

## **Community Dynamics Corp and the Town of Poland, Maine**

### **Agreement for Consulting Services for the Poland Spring Bottling Co. Tax Increment Financing Districts 1 & 2**

Community Dynamics Corp. (CDC) will provide consulting services to the Town of Poland for the Poland Spring Bottling Co. (PSBCo) TIF Districts 1 & 2 to separate the accounting of the revenue and expenses of the two districts from FY 2008 to the present. CDC will also assist the Town with related TIF amendments for the April 2014 town meeting as may be needed to acquire approval from the state Department of Economic and Community Development (DECD) for the approval of the pending amendment to the PSBCo TIF District as required by DECD.

#### **Project Statement**

Based on our conversations with the Board of Selectmen CDC understands that the Town of Poland wants to acquire approval from DECD for the amendment to the PSBCo TIF District that adds approximately five new lots to the PSBCo. TIF.

To acquire approval it is understood by the Town that the accounting for PSBCo. TIF Districts 1 & 2 must be separated showing the revenues and expenses for each TIF district from FY 2008 to the present with a proforma showing the estimated revenues and expenses from the present to the end of the TIF. Also it is understood that specific authorization is required from the town meeting regarding the percentage of tax reimbursement the town may offer to an owner or developer in Credit Enhancement Agreements.

CDC understands that it is the desire of the Board of Selectmen to complete this work in a timely manner so that any approvals that may be necessary from the April 2014 town meeting can be acquired.

#### **SCOPE OF SERVICES**

CDC will provide the following scope of services:

To accomplish the tasks stated in the project statement and to prepare amendments for the necessary CEA authorizations at town meeting for submittal to the Department of Economic and Community Development (DECD), Community Dynamics Corp (CDC) will provide the following scope of services.

1. CDC will work in coordination and consultation with the town's financial staff, the town's assessors, and the town's auditor. The objective will be complete the work as quickly as possible, without duplication of effort, but with great accuracy.

2. CDC will create new TIF spreadsheets for PSBCo TIF 1 and TIF 2. The spreadsheets will account for the revenues and expenditures for each TIF annually from FY 2008 to the present. The spreadsheets will show the annual and cumulative balances in each TIF at the end of the year. CDC will structure the spreadsheets so that the information can be incorporated into a unified TIF excel spreadsheet with the assessors excel workbook.
3. CDC will work with the town's assessor to separate the PSBCo TIF revenues for each fiscal year.
4. Using the town's Trio accounting system and the town's record of each invoice paid CDC will review and identify the expenditures for each PSBCo TIF and enter them into their respective spreadsheet.
5. CDC will enter estimates of projected revenues and expenditures through the life of the TIFs beginning with fiscal year 2014 to serve as a planning tool for the financial management of the TIFs and to meet the requirements of DECD.
6. CDC will provide financial data in the new spreadsheets to the town's financial staff and auditor so all parties can understand the financial data.
7. CDC will provide instruction to the town's financial staff on how to record and code TIF financial data so that going forward the accounting for each TIF District will be accounted for accurately and in separate accounts.
8. CDC will review the completed spreadsheets with the Board of Selectmen.
9. CDC will assist town staff with the preparation of warrant articles needed to acquire town meeting authorization for the percentage of tax reimbursement the town may offer to an owner or developer in a Credit Enhancement Agreement.

The Board of Selectmen may request additional services in the scope of work during the course of this assignment.

### **Project Time Frame**

CDC's goal is to complete this work assignment in a timely manner. Recognizing the importance of completing the assignment in time for the April 2014 town meeting CDC will make it's best efforts to complete the assignment by the end of February 2014.

### **Compensation**

John Cleveland and his associate Nathan Libby will be assigned to this project.

It is difficult to know with certainty how much time this assignment will take until CDC has had an opportunity to more fully review the details of the accounting records. CDC will under take this assignment on an hourly basis and we will make every effort to minimize the costs to the town.

CDC will under take this assignment based on the scope of work detailed above. The hourly rate for John Cleveland, principal, is \$75.00/hour and for Nathan Libby, associate, is \$50.00 per hour. Out of pocket mileage expenses from Auburn, ME will be billed at 55 cents per mile. Invoices will be submitted monthly.

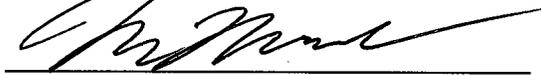
**Independent Contractor**

Community Dynamics Corp. (CDC) is an independent contractor and not an employee of the Town of Poland, Maine. CDC is responsible for all employee income taxes, workers compensation insurance and other related employee benefits. CDC will hold the Town harmless in the event of any accident or injury incurred to a member of its staff while involved in this assignment, unless resulting from the Town's negligence.

This written agreement constitutes the entire agreement between the Town of Poland, Maine and Community Dynamics Corp. Any amendments or modifications to this agreement must be made in writing.

This AGREEMENT is entered into by and between the Town of Poland, and Community Dynamics Corp this 20 day of December 2013.

For the Town of Poland, Maine

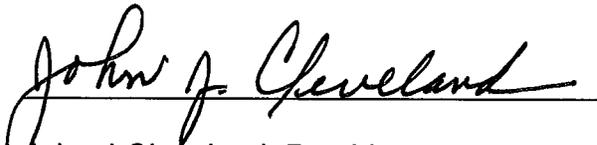


Chief Mark Bosse, Acting Town Manager



Stephen Robinson, Chairman Board of Selectmen

For Community Dynamics Corp



John J Cleveland, President