvement |
| <input type="checkbox"/> other (list): <u>Click here to enter text.</u> | | |

2. Check the specific item(s) for which TIF revenues will be used by the business:

- | | | |
|---|---|---|
| <input type="checkbox"/> real estate purchase | <input type="checkbox"/> machinery & equipment purchase | <input type="checkbox"/> training costs |
| <input type="checkbox"/> debt reduction | | |
| <input checked="" type="checkbox"/> other (list): <u>Cost recapture of initial capital investment over time to make construction feasible</u> | | |



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Section 4 - Employment Goals/Data

Company Goals for Job Creation and Job Retention. (If a developer, check box ☒, and skip to Section 5)

A. Job Creation Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank

B. Job Retention Goals			
Occupational Cluster*	# of Full-time Positions	# of Part-time Positions	Annual Wage Level
1. Executive, Professional & Technical			
2. Administrative/Clerical Support			
3. Sales & Service			
4. Agriculture, Forestry & Fishing			
5. Maintenance, Construction, Production & Transportation			
Total			Leave blank

*See [Occupational Cluster Descriptions](#) for more information.

INSTRUCTIONS

A. Job Creation Goals. Please list the number, type and wage level of jobs created as a result of the economic development incentive. NOTE: For this form, “full-time” employment means 30 hours or more; “part-time” employment means less than 30 hours. “Wage level” means the average annual wage paid for jobs created within an occupational cluster, e.g. either their annual salary, or their hourly wage times their annual hours. Also, “type” means “occupational cluster” which refers to the 12 categories listed in the “Occupational Cluster Descriptions.” Please include the number of your employees (both full-time and part-time) working within the category that most closely reflects their job duties.

B. Job Retention Goals. Please list the number, type and wage level of jobs retained as a result of the economic development incentive. Part B should be completed using same definitions in Part A.



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Section 5 - Development Program

Public Project(s)

1. **Will there be any public facilities, improvements, or programs financed in whole or in part by the development program?**
Yes. See Exhibit J.

Private Project(s)

2. **Will there be any commercial facilities, arts districts, improvements or projects to be financed in whole or in part by the development program:** Yes. If yes, provide a brief, clear description: Developers intend to construct four new 6,400 sqft airplane hangars and three T-hangars at the Municipal Airport.

Program Duration

3. **Duration of development district (may not exceed 30 years):**
 - a. **District term: Original application:** 30.
If an amendment, adding how many years? Choose a number **totaling how many years?** Choose a number.
 - b. **Start date of** April 1, 2025 **with fiscal year** FY26 June30, 2026.
[Must begin with tax year in which development district designation is effective pursuant to MRS 30-A §5226, or the subsequent tax year (MRS Title 30-A §5224 (2)(H))]
 - c. **End date of** March 31, 2055 **with fiscal year** FY56 June 30, 2056.



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Original Assessed Value

4. Provide the taxable assessed value of the development district as of the March 31st of the tax year preceding the property tax year in which the district was designated by the legislative body.

		OAV of Real Property		OAV of Personal Property	As of (complete year)	Total acres	
Original district			0	\$0.00	3/31/2025		11.690
Amendment: (If applicable, with any property added/removed)	#1	-				-	
		+			3/31/____	+	
	#2	-				-	
		+			3/31/____	+	
	#3	-				-	
		+			3/31/____	+	
	#4	-				-	
		+			3/31/____	+	
	#5	-				-	
		+			3/31/____	+	
	#6	-				-	
		+			3/31/____	+	
	#7	-				-	
		+			3/31/____	+	
	#8	-				-	
		+			3/31/____	+	
	#9	-				-	
		+			3/31/____	+	
	#10	-				-	
		+			3/31/____	+	
Total					N/A		

***Municipal Assessor must certify above original assessed value(s) (Exhibit B).



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Section 6 - Financial Plan

Increased Assessed Value Information

1. **Total estimated cost for the development program:** \$ \$1,851,200 (Should match "total" from Exhibit J)
2. **Municipality will capture 100% of real property only increased assessed value for each year of the district term, to apply to the development program.** Click here to enter text, if needed.
3. **If #2 above's captured assessed value is less than 100%, besides the district's original assessed value, what percentage of increased assessed value will be deposited into the General Fund, or if an unorganized territory, to Education and Services fund?** Click here to enter % to be deposited in General Fund/Education & Services fund.

Public Indebtedness

4. **Will there be public indebtedness?** Yes, to be determined.
 - a. **If yes, what is the projected amount of public indebtedness to be incurred?** The City will not incur any indebtedness at this time; however, the City may elect to do so at a future date at the discretion of its City Council.
 - b. **If an amendment, have any bonds been issued to date pertaining to the approved projects of this district?** Choose an item. If yes, provide the status, such as years left on bond and amount of outstanding debt. Click here to enter text.

Anticipated Revenues

5. **Describe sources of anticipated revenues for public projects (clearly and briefly stated):** The source of the revenue to be used to pay the costs of the public projects set forth in this Development Program is the Tax Increment on the increased Assessed Value of the District. Tax increment means all property taxes assessed by the City, in excess of any state, county or special district tax, upon the increased assessed value of all real property in the District. Increased assessed value means the valuation amount by which the current assessed value of the District exceeds the taxable original assessed value of the real property in the District. Current assessed value means the taxable assessed value of the real property in the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property taxes means any and all ad valorem property taxes levied, charged or assessed against real property by the City. Original assessed value means the taxable assessed value of real property in the District as of March 31, 2026 (April 1, 2025). All property tax on the original assessed value shall continue to be deposited into the City's general fund.
6. **Describe sources of anticipated revenues for private projects (clearly and briefly stated):** A portion of the Tax Increment from the District as described above will be used to finance a portion of the construction of the Company's new storage facility to be located within the District. The percentage of the Tax Increment will be paid to the Company under the terms of a Credit Enhancement Agreement as set forth below.

Credit Enhancement Agreement (CEA)

7. **Describe terms and conditions of any agreements, contracts or other obligations related to the development program (e.g. CEAs). Ensure to clearly state the reimbursement percentage, along with, if applicable, any local triggers/caps.**
 - a. **Will CEAs be offered as part of this development program?** Yes.
 - b. **List name(s) of company/developer to be offered a CEA:** Fielding Properties LLC / TBD for additional hangars
 - i. **Provide the CEA reimbursement percentage, term, conditions for each listed company/developer:** 100% until \$125,000 received per hangar constructed



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- c. **Is this an omnibus application?** Yes.

If an omnibus, provide clear reimbursement percentage(s) and term(s)/condition(s): 100% CEA payment to each developer of up to seven buldings (hangars) with a maximum payment of \$125,000 per hangar.

- d. **Does the municipality have a TIF policy?** Yes. Include a copy in Exhibit N.

If this is an amendment, and if applicable, include a copy of all executed CEAs as Exhibit M.



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Development Program Fund and Tax Increment Revenues

Read below. Authorized municipal official must initial in provided spaces, acknowledging understanding of the below information:

If a municipality/plantation has designated captured assessed value, the municipality/plantation shall:

A. Establish a development program fund that consists of the following:

1. A project cost account that is pledged to and charged with the payment of project costs that are outlined in the financial plan and are paid in a manner other than as described in subparagraph (2); and
2. In instances of municipal/plantation indebtedness, a development sinking fund account that is pledged to and charged with the payment of the interest and principal as the interest and principal fall due and the necessary charges of paying interest and principal on any notes, bonds or other evidences of indebtedness that were issued to fund or refund the cost of the development program fund;

B. Annually set aside all tax increment revenues on captured assessed values and deposit all such revenues to the appropriate development program fund account established under paragraph A in the following order of priority:

1. To the development sinking fund account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual debt service on bonds and notes issued under section 5231 and the financial plan; and
2. To the project cost account, an amount sufficient, together with estimated future revenues to be deposited to the account and earnings on the amount, to satisfy all annual project costs to be paid from the account;

C. Make transfers between development program fund accounts established under paragraph A as required, provided that the transfers do not result in a balance in the development sinking fund account that is insufficient to cover the annual obligations of that account; and

D. Annually return to the municipal or plantation general fund any tax increment revenues remaining in the development sinking fund account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development sinking fund account after taking into account any transfers made under paragraph C. The municipality/plantation, at any time during the term of the district, by vote of the municipal or plantation officers, may return to the municipal/plantation general fund any tax increment revenues remaining in the project cost account established under paragraph A in excess of those estimated to be required to satisfy the obligations of the development project cost account after taking into account any transfer made under paragraph C. In either case, the corresponding amount of local valuation may not be included as part of the captured assessed value as specified by the municipality or plantation.

X _____
Initial & date

At the end of the district TIF term, all taxable real and/or personal property value captured in the district will be added to the general tax rolls.

X _____
Initial & date



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Relocation of Person(s)/Business(es)

8. No persons will be displaced as a result of this project.

Transportation Improvements

9. This project will include the expansion of taxiways. Except for these improvements, the existing transportation facilities of the City will be adequate to accommodate the development activities within the District.

Environmental Controls

10. The improvements made under this Development Program will meet or exceed all federal and state environmental regulations and will comply with all applicable land use requirements of the city.

District Operation

11. **After the planned capital improvements are completed, provide a brief statement of the proposed operation of the development district pertaining to:**
- a. **Public capital improvements:** KLEW is supported by both the City of Auburn & Lewiston maintaining a robust capital improvement plan.
 - b. **Private capital improvements:** The private improvements contemplated to occur within the District are expected to be funded by the developer, in part through the reimbursement of tax increment revenue pursuant to a credit enhancement agreement. Other than the credit enhancement agreement, the City will not be responsible for the funding or operation of private capital improvements within the District.



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Section 7 - Notice and Hearing

1. **Date of public notice (must be minimally 10 days before the public hearing):** May 9, 2025

For Exhibit G, provide a legible copy of the newspaper page showing the public hearing , newspaper name and date of publication.

2. **Date of public hearing:** May 19, 2025

For Exhibit H, provide a copy of the public hearing minutes, attested to with dated signature.

3. **Date municipal or plantation legislative body approved original district designation:** May 19, 2025

Date municipal or plantation legislative body adopted original development program: May 19, 2025

If an amendment, is it to the:

☐ **district. Provide date municipal or plantation legislative body approved:** Click to enter a date.

☐ **development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.

☐ **district and development program. Provide date municipal or plantation legislative body approved:** Click to enter a date.

