



**City Council Workshop & Meeting
Agenda
April 16, 2024
Auburn Hall, Council Chambers**

5:30 P.M. City Council Workshop

- A. City Manager's Final FY25 Budget and FY25 CIP – Phil Crowell
- B. City Council Discussion

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

Pledge of Allegiance

- 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 requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.
 - 1. **Order 47-04162024***
Appointing Election Clerks to serve a two-year term (May 1, 2024, through April 30, 2026).
 - 2. **Order 48-04162024***
Authorizing the City Clerk to waive the \$60 Temporary Food Service licensing fee for the Auburn Exchange Club for the Lobster Festival Event scheduled to be held on May 11, 2024.
- II. **Minutes** – April 1, 2024, Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
 - Memo to City Council from the Planning and Permitting Director
- IV. **Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*
- V. **Unfinished Business - None**
- VI. **New Business**
 - 1. **Executive Session** - Discussion on a poverty abatement case #PA 2024-001 pursuant to (36 M.R.S.A § 841) with possible action to follow (Order 49-04162024).
 - 2. **Order 50-04162024**

Authorizing the City Manager to execute a lease with Carroll Materials LLC and direct payments made under the lease into the Intermodal Facility Special Revenue Account.

VII. 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*

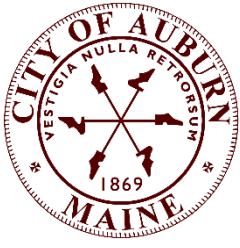
VIII. Reports

- a. Mayor's Report
- b. City Councilors' Reports
- c. City Manager Report

IX. Executive Sessions

1. Economic development, pursuant to 1 M.R.S.A. §405(6)(C) which premature disclosure would prejudice the competitive or bargaining position of the City.
2. Economic development, pursuant to 1 M.R.S.A. §405(6)(C) which premature disclosure would prejudice the competitive or bargaining position of the City. Possible action to follow.

X. Adjournment



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: April 16, 2024

Author: Sue Clements-Dallaire, City Clerk

Subject: City Manager's Final FY25 Budget and CIP Presentations and City Council Discussion

Information: City Manager Phil Crowell will present his final budget and CIP recommendations for Fiscal Year 2025.

City Budgetary Impacts: To be determined

Staff Recommended Action: Budget Presentation and Council Discussion

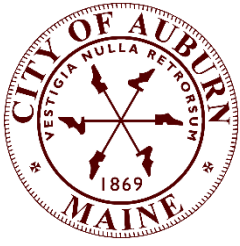
Previous Meetings and History: Budget discussions began at the February 3rd Council retreat and department presentations began on February 20th, then March 4th, March 11th, March 18th, March 25th, April 1st, and April 8th.

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: April 16, 2024

Order: 47-04162024

Author: Sue Clements-Dallaire, City Clerk

Subject: Appointing Election Clerks to serve from May 1, 2024 through April 30, 2026

Information: Nominations for election clerks must be submitted by April 1st of each general election year and may be submitted by the parties, the municipal clerk or by any registered voter in the municipality or county.

We did not receive nominations from any of the political parties.

The municipal officers shall appoint election clerks by May 1st of each general election year to serve at each voting place during the time the polls are open and as counters after the polls close. In making the appointments, the municipal officers shall consider all nominations received by April 1st but may appoint any qualified voters.

City Budgetary Impacts: N/A

Staff Recommended Action: Recommend passage of the order as nominated by the City Clerk.

Previous Meetings and History: Appointments are made every two years pursuant to Title 21-A Sec. 503-A.

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:



City Council Order

IN CITY COUNCIL

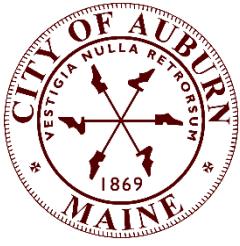
ORDERED, that the following individuals hereby be appointed as Election Clerks for the period of May 1, 2024, through April 30, 2026.

PARTY	LAST NAME	FIRST NAME
R	Amero	Claire
R	Buchanan	Crystal
R	Cyr	Judy
R	Cyr	Claudette
R	Galway	Bonnie
R	Hayes	Priscilla
R	Lee	Linda
R	Martineau	Raymond
R	Oakley	Ruth
R	Whitney	David
D	Bergeron-Smith	Julia
D	Bergeron-Smith	Bram
D	Cavanagh	Robert
D	Dufresne	Carmen
D	Hayes	Bonnie
D	Jordan	Roland
D	Mailey	Joseph
D	McGuckian	Celia
D	Miller	Priscilla
D	Murphy	Mona
D	Pelliccia	Joseph
D	Pelliccia	Patricia
D	Waters	Elizabeth

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: April 16, 2024

Order: 48-04162024

Author: Jennifer Boenig, Downtown Coordinator

Subject: Fee waiver for the Exchange Club of Auburn for the Auburn Lobster Festival

Information: The Exchange Club of Auburn is a nonprofit organization hosting a fundraising dinner during the May 11, 2024 Auburn Lobster Festival. This is an opportunity for the club to serve the community and raise funds to support the Auburn PAL center. The club is requesting council waive the \$60 temporary food license.

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

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

City Budgetary Impacts: Loss of \$60 temporary food license fee.

Staff Recommended Action: Approve the fee waiver request.

