



**City Council Workshop & Meeting
October 2, 2017
Agenda**

5:30 P.M. Workshop

- A. General Assistance Ordinance Amendments – Holli Olivier (10 minutes)
 - i. General Assistance Maximums
 - ii. General Assistance Non Maximums
- B. Rental Assistance – Yvette Bouttenot (20 minutes)
- C. Troy Street Vacation – Eric Cousens and Michael Chamming (10 minutes)
- D. HOME Fund Commitments – Michael Chamming (15 minutes)

6:00 P.M. *There will be a brief recess so that the Mayor, Council and staff may attend the Domestic Violence Vigil at Festival Plaza*

7:00 P.M. City Council Meeting

Roll call votes will begin with Councilor Young

Pledge of Allegiance

- I. **Consent Items** – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.
- II. **Minutes**
 - September 18, 2017 Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
 - **Proclamation** – Walk or Bike to School Day – October 4, 2017
 - **Presentation** - Auburn Book Project - Author, Ben Condit
 - **Communication** – Request from the Joint Charter Commission to conduct a second public hearing to consider amendments to the Lewiston Auburn Consolidation Agreement
- IV. **Open Session** – Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.
- V. **Unfinished Business** - none

VI. New Business - none

VII. Reports

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

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

IX. Executive Session

- A. Executive session - economic development matter (income utilization), pursuant to 1 M.R.S.A. 405 (6)(C)
- B. Executive session – economic development matter (OSPREY - CEA), pursuant to 1 M.R.S.A. 405 (6)(C)
- C. Executive session – economic development matter (land acquisition – Pan Am), pursuant to 1 M.R.S.A. 405 (6)(C)

X. Adjournment

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

A. Discussion 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: 10/2/2017

Order:

Author: Holli Olivier

Subject: Adoption of Appendices for General Assistance, Effective 10/01/2017 to 09/30/2018

Information: I'm seeking the approval of the new General Assistance Appendix A (the GA overall maximums), Appendix B (the food maximums), and Appendix C (Lewiston / Auburn MSA Rental Maximums) the housing accordance to Ordinance 24-23 in Chapter 24, and Appendix D (the Utilities / Electric Maximums). Once the appendices A - D are adopted, they will replace the FY 16-17 maximums for those appendices.

The maximums are established as a matter of State law based on certain federal and HUD fair market values. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22, M.R.S.A. §4305(4).

Advantages: By adopting the new appendices A - D the program will be in compliance for the 70% reimbursement from the State.

City Budgetary Impacts: The overall maximum (Appendix A) is an average increase of 9.25%. The food maximum (Appendix B) is an average decrease of -1.3%. The rental increase (Appendix C) is an average increase of 11% over last year's rates. The utilities maximum (Appendix D) is an average increase of 1.25%.

Staff Recommended Action: Approval of the increase / decrease to the General Assistance Appendices A - D as required by State statutes and ordinance.

Previous Meetings and History: This is a yearly approval needed by council when any changes are done to the appendices.

City Manager Comments:

I concur with the recommendation. Signature: 

- Attachments:**
Appendix A, Overall Maximums
Appendix B, Food Maximums
Appendix C, Rental Maximums
Appendix D, Utilities / Electric Maximums
Adoption form for 17-18

**GENERAL ASSISTANCE ORDINANCE
APPENDICES A-D
2017-2018**

The Municipality of Auburn, Maine adopts the MMA Model Ordinance GA Appendices (A - D) for the period of Oct. 1, 2017—September 30, 2018. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

_____	_____
James Pross	(Signature)
_____	_____
Robert Stone	(Signature)
_____	_____
Andy Titus	(Signature)
_____	_____
Adam Lee	(Signature)
_____	_____
Leroy Walker	(Signature)
_____	_____
Grady R. Burns	(Signature)
_____	_____
David C. Young	(Signature)

James Pross, Ward One
Robert Stone, Ward Two
Andy Titus, Ward Three
Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE #:

Be it Ordained, that the City Council hereby amends Chapter 24, Article II, Division 1, Sec. 24-23 of the General Assistance Ordinance Annual Adjustment of Maximum Benefits to incorporate the following maximum levels of assistance to be effective on and after October 1, 2017 through September 30, 2018, as follows:

Sec. 24-23. - Annual adjustment of maximum benefits.

- (a) Each year the Maine Municipal Association provides for the city ~~three~~ appendices providing maximum benefits applicable for the period beginning October 1 and ending September 30 as mandated by state law and based on certain federal values effective on October 1 of each year, as follows:
- (1) Appendix A, a listing of overall maximum levels of general assistance relating to all Maine municipalities.
 - (2) Appendix B, a listing of maximum levels of assistance for food.
 - (3) Appendix C, a listing of maximum levels for heated and unheated housing.
 - (4) Appendix D, a listing of maximum levels for households with electrically heated hot water.
- (b) The portion of these annual appendices applicable to the city, as adopted each year by the city council, are made a part of this chapter as though fully set forth herein and a copy thereof is available in the office of the city clerk.

Editor's note— The appendices referred to in this section are not codified but are available in the office of the city clerk.

James Pross, Ward One
 Robert Stone, Ward Two
 Andy Titus, Ward Three
 Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

Appendix A – GA Overall Maximums
 Effective 10/1/2017 – 9/30/2018

TOTAL NUMBER IN HOUSEHOLD:	1	2	3	4	5
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	641	726	915	1,169	1,397

Add \$75.00 for each additional person

Appendix B – Food Maximums
 Effective 10/1/2017 – 9/30/2018

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2017, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	44.65	192
2	81.86	352
3	117.21	504
4	148.84	640
5	176.74	760
6	212.33	913
7	234.65	1,009
8	268.14	1,153

****Note: For each additional person, add \$144 per month.**

Appendix C – Rental Maximums
 Effective 10/1/2017 – 9/30/2018

Lewiston/Auburn MSA	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
Bedrooms				
0	112	483	135	581
1	125	538	153	659
2	165	711	195	838
3	208	896	251	1,079
4	249	1,071	301	1,294

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David C. Young, At Large

Jonathan P. LaBonte, Mayor

Appendix D – Utilities / Electric

Effective 10/1/2017 - 9/30/2018

Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: 10/2/2017

Author: Holli Olivier

Subject: General Assistance Ordinance changes. Effective 11/1/2017

Information: I'm seeking the approval of the new General Assistance Ordinance changes.

These amendments are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22, M.R.S.A. §4305(4).


By adopting the new changes, the program will be in compliance for the 70% reimbursement from the State. If we do not adopt the changes, the program will be penalized and lose the State reimbursement.

City Budgetary Impacts: The changes should help the City save on the burial fees that are paid by allowing a representative of General Assistance to follow up with relative's financial institutions and by making other family members responsible for payment.

Staff Recommended Action: Approval of the Ordinance changes as required by State statutes and ordinance.

Previous Meetings and History: Ordinance changes may occur every two years unless a law is passed in an emergency legislative session. However, they do not always occur on the every two-year schedule and several years have passed since the previous one. Approval is needed by council when any changes are done to the General Assistance Ordinance.

City Manager Recommendations:

I concur with the recommendation. Signature: 

Attachments:

Administrative Rules and Regulations Language changes.

GENERAL ASSISTANCE ORDINANCE

The Municipality of Auburn, Maine adopts the following General Assistance Ordinance. The Ordinance is filed with the Department of Health & Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

James Pross (Signature)

Robert Stone (Signature)

Andy Titus (Signature)

Adam Lee (Signature)

Leroy Walker (Signature)

Grady R. Burns (Signature)

David C. Young (Signature)

James Pross, Ward One
Robert Stone, Ward Two
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Adam R. Lee, Ward Four



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

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE #:

Be it Ordained, that the City Council hereby amends Chapter 24, Article II, Division 1, Sec. 24-21 (d); *and* Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (8)(h) of the General Assistance Ordinance to incorporate the following changes to be effective on and after November 1, 2017:

Chapter 24, Article II, Division 1, Sec. 24-21 (d) *Information from other sources*

(d) *Information from other sources.* Information furnished to the city by the state department of human services or any other agency or institution pursuant to 22 M.R.S.A. § 4314, ~~concerning recipients of categorical assistance~~, is confidential. The general assistance administrator will also comply with laws relating to the confidentiality of vital statistic records such as those concerning birth, marriage and death. (22 M.R.S.A. § 2706). Any representative of a financial institution or any employer of a general assistance applicant who, upon receipt of a written release signed by the depositor and a written request from the Administrator, refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. Effective November 1, 2017: national banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, effective November 1, 2017, when a municipality or its agents are acting in accordance with section 4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any such person who refuses to provide information, without just cause, may be subject to a civil penalty of not less than \$25 nor more than \$100. Any person, including the applicant, who knowingly and willfully makes a false representation of a material fact to the administrator is committing a Class E crime (22 M.R.S.A. § § 4314, 4315).