For Exhibit I, provide verification of district designation and adoption of development program by municipal legislative body including vote tally.

4. **Is a municipal official authorized to make technical revisions to this District application/development program to facilitate the process for review and approval by DECD, as long as such revisions are not inconsistent with the basic structure and intent of the development program?** Yes. See Exhibit I



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Exhibit A - Statutory Requirements & Thresholds

**round to second decimal place

SECTION A. Acreage Caps		
1. Total municipal acreage	41,430.00	
2. Acreage of proposed Municipal TIF District (if amendment, proposed updated total acreage)	13.75	
3. Downtown-designation ¹ acres in proposed Municipal TIF district	0	
4. Transit-Oriented Development ² acres in proposed Municipal TIF district	0	
5. Total acreage [=A2-A3-A4] of proposed Municipal TIF district counted toward 2% limit	13.75	
6. Percentage [=A5÷A1] of total acreage in proposed Municipal TIF district (CANNOT EXCEED 2%)	.033%	
7. Total acreage of all <u>existing/proposed</u> Municipal TIF districts in municipality including Municipal Affordable Housing Development districts: ³ (List <u>each</u> district name/acreage)	Existing	697.63
	Proposed	13.75
	Total	711.38
30-A § 5223(3) EXEMPTIONS⁴		
8. Acreage of an <u>existing/proposed</u> Downtown Municipal TIF district	247.55	
9. Acreage of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts: (List <u>each</u> district name/acreage)	0	
10. Acreage of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts: (List <u>each</u> district name/acreage)	0	
11. Acreage in all <u>existing/proposed</u> Municipal TIF districts common to ⁵ Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such acreage also factored in Exemptions 8-10 above: (List <u>each</u> district name/acreage)	0	
12. Total acreage [=A7-A8-A9-A10-A11] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	463.83	
13. Percentage of total acreage [=A12÷A1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	1.12%	
14. Real property in proposed Municipal TIF District that is:	ACRES	% [=Acres÷A2]
a. A blighted area		
b. In need of rehabilitation, redevelopment or conservation		
c. Suitable for commercial or arts district uses	13.75	100%
TOTAL (except for § 5223 (3) exemptions a., b. <u>OR</u> c. must be at least 25%)		

¹ Before final designation, the Commissioner will seek advice from MDOACF and MDOT per 30-A § 5226(2).

² For Transit-Oriented Development (TOD) definitions see 30-A § 5222 sub-§§ 19-24.

³ For AH-TIF acreage requirement see 30-A § 5247(3)(B). Alternatively, Section B must exclude AH-TIF valuation.

⁴ Downtown/TOD overlap nets single acreage/valuation caps exemption.

⁵ PTZ districts approved through December 31, 2008.



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SECTION B. | Valuation Cap

1. Total TAXABLE municipal valuation—as of April 1, 2024	\$2,460,466,182	
2. Taxable Original Assessed Value (OAV) of proposed Municipal TIF District as of March 31, 2025 (April 1 2024)	\$0.00	
3. Taxable OAV of all <u>existing/proposed</u> Municipal TIF districts in municipality excluding Municipal Affordable Housing Development districts: (List <u>each</u> district name/acreage)	Existing	\$107,143,600
	Proposed	\$0.00
	Total	\$107,143,600
30-A § 5223(3) EXEMPTIONS		
4. Taxable OAV of an <u>existing/proposed</u> Downtown Municipal TIF district	\$80,002,900	
5. Taxable OAV of all <u>existing/proposed</u> Transit-Oriented Development Municipal TIF districts (List <u>each</u> district name/acreage)	0	
6. Taxable OAV of all <u>existing/proposed</u> Community Wind Power Municipal TIF districts (List <u>each</u> district name/acreage)	0	
7. Taxable OAV of all <u>existing/proposed</u> Single Taxpayer/High Valuation ⁶ Municipal TIF districts (List <u>each</u> district name/acreage)	0	
8. Taxable OAV in all <u>existing/proposed</u> Municipal TIF districts common to Pine Tree Development Zones per 30-A § 5250-I (14)(A) excluding any such OAV also factored in Exemptions 4-7 above: (List <u>each</u> district name/OAV)	0	
9. Total taxable OAV [=B3-B4-B5-B6-B7-B8] of all <u>existing/proposed</u> Municipal TIF districts counted toward 5% limit	\$27,140,700	
10. Percentage of total taxable OAV [=B9÷B1] of all <u>existing/proposed</u> Municipal TIF districts (CANNOT EXCEED 5%)	1.10%	

COMPLETED BY

PRINT NAME			
SIGNATURE		DATE	
If this form has not been completed by the municipal or plantation assessor , the assessor must sign and date below, acknowledging he/she agrees with the information reported on this form, and understands the OAV stated in Section B, line 2, will be used to determine the IAV for this District.			
PRINT NAME			
SIGNATURE		DATE	

⁶ For this exemption see 30-A §5223(3)(C) sub-§§ 1-4.



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Exhibit B - Assessor's Certificate



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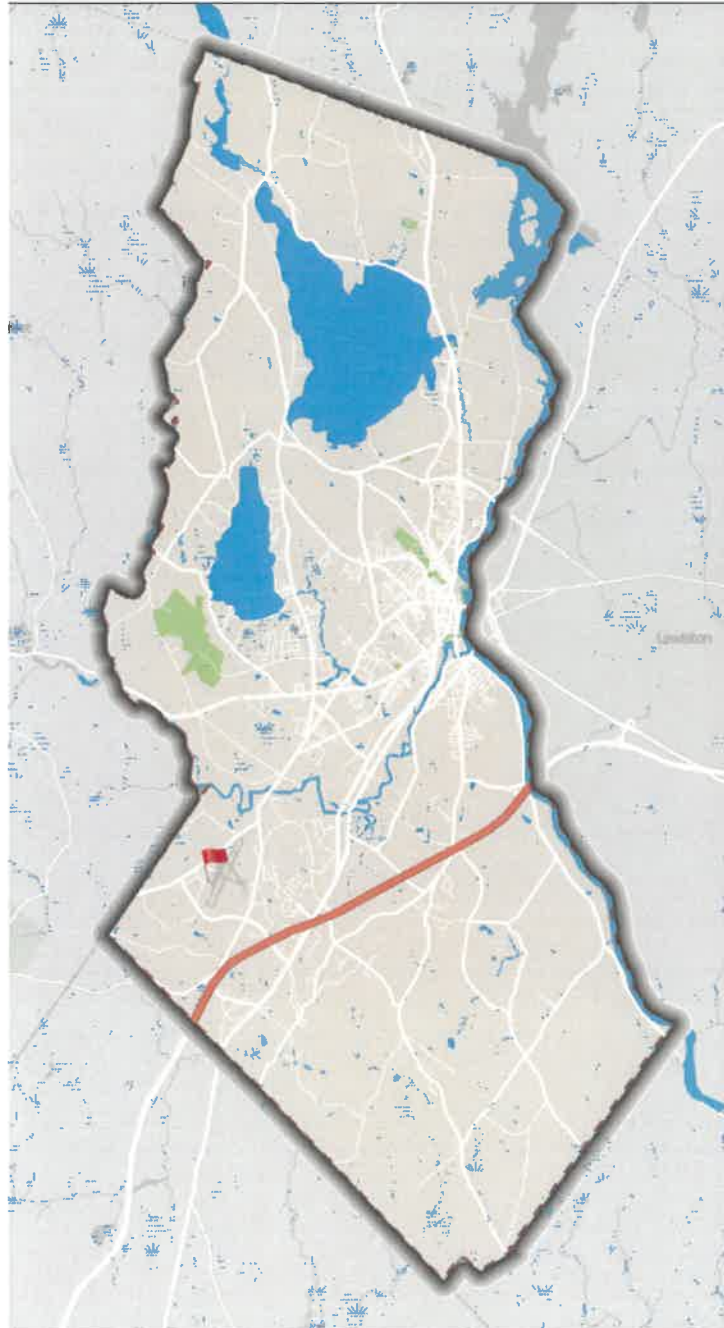


Exhibit C - Map of District Location within Municipality



City of Auburn, Maine
Business & Community Development
Glen Holmes, Director
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

TIF #33 – Exhibit C
Map of District Location within Municipality





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Exhibit D - Map of District Boundaries



City of Auburn, Maine
Business & Community Development
Glen Holmes, Director
60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

TIF #33 – Exhibit D
Map of District Boundaries





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Exhibit E - Annual Revenue Spreadsheet

TIF Name: **TIF #33 -KLEW Hanger**

Assumptions:									
The OAV of the District consists of the parcel(s) identified within the Certificate of Assessor (Exhibit B) and a map of the District can be found in Exhibit C-D.									
The IAV are estimates only based on the preliminary development plan. Actual IAV figures in each year may vary and as a result the projections are subject to change.									
The City intends to capture:		100.0%		of both real & personal property within the district.					
The Mil Rate is		\$22.25		and is based on the current rate at time of application. This rate may change each year and as a result projections are subject to change.					
The Development Program authorizes the city to enter into a credit enhancement agreement for reimbursement up to								100.0%	
The Development Program established a cap of total cumulative reimbursement of no more than								\$750,200.00	
This table contains projections that are subject to a number of risks and uncertainties that could cause the actual values to differ materially from any projections relied upon herein and the actual values are likely to vary especially in later years.									



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Exhibit F - Annual Tax Shift Spreadsheet

EXHIBIT F : Annual Tax Shift Spreadsheet

TIF Name: TIF #33 -KLEW Hanger

TIF Year	Tax Year April 1,	Fiscal Year End June 30,	Education Shift (Avoided Loss) State MIL Rate	Revenue Sharing Shift (Avoided Loss)	County Tax Shift (Avoided Increase)	Total Tax Shift	Net Revenue from CAV to Gen Fund (w/out TIF)
1	2025	2026	\$6.97				
2	2026	2027	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$7,028.03
3	2027	2028	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$7,028.03
4	2028	2029	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$31,503.03
5	2029	2030	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$31,503.03
6	2030	2031	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$55,978.03
7	2031	2032	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$55,978.03
8	2032	2033	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
9	2033	2034	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
10	2034	2035	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
11	2035	2036	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
12	2036	2037	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
13	2037	2038	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
14	2038	2039	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
15	2039	2040	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
16	2040	2041	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
17	2041	2042	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
18	2042	2043	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
19	2043	2044	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
20	2044	2045	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
21	2045	2046	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
22	2046	2047	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
23	2047	2048	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
24	2048	2049	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
25	2049	2050	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
26	2050	2051	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
27	2051	2052	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
28	2052	2053	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
29	2053	2054	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
30	2054	2055	\$3,485.00	\$95.89	\$516.08	\$4,096.97	\$67,103.03
30 Year TIF Totals=			\$101,071.97	\$2,780.92	\$14,966.27	\$118,812.19	\$1,732,387.81
Annual Average=			\$3,369.07	\$92.70	\$498.88	\$3,960.41	\$57,746.26

Assumptions:

The tax shifts resulting from sheltering of valuation from the state school funding formula are based on the state EPS funding model at the most recent MIL rate published. The estimated MIL rate indicated above is applied to a district's state valuation to determine the amount of local property taxes to be raised for education. By sheltering valuation through a TIF, the City avoids having to raise an amount equal to the valuation sheltered. The education rate used to calculate the education tax shift is based on the most recent adjusted mill rate of the Auburn Public School District.

