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# Capital Riverfront

## IMPROVEMENT DISTRICT



# 2003 ANNUAL REPORT

## Capital Riverfront Improvement District

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# *Capital Riverfront*

## IMPROVEMENT DISTRICT

P.O. Box 2254 • Augusta, Maine 04338-2254 • 207-623-6499 • Fax: 207-623-6499

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**TO:** Hon. Margaret Rotundo; Senate Chair, Joint Standing Committee on State and Local Government  
Hon. Janet L. McLaughlin; House Chair, Joint Standing Committee on State and Local Government

**FROM:** David E. Boulter; Co-Chair, Capital Riverfront Improvement District Governing Board  
Elaine L. Clark; Co-Chair, Capital Riverfront Improvement District Governing Board

**DATE:** February 3, 2004

**RE:** Capital Riverfront Improvement District Annual Report

Pursuant to P&S 1999, c. 58 as amended by P&S 1999, c. 68, the Governing Board of the Capital Riverfront Improvement District submits the attached report to the Joint Standing Committee on State and Local Government. This report includes information on the District's projects, financial condition, efforts to inform and include the public in District projects, and the status of projects with respect to the District Master Plan.

This past year was a period of sustained effort to promote the vision of the Capital Riverfront Improvement District and to act as a catalyst for growth and redevelopment within the District.

With pleasure, we submit this Annual Report of the Capital Riverfront Improvement District to the Joint Standing Committee on State and Local Government.



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# CAPITAL RIVERFRONT IMPROVEMENT DISTRICT 2003 ANNUAL REPORT

## GOVERNING BOARD

*David E. Boulter, Co-Chair*  
Augusta East Side Resident

*Elaine L. Clark, Co-Chair*  
Director, Bureau of General Services

*Debora C. Auclair*  
Heart of Augusta Team

*William R. Bridgeo*  
City Manager

*Hon. Beverly C. Daggett*  
Maine Senate Representative

*Michael Finnegan*  
Director, Maine State Housing Authority

*Kathy B. Fuller*  
Maine Department of Transportation  
Designee

*Hon. Arthur L. Lerman*  
Maine House Representative

*Hon. Sylvia Lund*  
Augusta City Councilor

*Vacant (previously held by Jon Lund)*  
Environmental Organization  
Representative

*Michael Montagna*  
Maine State Planning Office Designee

*A. Delaine Nye*  
Augusta Resident, Chamber of  
Commerce

*Gregory Scott*  
Augusta Planning Board Representative

*Michael Seitzinger*  
Governor Appointee, Augusta Resident

*Earle Shettleworth, Jr.*  
Director, Maine Historic Preservation  
Commission

*F. Allen (Al) Wiley*  
Augusta West Side Resident

*Noreen G. Copp*  
District Director

## MESSAGE FROM THE DISTRICT CO-CHAIRS

We are very pleased to submit this report of the Capital riverfront Improvement District in accordance with Resolves 1999\_c. 68. It has been a pleasure co-chairing the Capital Riverfront Improvement District. The District Governing Board's mission is to provide vision; guide and direct growth within the District; act as a catalyst for redevelopment; advocate for the District Master Plan; provide continued public access to District projects and to protect the character of the Kennebec River corridor.

2002 was a year of milestones. In January we hired a part-time District Director, Noreen Copp, to advance project implementation and provide general administration. We contracted with an architect and landscape design firm to develop a conceptual design plan for a regional park at the former Edwards Mill site. The resulting plan enjoys great public interest and support. Early in 2002 we welcomed Sylvia Lund as City Council representative to our Governing Board and in the fall Al Wiley joined us as the west side resident representative.

We had a hard-working, but low profile, 2003. We welcomed two new members to our Board. State Representative Arthur Lerman replaced former State Representative David Madore as

legislative appointee to the Governing Board and Gregory Scott, a local resident, replaced our long-time Board Member and Treasurer, Robert Corey as the Augusta Planning Board representative. Al Wiley, who had recently filled the west side resident position, replaced Robert as Treasurer. In addition, we were re-elected as Co-Chairs of the Governing Board.

In April of 2003, the Governing Board entered into a Memorandum of Understanding with the City of Augusta that defines and coordinates the roles and responsibilities of the City and the District regarding redevelopment of the Edwards Mill site, after ownership was transferred from the State of Maine in May 2002.

In order to transition from the planning stage to the implementation stage of the District Master Plan, the Governing Board modified its committee structure in April 2003. Under the new committee structure, the Finance Committee became the Finance and Fund Raising Committee; the Mill Park Implementation Committee replaced the Edwards Mill Site Committee; and the Kennebec Arsenal Site Committee remained in place. The Finance and Fund Raising Committee and Mill Park

Implementation Committee each have 7 members assigned. The Kennebec Arsenal Site Committee was reduced to 3 members. Each of the committees has been charged with developing and implementing a work plan with tangible actions and timelines and monthly progress reports to the Governing Board.

In October 2003, the Governing Board contracted with a local consulting firm to provide professional, technical and administrative services as well as to house the District offices. Ms. Copp continues as the District Director through this arrangement.

The Governing Board's priority for the year ahead is fund-raising to implement the park development and to facilitate redevelopment of the historic Kennebec Arsenal. The modifications to the committee structure will facilitate that process and allow us to explore ongoing funding resources for the organization. It remains a great honor to be a part of this unique and beneficial partnership between Maine's State government and its Capital City

*Respectfully submitted,*

*David E. Boulter  
Elaine L. Clark  
Co-Chairs*



## CREATION OF THE DISTRICT

For centuries, the Kennebec River has been a major source of food, water, energy, industrial power and transportation to the people who have lived along its banks. In 1997, for the first time ever, the Federal Energy Regulatory Commission denied a license renewal for an operating dam and ordered that the Edwards Mill Dam, at the head-of-tide, north of Augusta's downtown, be removed.

Once the dam was breached, in July 1999, the Kennebec River resumed its free flow permanently for the first time since 1837, opening up 17 miles of prime spawning habitat for sturgeon, striped bass,

alewives, shad, salmon and other anadromous fish populations. As communities along the river reorient themselves toward a free-flowing Kennebec River, they increasingly will cherish it as a bountiful local resource that contributes directly to their sense of community pride, cultural heritage and quality of life.

The dramatic removal of the 162-year-old dam ushered in a new era of cooperation between the City of Augusta and the State of Maine. This opportunity to work in partnership for the good of Augusta residents and the citizens of Maine was solidified with the passage of LD 2136, "An Act to

Create the Capital Riverfront Improvement District" (Amended for technical changes in LD 2261).