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Jonathan P. LaBonte, Mayor

Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (8)(h) *Determination of family members' ability to pay*

(h) *Determination of family members' ability to pay*

Any person who refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal.

Grandparents, parents, children and grandchildren of the deceased ~~who live in the state or own property in state~~ whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased, are financially responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in a lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the administrator, all legally liable relatives must provide the city administrator with any reasonably requested information regarding their income, assets and basic living expenses. The Administrator may also seek information from financial institutions holding assets of the deceased. Effective November 1, 2017, Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313 (2) and provide a written request and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 2, 2017

Author: Yvette Bouttenot, Community Development Manager

Subject: Staying Home Rental Assistance Program

Information: Staff presented the program guidelines to the Mayor and City Council on September 18. Staff is requesting clarification on the following items to move the program forward

1. Focus the pilot program on one school only *or* use a broad approach and all schools grade K-8.
 2. Measures for success: A child remains in the same school for the school year while family is receiving benefits or program committee meets to review the success of the child remaining in same school and the family has participated in a self-sufficiency program such as Bridges Out of Poverty.
-

City Budgetary Impacts: Families may be referred to the Health and Social Services Department for assistance with utility costs. This can help stretch the program funding but may put an additional burden on city resources.

Staff Recommended Action: Request for a consensus for moving the program forward.

Previous Meetings and History: August 18, 2017 Workshop; September 18, 2017 workshop

City Manager Comments:

I concur with the recommendation. Signature: *Peter Cudde*

Attachments: Program Synopsis, Draft Guidelines

STAYING HOME RENTAL ASSISTANCE PROGRAM

The City of Auburn's Department of Economic and Community Development is creating a rental assistance program to support homeless families with school-aged children attending Auburn Schools. The program will provide funds for security deposits, monthly rental subsidies and utility deposits. Participating organizations include the City's Community Development Office, Auburn School Department and the Auburn Housing Authority. Other organizations to involve as resources are Auburn's Social Services Department and Community Concepts Inc. Bridges Out of Poverty Program.

The overall goal of this program will be to provide financial assistance to families with school-aged children so that they may have a stable home and remain in one school for the entirety of the school year. Families will receive rental subsidies while they work to correct the circumstances that created the homelessness. They will be encouraged to participate in programs that will enable them to transition out of poverty.

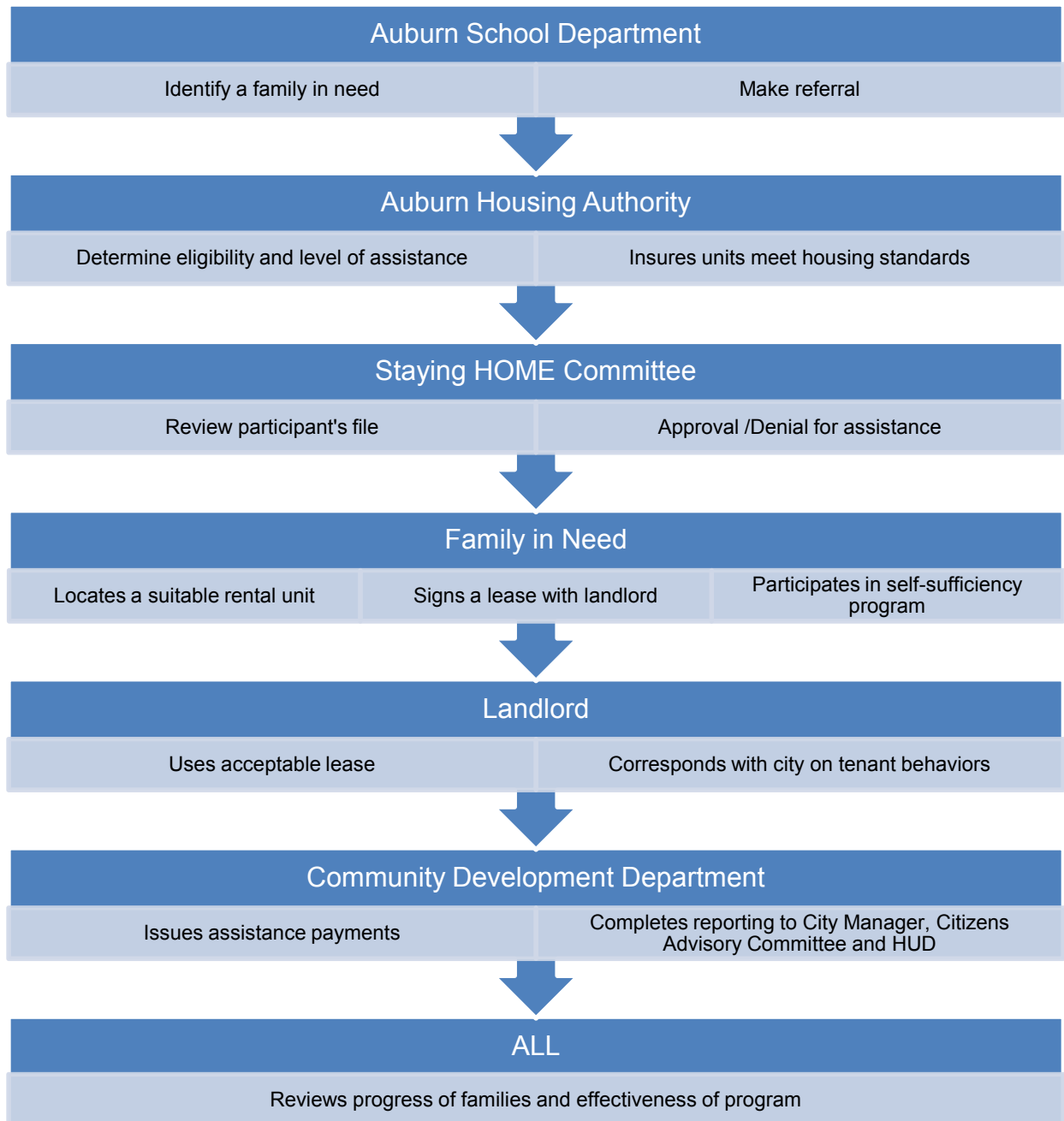
To be eligible a family must first be determined to be homeless or near homeless by the school department personnel who will then refer them to the Auburn Housing Authority. The level of assistance will be determined by the family's current financial situation. The assistance can last for a period of 2 years.

Assistance can include security deposits, monthly rent, and utility hook-ups. Household income can be no more than 60% of the median income for the area; the family will pay no more than 30% of their income towards rent. Some families may qualify for full rental subsidy.