Previous Meetings and History: NA

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:

Temporary Food License application
Fee waiver request letter
Overall event layout



EXCHANGE

THE EXCHANGE CLUB OF AUBURN

working to make our community a better place to live

Auburn City Council

Request for Waiver of Permit Fees

March 28, 2024

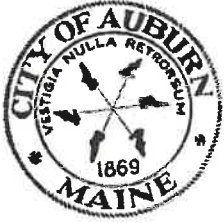
Dear Council,

The Exchange Club of Auburn has been serving the people of Auburn for over 75 years. We are excited to have been asked to participate for a second year at the Auburn Lobster Festival on May 11, 2024, by providing lobster dinners. This is an opportunity to serve our community yet again and raise funds to support our work donating to the many small groups and individuals who impact our community. Among the groups we have supported in recent years are the Auburn PAL Center, Project Graduation at Edward Little and St. Dominic's Academy, the Auburn Suburban Little League, the Auburn Middle School Hockey Team, and four Students of the Month and a Student of the Year each at Edward Little and St. Dominic's Academy. This year we were able to add an Accepting the Challenge of Excellence Award three high school students who have had to overcome great physical, emotional, or social obstacles and are now eligible for high school graduation.

To assist us in our efforts to make our community a better place to live, we request that the permit fees for our participation in the Auburn Lobster Festival be waived.

We thank you for your consideration.

Mike Mathieu
President-Elect



CITY OF AUBURN
BUSINESS LICENSE APPLICATION

Business Name:

Office of the City Clerk
60 Court St, Auburn,
ME 04210
207.333.6600
www.auburnmaine.gov
Please Note: All real estate and personal property taxes related to the business must be current before a license can be issued.

NEW RENEWAL Expires: _____

Please check the boxes for all licenses you are applying for:

There is a late fee of \$50.00 for renewals that are 30-45 days late, \$100.00 for more than 46 days late, and \$200.00 for reoccurring

Food Service Establishments:

*FSE Mobile Food distribution Unit (12 mths) ...\$100
Not to be located less than 200 ft from nearest food service establishment. Please include a letter from property owner authorizing use of location.

*FSE Serving Malt, Vinous & Spirituous Liquor (FSE Class I) \$500

Public hearing required for new license- \$100 fee
Background check must also be included.

*FSE Serving Malt and/or Vinous (FSE Class III & IV)..... \$400

Public hearing required for new license- \$100 fee
Background check must also be included.

*Class A Lounge Serving Malt, Vinous & Spirituous Liquor (Class X) \$1000
(Plus, actual cost of advertising hearing)

Public hearing required for new license - \$100 fee.
Background check must also be included.

* FSE (On/Off), no Alcohol.....\$200
Includes Prepackaged Foods

*Bottle Club/BYOB..... \$200

Public hearing required for new license- \$100 fee
Background check must also be included.

*Temp FSE (Per event max 30 days).....\$60

*All above licenses: include copy of floor plan, menu/
draft menu, certified food handler certificate and a copy of
all State licenses applicable.

FSE Off Premise/Retailer-Malt Liquor/Table
Wine..... \$200

Other Business Licenses Applying for:

*Special Amusement\$125
Public hearing required for new license- \$100 fee
Please fill out supplemental questionnaire (pg. 4).

*Pawnshop/Pawn Broker\$100

*Secondhand Dealer..... \$100

*Massage Establishment/Therapist..... \$150
State license #: _____

Please also include 2 copies of a passport size
photograph taken within 30 days of application date
(annually), copy of current State license and copy of
government issued identification.

*Tattoo Artist..... \$100

***Above licenses:** Each applicant for a license shall provide
a copy of a criminal background check (to include all present
and former names) dated not more than 3 days prior to
submission of application. You can do it yourself on-line
here: <http://www5.informe.org/online/pcr/>

Bowling Alley (fee per lane)
\$85
Of lanes: _____

Roller Skating Rinks with Part/Full Kitchen...\$90

Coin-op Devices (fee per device).....
Up to 10 devices..... \$50 Ea
10 or more devices.... \$30 Ea
of devices: _____ Total Amt _____

Lodging House, Boarding House, Rooming
Houses, Hotels, Motels, etc..... \$100

Seating: _____ Occupancy load: _____

LICENSING FEE(S) TOTAL DUE: \$ _____

NAME OF BUSINESS: **Exchange Club of Auburn** BUSINESS ADDRESS: _____

BUSINESS MAILING ADDRESS: **PO Box 1061, Auburn, ME 04211**

OWNER'S NAME (LOCAL/ONSITE): _____ DOB: _____ PHONE: _____

OWNER'S ADDRESS: _____ MAILING ADDRESS: _____

PREFERRED EMAIL: _____

MANAGER'S NAME: **Mike Mathieu (president-elect)** PHONE #: **207.577.4041** DOB: **09/02/1969**

PREFERRED CONTACT NAME: **Per Almquist** PHONE #: **207.513.2478**

EMAIL ADDRESS: **per.almquist@freegrace.us**

DESCRIPTION OF BUSINESS: **We are a non-profit community service organization.**

TYPE OF PREVIOUS BUSINESS AT ADDRESS (IF KNOWN): _____

FORM OF BUSINESS ORGANIZATION: Corporation Partnership Sole Proprietorship LLC Other

(If a corporation, must include a copy of corporate papers for new licenses)

If a Corporation, Partnership or LLC, complete the following information of each owner (additional names may be listed on an attached sheet):

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title

OWNER OF BUILDING/UNIT: _____ PHONE # _____

OWNER'S ADDRESS: _____

HOURS OF OPERATION: Mon: _____ Tues: _____ Wed: _____ Thurs: _____
Fri: _____ Sat: _____ Sun: _____

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

Name: _____ Date of conviction: _____

Offense: _____ Location: _____

Disposition: _____

Include additional pages if needed.