The tax shifts resulting from the sheltering of valuation from the state revenue sharing formula are based on the most recent data available from Maine Revenue Services for the most recent fiscal year as published by the Office of the State Treasurer.

The tax shifts resulting from the sheltering of valuation from the County tax assessment are based on the actual Androscoggin County tax assessments for the most recent five years.

The OAV of the District consists of three parcels as identified on the Certificate of Assessor (Exhibit B) and Map of the District (Exhibit C and D). The increased assessed values are estimates only and based on preliminary development plans for the property in the District as of the date of designation of the District. The actual Increased Assessed Value figures in each year may vary and, as a result, the projections are subject to change.

These tax shift estimates are based on a captured assessed value of 100.0% of the estimated IAV.

The projected tax revenue is based on the estimate of increased assessed value multiplied by a MIL rate of \$22.25

This table contains projections that are subject to a number of risks and uncertainties that could cause the actual values to differ materially from any projections relied upon herein and the actual values are likely to vary especially in later years.



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit G - 10-Day Notice of Public Hearing

**CITY OF AUBURN
NOTICE OF PUBLIC HEARING**

The Auburn City Council hereby provides notice that it will hold a public hearing at 7:00 p.m. on May 19, 2025 in the council Chambers at Auburn City Hall, 60 Court Street, Auburn, Maine, for purposes of receiving public comments on the designation of the proposed new Municipal Tax Increment Financing District #32 the “KLEW Hangars” Development District and the adoption of a Development Program for said new District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed new District will consist of 13.75 acres, which includes two parcels located at the Auburn Lewiston Municipal Airport identified on the City’s tax maps as parcel 131 – 007 (9.74 acres) and a 1.95-acre portion of parcel 143-007. The proposed new District and Development Program will enable the City to capture tax revenues from the new assessed value generated by investments made on the properties within the District related to the construction of up to seven new airplane hangars.

The City proposes offering the developer(s) of the potentially seven new structures a reimbursement of 100% of the property taxes paid by the developer on the new assessed property value in the District resulting from the project over a period of up to 30 years, not to exceed \$125,000 total per building constructed. This reimbursement will enable the developer to construct the necessary improvements needed for the hangars to be constructed.

In addition, the City proposes to allocate the remainder of the tax increment revenues generated from the commercial development activities within the District to municipal projects such as municipal infrastructure, transportation, public safety, and economic development, as well as other costs of public improvements and projects as identified in the Development Program for the District as may be approved and permitted pursuant to Section 5225 of Title 30-A of the Maine Revised Statutes, as amended. The City’s use of tax increment revenues may also be used to pay debt service on bonds issued to finance said public projects. A copy of the proposed Development Program for the new District is on file with the City Clerk at City Hall, 60 Court Street, Auburn, Maine, and may be reviewed during normal business hours. All interested residents are invited to attend the hearing and to be heard at that time.

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central and western Maine

CITY OF AUBURN NOTICE OF PUBLIC HEARING

The Auburn City Council hereby provides notice that it will hold a public hearing at 7:00 p.m. on May 19, 2025 in the council Chambers at Auburn City Hall, 60 Court Street, Auburn, Maine, for purposes of receiving public comments on the designation of the proposed new Municipal Tax Increment Financing District #32 the "KLEW Hangars" Development District and the adoption of a Development Program for said new District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed new District will consist of 13.75 acres, which includes two parcels located at the Auburn Lewiston Municipal Airport identified on the City's tax maps as parcel 131 - 007 (9.74 acres) and a 1.95-acre portion of parcel 143-007. The proposed new District and Development Program will enable the City to capture tax revenues from the new assessed values generated by investments made on the properties within the District related to the construction of up to seven new airplane hangars.

The City proposes offering the developer(s) of the potentially seven new structures a reimbursement of 100% of the property taxes paid by the developer on the new assessed property value in the District resulting from the project over a period of up to 30 years, not to exceed \$125,000 total per building constructed. This reimbursement will enable the developer to construct the necessary improvements needed for the hangars to be constructed. In addition, the City proposes to allocate the remainder of the tax increment revenues generated from the commercial development activities within the District to municipal projects such as municipal infrastructure, transportation, public safety, and economic development, as well as other costs of public improvements and projects as identified in the Development Program for the District as may be approved and permitted pursuant to Section 5225 of Title 30-A of the Maine Revised Statutes, as amended. The City's use of tax increment revenues may also be used to pay debt service on bonds issued to finance said public projects.

A copy of the proposed Development Program for the new District is on file with the City Clerk at City Hall, 60 Court Street, Auburn, Maine, and may be reviewed during normal business hours. All interested residents are invited to attend the hearing and to be heard at that time.

CITY OF AUBURN NOTICE OF PUBLIC HEARING

The Auburn City Council hereby provides notice that it will hold a public hearing at 7:00 p.m. on May 19, 2025 in the council Chambers at Auburn City Hall, 60 Court Street, Auburn, Maine, for purposes of receiving public comments on a Credit Enhancement Agreement (CEA) within Municipal Tax Increment Financing District #10 "Downtown Omnibus" Development District pursuant to the provisions of Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended.

The proposed new Credit Enhancement Agreement will consist of improvements to the structure(s) located at 63 Academy Street and identified on the City's tax maps as Parcel 230-147 consisting of 0.34 acres. The proposed new CEA Program will enable the City to capture tax revenues from new assessed value generated by investments made on the properties within the District related to the rehabilitation of the building.

The City proposes to provide the developer, renovating the building reimbursement of 100% of the property taxes paid by the developer on the new assessed property value of the lot resulting from the project over the remaining seven years ending June 30, 2032. This reimbursement will enable the developer access Historical Tax Credits from the State and Federal Government to make the rehabilitation of the building possible. In addition, the City proposes to allocate the remainder of any of the tax increment revenues generated from the commercial development activities within the District to municipal projects such as municipal infrastructure, transportation, public safety, and economic development, as well as other costs of public improvements and projects as identified in the Development Program for the District as may be approved and permitted pursuant to Section 5225 of Title 30-A of the Maine Revised Statutes, as amended. The City's use of tax increment revenues may also be used to pay debt service on bonds issued to finance said public projects.

A copy of the proposed Development Program for the new District is on file with the City Clerk at City Hall, 60 Court Street, Auburn, Maine, and may be reviewed during normal business hours. All interested residents are invited to attend the hearing and to be heard at that time.

Panel: 'Rele get Maine re

The Infrastructure Rebuilding and Resilience Commission established in the wake of devastating storms in 2023-24 releases its final report on how the state can prepare for powerful storms.

By GRACE BENNINGHOFF
Portland Press Herald

The Maine commission created in the wake of damaging storms has released its final report on how to prepare the state for extreme weather events.

The 24-member Infrastructure Rebuilding and Resilience Commission was established by Gov. Janet Mills in May 2024 after several extreme storms rocked the state in late 2023, wiping out infrastructure and flooding roadways. The commission aimed to create a long-term resiliency plan for the state as extreme storms become



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PUBLIC NOTICE TOWN OF RUMFORD

Notice is hereby given that the Municipal Officers will hold a public hearing on May 15, 2025 at 6:00 p.m. in the Rumford Falls Auditorium on the following application: Liquor License - Swift River Suites - David Arsenault - 867 Route 120

TOWN OF RUMFORD PUBLIC NOTICE

Notice is hereby given that the Municipal Officers will hold a Public Hearing on May 15, 2025 at 6:30 p.m. in the Rumford Falls Auditorium of the Town Hall on the following application:

Taxicab License - G & M Service - 620 Franklin Street - Matthew Dube
George O'Keefe
Town Manager

BID 1

The Town of R
bids for 2 pro
Bid #1-Town
(12 windows
double doors)
Bid #2- Town
room of build
and floor
Building is for
Hartford, Ma
For more info
email hartfor
Bid Deadline:
Send sealed b
to State Str
Please include



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit H - Minutes of Public Hearing



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit I - Record of District Designation and Development Plan Adoption