The Act took effect in the fall of 1999 following its formal recognition by a unanimous vote of the Augusta City Council. The purpose of the District, as stated in the legislation, is to: "Protect the scenic character of the Kennebec River Corridor while providing continuing public access and an opportunity for community and economic development, and to protect the historic, archeological, recreational and ecological resources identified within the District and the constructed and natural environment of the District."

The vision of the District is that the City of Augusta will be celebrated because of its location on a restored, nationally significant river. The Kennebec River and its natural setting will be protected; it will draw residents and visitors throughout the year. Trails and footpaths will make it easy and enjoyable to walk, jog and bicycle and it will be easy to gain access for fishing and carry-in boating and canoeing. New and existing parks and open spaces will link places of work and residential neighborhoods to the natural beauty of the Kennebec River.

## PURPOSE OF THE CAPITAL RIVERFRONT IMPROVEMENT DISTRICT

The purpose of the Capital Riverfront Improvement District is to

*"PROTECT THE SCENIC CHARACTER OF THE KENNEBEC RIVER CORRIDOR WHILE PROVIDING CONTINUING PUBLIC ACCESS AND AN OPPORTUNITY FOR COMMUNITY AND ECONOMIC DEVELOPMENT, AND TO PROTECT THE HISTORIC, ARCHEOLOGICAL, RECREATIONAL AND ECOLOGICAL RESOURCES IDENTIFIED WITHIN THE DISTRICT AND THE CONSTRUCTED AND NATURAL ENVIRONMENT OF THE DISTRICT."*

## DISTRICT GOALS

The goals of the District were created through an extensive public process in the development of the District's Master Plan. These goals are as follows:

- Enhance the Kennebec River and its natural environment; make it easily accessible and the focal point of the District;
- Make the District the economic and cultural heart of the region;
- Improve the image of the District and invest in high-quality public improvements.
- Promote a modern efficient infrastructure system.
- Improve new housing opportunities while enhancing existing neighborhoods.



## DISTRICT ACCOMPLISHMENTS

### The Park at the Edwards Mill Site

The welcoming park design pictured on this page is not for the waterfront in Boston, or even Portland. It is a conceptual plan for a park in Augusta. As part of its overall mission, the District is proceeding with the development of a first class park at the former Edwards Mill site along the Kennebec River. The park will be a substantial resource for the Augusta community as well as a regional and statewide attraction.

The park design was developed by Carol R. Johnson Associates of Boston. The elements to be included in the design were identified and clarified through a series of public input meetings, first in the development of the District Master Plan, and then in the more specific development of this park design. The process included numerous volunteer hours of the Edwards Mill Site Committee (now the Edwards Mill Park Implementation Committee), led by Chairperson Debora Auclair.

The City of Augusta accepted ownership of the site from the State of

Maine in May 2002 and accepted the concept plan for the site in September 2002. The roles and responsibilities of the City and the District are detailed in a Memorandum of Understanding approved by both parties in April of 2003 (attached in the Addenda at the end of this Report).

The design plan for the park combines historic interpretation; environmental appreciation; passive and active recreation; and appropriate commercial opportunities, e.g., a Farmer's Market, café and amphitheatre that will emphasize the regional significance of the project

and reflect the rich and varied heritage of the site. A number of interpretive elements that represent this heritage have been incorporated into the park design as part of an Interpretive Trail as well as in an anticipated Interpretive Center within the remaining brick building located on Canal Street. These interpretive elements will highlight the following areas:

- Kennebec River Flora and Fauna
- Manufacturing History
- Franco Americans
- The City of Augusta
- Saint Augustine's Church

- Martha Moore Ballard
- Irish Americans
- The Edwards Dam
- Native Americans
- Geological and Watershed History

In addition to these interpretive elements, the park will offer walking and bicycling paths (providing multiple options for neighborhood access to the park); an amphitheatre; flush interactive spray fountains and other water elements; park benches; picnic areas; carry-in boat launches for canoes and kayaks; access to the Kennebec River for fishing and children's play features including a toboggan run to





## THE PARK AT THE EDWARDS MILL SITE CONT'D

be set into the slope of Sand Hill. Design plans recommend an expansion of the building on Canal Street, with the potential to include a restaurant, a police substation and public facilities. The diversity of offerings available in the park are expected to draw visitors from throughout New England and the Atlantic Provinces, as well as being a local attraction that will appeal to adults and children alike.

The Edwards Mill Park Implementation Committee has been working hard exploring funding resources,

clarifying permitting requirements, refining construction phases and creating a budget and timeline for implementation of the project.

A marketing brochure is currently being developed to assist the District in raising funds for the completion of the park. The estimated budget for the project is \$8 million, and at this time, is expected to be developed over three Phases.

The District has reached out to the Augusta community for ideas for a park name, as it did when local organizations and the

public had input into the park design. The District has been seeking names that will capture the vision embodied in the Master Plan and that will support a fundraising effort from a variety of public and private fund sources, including state and federal granting agencies, national charitable foundations and private donors (both corporate and individual).

The park name and marketing materials will convey the regional significance of the park and that three crucial areas that represent the overall project are represented. These three

*The diversity of offerings available in the park are expected to draw visitors from throughout New England and the Atlantic Provinces, as well as being a local attraction that will appeal to adults and children alike.*

crucial areas are as follows:

1. The park as a recreational attraction.
2. That the park name reflects the rich historical and cultural heritage of the site and the area.
3. The importance of the Kennebec River as a natural resource.

## Additional District Accomplishments



Pictures are representative of the envisioned interpretive elements

In addition to the direct work of its committees, the Governing Board has had involvement with numerous projects that impact the District area:

- The District is well represented on the **Public Advisory Committee** reviewing alternatives for the **Memorial Bridge** that needs repair or replacement. District representatives hope to ensure that District objectives, such as access to the Kennebec River, pedestrian friendly approaches and en-

trances to the downtown are maintained and enhanced.