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


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

There is a 14 day review period after receipt of a **completed** application. Incomplete applications will not be reviewed for approval and will be returned for completion. A business must not operate until approved by the required departments. Final approval and issuance of license will be from the City Clerk's Office.

CERTIFICATE OF APPLICANT AND WAIVER OF CONFIDENTIALITY

*****READ CAREFULLY BEFORE SIGNING*****

I, **Mike Mathieu**, Owner/Operator of the business, hereby authorize the release of any criminal history record information to the City Clerk's Office or Licensing Authority. I understand that this information shall become public record, and I hereby waive any rights of privacy with respect hereto. I further stipulate that I am aware that deliberate falsification of the information herein shall be sufficient cause for denial of a license to operate the business. This application is accurate and true to the best of my knowledge.

Applicant Signature: 

Date: **03.28.2024**

FOR OFFICE USE ONLY

REPORT OF INSPECTING OFFICERS:

<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	FIRE INSPECTOR _____
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	CODE ENFORCEMENT OFFICER _____
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	POLICE _____
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	FINANCE _____

Comments:

Application date: _____	License issued on: _____
Fees paid: License fee(s) _____	Public hearing fee _____ Background fee _____ Late fee _____
Total amount paid = \$ _____	



EXCHANGE

THE EXCHANGE CLUB OF AUBURN

working to make our community a better place to live

Auburn City Council

Request for Waiver of Permit Fees

March 28, 2024

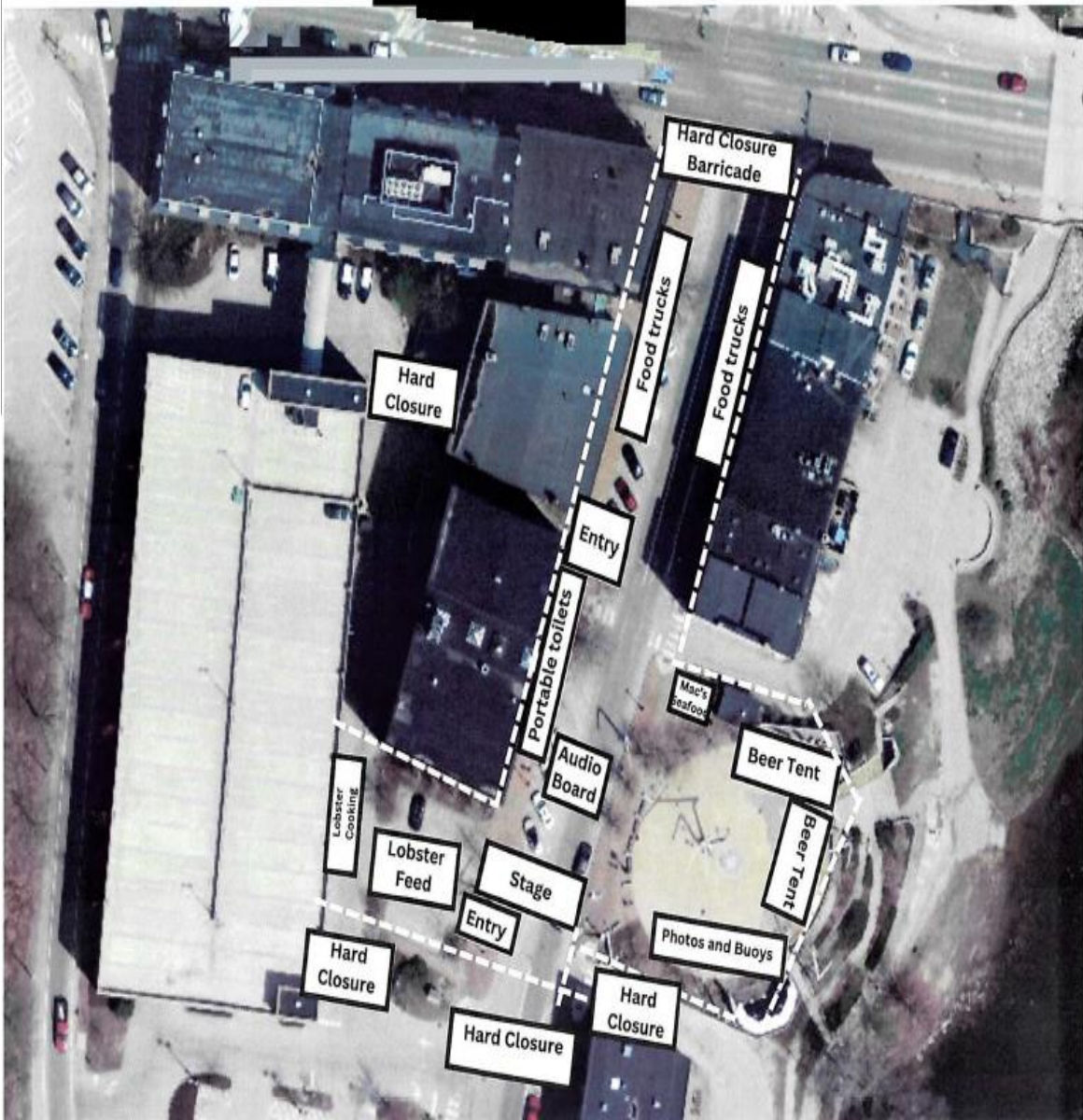
Dear Council,

The Exchange Club of Auburn has been serving the people of Auburn for over 75 years. We are excited to have been asked to participate for a second year at the Auburn Lobster Festival on May 11, 2024, by providing lobster dinners. This is an opportunity to serve our community yet again and raise funds to support our work donating to the many small groups and individuals who impact our community. Among the groups we have supported in recent years are the Auburn PAL Center, Project Graduation at Edward Little and St. Dominic's Academy, the Auburn Suburban Little League, the Auburn Middle School Hockey Team, and four Students of the Month and a Student of the Year each at Edward Little and St. Dominic's Academy. This year we were able to add an Accepting the Challenge of Excellence Award three high school students who have had to overcome great physical, emotional, or social obstacles and are now eligible for high school graduation.

To assist us in our efforts to make our community a better place to live, we request that the permit fees for our participation in the Auburn Lobster Festival be waived.

We thank you for your consideration.

Mike Mathieu
President-Elect





Certificate of Achievement

This certificate is awarded to

MICHAEL MATHIEU

Congratulations! You have completed

ServSafe® Food Handler
Employee Food Safety Online Course and Exam



#0655
ASTM E2659
Certificate Issuer

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-6383
800.765.2122 in Chicago area 312.715.1010
Restaurant.org | ServSafe.com

Certificate Number **6311514** Date **4/26/2023**

Expiration Date **4/26/2026**





ORDER 48-04162024

City Council Order

IN CITY COUNCIL

Ordered, that the City Council hereby authorizes the City Clerk to waive the \$60.00 Temporary Food Service fee for the Auburn Exchange Club's lobster dinner fundraiser scheduled for Saturday, May 11, 2024.