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit J - Public Project Costs

EXHIBIT J : Public Project Costs

TIF Name: TIF #33 -KLEW Hanger

	Project	Maximum Percentage of CAV	Cost Estimate*	Statutory Citation
	Total =	100.0%	\$1,851,200	
1	<u>Administrative & Professional Services Costs:</u> Costs of prorated portion of salaries of City staff for time associated with creation and administration of District, and fund costs of professional services associated with creation and administration of District. Costs related to the administration and facilitation of management and monitoring of this TIF, not to exceed the indicated percentage of the revenue generated from captured assessed value of the development district.	2.0%	\$37,024	30-A M.R.S. §5225(1)(A)(4); (1)(A)(5); (1)(A)(7)
2	<u>Economic Development Programs:</u> Costs of the City's economic development programs, including, but not limited to, marketing costs, prorated portions of staff salaries devoted to supporting and administering TIF programming, and other related operating expenses for the City's Economic Development Department. Costs related to the economic development programs, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	0.0%	\$0	30-A M.R.S. § 5225(1)(C)(1); (1)(C)(3);
3	<u>Road Improvements within or outside the district:</u> Design, construction, engineering, other associated costs of road construction, sidewalk and pedestrian crossing safety improvements on roads located within the District or outside the District but directly related to or made necessary by the District, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	5.0%	\$92,560	30-A M.R.S. § 5225(1)(A)(1); (1)(B)(1)
4	<u>Public Safety Facility within the city:</u> Costs related to the construction or operation of a public safety facility in the City, the need for which is related to general economic development within the City, not to exceed 15% of the revenue generated from the captured assessed value of the development district.	15.0%	\$277,680	30-A M.R.S. § 5225 (1)(C)(9)
5	<u>Public Infrastructure within or outside the district:</u> Eligible recreational trail-related development district capital costs include but are not limited to new or existing trails, including bridges that are part of the trail corridor, used all or in part for all-terrain vehicles, snowmobiles, hiking, bicycling, cross-country skiing or other related multiple uses, signs, crosswalks, signals and warning systems and other related improvements, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	15.0%	\$277,680	30-A M.R.S. §5225(1)(A)(2)
6	<u>Housing Development within the city:</u> Costs associated with the development and operation of housing, including, but not limited to, authorized project costs for improvements as described in section 5249 even if such improvements are not made within an affordable housing development district as defined in section 5246, subsection 2, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	0.0%	\$0	30-A M.R.S. § 5225 (1)(A)(9); 30-A M.R.S. § 5249 (1)(A)(5); (1)(A)(7)
7	<u>Economic Development related to Housing within the city:</u> Costs of improvements that are made outside the tax increment financing district but are directly related to or are made necessary by the establishment or operation of the district, including, but not limited to project costs for improvements as described in section 5249 in support of municipal economic development activities regardless of whether such costs are within an affordable housing development district as defined in section 5246, subsection 2, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	0.0%	\$0	30-A M.R.S. § 5225 (1)(B)(4); 30-A M.R.S. § 5249 (1)(A)(8)
8	<u>Administrative Facilities:</u> Capital costs related to the construction or renovation of the City's central administrative office, the need for which is related to economic development within the City, up to 50% of such costs, not to exceed 15% of the captured assessed value within the District.	15.0%	\$277,680	30-A M.R.S. § 5225(1)(C)(12)
9	<u>Capital Costs within the district:</u> Costs of improvements made within the district related to the acquisition or construction of land, structures, fixtures or equipment, or the demolition, alteration, remodeling, repair or reconstruction of buildings, structures and fixtures for public, recreational trail, commercial or transit use including, but not limited to site preparation, finishing work, real property assembly costs and other capital costs or debt service related to such improvements such as licensing, permitting, planning, engineering and architectural and legal expenses, and credit enhancement agreement payments, not to exceed the indicated percentage of the revenue generated from the captured assessed value of the development district.	48.0%	\$888,576	30-A M.R.S. § 5225 (1)(C)(9); (1)(B)(1)

*These are estimates only. The City may allocate revenues generated by the district across approved project cost categories as needed. Similar program costs contained within other current and future TIFs may be combined.



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit K - Comprehensive Downtown Redevelopment Plan

N/A



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit L - Transit-Oriented Development District Map

N/A



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit M - Credit Enhancement Agreement(s)

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF AUBURN, MAINE

and

DATE: _____, 2025

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2025, between the City of Auburn, Maine (the “City”), a municipal corporation and political subdivision of the State of Maine, and Fielding Properties LLC. (the “Developer”), a Maine corporation with a principal place of business located 420 US Route 1, Scarborough, Maine 04074.

WITNESSETH THAT

WHEREAS, the Developer owns property located on the site of the Auburn-Lewiston Municipal Airport in Auburn, Maine (the “Property”), and intends to construct a hangar at that location (the “Project”); and

WHEREAS, Developer has requested that the City establish the Omnibus #33 KLEW Airport Hangers Tax Increment Financing Development District (the “District”) and provide assistance to Developer in connection with the development of the Project by utilizing Tax Increment Financing, as permitted by Chapter 206 of Title 30-A of the Maine Revised Statutes;

WHEREAS, by its authorization of this Agreement, the City intends to designate the District and the terms of this Agreement shall constitute the Development Program for the TIF District. The term of the TIF District shall be 30 years, commencing in Tax Year 2026 and ending in Tax Year 2056;

WHEREAS, the City designated the District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, by vote at a City Council Meeting held on _____, 2025 (the “Vote”); and

WHEREAS, the City received the approval of the District and the Development Program by the Maine Department of Economic and Community Development dated _____, 2025; and

WHEREAS, the Development Programs contemplates the execution and delivery of such an agreement by the City and the Developer; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program; and

WHEREAS, the cost to complete the Project and maintain the activity and employment opportunities in the City of Auburn requires financial assistance from the City to ensure completion of the Project; and

WHEREAS, completion of the Project will contribute to the economic growth and well-being of the City, and enable public facilities and improvements to the betterment of the health, welfare and safety of its inhabitants; and

WHEREAS, the City has decided to induce the Developer to undertake the Project through the use of this Agreement.

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” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“CEA Year(s)” shall have the meaning given such term in Section 2.3(a) hereof.

“City” shall have the meaning given such term in the first paragraph hereto.

“City Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the City uses as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

“City Payments” means for each CEA Year the Developer Percentage of the Increased Assessed Value payable in accordance with the terms of this Agreement.

“Commissioner” means the Commissioner of the Maine Department of Economic and Community Development.

“Current Assessed Value” means the then current assessed value of real property within the District as determined by the City Tax Assessor as of April 1 of each Tax Year during the term of this Agreement.

“Department” means the Maine Department of Economic and Community Development.

“Developer” shall have the meaning given such term in the first paragraph hereto.

“Developer Percentage” means 100 percent (100%) of the Increased Assessed Value in each Tax Year on which Property Tax payments are made by the City to the Developer as City Payments under the terms of this Agreement, subject to the limitations set forth herein, until the total amount paid by the City to the Developer reaches \$125,000.

“Developer Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund set aside for the Developer as described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof

“Developer Property” or “Property” means the which comprises the Project, consisting of the parcel identified in Omnibus #33 KLEW Airport Hangers TIF .

“Development Program” means the provided plans and financial plan for the District adopted by the City, as amended.

“Development Program Fund” means the Program Fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A § 5227(3)(A)

“District” means the Omnibus #33 KLEW Airport Hangers Tax Increment Financing Development District more particularly described in the Development Program and to be designated by the City pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by vote at the City Council Meeting, and depicted on the attached Exhibit.

“Financial Plan” means the financial plan described in the “Financial Plan” Section of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each CEA Year, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in the corresponding CEA Year.

“Incremental Property Tax Payments” means all real property tax payments related to the Increased Assessed Value, inclusive of interest thereon and the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien to the extent of the amount of such lien and interest thereon, in each case to the extent attributable to such levy.

“Original Assessed Value” means the taxable assessed value of the real property within the District as of March 31, 2024 (April 1, 2025).

“Project” means the renovation of a building to be used as described in the Development Program.

“Project Cost Account” means that portion of the Development Program Fund for the District as defined in the Financial Plan Section of the Development Program and established and maintained according to Title 30-A M.R.S.A. § 5227(3)(A)(1) and Article II hereof.

“Property Tax” means any and all *ad valorem* property taxes levied, charged or assessed against real property located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid within the District to the City in any Tax Year, excluding any state, or special district tax, including any scheduled payments thereof, interest thereon and the net proceeds of the redemption or sale of

property sold as a result of foreclosure of the lien to the extent of the amount of such lien and interest thereon, in each case to the extent attributable to such levy.

“Tax Payment Date” means the date(s) on which property taxes levied by the City are due and payable from the owners of property located within the City.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. §5222(18), as amended, to wit: April 1 to March 31. Each Tax Year corresponds to a particular Fiscal Year. Each CEA Year occurs during a Fiscal Year.

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 approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) 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.

ARTICLE II TIF DISTRICT, DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Establishment of TIF District.

The City hereby establishes TIF District as an Omnibus Municipal Tax Increment Financing District for a term of thirty years to be effective beginning in Tax Year 2026 for the purpose of facilitating the terms of this Agreement. It is anticipated that there will be multiple individual projects and TIF Programs within the TIF District.

Section 2.2 Creation of Development Program Fund.

The City shall create and establish a segregated fund in the name of the City designated as “Omnibus #33 KLEW Airport Hangers Tax Increment Financing District Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3). The Development Program Fund shall consist of the Project Cost Account that is pledged to and charged with the payment of project costs as outlined in the Financial Plan of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1). The Development Program Fund is pledged to and charged with the payment of costs in the manner and priority provided in 30-A M.R.S.A. § 5227(3)(B).

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Subaccount described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer and/or the Trustee hereunder in and to the amounts on deposit.

Section 2.3. Retention of Increment; Deposits into Development Program Fund.

(a) Commencing with the Tax Year beginning April 1, 2026, and for a period not to exceed thirty (30) years, ending March 31, 2056 (each a “CEA Year” and collectively the “CEA Years” herein), the City shall retain at least the Developer Percentage of the Increased Assessed Value within the District for the benefit of the Developer as set forth herein.

(b) For each of the CEA Years, the City shall deposit into the Developer Project Cost Subaccount an amount equal to the Developer Percentage of each Incremental Property Tax Payment paid on Increased Assessed Value, up to a cumulative amount of \$125,000. Such deposits shall be made by the City within 10 business days after the Property Tax due date at the time in effect; currently due semi-annually on each September 15 and March 15. In the event any such payment allocable to the Developer Percentage of Incremental Property Tax Payments is not timely paid to the City, the City shall deposit such payment (plus any allocable interest) within 10 business days of receipt of such payment.

(c) Notwithstanding anything to the contrary contained herein, all allocations to the Developer Project Cost Subaccount and payments to the Trustee for deposit therein shall cease at the conclusion of the term of this Agreement identified in Section 2.3(a) hereof subject to extension as identified in Section 6.1(a) hereof.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Developer Project Cost Subaccount shall in all cases be used and applied to fund fully the City's payment obligations to Developer described in Articles II and III hereof. All monies required to be deposited in the Developer Project Cost Subaccount shall be used by the Developer for construction of the Project.

Section 2.5. Monies Held in Trust.

Except as otherwise provided in this Agreement, all monies required to be deposited with or paid into the Developer's Program Fund are to fund payments to the Developer under the provisions hereof and the provisions of the Development Program for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.6. Investments.

Monies in the Developer's Project Cost Sub-Account may 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 so invested are 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 such account. The City shall have the sole and exclusive right to designate the investments to be sold and to direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Sub-Account of the Development Program Fund.

Section 2.7. Reporting Obligations.