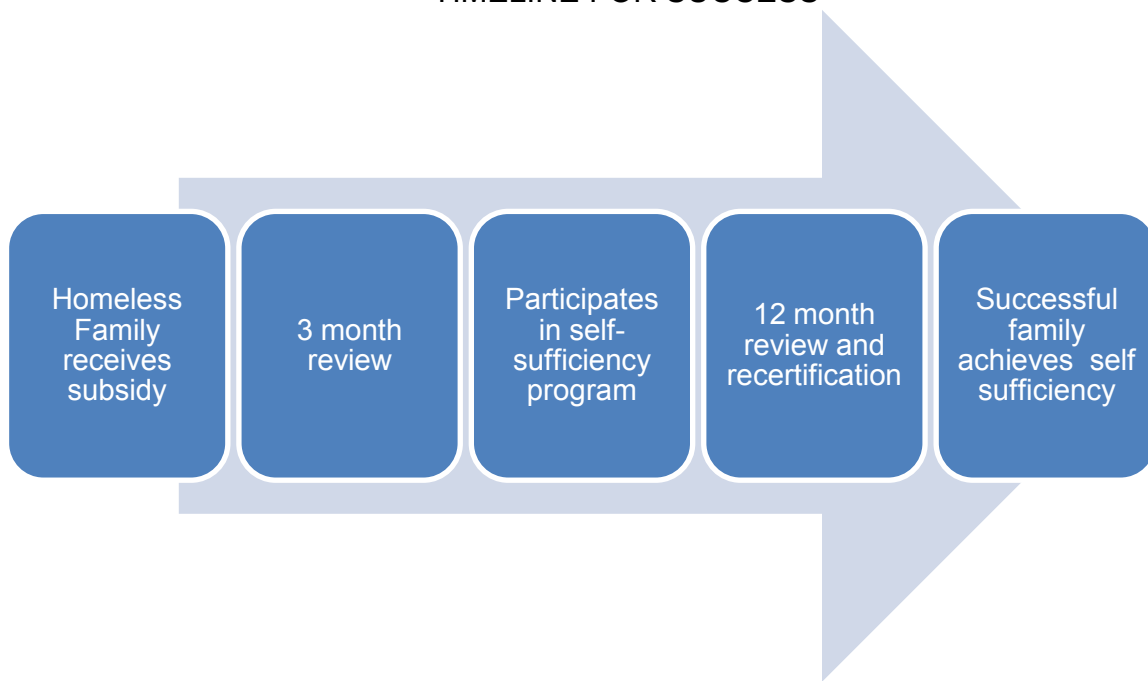
The family will be required to complete an application, provide financial information, find a suitable rental unit, sign a one-year lease agreement, meet periodically with program personnel to determine continued eligibility and participate in a self-sufficiency program.

A committee will meet to determine if a family meets the criteria to receive assistance. The make-up of this committee will include one person from each of the following: Economic and Community Development Department, Health and Social Services Department, Auburn School Department and the Auburn Housing Authority.

PROGRAM CHART



TIMELINE FOR SUCCESS



DRAFT STAYING HOME RENTAL ASSISTANCE PROGRAM

I. BACKGROUND

The City of Auburn is the recipient of Home Investment Partnership Program (HOME) funds from the US Department of Housing and Urban Development and has created a tenant based rental assistance program under city council direction. Program funds will be used to support homeless families of school-aged children attending Auburn Schools by providing funds for security deposits, monthly rental subsidies and utility deposits so that they may have stable housing and allowing the children to remain at the same school throughout the year. The program will be operated by the Auburn Housing Authority and the Auburn School Department will provide the referrals when a homeless family has been identified by administrators. The Rental Assistance Program Manager will oversee the intake process, calculate subsidies and inspect units. A committee of four will meet as necessary for approval once eligibility and level of assistance has been determined. The committee will be made up of the Community Development Manager, Director of Health and Social Services Department, the Auburn Housing Authority's Rental Assistance Program Manager and an Auburn School Official.

II. PROGRAM OBJECTIVE

- A. Reduce the number of families with school aged children who are homeless by removing the barriers that prevents them from securing housing;
- B. Provide financial assistance for stable housing to the participants;
- C. Provide referrals to Community Concepts Inc. and Community Partnerships for Protecting Children for parents to enroll in self-sufficiency programs.

III. DEFINITIONS

- A. **Participant**—a household made up of a parent/legal guardian with a school aged child or children in Grades K – 8 and attending classes in the Auburn School District;
- B. **Affordable Rent**—total rent and utilities contribution shall be affordable to tenant and be no more than 30% of the documented income;
- C. **Maximum Rent Amount** – to be determined annually using the HUD Fair Market Rent Documentation System;
- C. **Landlord**—the owner or agent who controls the property;
- D. **Homeless**—a household who is currently living in a motel without financial assistance, in a car or tent, or are staying with friends/family;
- E. **Near Homeless-** a household who is in danger of losing their housing because of an extreme financial hardship but through no fault of their own.

IV. PARTICIPANT ELIGIBILITY CRITERIA

- A. The participant must be homeless or near homeless;
- B. The participant household must include a parent or legal guardian and a school aged child or children in grades kindergarten through 8 and attending classes in the Auburn School District;
- C. The participant must not have taken action to cause his/her own displacement;
- D. The participant does not have the resources to pay for the security deposit, monthly rent and utility deposit;
- E. Household incomes cannot exceed 60% of area median income; households with income above 60% may qualify for assistance through the Gorman funded Security Deposit Program;
- E. The participant must agree to attend periodic meetings to determine continued eligibility in the program. The initial meeting will be 3 months from the date the tenant signed the lease;
- F. Participants will be recertified after 12 months and may be eligible for additional assistance not to exceed a total of 24 months as long as funding is available.

V. RENTAL UNIT ELIGIBILITY CRITERIA

- A. The unit must be inspected by the Auburn Housing Authority and meet Housing Quality Standards and cannot have a State Lead Abatement Order. Units must be inspected annually;
- B. The amount of rent for the unit cannot exceed the Fair Market Rent as determined by HUD for the area;
- C. The landlord or property owner must use an approved one-year lease that contains provisions to protect tenants' rights.

VI. INTAKE PROCEDURE

- A. Participants will be referred to the Auburn Housing Authority by a school department official;
- B. The intake process shall include:
 - 1. Full disclosure and verification of all members expected to occupy the unit;
 - 2. Verification of income, other resources, and expenses;
 - 3. Assistance in locating a rental unit that meets housing quality standards;
 - 4. Determination of the level of assistance needed to house the family;

VII. DETERMINATION OF SUBSIDY

- A. **Households with Income.** The Staying Home Rental Assistance Program will provide assistance in the form of subsidies to be paid directly to the landlord or utility company. Households will be required to pay a maximum of 30% of their household income towards monthly housing expense;

- B. **Households with No Income.** The Staying Home Rental Assistance Program will provide 100% rental subsidies for families with no income. Participants will be required to attend periodic meetings with the Auburn Housing Authority to determine if subsidy level remains appropriate. If a household financial capacity changes after the first three months the subsidy received will be reviewed and may be adjusted.
- C. **Method for Subsidy Calculation:** The rental subsidy will be determined by the household income of the family. The family will pay no more than 30% of their income towards their housing expense.
- D. **Eligible Expenses.** Funds may be used to pay for the security deposits, monthly rent or utility hook-up/connection fee to get the utility established. Families may be referred to the Health and Social Services Office for assistance with monthly utilities.
- E. **Ineligible Expense.** Funds cannot be used to pay for cable, internet or phone connection fees.
- F. **Maximum Subsidy.** The maximum subsidy shall not exceed one-month's rent for security deposit, HUD's Fair Market Monthly Rent Determination for monthly rent based on unit size and \$150 for each utility connection. Utilities include electricity, gas for heat and/or cooking.

VIII. CONDITIONS

- A. Participant must find an affordable rental unit in Auburn;
- B. The participant has not already moved into the rent prior to the approval with the exception of extraordinary circumstances;
- C. The participant must take advantage of all other resources identified by the Committee;
- D. Tenant must agree to a one-year lease;
- E. Participant must have the Landlord complete and sign a Landlord Agreement; Security deposits will be held in accordance with Maine law and returned to the City of Auburn's Community Development Office when the tenant vacates the unit;
- F. The City will issue checks to be sent directly to landlord or utility company;
- G. Participants are eligible for assistance for one year; the subsidy may be renewed for a second year following a review of participant's income and expenses and subject to availability of funding. The review will include the steps the participant has taken to move towards self-sufficiency;
- H. Participant must notify the Auburn Housing Authority if they move out of the unit. Moving out of the unit will end subsidy payments. The subsidy may not be transferred to a new unit without the approval of the Committee and can only be approved if the tenant had to move through no fault of their own.

XV. STAYING HOME RENTAL ASSISTANCE COMMITTEE

The committee shall be made up of the City of Auburn's Community Development Manager, the Auburn Housing Authority's Housing Rental Program Manager, Auburn

School Department Official and the Director of Health and Social Services Department. The Committee is responsible for approving subsidies for each participant. Approval will be by unanimous vote and all committee members must be in attendance. If all members are not available to meet in person, a qualified substitute must be available to represent the absent member.