- The District supported and made project recommendations as part of the City of Augusta's adoption of a **Downtown Tax Increment Financing District**.
- As the YMCA identified the Union Street location as its potential new home. The District Governing Board reviewed the project in relationship to the District Master Plan. It was found that the proposed location was not inconsis-

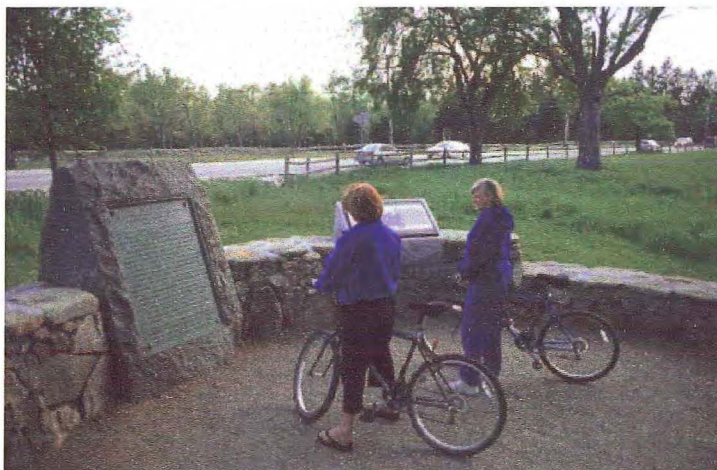


## Additional District Accomplishments cont'd

- tent with the Master Plan.
- The Capital Riverfront Improvement District Master Plan was repeatedly heralded as providing the blueprint for the **North Water Street Streetscape Improvements**, funded with a \$500,000 CDBG grant.
- The **Kennebec River Rail Trail** expanded its area along the Kennebec River from downtown Hallowell to downtown Augusta, advancing the District objective of expanding north-south trails along the river.
- The District supported the State's investment in renovations of the **Harlow Building** on the Riverview Psychiatric Center campus.
- The District Governing Board is communicating with Augusta City officials as they implement **parking solutions in downtown**, as approved by voters.
- The District continues its involvement with the **Downtown Forum**, a coalition of independent entities working cooperatively toward the revitalization of Augusta's downtown.
- The Inn at City Hall is a

great success in Augusta's downtown. The District supported the nomination of the project for the **National Trust/HUD Secretary's Award**.

As awareness of the **Kennebec-Chaudière International Corridor** increases in Maine, the District has been in communication with corridor planners



and is finding synergy between that initiative and District objectives, particularly in the development of the Park at the Edwards Mill site.

As the State of Maine prepared the **Kennebec Arsenal** site for transfer, the District participated in the process by contributing financially to an **assessment of the Old Max Building**; reviewing and offering comment on the Request for Qualifications for project developers; and meeting with each prospective developer

team. In October 2003, **Blue Devil Ventures** of Durham, NC, was selected as the developer of choice for the Arsenal complex. The District will continue its involvement with the selected developer team acting as a liaison with the community to ensure continued public participation in the process.

nightlife into the District.

- Working with the **Kennebec Historical Society** and the **Augusta Historic Preservation Commission**, the District Governing Board encouraged the City of Augusta to develop a long-term plan for the **Sprague Mill Worker's House** at 25 Bond Street and other buildings in the Bond Street neighborhood that takes into account the complex historic, parking, traffic, flood plain, housing and other development issues of the area. The Governing Board has offered to assist the City with this planning and analysis process.
- The plans to convert the **Central Maine Power warehouse** for residential use; and the reuse of the old Cony High School will all help to transform the City of Augusta and are all situated within the District boundaries.

### CONTACT INFORMATION

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## Capital Riverfront Improvement District

### Fiscal Year 2003

Revenue and Expense Statement (Period Ending June 30, 2003)			
	FY 2002 (7/1/01 - 6/30/02)	FY 2003 (7/1/02 - 6/30/03)	Change (FY '02 - FY '03)
<b>Revenues</b>			
City of Augusta	\$6,000	\$0	(\$6,000)
Interest Income	\$13,088	\$8,142	(\$4,946)
State Appropriation	\$125,995	\$0	(\$125,995)
Other	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$145,083</b>	<b>\$8,142</b>	<b>(\$136,941)</b>
<b>Expenses</b>			
Meetings/Food	\$1,478	\$711	(\$767)
Consulting Services	\$60,843	\$0	(\$60,843)
Down Town Manager Program	\$7,000	\$5,537	(\$1,463)
Donation - Kennebec Chaudiere	\$2,500	\$0	(\$2,500)
Insurance	\$1,487	\$1,609	\$122
Legal Notices	\$703	\$241	(\$462)
Mailings	\$400	\$0	(\$400)
Misc. Expenses	\$1,048	\$558	(\$490)
Office Equipment	\$179	\$619	\$440
Printing Services	\$117	\$0	(\$117)
Staff Services	\$19,425	\$34,033	\$14,608
Office Relocation	\$0	\$2,383	\$2,383
Rent	\$0	\$500	\$500
<b>Total Expense</b>	<b>\$95,181</b>	<b>\$46,192</b>	<b>(\$48,989)</b>
<b>Total Revenues Less Expenses</b>	<b>\$49,902</b>	<b>(\$38,050)</b>	<b>(\$87,952)</b>

Balance Sheet (Period Ending June 30, 2003)			
	FY 2002 (6/30/02)	FY 2003 (6/30/03)	Change (6/30/02-6/30/03)
<b>Assets</b>			
Checking Account	\$2,085	\$3,293	\$1,208
Arsenal Account	\$98,481	\$100,391	\$1,910
Reserve Account	\$341,940	\$300,772	(\$41,168)
<b>Total Assets</b>	<b>\$442,506</b>	<b>\$404,456</b>	<b>(\$38,050)</b>
<b>Liabilities &amp; Equity</b>			
Liabilities	\$0	\$0	\$0
Equity	\$442,506	\$404,456	(\$38,050)
<b>Total Liabilities &amp; Equity</b>	<b>\$442,506</b>	<b>\$404,456</b>	<b>(\$38,050)</b>



## Capital Riverfront IMPROVEMENT DISTRICT

Copies of the District Master Plan are available at our new location:

P.O. Box 2254

77 Sewall Street, Suite 3000

Augusta, ME 04330

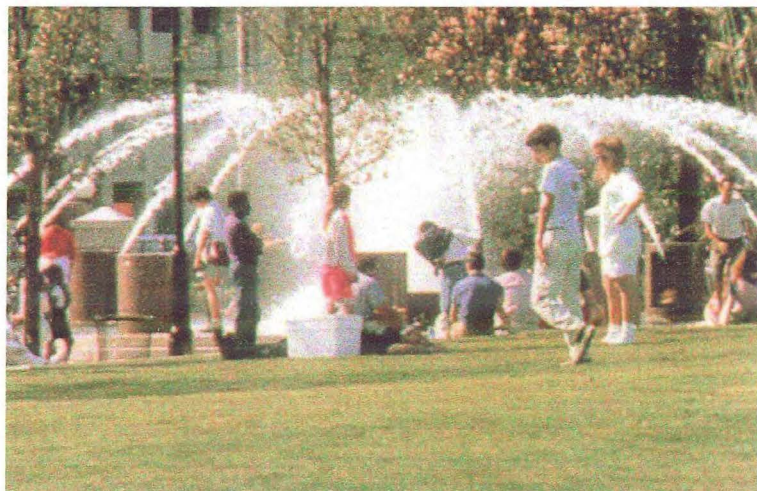
Telephone: 207-622-9820

E-mail:

Noreen@capitalriverfront.org

### PRIORITIES MOVING FORWARD

- Seek out appropriate funding opportunities to implement the design plan for the Park at the Edwards Mill site in order to achieve District goal of enhancing the Kennebec River and its natural environment to make it easily accessible and the focal point of the District.
- Continue District stewardship of the Kennebec Arsenal Redevelopment project.
- Gain financial stability for the District by securing sustainable operational funding. Pursue marketing avenues that will allow the District to promote the Master Plan to its benefit regarding securing funding for organization, operations and implementation.
- Maintain and improve communication between the City of Augusta and the State by continuing to provide a State-City forum for discussing development issues.
- Clarify the roles of the City, State and District in implementation of projects related to the District Master Plan.
- Continue to keep the public and District interested parties informed about District projects and the progress towards completion of the District Master Plan.
- Continue to work with the Kennebec River Historic Waterway project in order to promote the Kennebec River as the focal point of the District.
- Continue to monitor and provide guidance on plans to renovate or replace the Memorial Bridge in order that the renovations or replacement are in keeping with the District Master Plan.
- Work with nearby towns and regional organizations (Kennebec-Chaudière International Corridor) to create regional grant proposals for tourism and other common interests.
- Continue to encourage developers to pursue projects, such as housing, and monitor these projects to ensure that they are completed in accordance with the District Master Plan.
- Encourage local and regional media to follow up on the accomplishments in the District since the Edwards Dam was removed.
- Evaluate the structure of the District Committees to determine if they are efficiently implementing the District Master Plan.





## Addenda

# PRIVATE & SPECIAL LAWS OF MAINE FIRST REGULAR SESSION OF THE 119TH

## CHAPTER 58

### S.P. 760 - L.D. 2136

#### An Act to Create the Capital Riverfront Improvement District

**Mandate preamble.** This measure requires one or more local units of government to expand or modify activities so as to necessitate additional expenditures from local revenues but does not provide funding for at least 90% of those expenditures. Pursuant to the Constitution of Maine, Article IX, Section 21, two thirds of all of the members elected to each House have determined it necessary to enact this measure.

#### Be it enacted by the People of the State of Maine as follows:

**Sec. 1. Definitions.** As used in this Act, unless the context otherwise indicates, the following terms have the following meanings.

1. "Bonds" mean any bonds or securities of the district issued pursuant to this Act.

2. "Cost" as applied to a project, projects or part of a project, includes, but is not limited to:

A. The purchase price or acquisition cost of such a project, projects or part of a project; B. The cost of building, alteration, enlargement, renovation and remodeling; C. The cost of all labor, materials and fixtures; D. The cost of all structures, rights, interests and franchises acquired; E. The cost of all utility extensions, access roads, site development, financing charges, premiums for insurance and interest prior to and during construction; F. The cost of working capital related to such a project, projects or part of any project; G. The cost of plans and specifications, surveys and estimates of cost and of revenues; H. The cost of engineering, feasibility, legal and other professional services; I. The cost of reserves, insurance, letters of credit or other financial guarantees for payment of debt service on securities; J. The cost of all other expenses necessary or incident to determining the feasibility or practicability of such a project, projects or part of a project; K. Administrative expenses; and L. Any other expenses that are necessary or incidental to such a project, projects or part of a project and financing or refinancing authorized, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by a person for any of the costs under this subsection.

3. "District" means the Capital Riverfront Improvement District and any successors to that district.

4. "Governing board" means the Governing Board of the Capital Riverfront Improvement District.

5. "Project, projects or part of a project" means the acquisition, construction, improvement, reconstruction or equipping of, or construction of an addition or additions to, any structure designed for use as part of the district, including office or activity space. The structure may include facilities for the use of related agencies of local government. "Project, projects or part of a project" also includes all real and personal property, lands, improvements, driveways, roads, approaches, pedestrian access roads, parking lots, parking facilities, rights-of-way, utilities, easements and other interests in land, machinery and equipment and all fixtures, appurtenances and facilities either on, above or under the ground that are used or usable in connection with the structure, and also includes landscaping, site preparation, furniture, machinery, equipment and other similar items necessary or convenient for the operation of a particular facility or structure in the manner for which its use is intended. "Project, projects or part of a project" does not include such items as fuel, supplies or other items that are customarily considered as a current operating charge.

6. "Securities" means any bonds, notes or other evidences of indebtedness authorized by this Act.

**Sec. 2. Governing board membership.** Membership of the governing board consists of 16 members as follows:



## Addenda

1. A member of the Heart of Augusta Team nonprofit organization or its successor, with the advice and consent of the Augusta City Council;
2. A member of the Augusta City Council, appointed by that council;
3. A member of the Augusta Planning Board, with the advice and consent of the Augusta City Council;
4. The City Manager of Augusta or the city manager's designee, with the advice and consent of the Augusta City Council;
5. A member of a regional or statewide environmental organization with experience and expertise in riverine habitat protection and restoration, appointed by the Governor;
6. Three residents of the City of Augusta, at least one from the east side and one from the west side of the city, and one member who represents the Augusta Chamber of Commerce who maintains a business within the city, each appointed by the Mayor of Augusta upon the advice and consent of the Augusta City Council;
7. The Director of the State Planning Office or the director's designee;
8. The Director of the Maine State Housing Authority or the executive director's designee;
9. The Commissioner of Transportation or the commissioner's designee;
10. The Director of the Bureau of General Services within the Department of Administrative and Financial Services, or the director's designee;
11. A State Senator and a State Representative who represent the City of Augusta, appointed by the President of the Senate and the Speaker of the House of Representatives, respectively;
12. A resident of the City of Augusta, appointed by the Governor; and
13. The Director of the Maine Historic Preservation Commission or the director's designee.

Once the governing board is established, the City Manager of the City of Augusta and the Director of the Bureau of General Services shall convene the first meetings of the governing board until regularly scheduled meetings are established. The members of the governing board shall elect a chair.

**Sec. 3. Executive committee; membership.** The governing board may create by a majority vote an executive committee to oversee the day-to-day operations of the district. Members of the executive committee are as follows:

1. The Director of the Bureau of General Services, or the director's designee;
2. The State Historic Preservation Officer, or the officer's designee;
3. The Commissioner of Transportation, or the commissioner's designee;
4. A member of the Augusta state legislative delegation;
5. The City Manager of Augusta, or the manager's designee; and
6. A resident of the City of Augusta who sits on the governing board.

The executive committee shall act as the governing board in the board's stead.