Developer covenants and agrees to provide the City promptly upon request with all documentation reasonably required by the City to confirm the costs and completion of the projects set forth in Section 2.4.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Company Payments.

(a) The City agrees to pay Developer all amounts then on deposit in the Company Project Cost Subaccount, on or before thirty (30) days following the Tax Payment Date.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a valuation dispute or otherwise, the City shall be under no obligation to pay Developer's share of the disputed portion of the Tax Increment Revenues to Developer. In such a circumstance, the property taxes actually paid with respect to such Tax Payment Date shall be applied to taxes due on account of Original Assessed Value and, next to Sinking Fund Account as applicable, to the taxes due on account of the allocation of TIF Revenues for the City Project Cost Subaccount, and next to the taxes due in account of the allocation of TIF revenues for the Company Project Cost Subaccount.

Section 3.2. Failure to Make Payment.

(a) In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into Development Program Fund is insufficient to reimburse Developer for the full amount due to Developer under this Agreement the City shall be in breach of the terms hereof, and the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. The Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, subject to the limitations of Section 3.3 below.

Section 3.3. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into Company Project Cost Subaccount in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV FURTHER INSTRUMENTS AND BOOKS AND RECORDS

Section 4.1. Further Instruments and City Costs.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.2. Access to Books and Records.

(a) All non-confidential books, records and documents in the possession of the City relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by Developer, its agents and employees.

(b) All non-confidential books, records, lease agreements and documents in the possession of Developer relating to the District, the Development Program, this Agreement and

the monies, revenues and receipts used from the Development Program Fund shall at all reasonable times and upon reasonable notice be open to inspection by City, its agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. 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 amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into Development Program Fund, including the Company Project Cost Subaccount, as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;
- (d) If a decree or order of a court, or agency or supervisory authority having jurisdiction in the premises of 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 the Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer 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 Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (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 Developer;
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent; and
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than sixty (60) days.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.9, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.9 below concerning dispute resolution, no remedy herein conferred upon or reserved to any 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 every other 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 Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies 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 right 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 parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1. Effective Date and Term.

This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the City and the Developer hereunder or upon any earlier termination as provided in this Agreement.

Upon receipt of such approval, this Agreement shall remain in full force from April 1, 2026 and shall expire March 31, 2036 or sooner upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer 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 VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Pledge and/or Assignment.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank or financial institution to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishment, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or assignment.

Section 7.2. Transfer

Except as specified in Sections 7.1 and 8.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such 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 8.2. 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 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 Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability.

(a) No covenant, stipulation, obligation or agreement of the City 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 the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of the Developer in his or her individual capacity, and no officer, employee or agent of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. 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 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.8. Integration.

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

Section 8.9. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Auburn, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration clause shall not bar the City's assessment or collection of property taxes in accordance with law, including by judicial proceedings, including tax lien thereof.

Section 8.10. Records.

The City shall maintain a record demonstrating its calculation of the Increased Assessed Value and Tax Increment Revenues within the District as it relates to deposits to the Development Program Fund pursuant to Article II and payments to the Developer under Article III of this Agreement, and shall provide Developer with a copy of the same upon request.

Section 8.11. Notices.

All notices, certificates, requests, requisitions or other communications by the City or 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:

Phillip Crowell
City Manager
City of Auburn
60 Court Street
Auburn, ME 04210

With a copy to:

Kevin R. Haley, Esq.
Brann & Isaacson
113 Lisbon Street
P.O. Box 3070
Lewiston, Maine 04243

If to Developer:

Fielding Properties LLC.

420 US Route 1
Scarborough, ME 04074

With a copy to:

?

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF AUBURN

By: _____

Name: Phillip L. Crowell, Jr.

Its City Manager Duly Authorized by the City
Council on December 4, 2023

WITNESS:

FIELDING'S OIL & PROPANE CO., INC.

By: _____

Name: _____

Its: _____



**Department of Economic and Community Development
Municipal Tax Increment Financing
Application**



Exhibit N - Municipality TIF Policy

**CITY OF AUBURN
TAX INCREMENT FINANCING
&
CREDIT ENHANCEMENT
POLICY
AND
GUIDELINES**

The following are the City of Auburn Tax Increment Financing (TIF) Policy and Credit Enhancement Agreement Application Guidelines.

I. Purpose and Introduction

TIF allows municipalities to "shelter" new value resulting from private investment from the calculation of its State subsidies (education and revenue sharing) and County taxes. A municipality's total equalized assessed value is used to calculate General Purpose Aid to Education (subsidy), State Revenue Sharing (subsidy), and County taxes (expense). When a municipality's equalized assessed value increases, State Aid for Education decreases, municipal revenue sharing decreases, and the municipality pays a greater portion of County taxes. Specific municipal shelter benefits for the term of the TIF include: No reduction in State aid for education, no decrease in municipal revenue sharing, and no increase in County taxes (assuming 100% capture).

A Tax Increment Financing District is a tool available to the City of Auburn to promote economic development. TIF enables the City to revitalize and redevelop designated areas and build community and economic growth through public-private partnerships. The TIF District allows the City to capture some or all of the incremental real and/or personal property tax revenues derived from new development or expansion of an existing development and provides a means of financing the economic and community development goals of Auburn as set forth in the Development Program of the District adopted by the City Council and as authorized by state law. The captured tax revenues from a TIF District can be used to finance municipal investments and City infrastructure projects; and can also be used to provide incentive or financing to a private development in the form of an associated Credit Enhancement Agreement (CEA), as authorized by the Development Program of the District and state law.

These guidelines are to provide guidance and outline standards for the development of TIF's and CEA's in the City when utilizing TIF Districts and TIF revenue for the City's development and redevelopment efforts. Notwithstanding compliance with any or all of these guidelines, the creation of a TIF District or authorization of a Credit Enhancement Agreement is a policy decision of the City of Auburn to be evaluated by the City on a case-by-case basis. Adopting this policy or any TIF District does not create a right or entitlement to assistance by any applicant.

II. Eligibility for Assistance

Economic development projects may be eligible for Tax Increment Financing assistance from the City when they meet the following standards:

- Would not occur without City assistance.
- Create or retain employment opportunities.
- Significantly expand the City's tax base by a minimum of \$1,000,000.
- Diversify the economy and tax base of the City
- Conform to the quality and types of development the City seeks as outlined in the Comprehensive Plan, Strategic Plan, Downtown Revitalization Plan, Economic Development Action Plan, and Zoning Ordinances.
- Demonstrate a public benefit, such as expanding public infrastructure to service areas beyond the project or creating job opportunities or affordable housing.
- Public benefits from development must outweigh any possible adverse impacts on existing businesses or residents of the City.

The City provides TIF assistance through a Credit Enhancement Agreement that provides developers with reimbursement of a percentage of the property tax revenue paid on the increased assessed value (or incremental value) of their property. Tax revenue on the incremental value returned to the developers under a Credit Enhancement Agreement will not exceed an average of 75% of the incremental taxes over the life of the particular tax increment financing district or the Credit Enhancement Agreement. Further, the City Council may establish a cap on the total incremental taxes to be reimbursed to a developer under a CEA on an annual and/or cumulative basis. The applicant is required to submit all documentation required by the City in consideration of a Credit Enhancement Agreement. A Public Hearing shall be held to receive public comment on a completed CEA application at least ten days prior to a meeting at which the CEA is being considered for approval by the City Council.

III. Application Process

The City has established an Application for Tax Increment Financing & Credit Enhancement Agreement. Applications (whether initiated by the City or requested by a developer or business) will be reviewed by the Business and Community Development Department Staff and considered by the City Manager. Applications for a new TIF District or an amendment to an existing TIF District are subject to final approval by the City Council and the Maine Department of Economic and Community Development (DECD). The specific terms of TIF assistance through a CEA will be negotiated between the City and the applicant on a case-by-case basis. The City Manager or the City Manager's designee will negotiate for the City, and all recommendations for TIF assistance shall be based on the merits of the project and compliance with these guidelines. Based on City Council direction and approval, Business and Community Development staff will coordinate all activities regarding applications and will prepare materials as needed. The Director of Business and Community Development will assist the developer through the process. They will monitor ongoing investments in the development project if TIF assistance is granted.

All applicants for TIF assistance must pay a \$500 non-refundable application fee at the time of submission. All applicants are required to reimburse the City of Auburn for all legal and administrative costs incurred as a result of the TIF proposal, including the cost of preparing all materials necessary to establish a new TIF District, amend an existing TIF District and draft the Credit Enhancement Agreement. If a Credit Enhancement Agreement is approved, an annual fee equal to 2% of the incremental tax reallocated back to the project will be assessed.

IV. Waiver of Provisions

The City of Auburn reserves the right under certain conditions to waive the provisions of the policy. The decision to do so shall be made by applying the following guidelines to ensure that the project remains within the general parameters of the Auburn Comprehensive Plan and community development vision(s). Criteria to be considered with granting a waiver are:

- Consistency with the Auburn Comprehensive Plan
- Consistency with the Downtown Revitalization Plan
- Consistency with the City's Economic Development Plan
- Consistency with the Development Plan of the TIF District
- Consistency with other local, State, and Federal laws/rules
- Evidence of need, and
- Capacity to carry out the project

V. Mandatory Guidelines

In all instances, applicants for tax increment financing and Credit Enhancement Agreements must demonstrate that the City's participation is economically needed to undertake the project. Such justification is demonstrated by:

- Need to offset infrastructure costs unique to the site
- Need to offset economic advantages available if it should develop a project or expand operations outside of Auburn
- Lack of sufficient funding sources to meet the entire capital investments needed to undertake the project
- The project creates significant new tax value throughout the Downtown District and other areas the City Council deems necessary
- The developer is financially capable of undertaking the project
- The developer is compliant with all statutory and regulatory guidelines of the City of Auburn and the State of Maine

VI. Guidelines that Determine the Level of Municipal Participation

Although the applicants' project need not meet each of the following criteria, the following will be used to determine the City of Auburn's participation level.

- Assists an established business in Auburn, retaining existing employment opportunities
- Creates long-term permanent and quality employment opportunities
- Contributes to the revitalization of the Downtown District or other areas in need of development or redevelopment
- Improves a blighted building site in need of rehabilitation
- Creates public infrastructure facilities that have applications beyond the particular development, road improvements, parking, sidewalks, green space, etc.
- Supports or will support community projects, job training, internships, and programs that assist the under-employed and supports local contractors and suppliers.