The role of the Auburn School Department Official is to provide referrals to the Auburn Housing Authority, to provide documentation that the participant is homeless or near homeless, that the household members include a parent or legal guardian, a child/children attending Auburn Schools from K – 8th grade and reporting if a participant is not attending school on a regular basis.

The role of the Housing Rental Program Manager is for overseeing the intake process to include determining eligibility and level of assistance; to provide the City with proper documentation for processing subsidy payments; inspection of rental units to ensure they meet Housing Quality Standards; and to review participants for renewal. Auburn Housing will maintain participant files that will be available for monitoring.

The role of the Community Development Manager will be to monitor the program and ensure it meets HUD regulations, process security deposit and rental subsidy payments to landlords; payments for establishing utilities; and complete reports to HUD.

The role of the Director of Health and Social Services will be to meet with the families who may need additional resources.

X. OTHER RESOURCES

Community Concepts-Bridges Out of Poverty and CCFC Family Self-sufficiency Program;
Community Partnerships for Protecting Children

9.13.2017 (Draft)



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 2, 2017

Author: Doug Greene, Urban Development Specialist, Economic and Community Development

Subject: Discontinuance of a portion of Troy Street

Information: The City of Auburn has been working with a developer on an infill project located on a city owned property (PID # 240-212). To date, a zone change to Form Based Code has been approved, a purchase and sales agreement has been executed and the city is assisting the project with TIF and HOME funding. The project is scheduled to go to the Planning Board for a Special Exception and Site Plan Review in November.

The idea of discontinuing a portion of Troy Street was brought up during early the stages of discussion with the developer as a way to facilitate and maximize parking for the development. The discontinuance would still allow vehicular travel (like a driveway) from Library Street to Hampshire Street while allowing parked vehicles to back out into the vehicular way. An attached map depicts the area proposed for discontinuance. The last section of Troy Street before it connects with Library Street would remain as a public street in order to avoid paying damages to the adjacent property owner at 29 Library Street. Initial discussions with Public Services indicate they would still plow the vehicular way in the future.

City Budgetary Impacts: There will be minor costs in legal ads, letters to abutters and a possible survey. The discontinuance will also greatly reduce or eliminate future maintenance costs of this portion of Troy Street.

Staff Recommended Action: Staff recommends the City Council endorse the proposed discontinuance and direct staff to proceed with the discontinuance process. The process will involve drafting a petition and associated map that would go to a 1st reading and public hearing before the City Council, and include notification to abutting property owners.

Previous Meetings and History: None regarding a proposal to discontinue a portion of Troy Street.

City Manager Comments:

I concur with the recommendation. Signature: 

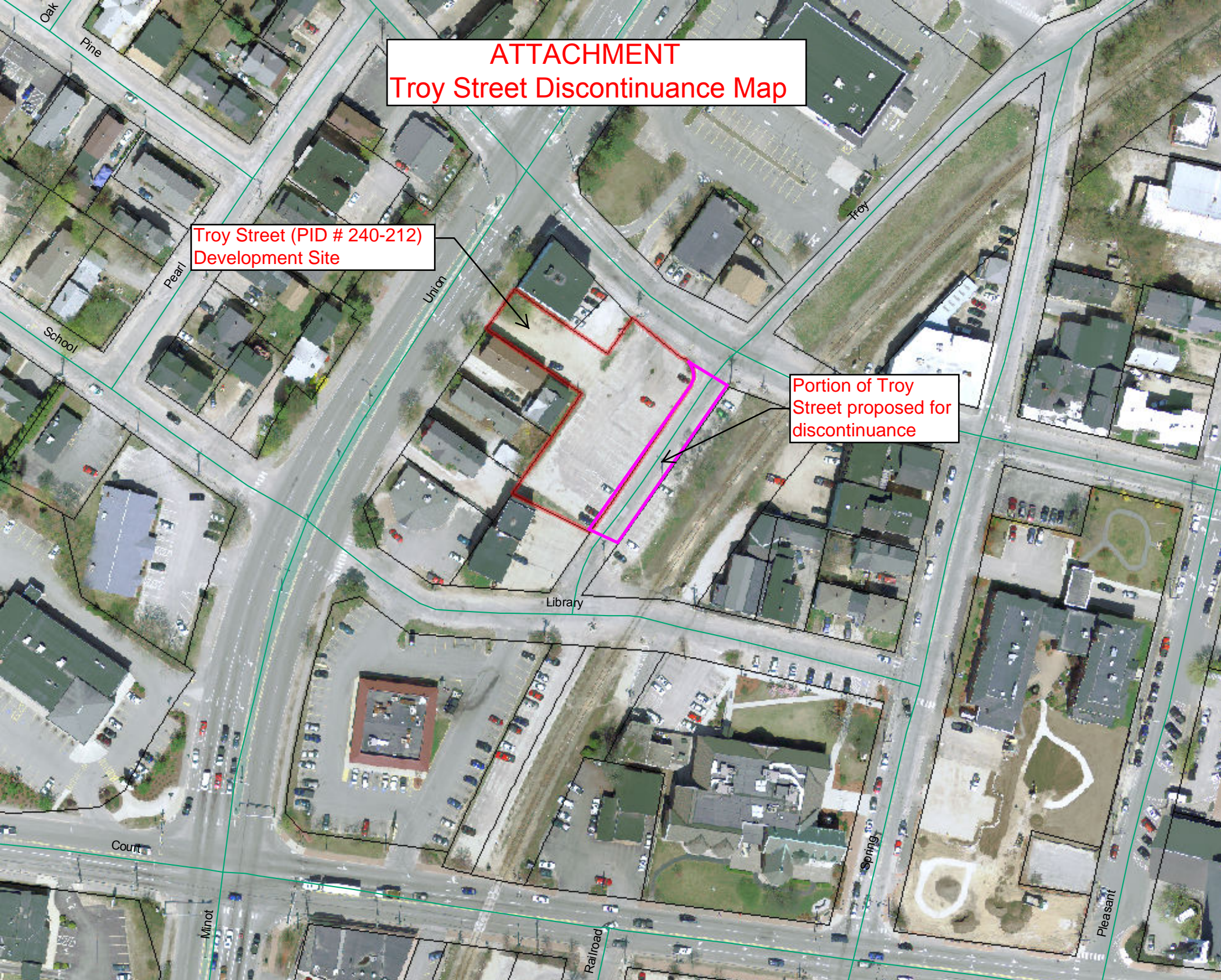
Attachments:

1. Map of development parcel and the portion of Troy Street proposed to be discontinued.

ATTACHMENT
Troy Street Discontinuance Map

Troy Street (PID # 240-212)
Development Site

Portion of Troy Street
proposed for
discontinuance





**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date:

Author: Michael Chamings, Director of Economic and Community Development

Subject: HOME Fund Commitment

Information:

The City agreed to partially fund the Troy Street project with \$110,000 in HOME funds; the allocations of these funds need to be voted on.

City Budgetary Impacts: Minimal, Federal funds are already approved for moderate or low income housing assistance and the tax shift/general fund loss would be minimal. Any co-op housing project funding would be pushed into fiscal year 2019.

Staff Recommended Action: The staff recommends passage.

Previous Meetings and History:

Council Executive Session, June 19th, 2017

Council Executive Session, August 7th, 2017

Council Meeting, August 31th, 2017

City Manager Comments:

I concur with the recommendation. Signature: _____

A handwritten signature in blue ink, appearing to read "Peter C. Cribb", is written over a horizontal line.

Attachments:

Troy Street Purchase and Sale Agreement.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement entered into by the below-named parties as of the date on which the last to sign of Seller and Buyer have executed this Agreement as shown below next to their respective signatures (the "Effective Date").

1. PARTIES. CITY OF AUBURN, MAINE, a body corporate and politic under the laws of the State of Maine with a mailing address as set forth below ("Seller" or the "City"), agrees to sell, and SZANTON MONKS PROPERTIES, LLC, a Maine limited liability company with a mailing address also set forth below ("Buyer"), agrees to buy, upon the terms and conditions hereinafter set forth, the real estate described in Paragraph 2 of this Agreement.