**Sec. 4. Terms of office.** Terms of office for members of the governing board are staggered as follows:

1. The following members are permanent members as long as they hold their professional positions:
  - A. The City Manager of Augusta or the city manager's designee;
  - B. The Director of the State Planning Office or the director's designee;
  - C. The Director of the Maine State Housing Authority or the director's designee;
  - D. The Commissioner of Transportation or the commissioner's designee;
  - E. The Director of the Bureau of General Services or the director's designee; and
  - F. The State Historic Preservation Officer or the officer's designee;



## Addenda

2. The member representing the Heart of Augusta Team or its successor serves a one-year term;
3. The member representing the Augusta City Council serves a 2-year term as long as the person is a member of the council;
4. The member representing the Augusta Planning Board serves a 3-year term as long as the person is a member of the board;
5. The 3 city residents appointed by the Mayor of Augusta each serve 3-year terms;
6. The city resident appointed by the Governor serves a one-year term and the member from a regional or statewide environmental organization serves a 2-year term; and
7. The members of the Augusta state legislative delegation serve 2-year terms as long as they are members of the Augusta state legislative delegation.

If a member of the governing board fails to fulfill that member's term or fails to qualify to serve for a full term, a successor is appointed for the remainder of the original term.

**Sec. 5. Meetings to be open.** All meetings and minutes of the governing board are open to the public in accordance with the Maine Revised Statutes, Title 1, section 401 and notice of those meetings must be posted in 3 prominent locations.

**Sec. 6. District boundaries.** The Augusta City Council, within 120 days of the passage of this Act and upon a recommendation of the governing board and the Augusta Planning Board, shall adopt the district's boundaries.

The Capital Riverfront Improvement District encompasses the heart of the Kennebec River corridor as it flows through Augusta. Interim boundaries consist of all that land that is above the high-water mark of the eastern shore of the Kennebec River, currently known as the "Tree Free" site, which is due east of the Edwards Manufacturing Company and dam site, then south along the westerly portion of Bangor Street to Cony Circle, then southeast along the westerly portion of Stone Street, then south to and including the westerly portion of Hospital Street, south to the corporate limits; and the west side of the Kennebec River consists of all of the former Edwards Manufacturing Company and dam site to Cumberland Street, south along Washington Street to Northern Avenue, then southeast to Bond Street, west along Bond Street to State Street, south along the easterly portion of State Street to the corporate boundaries.

**Sec. 7. Powers.** It is the purpose of the district to protect the scenic character of the Kennebec River corridor while providing continued public access and an opportunity for community and economic development and to protect the historic, archeological, recreational and ecological resources identified within the district and the constructed and natural environment of the district. This Act does not affect the powers or authority of the Capitol Planning Commission, the State House and Capitol Park Commission or the Augusta Planning Board. The governing board has the following powers:

1. Perpetual succession as a body politic and corporate instrumentality;
2. To sue, initiate or appear in any proceeding. The district may be sued in accordance with the Maine Revised Statutes, Title 14, chapter 741;
3. To adopt an official seal and to alter the seal at the governing board's pleasure;
4. To adopt bylaws necessary or useful for carrying out any of its powers or duties pursuant to this Act;
5. To acquire real or personal property, or any interest in real or personal property, including rights or easements by gift, purchase, transfer, foreclosure or lease; to improve, hold, sell with or without public bidding, assign, lease, rent, encumber, mortgage, loan or otherwise dispose of any real or personal property, or any interest in real or personal property, or mortgage interests owned or in its control, custody or possession and release or relinquish any right, title claim, lien, interest, easement or demand, however acquired;
6. To lease or rent any land, building, structure, facility or equipment comprising all or a portion of a project, projects or part of a project for such amounts as the district determines;



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7. To manage or operate, or cause to be managed or operated, real and personal property, take assignments of leases and rentals or take any other action necessary or incidental to the performance of its duties under this Act;

8. To prepare or cause to be prepared a district master plan, or other plans, specifications, designs and estimates of costs for the construction and equipment for the project, projects or part of a project and attendant facilities and from time to time to modify those plans, specifications, designs or estimates. A master plan generated or approved by the governing board of the Capital Riverfront Improvement District must be compatible and consistent with the master planning as performed by or for the Capitol Planning Commission or by the Department of Administrative and Financial Services for areas within the boundaries of the Capitol Planning Commission. The scope of each project for the district must receive a majority vote of the governing board and be submitted in writing by the executive director of the governing board to the district;

9. To arrange or contract for the furnishing by any person or agency, public or private, of services, privileges, works or facilities necessary to undertake its project, projects or part of a project. The district may agree to any conditions attached to federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or administration of the project, projects or part of a project, and to include in any contract connected with a project, projects or part of a project, stipulations requiring that the contractor and any subcontractors comply with requirements relating to minimum salaries or wages and maximum hours of labor, and comply with any conditions that the Federal Government has attached to its financial aid of the project, projects or part of a project;

10. To construct, maintain, reconstruct and operate, or cause to be constructed, maintained, reconstructed and operated, the project, projects or part of a project;

11. Within the district's geographic area, to determine where deteriorated areas exist or where there is a shortage of safe and sanitary dwelling accommodations for persons of low income; to make studies and recommendations relating to the problem of clearing, planning and reconstructing of deteriorated areas and the problem of providing dwelling accommodations for persons of low income; and to cooperate with the City of Augusta, the State or any political subdivision of the State in actions taken in connection with such problems;

12. To fix and collect fees, rentals and other charges for the use of the project, projects or part of a project; to contract with holders of securities for the fixing and collecting of those fees, rentals and other charges. The district shall endeavor to provide ample public access to the Kennebec River that is free from fees or other charges and open to the public;

13. To provide financing for a project, projects or part of a project and other necessary and usual attendant facilities or to provide for refinancing of existing indebtedness, to borrow money and to issue negotiable securities and to provide for the rights of the holders of those securities;

14. To make and execute contracts and all other instruments, including trust agreements and other financial documents and enter into those transactions as necessary or convenient for the exercise of its powers and functions under this Act;

15. To enter into agreements with and accept loans, aid, contributions, grants and the cooperation or assistance from any source of money, property, labor or other things of value in furtherance of this Act, including, but not limited to, the development, maintenance, operation and financing of a project, projects or part of a project and to do whatever is necessary in order to avail itself of those loans, aid, contributions, grants and cooperation;

16. To enter into agreements or other transactions with any person, the purpose of which is to effectuate this Act, including, but not limited to, construction agreements, purchase or acquisition agreements and loan or lease agreements with leasing corporations or other financial intermediaries;

17. To procure insurance against any loss in connection with its securities and its property and other assets and activities in such amounts and from such insurers as it considers desirable;

18. To the extent permitted under its contract with the holders of securities, to consent to any modification of any contract, lease, indenture or agreement of any kind to which the district is a party;



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19. To make or receive secured or unsecured loans for the purpose of providing temporary or permanent financing or refinancing of all or part of the cost of a project, projects or part of a project, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by a person or other entity for the cost of a project, projects or part of a project;

20. Except as otherwise provided in this Act, to invest any funds not needed for immediate use, including any funds held in reserve, in property or securities in which fiduciaries in the State may legally invest funds;

21. To appear on its own behalf before boards, commissions, departments or agencies of municipal government, State Government or Federal Government;

22. To employ staff, consulting engineers, architects, attorneys, accountants, construction and financial experts and other employees and agents that in its judgment may be necessary;

23. To act as necessary or convenient to exercise the powers granted in this Act or reasonably implied from this Act.

The district may provide by resolution, at one time or from time to time, for the issuance and sale by it of securities, in its own name, for the purpose of paying the cost of a project, projects or part of a project, or the refinancing of existing indebtedness, approved by the district. Securities of the district may not be authorized and issued except pursuant to a resolution adopted by the vote of not less than a majority of the members of the governing board. The resolution must describe the general purpose for which the securities are to be issued and state the maximum principal amount of the securities proposed to be issued.