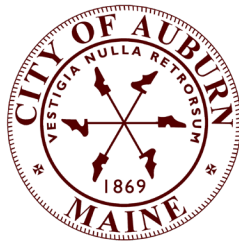
VII. Transfer of Ownership

If the applicant transfers ownership of property in the TIF District subject to a CEA to which the applicant is a party, the applicant must notify the City Manager in writing prior to finalizing the transfer. The prospective new owner must agree, in writing, to accept the provisions of the agreement as presented to and approved by the City Council before the City will release any further TIF reimbursements under the CEA. Failure to provide notice of a transfer of ownership by the applicant or for the prospective new owner to accept the terms of the CEA before the transfer shall render the CEA invalid, and no further payments under it shall be authorized.

VIII. Annual Expenditure of TIF Revenues for Municipal Projects

Each year the Director of Business and Community Development will review all proposed TIF Revenue expenditures as part of the City Budget process to ensure compliance with the existing TIFs.

Annual allocations of TIF revenues to fund existing Credit Enhancement Agreement commitments will be factored into the annual review of the use of the available TIF revenues and estimates of proposed Credit Enhancement Agreements will be calculated by the City Assessor and City Treasurer and provided to the City Manager for review and consideration.



City Council Order

IN CITY COUNCIL

ORDER OF THE AUBURN CITY COUNCIL May 19, 2025

WHEREAS, the Developer leases property located on the site of the Auburn-Lewiston Municipal Airport in Auburn, Maine (the “Property”), and intends to construct a hangar at that location (the “Project”); and

WHEREAS, Developer has requested that the City establish the Omnibus #33 KLEW Airport Hangers Tax Increment Financing Development District (the “District”) and provide assistance to Developer in connection with the development of the Project by utilizing Tax Increment Financing, as permitted by Chapter 206 of Title 30-A of the Maine Revised Statutes;

WHEREAS, by its authorization of this Agreement, the City intends to designate the District and the terms of this Agreement shall constitute the Development Program for the TIF District. The term of the TIF District shall be 30 years, commencing in Tax Year 2026 and ending in Tax Year 2056;

WHEREAS, the City designated the District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, by vote at a City Council Meeting held on _____, 2025 (the “Vote”); and

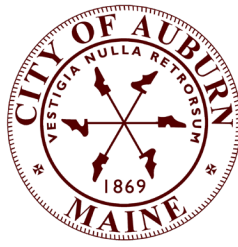
WHEREAS, the City received the approval of the District and the Development Program by the Maine Department of Economic and Community Development dated _____, 2025; and

WHEREAS, the Development Programs contemplates the execution and delivery of such an agreement by the City and the Developer; and

WHEREAS, the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program; and

WHEREAS, the cost to complete the Project and maintain the activity and employment opportunities in the City of Auburn requires financial assistance from the City to ensure completion of the Project; and

WHEREAS, completion of the Project will contribute to the economic growth and well-being of the City, and enable public facilities and improvements to the betterment of the health, welfare and safety of its inhabitants; and



City Council Order

WHEREAS, the City has decided to induce the Developer to undertake the Project through the use of this Agreement.

NOW THEREFORE, the City Council hereby Orders as follows:

Section 1. The City Council hereby finds and determines that:

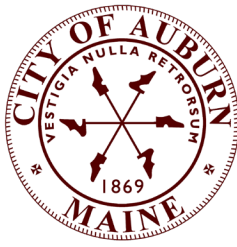
(a) Adoption and implementation of the District and the Development Program will generate substantial economic benefits for the City and its residents, including employment opportunities, broadened and improved tax base and economic stimulus, and therefore constitute a good and valid public purpose and will contribute to the economic growth or well-being of the inhabitants of the City or to the betterment of the health, welfare or safety of the inhabitants of the City; and

(b) The City Council has considered all evidence presented to it with regard to any adverse economic effect on or detriment to any existing business and has found and determined that adoption and implementation of the District and the Development Program will not result in a substantial detriment to any existing business in the City, and any adverse economic effect of the District and the Development Program on any existing business in the City is outweighed by the contributions expected to be made by the projects and improvements described in the District and the Development Program to the economic growth or well-being of the City or to the betterment of the health, welfare or safety of the inhabitants of the City.

Section 2. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City Council hereby designates the City of Auburn Municipal Development and Omnibus Tax Increment Financing District #33 (the "KLEW Airplane Hangar Development District") as presented to the City Council.

Section 3. Pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, the City Council hereby adopts the Development Program for the KLEW Airplane Hangar Development District in the form presented to the City Council.

Section 4. The foregoing designation of the District and adoption of the Development Program shall automatically become final and shall take full force and effect upon approval of the District and Development Program by the Commissioner of the State of Maine Department of Economic and Community Development (DECD), without requirement of any further action by the City, the City Council, or any other party.



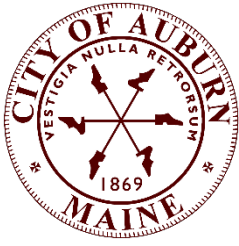
City Council Order

Section 5. Pursuant to the provisions of 30-A M.R.S.A. §5227, the percentage of the Increased Assessed Value to be retained as Captured Assessed Value in the District and the term of said District is confirmed as set forth in the Development Program.

Section 6. The City Manager be and hereby is authorized and directed, on behalf of the City of Auburn, Maine, to submit to the Commissioner of DECD for review and approval, pursuant to the requirements of 30-A M.R.S.A. §5226(2), the application and such other documentation as may be necessary or appropriate for the final approval of this District and the Development Program. The City Manager is further authorized and empowered, at his or her discretion from time to time, to make such technical revisions to the District or the Development Program for the District, or to the scope, cost or description of the public improvements to be financed with the portion of tax increment revenues generated by the District and retained by the City as described in the Development Program, as the City Manager deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District and Development Program by DECD, or for any other reason, so long as such revisions are not inconsistent with these resolutions or the basic structure and intent of the District and the Development Program.

Section 7. The City Manager be and hereby is authorized, empowered and directed to enter into the agreements contemplated by the Development Program, in the name of and on behalf of the City, such agreements to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as the City Manager may approve, the City Manager's approval to be conclusively evidenced by his or her execution thereof.

This Order shall take effect immediately upon adoption.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025

ORDER 51-05192025

Author: David Hediger, Director of Planning

Subject: Initiating Zoning Ordinance Amendment: General Business and Multifamily Suburban District Density Requirements

Information: This item considers a zoning ordinance amendment to revise the density requirements in the General Business (GB) and Multifamily Suburban (MFS) Districts. The density of both districts is currently regulated by Sec. 60-307.

The city continues to see a strong interest in residential development. Many of the approved projects involve larger multifamily structures. Developers have also expressed interest in projects that include a variety of housing types—such as one-family, two-family, and multifamily dwellings—as part of a single development. However, the current zoning in the GB and MFS districts makes it more difficult to offer one and two-family housing types, as it limits the amount of development that may occur per acre more strictly for the structures with lower unit counts. The ordinance currently lacks flexibility, making it challenging for developers to include multiple housing types in a single project. This has become a barrier to mixed-housing developments that align with current market demand.

The current ordinance uses graduated density limits based on housing type:

- One-family: 4 units/acre
- Two-family: 6 units/acre
- Multifamily: 17 units/acre

The proposed ordinance would allow for a single maximum density of 17 units per acre for any development with a mixture of one family detached, two family, and/or multifamily dwellings. This approach is less restrictive than the current ordinance and provides developers with more options in terms of housing types, while keeping the overall lot density unchanged.

Additional changes in the proposed amendment update language to be more consistent with existing terms and definitions used in the zoning ordinance (i.e., dwelling vs. housing).

Density standards for lots with only one dwelling type remain unchanged.

This amendment provides greater flexibility, encourages more efficient land use, and simplifies mixed-housing development.

City Budgetary Impacts: None anticipated.

Staff Recommended Action: Determine if the city council wishes to initiate a zoning amendment by sending this proposal to the planning board for public hearing.

Previous Meetings and History: None.

City Manager Comments:

I concur with the recommendation. Signature:



Attachments: Map of impacted districts, proposed amendment, order

5/13/25

Amendment to Chapter 60, Article IV, Division 7, Sec. 60-307. Dimensional Regulations, as it relates to the General Business and Multifamily Suburban Districts

Sec. 60-307. Dimensional regulations.

All structures in this district, except as noted, shall be subject to the following dimensional regulations.

- (1) *Minimum lot area, width and depth.* For each ~~building erected on a lot, there shall be provided the minimum required lot area, width, and depth as follows:~~
 - a. ~~Building housing one family~~One Family Detached Dwellings: 10,000 square feet minimum lot area, not less than 100 feet width, and 100 feet in depth.
 - b. ~~Buildings housing two families~~Two Family Dwellings: 12,000 square feet minimum lot area, not less than 100 feet width, and 100 feet in depth.
 - c. Multifamily ~~buildings~~Dwellings: 10,000 square feet minimum lot area for the first dwelling unit and 2,000 square feet minimum lot area for each additional dwelling unit. No lot shall be less than 100 feet width and 100 feet in depth. ~~More than one principal building per lot is allowed.~~
 - d. For a lot containing a mixture of one family detached, two family, and/or multifamily dwellings, the entire lot shall be subject to a minimum lot area requirement of 10,000 square feet for the first dwelling unit and an additional 2,000 square feet for each additional dwelling unit.
- (2) *Density.* ~~The following~~A maximum ~~densities~~density of 17 dwelling units per acre shall apply to any residential development with two or more dwelling units on a single lot, regardless of building configuration or according to housing type:

One-family	<u>4 units per acre</u>
Two-family	<u>6 units per acre</u>
Multifamily	<u>17 units per acre</u>

~~Not less than 50 percent of the net acreage shall be devoted to green area. Green space shall be deemed to include patios, whether paved or not, pedestrian walks, and landscaping within parking lots, but no off-street parking spaces, driveways, or common roads. For townhouse projects, the green area of individual lots may be counted toward the 50 percent green space requirement of the project. Net acreage shall include all land contained within the project except dedicated streets or street rights-of-way shown on the city's adopted master development plan or proposed to be so included within a reasonable period of time.~~

- (3) *Yard requirements.*
 - a. *Rear.* There shall be behind every building a rear yard having a minimum depth of 25 feet or 25 percent of the average depth of lot, whichever is less.
 - b. *Side.* There shall be a minimum distance of five feet between any building and the side property line plus the side yard setback shall be increased one foot for every five feet or part thereof increase in street frontage over 50 feet to a maximum of 15 feet for side yard setback.
 - c. *Front.* There shall be in front of every building a front yard having a minimum depth of 25 feet or 25 percent of the average depth of the lot whichever is less.