2. DESCRIPTION. The real estate to be sold by Seller to Buyer pursuant to this Agreement consists of certain lots or parcels of land, together with any buildings and improvements thereon, and all rights and easements appurtenant thereto known as Map 240, Lot 212, together with a portion of Troy Street to be discontinued and conveyed by the City, all as shown on the site diagram attached as Schedule A (the "Premises").

The parties acknowledge the Buyer's intended use of the Premises to develop high quality, professionally managed rental housing financed in part through the low-income housing tax credit and other sources provided or administered by Maine State Housing Authority (the "Project"). Notwithstanding anything set forth herein to the contrary, the parties acknowledge and agree that the Premises shall be conveyed utilizing a metes and bounds description based upon a survey of the Premises to be obtained by Buyer at Buyer's expense, which metes and bounds description shall be subject to the consent of Seller, such consent not to be unreasonably withheld, delayed or conditioned. The parties expect that the City and an affiliate of the Buyer will enter a Joint Development Agreement, or similar agreement, pursuant to which the City agrees to (i) create and implement an affordable housing tax increment financing program under which 50% of the additional tax revenues generated by the Project for a term of 30 years following construction completion are returned to the Project through a credit enhancement agreement, and (ii) provide \$110,000 in HOME funds to the Project, and (iii) help address other items by mutual agreement between Seller and Buyer, including, but not limited to, off-site parking.

3. DEED. The Premises shall be conveyed by municipal quitclaim deed, which deed shall convey good and clear record and marketable title, free from all liens and encumbrances, with the exception of the easements, covenants and restrictions contained herein and those additional easements, covenants and restrictions of record which do not, in the sole opinion of Buyer, adversely affect Buyer's proposed development of the Premises and do not violate or cause a violation of, or are otherwise inconsistent with, (i) any applicable local, state and federal laws, ordinances, rules and regulations; or (ii) any local, state or federal governmental permit, approval, license or consent which is necessary or convenient under applicable local, state and federal laws, ordinances, rules and regulations in order to permit Buyer's proposed development and use of the Premises.

4. PURCHASE PRICE. The purchase price for the Premises is Forty-Five Thousand Dollars (\$45,000.00), subject to the provisions of Paragraph 6(b) hereunder, payable as follows:

(a) Within three business days of the execution of this Agreement Buyer shall pay to Seller Five Thousand Dollars (\$5,000.00) as an earnest money deposit (the "Deposit") to be held by The Malloy Firm, P.A., L.L.C. ("The Malloy Firm"), Seller's attorney, who is holding the Deposit and, except in the case of incidence of default, will pay the Deposit to the Seller at Closing as a portion of the payment of the purchase price. In the event of a default, The Malloy Firm will pay the Deposit to the appropriate party as required by this Agreement. If the Malloy Firm determines that the event of default is unclear or that in the exercise of its discretion it is difficult to ascertain which party is in default or which party is entitled to receive the Deposit, The Malloy Firm will hold the Deposit until it receives written instructions for payment, signed by the Seller and Purchaser or, if no such instructions are forthcoming, The Malloy Firm will hold the Deposit until a Maine Court orders it to make a distribution to one party or another. The Malloy Firm is not acting as an escrow agent for the parties.

(b) The Deposit shall be increased by Buyer by payment directly to Seller of One Thousand Dollars (\$1,000.00) at the expiration of the 90th day after the Effective Date, and then by One Thousand Dollars (\$1,000.00) on or before the end of each full calendar month thereafter (such additional deposits to be non-refundable). In the event Buyer exercises its option to extend the Closing pursuant to Section 6(b) below, the Buyer shall continue to make the non-refundable \$1,000.00 monthly payments until the earlier of (i) closing on Buyer's acquisition of the Premises or (ii) termination of this Agreement; and

(c) The balance of the purchase price less (i) the Deposit(s), as said Deposit(s) shall have been increased as provided in Paragraph 4(a) and 4(b) above is to be paid to Seller by the Buyer at the time of delivery of the deed by certified or cashier's check, or wire transfer, subject to the credits and prorations hereinafter set forth.

(d) The status of the deposit(s) is subject to the provisions of Paragraph 8 hereunder.

5. WITHHOLDING TAX. The Seller is a Maine municipal corporation and, pursuant to 36 M.R.S.A. §5250-A, is not subject to Maine withholding tax.

6. TIME FOR PERFORMANCE/DELIVERY OF DEED.

(a) Closing. Seller's deed and other transfer documents are to be delivered and the consideration paid (the "Closing"), on (i) the date eighteen (18) months from the Effective Date, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof, at 11:00 a.m. at the offices of the Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine, unless otherwise agreed in writing by the Buyer and Seller before the Closing, subject, however, to Buyer's right to extend the Closing pursuant to Paragraph 6(b) below.

(b) Option to Extend the Closing. Buyer shall have the right, upon written notice to Seller, to extend the last day for Closing for an additional twelve (12) months, only in the event that Maine State Housing Authority does not provide a Notice to Proceed with respect to the Property in its competitive round for 2018 Low-income housing tax credits. Notwithstanding the notice provisions set forth below in this Agreement, the notice to extend the Closing hereunder may be given by facsimile or by transmitting a digital image of a physically signed document by electronic email. In the event that the last date for Closing is so extended, then the Closing shall occur on (i) the date thirty (30) months from the Effective Date, or (ii) on such earlier date not less than seven (7) days following notice from Buyer to Seller thereof at the offices of Buyer's attorney, Drummond Woodsum, 84 Marginal Way, Portland, Maine, unless otherwise agreed in writing by Buyer and Seller before the date of the Closing (as extended).

(c) Termination. Unless otherwise terminated earlier pursuant to the terms of this Agreement, this Agreement shall terminate on the date eighteen (18) months from the Effective Date. If the time for performance is extended pursuant to Paragraph 6(b) above, the Agreement shall terminate on the date thirty (30) months from the Effective Date.

7. BUYER'S INSPECTIONS. Prior to the date set for Closing hereunder, or as said date may have been extended by Buyer as provided herein, Buyer and Buyer's agents, at their own risk and expense, shall have the right to enter, inspect, survey and conduct such other activities on or around the Premises as are necessary in order to conduct any investigations or inspections or surveys or other research as Buyer may choose to conduct or have performed, including without limitation geotechnical borings. Buyer shall be obligated to reasonably restore the Premises in a workmanlike manner promptly following the completion of any inspection or testing. Buyer shall promptly pay any agent or investigators retained by the Buyer to investigate the Premises, and shall promptly discharge and indemnify Seller for any costs Seller may incur because of mechanics' liens filed against the Premises due to Buyer's due diligence. Buyer shall furnish Seller with evidence of Buyers' agents' commercial general liability and workers' compensation insurance upon request, and shall ensure that all such agents carry a minimum of \$1 million in commercial general liability coverage, and workers' compensation coverage in accordance with Maine law. Copies of reports resulting from any inspections, investigations, surveys or test results shall be provided to the City by the Buyer within seven (7) days of receipt by the Buyer.

8. DUE DILIGENCE. Buyer shall have ninety (90) days from the Effective Date to conduct its preliminary due diligence. During such ninety (90) day period, Buyer may terminate this Agreement for any reason by written notice to Seller. Upon any such termination, Buyer shall receive a refund of the entire Deposit previously paid. Upon the expiration of such ninety (90) day period, unless the ninety (90) day period has been extended by written agreement of Buyer and Seller, the Escrow Agent shall pay said Deposit to Seller and such portion of the Deposit shall become nonrefundable except as otherwise provided in this Agreement. Subsequent payments of the Deposit directly to Seller shall be nonrefundable except as otherwise provided in this Agreement.

9. CLOSING DOCUMENTS. At the Closing, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as may be reasonably required to complete the transaction contemplated herein:

(a) Transfer Documents. The municipal quitclaim deed and a Maine Real Estate Transfer Tax Declaration of Value;

(b) Underground Oil Storage Tank Certification. A written notice as required by 38 M.R.S.A. §563(6), and if to the reasonable knowledge of the City's Director of Economic Development, an underground oil storage tank exists, disclosing its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection.