The district may not issue securities in excess of \$10,000,000 outstanding at any one time, except that the district may not issue securities in excess of \$5,000,000 during the fiscal year beginning July 1, 2000. The amount of securities that may be outstanding in the name of the district may be increased by the Legislature upon a showing by the district that its available revenue is sufficient to support additional issuance of securities and that the issuance of securities will not materially impair the credit standing of the authority, the investment status of securities issued by the authority or the ability of the authority to fulfill its commitments to holders of securities.

Proceeds of securities. The proceeds of the securities of each issue must be used solely for the purpose for which the securities were authorized and must be disbursed in a manner and under restrictions provided in the resolution authorizing the issuance of these securities or in the trust agreement securing the securities. If the proceeds of the securities, by error of estimates or otherwise, are less than the cost, additional securities may, in like manner, be issued to provide the amount of the deficiency and, unless otherwise provided in the authorizing resolution or in the trust agreement securing the securities, are considered to be of the same issue and entitled to payment from the same fund without preference or priority of the securities first issued for the same purpose. The resolution providing for the issuance of securities and any trust agreement securing the securities may contain limitations upon the issuance of additional securities the district may consider proper. Any additional securities must be issued under restrictions and limitations prescribed by the resolution or trust agreement. The district may provide for the replacement of any securities that become mutilated, destroyed, stolen or lost. Securities may be issued under this Act without obtaining the consent of any department, division, commission, board, bureau or agency of the State and without any other proceedings or the happening of any other conditions or things other than those proceedings, conditions or things that are specifically required by this Act.

The proceeds of the securities of each issue must be used for the payment of all or part of the cost of the project, projects or part of a project for which authorized and must be disbursed in such manner and under such restrictions as are provided in the resolution authorizing the issuance of the bonds or in the trust agreement securing the securities. Proceeds may be used to pay all costs incurred in issuing the securities, interest on the securities for such time as may be authorized by the district, subject to this Act and to establish reserve funds and sinking funds for the securities.

In carrying out its powers under this Act, the district shall, whenever possible, contract with the Maine Municipal Bond Bank for necessary clerical and administrative services.



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Securities issued under this Act constitute a proper public purpose and the securities so issued, their transfer and the income from the securities, including any profits made on the sale of the securities, at all times are exempt from taxation within the State.

Securities issued under this Act do not constitute or create any debt or liability on behalf of the City of Augusta or the State other than the district or a loan of the credit of the City of Augusta or the State or a pledge of the faith and credit of the City of Augusta or the State other than the district, but are payable solely from the funds provided for that payment. All securities must contain on their face a statement to the effect that neither the City of Augusta nor the State is obligated to pay the securities or the interest on the securities, except from revenues of the district or the project, projects or part of a project for which they are issued and that neither the faith and credit nor the taxing power of the City of Augusta or the State is pledged to the payment of the principal of or the interest on the securities. The issuance of securities under this Act does not directly, indirectly or contingently obligate the City of Augusta or the State to levy or to pledge any form of taxation or to make any appropriation for their payment. This paragraph may not be construed to prevent the authority from pledging its full faith and credit to the payment of securities authorized pursuant to this Act.

**Sec. 8. Public access; public hearings.** The district shall consider and strive to provide or enhance public access in the planning and implementation of district projects. The district shall conduct public hearings as often as is reasonable and necessary to inform, and be informed by, the public for all plans, projects and activities of the district, including the development of a district master plan.

**Sec. 9. Master plan report; annual report.** The governing board of the district shall report to the Joint Standing Committee on State and Local Government by January 31, 2000. The report must contain a district master plan and details of the district's public hearing process in developing the district master plan. The governing board shall report annually on the district's activities to the joint standing committee of the Legislature having jurisdiction over state and local government matters beginning on January 15, 2001. The report must include information on the district's projects, financial condition, efforts to inform and to include the public in district projects and the status of projects with respect to the district master plan.

**Sec. 10. Contingent effective date; adoption by Augusta City Council.** This Act takes effect only upon its formal adoption by a majority of the Augusta City Council. The Act must be presented to the Augusta City Council for adoption no sooner than 90 days after the adjournment of the First Regular Session of the 119th Legislature.

See title page for effective date, unless otherwise indicated.



**Addenda**

# PRIVATE & SPECIAL LAWS

## SECOND REGULAR SESSION OF THE 119TH

### CHAPTER 68 S.P. 863 - L.D. 2261

#### **An Act to Make Technical Changes in the Law Authorizing the Capital Riverfront Improvement District**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1.** P&SL 1999, c. 58, §2, **first ¶** is amended to read:

**Sec. 2. Governing board membership.** Membership of the governing board consists of 16 initial members as follows:

**Sec. 2.** P&SL 1999, c. 58, §2, **last ¶** is amended to read:

Once the initial governing board is established, the City Manager of the City of Augusta and the Director of the Bureau of General Services shall convene the first meetings of the governing board until regularly scheduled meetings are established. The members of the governing board shall elect a chair cochairs, one of whom is a member representing the State and one of whom is a member representing the City of Augusta. The governing board may add additional members to the governing board and may change the composition of the governing board as long as equal representation from the City of Augusta and the State is maintained.

**Sec. 3.** P&SL 1999, c. 58, §4, **first ¶** is amended to read:

**Sec. 4. Terms of office.** Terms of office for members of the initial governing board are staggered as follows:

**Sec. 4.** P&SL 1999, c. 58, §6, **first ¶** is amended to read:

**Sec. 6. District boundaries.** The Augusta City Council, within 120 days of the passage of this Act and upon a recommendation of the governing board and the Augusta Planning Board, shall adopt the district's boundaries. The governing board may recommend and extend the Capital Riverfront Improvement District boundaries as long as the new boundaries are adopted by the Augusta Planning Board and the Augusta City Council.