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 REGULAR MEETING APRIL 1, 2024, VOL. 37 PAGE 150

Mayor Harmon called the meeting to order at 7:02 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

I. Consent Items

1. Order 41-04012024*

Setting the date for the School Budget Validation Referendum Election (June 11, 2024).

Motion was made by Councilor Walker, seconded by Councilor Cowan for passage.

Passage 7-0.

II. Minutes

March 18, 2024, Regular Council Meeting

Motion was made by Councilor Walker, seconded by Councilor Cowan to approve the minutes of the March 18, 2024, Regular Council Meeting.

Passage 6-0-1 (Councilor Platz abstained).

March 25, 2024, Special Council Meeting

Motion was made by Councilor Walker, seconded by Councilor Whiting to approve the minutes of the March 25, 2024, Special Council Meeting.

Passage 7-0.

III. Communications, Presentations and Recognitions

- Recognition - Camden Goddard - 2024 MRPA Citizen Volunteer Award Recipient
- Communication – Request for Lake Stewards of Maine funding from the City of Auburn for FY2024

IV. Open Session – No one from the public spoke.

V. Unfinished Business

1. Ordinance 01-01022024

Amending Chapter 60 of the zoning ordinance to include Effective Date and Applicability Date of Ordinance 26-11202023. Public hearing and second reading.

Public hearing – No one from the public spoke.

Motion was made by Councilor Cowan, seconded by Councilor Whiting for passage.

Failed 3-4 (Councilors Milks, Weisner, Walker, and Gerry opposed). A roll call vote was taken.

2. Order 39-03182024

IN COUNCIL REGULAR MEETING APRIL 1, 2024, VOL. 37 PAGE 151

Disposition of building located at 46 Fair Street under dangerous building statute. Public hearing for parties with interest in property.

This item was postponed during the last regular Council meeting (3/18/2024).

Motion was made by Councilor Milks, seconded by Councilor Walker to reopen the public hearing.

Passage 7-0.

Martin Doherty, 194 Oak Hill Road stated that he is disappointed, and he thought this would be a clearer effort, adding that it seems like the same story over and over, and over again. He does not agree with moving forward with the renovation of this property. He said he thinks demolition is the way to go.

Motion was made by Councilor Cowan, seconded by Councilor Walker to amend Exhibit A, Findings of Fact to conform with the edits shown in the agenda packet from pages 37-40.

Passage 7-0.

Motion was made by Councilor Weisner, seconded by Councilor Milks to amend the order of demolition to conform with the edited order of demolition provided at the start of the meeting.

Passage 7-0.

Passage of the main motion as amended, 7-0.

Councilor Platz was not present during the 3/18/2024 meeting. However, for the record, he confirmed that he has reviewed the materials and the testimony from that meeting in addition to the minutes of that meeting.

VI. New Business

1. Order 42-04012024

Authorizing the City Clerk to consolidate to one polling place for the July 9, 2024, Special Municipal Election. Public hearing and vote.

Motion was made by Councilor Walker, seconded by Councilor Platz for passage.

Public hearing – No one from the public spoke.

Passage 7-0.

2. Order 43-04012024

Adopting the 5-year Capital Improvement Plan (CIP).

Motion was made by Councilor Walker, seconded by Councilor Whiting for passage.

Passage 7-0.

3. Order 44-04012024

Approving the Mass Gathering for the Auburn Lobster Festival event scheduled for Saturday, May 11, 2024. Public hearing and vote.

Motion was made by Councilor Walker, seconded by Councilor Milks for passage.

Public hearing – No one from the public spoke.

Passage 7-0.