(c) Other Documents. Such other documents as are customarily delivered by Sellers to Buyers of real property in the State of Maine, together with evidence reasonably satisfactory to Buyer regarding authority of the Seller to perform all transactions contemplated by this Agreement.

10. POSSESSION AND CONDITION OF PREMISES. Full possession of the Premises free of all tenants and occupants is to be delivered at the Closing, the Premises to be as is and in the same condition as they are now, reasonable wear and tear excepted.

11. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or, if at the time of the Closing the Premises do not conform with the terms and conditions hereof, then Seller shall use commercially reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the terms and conditions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of up to forty-five (45) days, or such longer period as shall be agreed to by Buyer.

12. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM. If at the expiration of such extended time Seller shall have failed to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at Buyer's option, the Deposit, together with all interest earned thereon, shall be promptly returned to Buyer and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse of the parties hereto.

13. BUYER'S ELECTION TO ACCEPT TITLE AND CONDITION. In addition to such other remedies available to Buyer under this Agreement, Buyer shall have the election, at either the original or such extended time for performance, to accept such title to the Premises in its then condition as Seller can deliver and to pay therefor the purchase price without deduction, in which case, Seller shall convey such title or deliver the Premises in such

condition, except that in the event of such conveyance in accordance with the provisions of this clause the Premises shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller have previously restored the Premises to its former condition, and at Buyer's express election, pay over or assign to Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration.

14. ACCEPTANCE OF DEED. The acceptance of the deed and other transfer documents by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms and conditions hereof, to be performed after the delivery of said documents or to otherwise survive the Closing hereunder.

15. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the deed and other transfer documents, use the purchase money or any portion thereof, to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed and other transfer documents.

16. RISK OF LOSS. Until delivery of possession of the Premises from Seller to Buyer, risk or loss or damage to Premises by fire or otherwise shall be on Seller.

17. ADJUSTMENTS. Buyer will pay its share of the real estate transfer tax due on the sale; the Seller is exempt under Maine Law from real estate transfer taxes.

18. BROKERAGE. Seller and Buyer each represent and warrant to the other that no brokers, agents or consultants have been employed with respect to this transaction by either of them. Seller and Buyer agree to indemnify and hold the other harmless from any claim by any other broker or agent claiming compensation in respect of this transaction, alleging an agreement with Seller or Buyer, as the case may be. This agreement to indemnify and hold harmless shall survive the Closing.

19. DEFAULT. Should Seller fail to fulfill Seller's obligations hereunder, Buyer may elect to receive a refund of the Deposit, or to pursue all available remedies, including specific performance and reasonable attorney's fees. Should Buyer fail to fulfill Buyer's obligations hereunder, Seller shall retain the Deposit, together with all interest earned thereon, as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Buyer's default without further recourse to Buyer and Buyer shall be relieved of all obligations hereunder.

20. SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants and represents as of the date of execution by Seller of this Agreement and as of each date through and including the Closing that:

(a) That, to the best of Seller's knowledge, the information set forth in any property disclosures delivered by Seller to Buyer in connection with the delivery of this Agreement is accurate and complete;

(b) There is to the best of Seller's knowledge no hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, are stored or otherwise located on the Premises or any adjacent property owned by Seller; and

(c) Seller is a Maine body corporate and politic duly organized and existing under the laws of the State of Maine. Upon the affirmative vote of the Auburn City Council, Seller will have, with full capacity, power and authority to enter into this Agreement and to fully perform the transactions contemplated hereby.

In the event that material adverse changes occur as to any warranties and representations set forth in this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Buyer when first available to Seller; and in the event of any material adverse change, Buyer may, at Buyer's election, terminate this Agreement in which case the Deposit, shall be promptly returned to Buyer, and the parties shall be relieved of all further obligations under this Agreement, subject to the retention provisions of Paragraph 8.

21. ASSIGNMENT. The rights and obligations of Buyer under this Agreement may be assigned, in whole or in part, by Buyer to an entity in which one or more of the principals of Buyer controls the entity or the entity's general partner, provided that such assignee agrees to assume all of Buyer's obligations hereunder not specifically retained by Buyer. The rights and obligations of Seller under this Agreement may not be assigned without the written consent of Buyer.

22. OBLIGATION OF SELLER TO FURNISH INFORMATION. Within ten (10) days of the Effective Date, the Seller shall provide to Buyer any documents in the possession of Seller, such as surveys, appraisals, environmental reports, documentation regarding Troy Street, that may be helpful to Buyer in the conduct of Buyer's due diligence or development of the Premises.

23. MISCELLANEOUS.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

(b) Any notice relating in any way to this Agreement (except the extension notice referred to in Paragraph 6(b)) shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, (ii) overnight delivery by a nationally recognized courier, or (iii) hand delivery obtaining a receipt therefor, addressed as follows:

To Seller: City of Auburn

60 Court Street
Auburn, Maine
ATTENTION: Peter Crichton, City Administrator

With copy to: Michael Malloy
The Malloy Firm
178 Court Street, Second Floor
P.O. Box 3171
Auburn, Maine 04212-3171

To Buyer: Szanton Monks Properties, LLC
c/o The Szanton Company
482 Congress Street, Suite 203
Portland, ME 04101
ATTENTION: Nathan S. Szanton

With copy to: John S. Kaminski
Drummond Woodsum & MacMahon
84 Marginal Way, Suite 600
Portland, Maine 04101-2480

and such notice shall be deemed delivered when so posted in the case of notice by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All paragraph headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements (including without limitation any prior Agreements or Memorandums of Agreement previously executed by the parties hereto) and understandings of the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed or emailed

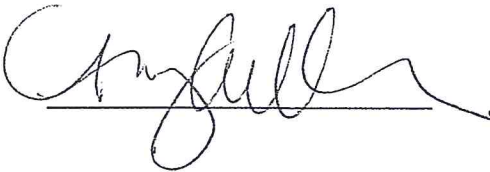
instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(g) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

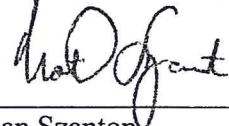
(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.


IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the dates hereinafter set forth.

WITNESS:


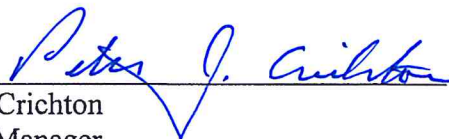
SZANTON MONKS PROPERTIES, LLC

By: 
Nathan Szanton
Its: Manager

Date of Buyer's execution of this Agreement: August 29, 2017.

WITNESS:


CITY OF AUBURN, MAINE

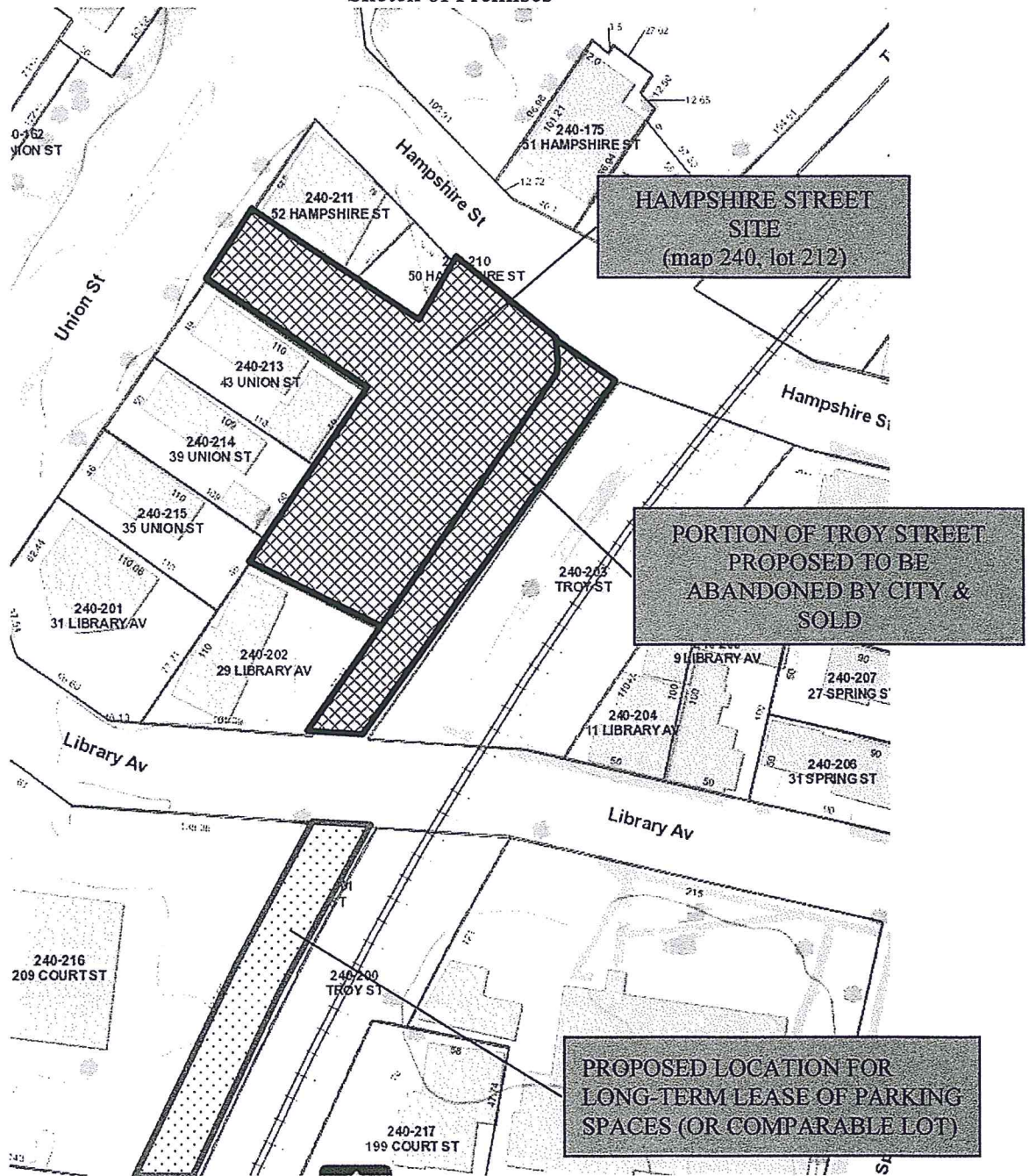
By: 
Peter Crichton
Its: City Manager

Date of Seller's execution of this Agreement: Sept. 1, 2017.

Note: Effective Date is the later of the date of Buyer's execution or the date of Seller's execution hereof.

Schedule A

Sketch of Premises



IN COUNCIL REGULAR MEETING SEPTEMBER 18, 2017 VOL. 35 PAGE 72

Mayor LaBonte called the meeting to order at 7:03 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 agenda** - None

II. **Minutes** - September 11, 2017 Regular Council Meeting

Motion was made by Councilor Burns and seconded by Councilor Lee to accept the minutes of the September 11, 2017 Council meeting. Passage 6-0-1 (Councilor Walker was out of the room during the vote).

III. **Communications, Presentations and Recognitions**

- Communications - Charter Commission Responses to Public Hearing Comments

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

Melissa Dunn, said she is a tenants rights community organizer in Lewiston and Auburn, resident of 254 Blake Street, Lewiston. She stated she was here because of a complaint that she received from a tenant. She voiced some of her concerns regarding landlords that choose to remain absent and ignore their responsibilities as landlords. Some of the issues are lead paint, leaking roofs, pests, lack of smoke detectors, and some landlords are not disclosing information when the tenants move in. Heat and electricity is being turned off in some cases. She said there have been instances when tenants are reaching out to Code Enforcement without results. She urged that we be leaders in our community and please address these issues.

Dan Herrick, 470 Hatch Road, commented on the previous speaker's comments and his concerns regarding code enforcement.

V. **Unfinished Business**

1. **Ordinance 10-09112017**

Adopting a zoning ordinance text amendment to Article IV District Regulations, Division 2. Agriculture and Resource Protection District, Section 6-145 Use Regulations, (b) Special Exceptions (16), to allow Kennels as a Special Exception in the Agricultural and Resource Protection Zone. Second reading.

Motion was made by Councilor Lee and seconded by Councilor Stone for passage.

Public comment – no one from the public spoke.

Motion failed 3-4 (Councilors Burns, Young, Pross, and Titus opposed). A roll call vote was taken.

2. **Order 81-09112017**

Approving the renewal of the Auto Graveyard/Junkyard permit for Don's No Preference Towing, DBA Morris Auto Parts & Sales, located at 940 Washington St. N.

Motion was made by Councilor Burns and seconded by Councilor Stone for passage.

Public comment – no one from the public spoke.

Motion was made by Councilor Lee and seconded by Councilor Walker to amend the order to conditionally grant the license as long as the repairs are made to the satisfaction of the city by September 30, 2017.

Motion was made by Councilor Pross to postpone this item until the next Council meeting (October 2, 2017). Motion failed for lack of a second.

Passage of amendment 6 – 1 (Councilor Pross opposed).

Passage of order as amended 6-1 (Councilor Pross opposed).

Owner, Don St. Germaine, asked to comment. He said the fence has been repaired, adding that it was not 100% and never would be because the fence is getting old. He said their fence is in compliance with the federal guidelines. He added that there was federal money available for the city to buy the place out and close it if that is what they want to do. He added that he thought it would be a good place to have a substation for the Public Works Department.

VI. New Business

3. Order 89-09182017

Designating Robert Stone as the official Voting Delegate and Denise Clavette as the alternate Voting Delegate for Auburn to the Maine Municipal Association Annual Business Meeting scheduled for October 4, 2017.

Motion was made by Councilor Titus and seconded by Councilor Pross for passage.

Passage 7-0.

4. Order 90-09182017

Appointing Jody Durisko to the Lewiston Auburn Transit Committee (LATC).

Motion was made by Councilor Burns and seconded by Councilor Stone for passage.

Passage 7-0.

VII. Reports

Mayor's Report – reported on the follow up meeting with Northern New England Passenger Rail Authority (NNEPRA) regarding the passenger rail study.

Councilor Young – reported that his City Councilor, Adam Lee ran in the Bob Boucher race.

Councilor Pross – no report

Councilor Stone – reported that there is now a movement among committee members to hold the passenger rail meetings with NNEPRA that future meetings be held in Lewiston and Auburn.

Councilor Titus – commented on the workshop that was held last week with Craig Freshly in particular cooperation with the Water and Sewer District. He also noted that he hasn't seen anything relating to ordinances regarding recreational marijuana and is concerned about that.

Councilor Lee – no report.

Councilor Walker – reported that the United New Auburn Association will be meeting on September 26th at 6:00 PM at Rolly's Diner. Kim Taylor, Principal of Sherwood Heights School will be the guest speaker. Also, on September 28th, the Neighborhood Watch Group will be meeting at 6:30 PM at the Sixth Street Congregational Church. He invited the public to attend.

Councilor Burns – reminded everyone that the election season almost upon us, absentee ballots will be available soon.

City Manager Report – reported on tax acquired city property, noting that he attended a meeting with the staff committee. They will be meeting on a monthly basis to address those issues (tax acquired property and city owned property). He reported on the workplan, adding that he will be coming back to the Council with a report on that. He also provided an update on the marijuana issue. He said staff is working on this and he will be holding a Council workshop in the future on this issue.

Finance Director, Jill Eastman – August 2017 Monthly Finance Reports

Motion was made by Councilor Burns and seconded by Councilor Walker to accept and place on file the August 2017 Finance Report. Passage 7-0.

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

No one from the public spoke.

- IX. Executive Session** - Discussion regarding an Economic Development matter, pursuant to 1 M.R.S.A. §405(6)(C)

Motion was made by councilor Pross and seconded by Councilor Walker to enter into executive session. Passage 7-0. Time 7:55 PM.

Council was declared out of executive session at 8:23 PM.

- X. Adjournment**

Motion was made by Councilor Titus and seconded by Councilor Walker to adjourn. Passage. 6-0-1 (Councilor Stone was not in the room during the vote). Time 8:24 PM.