**Sec. 5.** P&SL 1999, c. 58, §9 is amended to read:

**Sec. 9. Annual report.** The governing board of the district shall report to the Joint Standing Committee on State and Local Government by January 31, 2000. The report must contain a district master plan and details of the district's public hearing process in developing the district master plan. The governing board shall report annually on the district's activities to the joint standing committee of the Legislature having jurisdiction over state and local government matters beginning on January 15, 2001. The report must include information on the district's projects, financial condition, efforts to inform and to include the public in district projects and the status of projects with respect to the district master plan.

Effective August 11, 2000, unless otherwise indicated.



**Addenda****MEMORANDUM OF UNDERSTANDING****BETWEEN THE  
CITY OF AUGUSTA AND THE  
CAPITAL RIVERFRONT IMPROVEMENT DISTRICT  
RELATING TO THE  
EDWARDS MILL PARK SITE**

**WHEREAS**, after extensive public hearing and comment, the Governing Board of the Capital Riverfront Improvement District ("CRID") has proposed plans for a three-phased development and construction of a new park at the site of the former Edwards Mill on the Kennebec River in Augusta (the "Park");

**WHEREAS**, the Capital Riverfront Improvement District was established by Private & Special Law 1999, chapter 58, to encourage increased access to and public use of the Kennebec River and revitalization of downtown Augusta and to foster a local-state partnership that coordinates and shares resources to the benefit of Maine's capital city and Maine citizens;

**WHEREAS**, the proposed site of the Park is on land conveyed by the State of Maine to the City of Augusta ("City") and is situated along the historic Kennebec-Chaudiere Corridor;

**WHEREAS**, the proposed Park presents a unique opportunity for the residents of the City of Augusta and the State of Maine: a park of statewide distinction for all Maine people, a destination for travelers, an historic and educational experience for visitors to Maine's capital city, a place to enjoy the beauty and other advantages of the Kennebec River, a recreational and social venue for City residents and other visitors, a celebration of City history, and a catalyst for residential and economic growth;

**WHEREAS**, by City Council Order 279 the City has accepted the proposed Park Plan of March 2002 recommended to it by the Governing Board of CRID;

**WHEREAS**, the City has authorized the CRID Governing Board to proceed on the City's behalf to implement in phases the improvements to the former Edwards Mill site;

**WHEREAS**, the City and CRID ("the parties") desire to define their respective roles and responsibilities in moving forward with the development (including design), construction, and operation of, and fundraising for, the Park; and

**WHEREAS**, the City has authorized the City Manager to negotiate a memorandum of understanding with the CRID Governing Board detailing the specific future responsibilities of the parties relating to the development, construction, and operation of, and fundraising for, the proposed Park.

**THEREFORE**, the parties set forth their understanding as to their roles and responsibilities for the development, construction, and operation of, and fundraising for, the Park as follows:

**A. Development and Construction**

1. CRID will oversee and be responsible for the development and construction of all phases of the Park. CRID's responsibilities in oversight will include the following:
  - a. CRID will contract with the general contractor(s), architects, engineers, and consultants during all phases of development and construction.
  - b. CRID will communicate with the general contractor(s), architects, engineers, and consultants regarding all phases of development and construction.
  - c. CRID will develop and manage the budget for all phases of development and construction; and
  - d. CRID will oversee the build-out of each phase of construction.



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2. CRID will communicate with the City regarding progress on development and construction as to each phase. CRID's communications with the City will include, at a minimum, the following:
  - a. Initial Meeting. CRID will review with the City the initial proposal for development and construction of each phase.
  - b. Interim Meeting. CRID will review the construction drawings with the City when the drawings are in final draft form.
  - c. Pre-Construction Meeting. CRID will present the final construction drawings to the City.
3. CRID retains the right to modify the plans for Phase I and subsequent phases. CRID will bear the cost of any CRID-initiated modifications to the plans.
4. CRID will submit the final construction plans to the City Council for advice and consent as to each phase. If the City does not act on the final construction plans within 45 days after their submission by CRID, the City will be deemed to have accepted the plans.
  - a. Any substantial City-initiated modification to the final plans must be mutually agreed to by the parties.
  - b. The City will bear the cost of any City-initiated modifications to the plans.
5. CRID will also be responsible for development and construction of the so-called "brick house" and of any new housing on the Park site.
6. The City will cooperate with and assist CRID during the design and construction phases. The City's cooperation and assistance will include the following:
  - a. The City will sign contracts and other documents necessary for design and construction if the City's signature is required because the City owns the land or for other reasons.
  - b. When requested by CRID, the City will furnish the services of its professional staff, if available, as consultants to CRID to assist in the design and construction of the Park. By way of example, matters as to which CRID may request such assistance include preparation of requests for proposal, analysis of bids, preparation of contracts, and design and engineering issues.
  - c. The City will assist CRID in identifying City ordinances and codes applicable to the construction plans.
7. Upon commencement of construction of the first phase of the Park, the City, while retaining ownership, hereby grants to CRID exclusive right to control access to the Park. From that time on, CRID will retain continuously the exclusive right to control access to the Park until construction of the final phase is completed or the parties agree in writing that exclusive right to control access should revert to the City before completion of construction.

### **B. Fundraising**

1. CRID accepts the lead role in raising funds for development and construction of the Park, including, but not limited to, identification of available public funding sources, strategies for solicitation from foundations and other private donors, engagement of fundraising professionals if appropriate, and oversight of the application for and solicitation of funds.
2. The City will provide CRID with assistance needed in furtherance of fundraising, including, but not limited to, the following:
  - a. Unless the City determines that a particular grant will inappropriately encumber the City by way of a match requirement, property encumbrance, or other restriction or burden, the City will assist CRID in preparing applications for grants for funds for the Park; will sign, or authorize CRID to sign on its behalf, any such applications and letters of support; and will communicate with any grant sources as necessary to obtain the awards of the grants.
  - b. City officials will contact or meet with potential donor organizations or potential individual donors, if requested by CRID.
  - c. City officials will meet with and assist any fundraising professional engaged by CRID.