4. Order 45-04012024

Approving the temporary liquor license for an Incorporated Civic Organization for the Lobster Festival event scheduled for Saturday, May 11, 2024. Public hearing and vote.

Motion was made by Councilor Walker, seconded by Councilor Milks for passage.

Public hearing – No one from the public spoke.

Passage 7-0.

5. Order 46-04012024

Approving the Annual Report to the Maine State Housing Authority for Tax Year 4/1/2023-3/31/2024.

Motion was made by Councilor Milks, seconded by Councilor Walker for passage.

Passage 7-0.

6. Resolve 03-04012024

Adopting the Androscoggin County Natural Hazard Mitigation Plan 2024.

Motion was made by Councilor Walker, seconded by Councilor Whiting for passage.

Passage 7-0.

VII. Open Session – No one from the public spoke.

VIII. Reports

Mayor's Harmon reported on the Burnt Ends BBQ ribbon cutting, the Civic Leadership seminar at USM (Portland campus), and the Vietnam Veteran Memorial service that was held last Friday in Lewiston.

Councilor Cowan reported on the Mayor's Ad hoc Committee on Homelessness adding that their next meeting is on the 11th of April at the Senior Center. He also reported that the next LATC meeting is also scheduled for April 11th.

IN COUNCIL REGULAR MEETING APRIL 1, 2024, VOL. 37 PAGE 153

Councilor Milks reported on the Ad hoc Water Committee meeting he attended and provided some of the results from the WRS study on phosphorus levels.

Councilor Platz thanked the School Committee for their budget presentation during the workshop. He reported that he attended the Brown Tail Moth seminar that was held at the Senior Community Center stating it was very informative, and he reported that the Conservation Working Group put out a nice YouTube video on backyard pollinators.

City Manager Crowell announced that there will be a Land Use Forum on Saturday, April 13th from 10:00 am to 1:00 pm at the Senior Community Center. He also noted that there will be an additional budget workshop scheduled for Monday, April 8th.

IX. Executive Sessions – Economic development, pursuant to 1 M.R.S.A. §405(6)(C) which premature disclosure would prejudice the competitive or bargaining position of the City.

Motion was made by Councilor Walker, seconded by Councilor Cowan to enter into executive session.

Passage 7-0. Time 7:52 pm.

Council was declared out of executive session at 8:22 pm.

X. Adjournment

Motion was made by Councilor Cowan, seconded by Councilor Gerry to adjourn. Unanimously approved, the meeting adjourned at 8:22 pm.

A TRUE COPY

ATTEST *Susan Clements-Dallaire*
Susan Clements-Dallaire, City Clerk



City of Auburn, Maine

Planning and Permitting
Department

Eric Cousens, Director

60 Court Street | Auburn, Maine 04210
www.auburnmaine.gov | 207.333.6601

To: Auburn Mayor and City Council

From: Eric J. Cousens, Director Planning and Permitting

Re: Lake Auburn Watershed Stakeholders Update

Date: April 16, 2024, Council Meeting

In January of 2024, the City Council ordered (04-01022024) the City Manager to direct staff to work with city wide interest groups (AG Working Group, Sustainability and Natural Resources Board, LAWPC, Planning Board and public stakeholders) to consider specific questions related to the Lake Auburn Watershed Ordinances. The group was named the Lake Auburn Watershed Stakeholders Group. Since that time, the group (s) have met on numerous occasions to address the Council's questions related to protecting Lake Auburn and is drafting the recommended ordinances to drive those protections. Unfortunately, the deadline of April 16, 2024 will not be met. The recommendations will be presented at the May 6, 2024 meeting which will still allow the necessary time to be submitted to the Planning Board at their May 14, 2024 meeting.

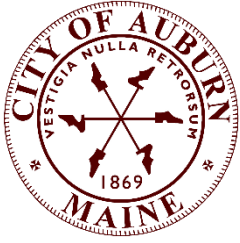
Proposed Timeline:

April 16, 2024, City Council Communication Memo

May 6, 2024, Text Amendments to City Council for Order to refer text amendments to Planning Board.

May 14, 2024, Public Hearing for Planning Board to review text amendments to provide recommendation to the City Council.

June, 2024, likely 1st and 2nd City Council reading to include public hearing on text amendments.



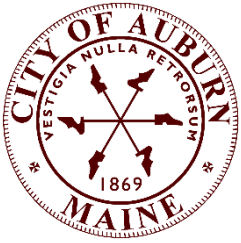
**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: April 16, 2024

Author: Sue Clements-Dallaire, City Clerk

Subject: Executive Session, poverty abatement case, pursuant to 36 M.R.S.A. § 841

Information: Discussion on a poverty abatement case #PA 2024-001 pursuant to (36 M.R.S.A § 841). Possible action to follow (Order 49-04162024).



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: April 16, 2024

Order: 50-04162024

Author: Jonathan P. LaBonte, Transportation Systems Director

Subject: Auburn Intermodal Facility Track Rights Lease

Information: The City has been actively pursuing potential customers for the Intermodal Facility, along with our partners at the St. Lawrence and Atlantic Railroad. While Power and Construction Group currently leases space for laydown and storage of materials, the freight intermodal movements that were central to the construction of this facility in 1994 have not occurred since 2014.