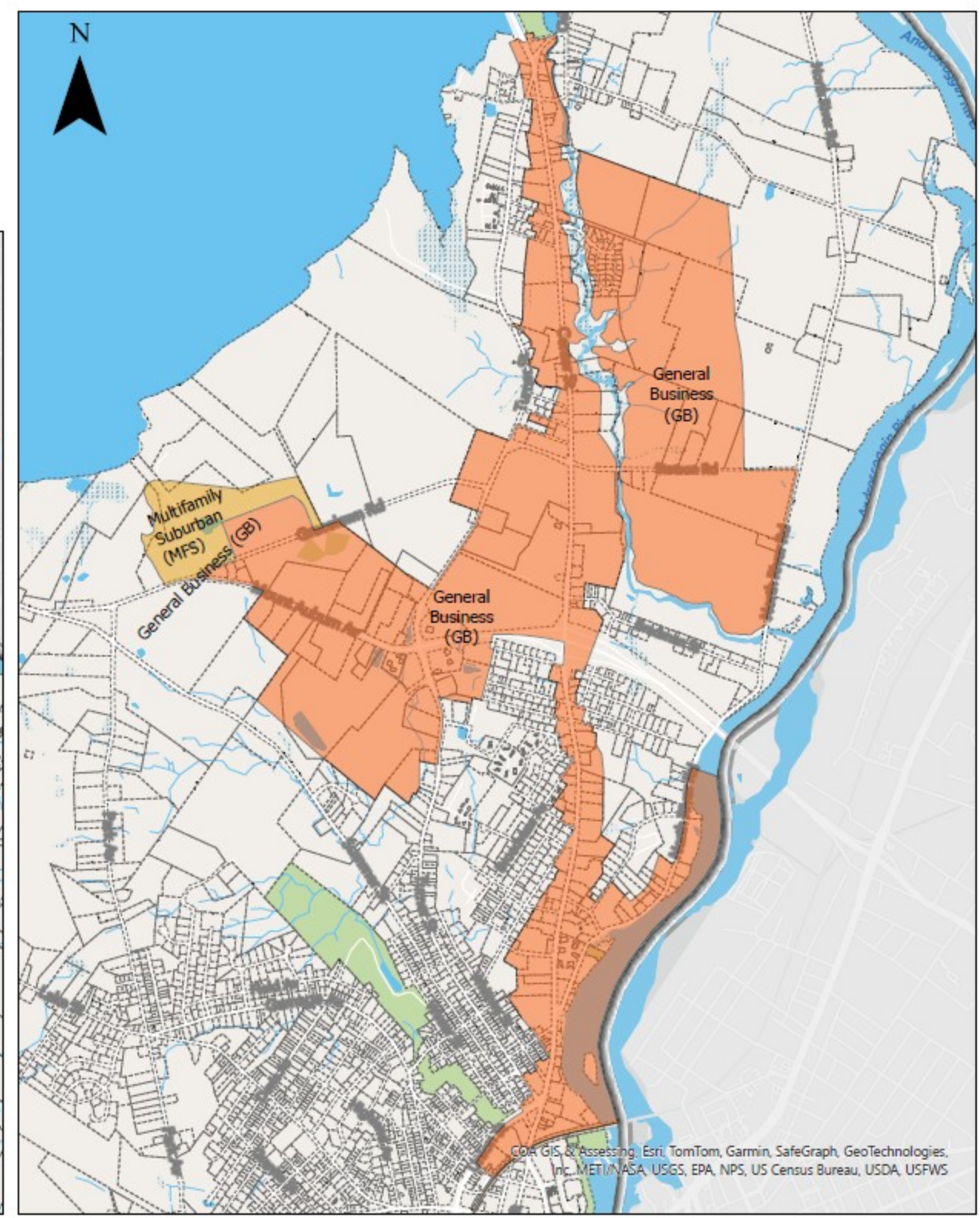
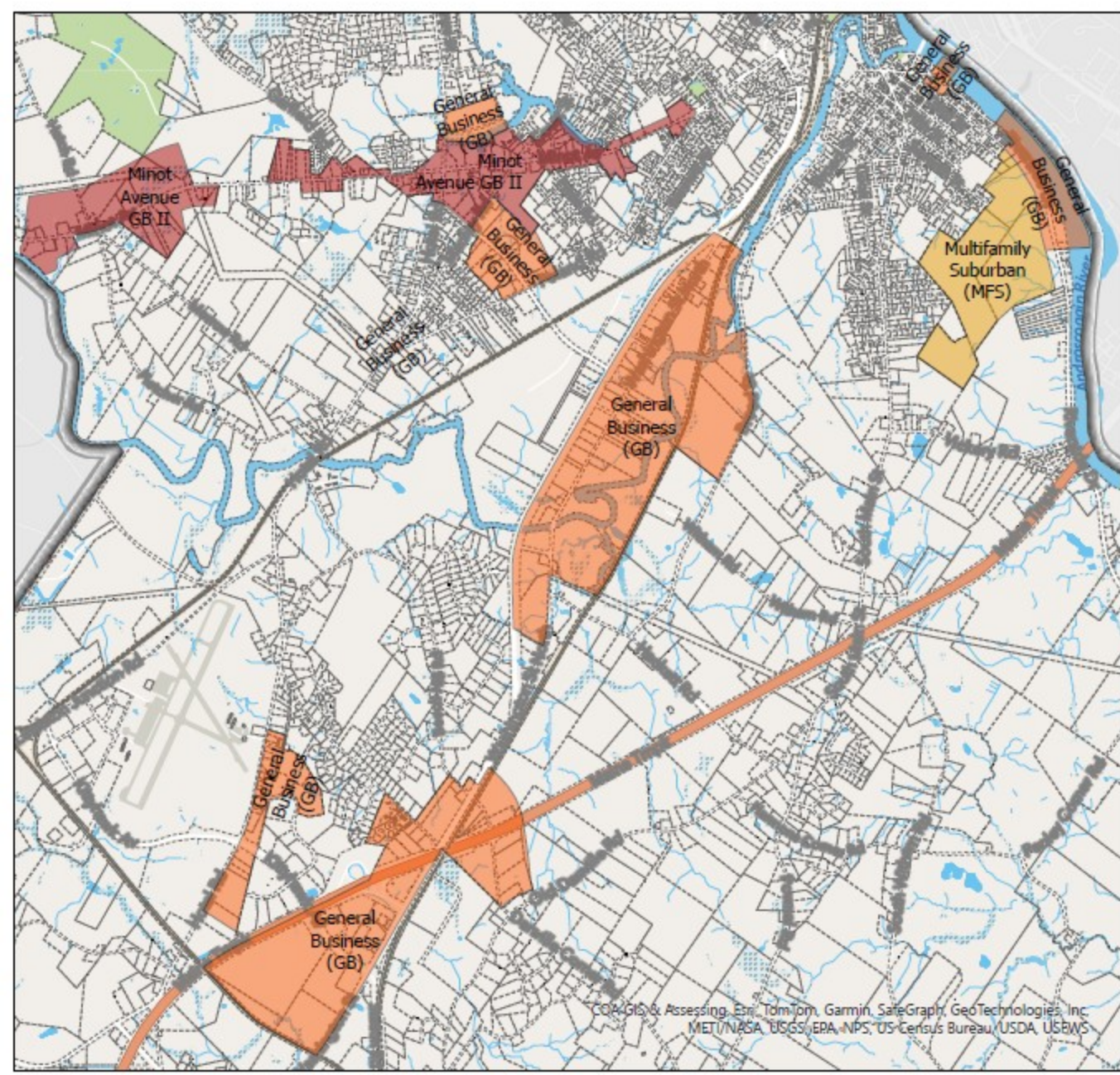
- d. *Principal buildings.* More than one principal building may be erected on a lot, provided that the buildings meet all yard setback requirements and are separated by a distance equivalent to the height of the higher building or 30 feet, whichever is greater.
 - e. *Green space.* Not less than 50 percent of the net acreage of each lot shall be devoted to green space. For the purposes of this section, green space shall include patios, whether paved or not, pedestrian walks, and landscaping within parking lots, but shall not include wetlands, buffer areas, off-street parking spaces, driveways, or common roads. Net acreage shall include all land contained within each lot except dedicated streets or street rights-of-way shown on the city's adopted master development plan or proposed to be included within a reasonable period of time.
- (4) *Height.* The height of all structures shall be limited to 2½ stories or 35 feet, except as follows:
- a. Multifamily buildings shall have a maximum height of 45 feet from grade.
 - b. A church, ~~or~~ temple, or windmill may have a maximum height of 65 feet from grade, provided that the front yard, rear yard and each of the side yards shall be increased by one foot for each foot in height in excess of 35 feet.
- (5) *Off-street parking.* Off-street parking spaces shall be provided in accordance with the requirements for specific uses as set forth in article V of this chapter.

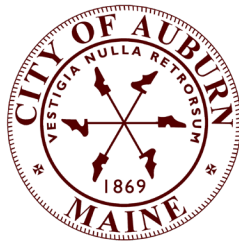
(Ord. of 9-21-2009, § 3.44C; Ord. No. 11-03012021, §§ 24, 59, 3-15-2021; Ord. No. 19-05032021, 5-17-2021)

Proposed Density Change Areas

Zoning Districts

- GB - General Business
- GB II - General Business II
- MFS - Multi-Family Suburban





ORDER 51-05192025

City Council Order

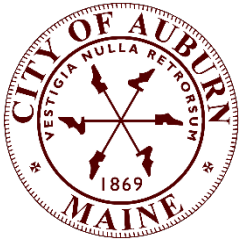
IN CITY COUNCIL

ORDERED, that the Auburn City Council initiate an amendment to City of Auburn Ordinances Chapter 60, Article IV, Division 7, Sec. 60-307. Dimensional Regulations, as it relates to the General Business and Multifamily Suburban Districts, and refer the proposed (attached) text to the Planning Board for a public hearing and recommendation on the proposed text amendment pursuant to Chapter 60, Article XVII. Amendments.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

Timothy M. Cowan, Ward Two
Leroy G. Walker, Sr., Ward Five
Jeffrey D. Harmon, Mayor

Stephen G. Milks, Ward Three
Adam R. Platz, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: May 19, 2025

ORDER 52-05192025

Author: Jay Brenchick, Director of Economic Development and Eric Cousens, Director of Public Services

Subject: Creating a Community Development Corporation (CDC) for Auburn

Information: Consider the creation of a CDC that would allow for property holding, grant applications and development in accordance with City Council Goals. The proposed CDC has a very limited function and is not proposed to include marketing or recruitment of businesses. The CDC could hold property for the City while grants are used for cleanup. Examples of recent projects that could have benefited from having a CDC as a tool include 7 Chestnut Street and 186 Main Street. The CDC could also assist in the redevelopment of tax acquired properties if the City chose to use it that way. The duties of the CDC could be changed over time if the City Council saw new needs and votes to change their charge. The CDC as proposed would have a small board of directors that are selected by the City or designated based on position of City Employees serving while they are employed by the City. This will maintain a close connection to the City in achieving City goals and prevent the entity from becoming too independent. After the workshop with the city council, the proposed order has been prepared for adoption.