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3. CRID will establish and administer a bank account (the "Park Account") for the benefit of the Park and will provide quarterly financial statements to the City. CRID may invest monies from the Park Account to raise additional funds for the development and construction of the Park. The account shall be audited annually by an independent auditor chosen and paid for by CRID.
4. In the course of its fundraising, CRID will make reasonable efforts to establish and raise funds for an endowment, the interest from which would be used for the post-construction operation, maintenance, and improvement of the Park.
5. If necessary for private contributions supporting the Park to be tax deductible, CRID will take the lead role in establishing a non-profit corporation (e.g., under § 501(c)(3)) to solicit and receive donations for the Park. The City will assist CRID with the creation of the non-profit corporation.
6. The City authorizes CRID to act on its behalf to accept donations and other funds for the Park; to deposit any such funds in the Park Account; and to disburse funds from the Account as necessary for the development and construction of the Park. The City will transfer to CRID within a reasonable time, and in any event no later than 30 days after receipt if the amount of a donation is less than \$1,000 and no later than 14 days after receipt if the amount of a donation equals or exceeds \$1,000, any donation that the City receives for the Park that the City is not required to retain by law or regulation.
7. Nothing in this Memorandum of Understanding precludes the City from contributing funds, by virtue of the issuance of a bond or other means, for the development and construction of the Park.
8. In accepting oversight for fundraising for the Park, CRID is not obligated to raise funds in an amount necessary for development and construction of any of the three phases of the Park.

### C. Informing the Public

1. CRID will prepare public announcements, press releases, mailings and other communications as appropriate to inform area residents of events and developments regarding the Park.
2. The City will assist CRID in the preparation and share in the distribution and cost of any announcements, brochures, or other materials communicating to the public information regarding the Park.

### D. Operations and Programming

1. Current Year. During calendar year 2003, the City will control all operations and programming at the Park. However, during 2003 the City will allow access to the Park to members of CRID's Governing Board, CRID's Director and staff, and any consultants or contractors retained by CRID for the development or construction of the Park. Within a reasonable time before commencement of any operations or programming in 2003, the City will inform CRID of the particular activity and invite comment from CRID.

During 2003 the City will not permit any programming or otherwise take any action that would interfere with commencement or completion of construction of the Park. If the City modifies the Park during 2003 in any way that is inconsistent with the plans for development of the Park, the City will restore the Park so that its condition and appearance are consistent with the plans, or will pay the cost of the restoration.

2. Pre-Completion. The parties agree that use of the Park during development and construction is desirable, so long as the use does not interfere with construction or development, produce a negative image for the Park, or create other undesirable results. Before January 1, 2004, the parties will confer as to an interim plan for operations and programming at the Park to allow appropriate, limited access beginning in 2004 and during the construction of the first and subsequent phases. The parties may amend the interim plan from time to time.

As part of their interim plan, the City and CRID will confer as to any rules and regulations to be adopted by the City for operations, programming, and use of the Park prior to completion of the Park.

3. Post-Completion. After completion of construction of the final phase, the City will oversee all operations and programming at the Park; and after consultation with CRID, adopt appropriate rules and regulations for operations, programming, and use of the Park.



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### E. Revenues

1. Any net revenues, other than property tax revenues and revenues from housing, generated from the Park after the effective date of this MOU and before completion of the final phase shall be deposited into the Park Account to be used for further development and construction of the Park.
2. Unless otherwise agreed to by the parties, net revenues, other than property tax revenues and revenues from housing, generated from use of the Park after completion of the final phase shall inure to the benefit of the Park for, among other things, the operation, maintenance, and improvement of the Park.

### F. Maintenance and Security

The City retains responsibility for the maintenance and security of the Park and the cost thereof except for those areas of the Park that are currently under construction and to which, therefore, the City does not have access.

### G. Insurance

1. Within 30 days after the date of this Memorandum, the City will have in force a policy of liability insurance in an amount equal to that the City provides for itself and its personnel and the policy shall name as insureds, or additional insureds, the City, and its officers, employees, and agents; and CRID, the members of the Governing Board of CRID, and employees and agents of CRID. The policy shall also provide a "tail," or continuous coverage for a period sufficient to meet any applicable statute of limitations, if available at reasonable commercial rates.

After the policy is in effect, the parties must agree to any changes in coverage that are inconsistent with this section. A party will not unreasonably withhold its approval.

2. In addition to those types of insurance typically required in a construction contract, specifications, and general conditions, the parties also will require all general contractors and sub-contractors to have in force policies of insurance affording coverage consistent with section G(1).
3. Nothing in this Memorandum of Understanding is intended to preclude or limit any immunity that may be available to the City, CRID, or any of their officials, employees, agents, or subcontractors, including any immunity afforded by the Maine Tort Claims Act.

### H. Termination

This Memorandum of Understanding may be terminated as follows:

1. Termination without Cause. After completion of construction of a phase of the Park and before any contract has been entered into for the construction of the next phase, either party may terminate this Memorandum of Understanding without cause by giving written notice of termination to the other party. Prior to giving written notice of termination, the parties are required to meet within 30 days thereof to discuss whether the Memorandum of Understanding shall continue for a subsequent phase.
2. Termination for Cause. After one or more contracts have been entered into for construction of a phase of the Park and during construction of that phase, a party may terminate this Memorandum of Understanding only for cause in accordance with the following:
  - a. A party seeking to terminate this Memorandum of Understanding for cause must first give the other party a written notice to cure specifying the acts or omissions constituting cause for termination and requiring the other party to cure the specified deficiency(ies) within a reasonable period of time not less than 90 days from the date of the notice. If the deficiency(ies) has/have not been remedied within the time specified in the notice, the party serving the notice to cure may then terminate this Memorandum of Understanding by serving written notice of termination on the other party.
  - b. As used in this section H(2), "cause" means the failure to comply with any material term of this Memorandum of Understanding or to perform satisfactorily material duties or requirements specified in this Memorandum of Understanding.



## Addenda

### I. MISCELLANEOUS

1. No Liability. CRID accepts no liability for the site, nor any obligation, including financial, to develop or construct the Park or any portion of the Park if sufficient funding or regulatory approval(s) are not received in timely fashion or if development or construction are unduly constrained or prohibited by law, rule, or permit.
2. Name and Logo. The City will consult with CRID regarding the name and logo for the Park, and before any modification of the name or logo.
3. Notices. The parties agree that any notifications or communications relating to the topics covered in this Memorandum of Understanding, or relating to the Park generally, will be delivered to: City Manager, City of Augusta, 16 Cony Street, Augusta, ME, 04330, or Director, Capital Riverfront Improvement District, 212 Water Street, PO Box 2254, Augusta ME 04338-2254. A party shall notify the other party in writing of any change of address.
4. Amendment. The parties may amend this Memorandum of Understanding from time to time by mutual written agreement.

Approved by the Augusta City Council on April 7, 2003 and the Capital Riverfront Improvement District Governing Board on April 22, 2003.

### CITY COUNCIL City of Augusta

By: \_\_\_\_\_  
William R. Bridgeo  
Its: City Manager

### GOVERNING BOARD Capital Riverfront Improvement District

By: \_\_\_\_\_  
Elaine L. Clark  
Its: Co-Chair

And

By: \_\_\_\_\_  
David E. Boulter  
Its: Co-Chair