Carroll Materials LLC is interested in moving non-hazardous product into Auburn by rail and then transferring to truck in the Intermodal. The lease would provide them rights to store up to five (5) rail cars on the City-owned track in the Intermodal, as well as accessing the property by truck for transfers. As part of the broader partnership to move product through Auburn, they are also likely to store additional product awaiting unloading on the Rangeley Branch, an asset of the Lewiston and Auburn Railroad Company. The Rangeley Branch opened for use in 2016 and will now see its first activity.

The three year term is the start of growing this business relationship and in turn attracting other customers to the facility. Given the facility has been dormant for a decade, we are also discussing with MaineDOT strategies to plan for necessary upgrades to meet customer needs into the future.

City Budgetary Impacts: Reveune of \$12,000 in annual lease payments

Staff Recommended Action: Approval of the Order

Previous Meetings and History:

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:

DRAFT Carroll Materials LLC Lease

Lease Agreement

This Lease Agreement, made as of the _____ day of _____, 2024, between the **City of Auburn**, a municipality organized and existing under the laws of the State of Maine (hereinafter referred to as the "Landlord") and **Carroll Materials LLC**, a Maine limited liability company (hereinafter called "Tenant"), whose address is 25 Dolls Ridge Road, Limerick, ME 04048 (the "Lease")

Landlord and Tenant, for the consideration hereinafter expressed, covenant and agree as follows:

1. Premises: Landlord leases to Tenant, subject to the rights hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, enough track length to cover up to five (5) rail cars (approximately 225 feet based on rail car length of 45 feet), situated on Track 1 at the City's Intermodal Facility, located in Auburn, County of Androscoggin, State of Maine (the "Tracks"). Landlord also provides to Tenant rights to use of scales and related equipment as may be necessary for the tracking and transfer of product to or from Rail Cars.
2. Use of Premises: (a) Tenant shall use the Tracks for no purpose other than the storage and inspection of rail cars owned or used by or consigned to Tenant (the "Rail Cars"), pending placement of the Rail Cars onto tracks of Tenant or other outbound movement.

(b) The commodities to be stored on the Tracks shall be limited to cement. Under no circumstances shall Tenant store hazardous commodities on the Tracks. Landlord may, but shall not be required to, permit use of the Tracks by Tenant for non-hazardous commodities other than those described herein, and any such use shall fall under the Standard Terms and Conditions (hereinafter defined) of this Lease. Such additional permission may be revoked by Landlord at any time, in its sole discretion.

(c) The scale is made available "as is". Tenant is not obligated to use the scale and may seek third-party options off site for its use. Should Tenant choose to use the scale, it agrees, at its own expense, to make necessary improvements to ensure its proper operation, as may be required by any regulatory body for achieving certification in the State of Maine. Landlord may, at its discretion, participate in future repairs or capital investment associated with the scale.
3. Term: This Lease shall take effect as of _____, 2024 and shall remain in effect until _____, 2027, or terminated earlier in accordance with Section 8 of the Standard Terms and Conditions (hereinafter defined).
4. Payment: (a) As rental for use of the Premises under this Lease, Tenant shall pay Landlord Twelve Thousand Dollars (**\$12,000.00**) annually for the storage of the Rail Cars, in advance. In the event that an invoice has not been paid or payment has not been made by Lessee within fifteen (15) days after such payment is due and payable, a late payment charge of two percent (2%) may be assessed on the outstanding balance (payments, late payment charges and finance charges) owed, and a finance charge of two percent (2%) per month may also be assessed on the outstanding balance (payments, late payment charges and finance charges) owed. Payments shall be applied first to finance charges, second to late payment charges, and then to the outstanding balance.

(b) During the term of this Lease, all tax, insurance, license, repair, replacement, betterment, transportation, loading, unloading, operation and maintenance expenses and costs associated with Tenant's Rail Cars, or the operation and maintenance thereof, shall be the exclusive responsibility of Tenant and not the Landlord.

5. Standard Terms and Conditions: The Landlord's standard terms and conditions to this Lease ("Standard Terms and Conditions") are annexed hereto as Exhibit A and are incorporated into this Lease. The Standard Terms and Conditions apply to all Tracks leased under this Lease.

IN WITNESS WHEREOF, this Lease has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

LANDLORD:

TENANT:

City of Auburn

Carroll Materials LLC

By: _____

By: _____

Name:

Name:

Its:

Its:

Date:

Date:

EXHIBIT A

**STANDARD TERMS AND CONDITIONS
TO LEASE OF TRACK SPACE FOR STORAGE OF CARS**

The following Standard Terms and Conditions are incorporated by reference to the Lease of Track Space for Storage of Cars (the "Lease"), dated _____, 2024, by and between the City of Auburn and Carroll Materials LLC. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

1. Tenant shall not at any time own or claim any right, title or interest in or to the Tracks or the land thereunder or adjacent thereto, nor shall the exercise by Tenant of rights under the Lease for any length of time give rise to any right, title or interest on the part of Tenant in or to the Tracks or the land thereunder other than the leasehold created herein.
2. Landlord retains the following rights to use the Tracks: (a) to substitute other track within the same general location of the same approximate length as described in Section 1 of the Lease and any such substituted track shall be included in the definition of "Tracks"; (b) to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines under or over the Tracks, and to use, repair, replace, and remove the same; and (c) to alter, rearrange, extend, or enlarge the Tracks. Only Landlord's employees, agents, or its designees may operate trains or move Rail Cars on the Tracks.
3. In the event that Rail Cars cannot be stored on the Tracks for any reason whatsoever, but are still stored on other tracks owned by or in the possession of Landlord, such portions of Landlord's track or property shall be deemed as Tracks for the purpose of this Section 3. With respect to the Tracks and any Rail Cars while they are being stored on the Tracks:

(A) TENANT AGREES TO SAVE LANDLORD HARMLESS AND INDEMNIFY IT FROM ANY LIABILITY FOR INJURY, LOSS, ACCIDENT, OR DAMAGE TO ANY PERSON OR PROPERTY AND FROM ANY CLAIMS, ACTIONS, PROCEEDINGS, AND COSTS IN CONNECTION THEREWITH, INCLUDING REASONABLE COUNSEL FEES ARISING FROM OMISSION, FAULT, NEGLIGENCE, OR OTHER MISCONDUCT OF TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, AND INVITEES ON OUR ABOUT THE PREMISES OR OTHERWISE OCCURING THEREON.