A TRUE COPY

ATTEST *Susan Clements Dallaire*

Susan Clements-Dallaire, City Clerk

OFFICE OF THE MAYOR
CITY OF AUBURN



PROCLAMATION

Walk or Bike to School Day - October 4, 2017

WHEREAS, Hundreds of children could be saved each year across the country if communities take steps to make pedestrian safety a priority; and

WHEREAS, A lack of physical activity plays a leading role in rising rates of obesity, diabetes and other health problems among children and being able to walk or bicycle to school offers an opportunity to build activity into daily routine; and

WHEREAS, An important role for parents and caregivers is to teach children about pedestrian safety and become aware of the difficulties and dangers that children face on their trip to school each day and the health and environmental risks related to physical inactivity and air pollution; and

WHEREAS, Community members and leaders, specifically the City Council, the Lewiston-Auburn Complete Streets Committee, and City of Auburn management, should become more aggressive in their planning and put forward recommendations to make immediate changes to enable children to safely walk and bicycle in our communities and develop a list of suggestions for improvements that can be done over time; and

WHEREAS, children, parents and community leaders around the world are joining together to walk to school and evaluate walking and bicycling conditions in their communities;

NOW, THEREFORE, I, Jonathan P. LaBonte, Mayor of the great City of Auburn, do hereby proclaim Wednesday, October 4, 2017 as **Walk or Bike to School Day** in the City of Auburn, and I urge all citizens to participate in the.

IN WITNESS WHEREOF, I have hereunto
Set my hand and caused the Seal of the
City of Auburn, Maine
to be fixed this 2nd day of October, 2017

A handwritten signature in blue ink that reads "Jonathan P. LaBonte".

Mayor Jonathan P. LaBonté



A Maple Syrup Haiku
Sweet and sugary
Yield of a Sugar Maple
Making you crave more

Auburn student Benjamin Condit is the winner of the 2017 Auburn Book Award, a contest held annually since 2001. The book project, open to Auburn's grade six writers, is designed to promote young authors' writing while simulating the world of book publishing. Students write and illustrate original books while following publishing guidelines and meeting deadlines, and then submit their books to the contest. The winning book is published and copies are presented to all Auburn elementary school libraries and the Auburn Public Library.

Condit's book, entitled "The Maine Land" is described by Benjamin as a "small collection of poems about a big state." The idea for his book initially came from his interest in nature. As he contemplated a nature theme, he focused on animals and thought about animals in the sea and animals on the mainland, and instantly liked the play on words. The title "The Maine Land" took root. He kept a writing notebook to jot down his ideas about things that represent Maine, and decided to write poems. "Poetry is fun. I think it is interesting because it can mean a lot of different things. It is not too bold, and I tried to make my accompanying illustrations not pop too much. I used a lot of colored pencils because they are more mellow, and I was looking for a mellow effect." His writing goal is received and reflected in a book review by Fairview School Assistant Principal, Mrs. Stephanie Marris, "The rich language of Condit's poems calms the spirit and pulls readers in! Maine's beauty is spectacularly highlighted in this delightful collection!" The book is dedicated to Benjamin's dad, who encourages him to go places, and hike or climb or jump into sand dunes to find beautiful spaces.

Exceptional book entries, which are not selected as finalists, are recognized with individual awards. Abigail Faucher received recognition with an art award, and Walton's Jaden Ouellette received recognition for writing as he accepted a writing award at the close of the school year in June. Authors of the nine finalist books will share their books and receive awards at the **Auburn Book Awards Celebration from 11 am to noon on Saturday, October 21, at the Auburn Public Library.** Those student authors are Gabrielle Brevosky for "I'm Alive," Gabriel Despradel for "Natures Angle," Hannah Johndro for "Luka's Lesson," Emily Quinnell for "Dreamcatcher," Jayme Saulnier for "Trapped!" Austin Sellinger for "The Untold Truth of Aaron Williams," Leah Sterling for "Secrets of the Ocean," and finally the winning entry, Ben Condit for "The Maine Land." Ben's name will be added to the plaque of student authors on view at Auburn City Hall, and he will receive a special award sponsored by Maine Family Federal Credit Union and presented by James Moreau.

After the awards ceremony, copies of the "The Maine Land" will be available to purchase for \$5.00, and Benjamin will be available to sign them! The public is invited to attend. Benjamin hopes people will enjoy reading his book and recognize a place, or a feeling, and be motivated to visit special Maine places. "Well, you can't really visit *winter*, but you can enjoy winter. Have fun and go into the woods!"

After the book signing, Benjamin's future plans include, "Checking out more of Maine." He would like to do the Allagash Waterway, hiking, biking, and supporting efforts to conserve the "Maine Land."

On Sep 30, 2017, at 11:37 AM, Gene Geiger <ggeiger@geiger.com> wrote:

Dear Peter and Ed,

On June 30, 2017 we delivered a document set to both cities that included text of a proposed charter and consolidation agreement should voters in Lewiston and Auburn decide to merge the cities.

The binder document set and my transmittal letter said the documents are draft documents. For example the title on the Consolidation Agreement included the term “(Draft)” and the third paragraph of the first page of the transmittal letter said, “The Charter Commission emphasizes the materials assembled and presented here are not final and are subject to changes based on input from upcoming public meetings.”

Members of the Commission have attended the two public hearings, listened, and discussed what we heard there and elsewhere. We responded to what we heard at the July 31 Auburn City Council hearing in a document dated September 7 and sent to the Auburn Council. We will do the same shortly in response to what we heard at the Lewiston City Council meeting held on September 21.

We are currently updating and finalizing key documents. That final document set will be sent to each city by October 6 or before.

Other than typographical changes, the final document set will update and clarify these two elements:

1. **Retirement of Indebtedness.** The governing statute of a merger is Maine Revised Statutes Title 30-A, Chapter 113. In section 2154 it states that bonded debt incurred before a merger remains the responsibility of the geography of the taxpayers where the debt was incurred.

<image006.jpg>

In Section G of the Consolidation Agreement document, the text reads:

After consolidation, taxes for the repayment of the bonded indebtedness of each of the now-existing Cities on **January 1, 2020** shall be assessed solely against the residents of within the limits of each of the previously existing Cities, such assessment to be in addition to all other real and personal property taxes. As of **June 30, 2016**, the tax rate to retire the bonded indebtedness of each City was as follows and as set forth on Page 73 of the Options and Impact Report:

The updated document will make clear that it is the taxpayer, not residents, are obligated to retire the debt.

2. **Charter Amendment.** In the charter document in section 8.9 on page 28 the incorrect state statute was referenced.

<image007.png>

The correct reference is Title 30-A, Subpart 2, Chapter 111

Because of these updates and because the document set was labeled Draft, we request each city conduct a second public hearing to consider the amendments.

According to the relevant section of Title 30-A, Chapter 113, § 2152:

4. Submission of consolidation agreement. The consolidation agreement shall be submitted to the voters of each municipality at a municipal election after notice and hearing as provided in paragraphs A and B. The consolidation agreement may be amended, provided that the amended

agreement meets the notice and hearing requirements of paragraphs A and B. Upon approval of a majority of those voting in each of 2 or more municipalities, the consolidation agreement becomes effective, according to its terms, in those municipalities.

A. The municipal officers of each municipality shall hold a public hearing on the consolidation agreement. The public hearing may be held on more than one day, provided that it adjourns permanently at least 10 days before the election.

B. The municipal officers shall notify the voters of each municipality of the consolidation agreement and of the time and place of the public hearing in the same manner that the voters of each municipality are notified of ordinances to be enacted. This notice must be given at least 30 days before the election and at least 10 days before the hearing.

If you would be so kind, please acknowledge receipt of this by return email.

Gene Geiger, Chair
Lewiston and Auburn Joint Charter Commission



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: October 2, 2017

Subject: Executive Session

Information: Discussion regarding economic development (income utilization), pursuant to 1 M.R.S.A. Section 405(6) (C).

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: October 2, 2017

Subject: Executive Session

Information: Discussion regarding economic development (OSPREY - CEA), pursuant to 1 M.R.S.A. Section 405(6) (C).

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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;

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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;

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City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: October 2, 2017

Subject: Executive Session

Information: Discussion regarding economic development (land acquisition – Pan Am), pursuant to 1 M.R.S.A. Section 405(6) (C).

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