City Budgetary Impacts: N/A

Staff Recommended Action: N/A

Previous Meetings and History: N/A

City Manager Comments: *Phillip Crowell Jr.*

Attachments: N/A

AUBURN COMMUNITY DEVELOPMENT CORPORATION

BYLAWS

(Adopted _____)

(Amended as of _____, 20____)

ARTICLE I

NAME, SEAL AND OFFICES

- Sect. 1. The name of the corporation shall be Auburn Community Development Corporation.
- Sect. 2. This Corporation shall adopt a common seal bearing its corporate name, the words and figures, Corporate Seal, Auburn Community Development Corporation, Maine, and such other device, if any, as the Board of Directors may prescribe; and it may be altered from time to time by resolution of the Directors duly recorded; provided, however, that a common water or adhesive seal shall be used as the corporate seal until voted to the contrary by the Board of Directors. The absence of a corporate seal shall not impair the validity of any documents or of any action taken by the Corporation.
- Sect. 3. The principal office of said Corporation shall be 60 Court Street _____, in the City of Auburn, Maine, and the registered office shall be at 113 Lisbon Street, Lewiston, Maine unless modified by the Board. The Corporation shall have offices at such other places within and without the State as the Board of Directors may from time to time appoint or the business of the Corporation may require.
- Sect. 4. The purposes of the Corporation are to engage in the activities authorized by Title 13-B M.R. S.A. and more particularly to acquire, purchase, own, sell, lease, mortgage, develop, pledge and manage all types of real and personal property in connection with the accomplishment of said purposes, and to do all and everything necessary, suitable or proper for the accomplishment of the foregoing purposes. The Corporation may seek and accept grants, loans and other forms of assistance from the public and private sector to accomplish said purposes. The Corporation shall not be operated for profit. In the event that the corporate purposes cannot be carried out for any reasons, then any assets remaining shall revert to the City of Auburn, in trust, for future local economic development purposes.

ARTICLE II

OFFICERS - THEIR ELECTION, QUALIFICATION AND TENURE

- Sect. 1. The officers of the Corporation shall consist of a President, Vice-President, Secretary, Treasurer, Registered Agent and Board of Directors. The Board of Directors is authorized to increase or decrease the number of directors by a majority vote.
- Sect. 2. At the first meeting for organization, the officers shall be elected by the Directors. Thereafter, the officers shall be elected by the Directors at their annual meetings. Officers shall be elected for a term of one year. All officers, except the Registered Agent and the Treasurer, shall be full voting members of the Board of Directors.
- Sect. 3. Except as otherwise hereinafter provided, the officers and Directors of the Corporation shall hold office until their successors are chosen and qualified in their stead. Any officer may be removed at any time by affirmative vote of a majority of the whole Board of Directors.
- Sect. 4. Officers may succeed themselves in office. Any person may hold two or more offices by election or appointment by the Board of Directors.
- Sect. 5. If the offices of any officer or agent becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, the Directors then in office, although less than a quorum, by a majority vote, may choose a successor or successors who shall hold office for the unexpired term or terms in respect of which such vacancy or vacancies occurred.
- Sect. 6. The Board of Directors shall hold office pursuant to the provisions set forth in Article III, Section 5.

ARTICLE III

OFFICERS - THEIR DUTIES

PRESIDENT

- Sect. 1. The President shall preside at all meetings of officers and Directors, and perform such other duties as are expressly imposed upon that office by statute or as may be imposed by vote of the Board of Directors or as are usually performed by the chief executive of a corporation.

SECRETARY

- Sect. 2. The Secretary shall act as clerk of the officers and of the Board of Directors; give, or cause to be given, notice of all meetings of the officers and of the Board of Directors; and perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision they shall be.

TREASURER

- Sect. 3 The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation, in such depositories as may be designated by the Board of Directors. They shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the Directors at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation. They shall perform such other duties as may be prescribed by the Board of Directors from time to time. They shall give the Corporation a bond, if required by the Board of Directors, in a sum, with one or more sureties satisfactory to the Board, for the faithful performance of the duties of their office, and for restoration to the Corporation, in case of their death, resignation, retirement, or removal from office, of books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the Corporation. The Treasurer role will be filled by the City of Auburn Finance Director.

VICE-PRESIDENT

- Sect. 4. The Vice-President shall act as President in his/her absence and perform such other duties as may be prescribed by the Board of Directors.

CLERK

- Sect. 5. The Clerk, if any, shall be responsible for maintaining such books, documents, and papers as required by law or by the Board of Directors. The Clerk shall keep minutes of all meetings of the Board of Directors and shall keep or cause to be kept minutes of all meetings of any committees formed by the Board of Directors. The Clerk shall be responsible for filing such annual reports with the Secretary of State as may be required by law, and shall perform any other such duties as may be assigned by the Board of Directors.

DIRECTORS

Sect.6. The Board of Directors shall be comprised of the following officials of the City of Auburn, either actual or acting: (i) City Manager , or their designee(s); (ii) Director of Economic Development; (iii) Finance Director, (iv) one member who must be a citizen of Auburn, Maine, appointed by the City Manager. Whoever holds said offices of, City Manager, Economic Development Director, and Finance Director shall be directors of the Corporation by virtue of and during their tenure in said offices. Continuation in said office is a requirement for continual membership on the Board of Directors and as officers of the Corporation, except as may be otherwise set forth herein. The annual regular meetings of the Board may be held without notice at such time and place, within or without the State of Maine, as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than three (3) business days' notice to each Director, either personally or by telephone or by mail or by telegraph. Special meetings of the Board may be called by the President in like manner and on like notice on the written request of three (3) Directors or three (3) Directors may call and give notice of such meeting over their signature as such notice would be given by the President. Notice may be waived in writing and all meetings of Directors at which every member is present shall be legal meetings without notice or formal waiver of notice. At all meetings of the Board, a majority of the then serving Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these Bylaws. The Directors may hold their meetings and have one or more offices, and keep the books of the Corporation, except such as are required by law to be kept within the State of Maine, at the principal or registered office of the Corporation, or at such other places within or without the State as may from time to time be determined by them. The Directors may adopt any votes or resolutions or take any actions which might lawfully be adopted or taken at any duly called or held meeting of the Board of Directors in the absence of such a meeting but with the same effect as if adopted or taken at such a meeting, by causing such votes, resolutions or actions to be entered into the records of the Corporation, in writing, over the signatures of all of the date or dates of such votes, resolutions or actions. The Board of Directors may prescribe the duties of officers and the manner of executing deeds, contracts, and other instruments in writing and performing the acts and orders of the Board and the powers of officers and agents in respect thereof, except as any power may be exclusively defined by these Bylaws, notwithstanding anything elsewhere herein contained. The Board may appoint such officers and agents other than those herein otherwise expressly enumerated as it may deem necessary. Such appointees shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined

from time to time by the Board and unless appointed or engaged for a term expressly specified in the appointment, election or written contract, shall be removable at the pleasure of the Board.

ARTICLE IV

MISCELLANEOUS PROVISIONS

- Sect. 1. The Board of Directors shall determine from time to time whether, and if allowed, when and under what conditions and regulations the accounts and books of the Corporation shall be open to inspection (except as and to the extent that any thereof may by statute be specifically open to inspection).
- Sect. 2. Roberts Rules of Order shall be the guide for any parliamentary question not especially provided for in these Bylaws.
- Sect. 3. Deeds, contracts and other instruments under seal shall be executed by such officer or officers as the Board of Directors may order.
- Sect. 4. All debt must be approved by majority vote of City Council.
- Sect. 5. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate. In the absence of any such designation, they may be signed by the Treasurer of the Corporation or by the President.
- Sect. 6. The fiscal year shall commence on _____ 1 of each year, unless the Board of Directors provides otherwise.
- Sect. 7. The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation. The annual meeting is to be held in March of each year unless modified by the Board by a majority vote.
- Sect. 8. Whenever under the provisions of these Bylaws notice is required to be given to any director or officer, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the post office or letter box, in a postpaid sealed wrapper, addressed to such Director or officer at such address as appears on the books of the Corporation, or to a usual address and in default of other address, to such Director or officer at the General Post Office in the City of Auburn, Maine, and such notice shall be deemed to be given at the time when the same shall be so mailed.

ARTICLE V

AMENDMENTS

These Bylaws may be altered or amended by a two-thirds majority vote of all the Directors of the Corporation at an annual or special meeting, or any other meeting provided that if such amendment is made at a special meeting, notice of the proposal to alter and amend shall be contained in the notice and call for the meeting.

ARTICLE VI

RESTRICTION ON USE OF ASSETS

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Directors, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Bylaws.

ARTICLE VII

DISSOLUTION

Upon dissolution of the Corporation, the Board of Directors shall, after paying and making provisions for the payment of all liabilities of the Corporation, dispose of all of the assets of the Corporation to the City of Auburn, in trust, for future local economic development purposes.



ORDER 52-05192025

City Council Order

IN CITY COUNCIL

ORDERED, the adoption of the attached by-laws to create a Community Development Corporation (CDC) that would allow for property holding, grant applications and development in accordance with City Council Goals.

Richard S. Whiting, Ward One
Benjamin J. Weisner, Ward Four
Belinda A. Gerry, At Large

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Jeffrey D. Harmon, Mayor

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