(B) IN THE EVENT OF ANY LEAKAGE, SPILLAGE OR RELEASE FROM ANY RAIL CAR ON THE TRACKS, TENANT SHALL PROMPTLY AND FULLY REIMBURSE, DEFEND AND INDEMNIFY THE LANDLORD FOR ANY COST, CHARGE, FINE, PENALTY OR REASONABLE ATTORNEY'S FEES INCURRED BY THE LANDLORD AS A RESULT OF SUCH LEAKAGE, SPILLAGE OR RELEASE, INCLUDING COSTS TO CLEAN, NEUTRALIZE, REMOVE OR REMEDY THE RELEASE.

(C) TENANT SHALL ASSUME THE RISK OF LOSS AND/OR DAMAGE TO ANY RAIL CAR AND THE CONTENTS THEREOF ON THE PREMISES OR TRACK AND SHALL NOT ASSERT ANY CLAIM AGAINST THE LANDLORD FOR SUCH LOSS OR DAMAGE ARISING FROM ANY CAUSE WHATSOEVER.

4. (a) Tenant shall, at its expense, procure and maintain throughout the term of this Lease, and thereafter until all Rail Cars are removed from the Tracks, a comprehensive general form of insurance covering liability, including, but not limited to, Public Liability, Personal Injury, and Property Damage, as well as Contractual Liability in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate, and with a deductible no greater than \$50,000 of the amount of insurance coverage per occurrence. Such policies shall be endorsed to provide Waiver of Subrogation in favor of the Landlord and the Landlord shall be named as Additional Insureds. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(b) RESERVED

(c) RESERVED

(d) RESERVED

(e) All insurance shall be placed with insurance companies licensed to do business in the state in which the Tracks are located, with a current Best's Insurance Guide Rating of A- and Class VIII, or better. Tenant shall provide Landlord with, and thereafter maintain in effect, a current Certificate of Insurance, prior to commencement of this Lease, evidencing such insurance, and such certificate of insurance must be endorsed to provide for coverage of incidents occurring within fifty (50) feet of a railroad track, and any provision in the insurance policy to the contrary must be specifically deleted. Each policy shall provide that it shall not be canceled or materially changed unless at least thirty (30) days' prior written notice of cancellation or change shall have been mailed by the insurance company to Landlord at the address designated herein.

(f) The furnishing of insurance required by this Section 4 shall in no way limit or diminish the liability or responsibility of Tenant as provided under any section of this Lease.

(g) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement date of this Lease and shall not be advanced during the term of this Lease,
- (2) Tenant shall maintain such policies on a continuous basis, and
- (3) If there is a change in insurer or policies are canceled or not renewed, Tenant shall purchase an extended reporting period of not less than three (3) years after the termination of this Lease.
- (4) Tenant shall arrange for adequate time for reporting of any loss under this Lease.

(h) The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Lease, or any amendment hereto, whether by expiration of time, by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Lease was in effect and the insurance was in force.

(i) Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Tenant's sole risk.

5. (a) Notwithstanding any other provision of this Lease, Tenant shall comply with any and all environmental laws, statutes, ordinances, rules, regulations, orders, decisions, including the Resource

Conservation and Recovery Act, as amended or supplemented, and the Comprehensive Environmental Response Compensation and Liability Act, as amended or supplemented (hereinafter collectively referred to as “Environmental Laws”), issued by any federal, state or municipal governmental body or agency established thereby (hereinafter referred to as “Authority”), relating to the use of the Track by Tenant;

(b) Tenant, in its use of the Track, shall not create or permit any condition on the Track that could present a threat to human health or to the environment. Tenant shall at all times be in full compliance with all Environmental Laws, present or future, set by any Authority, including but not limited to, Environmental Laws concerning air quality, water quality (surface of underground), noise, hazardous substances and hazardous waste(s).

(c) Should any discharge, leakage, spillage, emission or pollution of any type occur or arise from the Track as a result of Tenant’s presence, use, operations or exercise of the rights granted hereunder, Tenant shall immediately notify Landlord and shall, at Tenant’s expense, be obligated to clean all property affected thereby, whether owned or controlled by Landlord or any third persons, to the satisfaction of Landlord (insofar as the property owned or controlled by Landlord is concerned) and any governmental body having jurisdiction in the matter. Landlord may, at its option, clean the property; if Landlord elects to do so, Tenant shall pay Landlord the reasonable cost of such cleanup promptly upon the receipt of a bill therefor.

(d) TENANT AGREES TO RELEASE, INDEMNIFY AND DEFEND THE LANDLORD FROM AND AGAINST ALL LIABILITY, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY FINES, PENALTIES, JUDGMENTS, LITIGATION COSTS AND ATTORNEY FEES) INCURRED BY THE LANDLORD AS A RESULT OF TENANT’S BREACH OF THIS SECTION 5 REGARDLESS OF THE NEGLIGENCE OF THE LANDLORD, EXCEPT TO THE EXTENT ANY SUCH LIABILITIES, COSTS AND EXPENSES ARE SOLELY CAUSED BY THE GROSS NEGLIGENCE OF THE LANDLORD.

6. Tenant acknowledges that during the period of time that Rail Cars have been placed on the Tracks for storage Landlord shall not be, and Tenant shall not assert that Landlord is a bailee or warehouseman with respect to such Rail Cars or the contents thereof. Tenant further acknowledges and agrees that during such storage period Landlord will not, and has no duty or obligation under this Lease or otherwise to provide security for the Rail Cars or the contents thereof against acts or omissions of third parties (including trespassers) or against Acts of God. Tenant agrees to develop, implement and maintain any safety or security plans and measures required by governmental authority or otherwise prudent to safeguard the Rail Cars and their contents while stored on the Tracks.
7. In exercising its rights under this Lease, Tenant shall adopt and enforce suitable safety rules and regulations satisfactory to Landlord for the protection of Landlord and Tenant employees and others if and when Tenant’s employees are in or on the stored cars or on or near the Tracks, and will require Tenant employees and others to notify, by proper signals or flags, the employees of Landlord that they are in or on cars or on or near the Tracks.
8. If Tenant fails to keep and perform any of its obligations under this Lease, including, without limitation, timely payment of rental, then Landlord may terminate this Lease immediately upon written notice to Tenant. This Lease also may be terminated at any time by either party by serving thirty (30) days’ written notice of termination upon the other party, stating therein the date that such termination shall

take place. No termination hereof shall release Tenant or Landlord from any liability or obligation hereunder, whether of indemnity or otherwise. Upon termination of this Lease, Tenant shall immediately vacate the Tracks. If Tenant fails to vacate, Tenant shall be charged standard demurrage according to the applicable tariff rates then in effect.

9. In the event either party is unable, due to natural disaster, strike or labor unrest, to fulfill its obligations under this Lease, it shall be excused therefrom without penalty until the natural disaster has abated, or for the duration of the strike or labor unrest.
10. All notices to be given hereunder shall be given in writing, by depositing same in the United States mail, or other acceptable mailing service, with postage prepaid, and addressed to Landlord or Tenant, as the case may be, at the address identified above.
11. In the event that Tenant embraces two or more persons, corporations, or entities, all the covenants and agreements of Tenant shall be the joint and several covenants and agreements of such persons, corporations, or entities.
12. The Tenant represents and warrants that it has the authority and legal right to enter into this Lease and to perform the obligations required of it hereunder, and this Lease and any document or instrument to be executed and delivered by each to the other pursuant hereto has been duly (or will be prior to delivery) authorized, executed and delivered.
13. All the covenants and provisions of this Lease shall be binding upon the legal representatives, successors and permitted assigns of Tenant. No assignment by Tenant shall be binding upon Landlord without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's absolute discretion. This Lease shall inure to the benefit of the successors and assigns of Landlord.
14. All questions arising under this Lease shall be decided according to the laws of the State of Maine.
15. To the maximum extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Lease.
16. The waiver by Landlord of the breach of any provision herein by Tenant shall in no way impair the right of Landlord to enforce that provision for any subsequent breach thereof.
17. This Lease is the full and complete agreement between Landlord and Tenant with respect to all matters relating to the Tracks and supersedes all other agreements between the parties hereto relating to the Tracks and may not be modified without the written consent of all Parties and has been executed by the authorized officials of the Parties.
18. This Lease does not constitute permission for Tenant's employees or agents or any other person to enter upon the premises of Landlord. Tenant shall seek permission from Landlord to enter the Landlord's premises as may be necessary by Tenant and such permission shall not be unreasonably withheld.
19. RESERVED

20. The parties shall not disclose the terms of this Agreement to a third party (a) other than as required by law so long as such party required to disclose the terms of this Agreement under applicable law provides the other party with prior written notice of such requirement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, the parties may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated company; or (2) to their lawyers and consultants, including but not limited to its auditors, provided that all such parties agree to maintain the confidentiality of such information in accordance with the terms of this provision. If any party violates this paragraph, any adversely affected party may cancel this Agreement without penalty and exercise any available remedies under applicable law.



ORDER 50-04162024

City Council Order

IN CITY COUNCIL

Ordered, that the Auburn City Council hereby authorizes the City Manager to execute a lease with Carroll Materials LLC and directs payments made under the lease into the Intermodal Facility Special Revenue Account.

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: April 16, 2024

Subject: Executive Session

Information: Economic development, pursuant to 1 M.R.S.A. Section 405(6) (C) which premature disclosure would prejudice the competitive or bargaining position of the city.

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

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

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

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

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

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

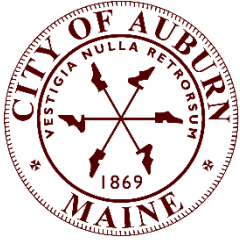
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both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

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

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

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

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



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: April 16, 2024

Subject: Executive Session

Information: Economic development, pursuant to 1 M.R.S.A. Section 405(6) (C) which premature disclosure would prejudice the competitive or bargaining position of the city. Possible action to follow.

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

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

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

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

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

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

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

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