

City Council Meeting and Workshop

November 5, 2012

Agenda

5:30 P.M. Workshop

- A. Beach update and planning process (financials) – Clint Deschene and Ravi Sharma
- B. Arts/Cultural Funding – Clint Deschene
- C. Property exchange-Lehoullier Drive – Gary Johnson
- D. Regional Image Committee Survey/Branding discussion – Hillary Dow
- E. Consent items – Clint Deschene
- F. Executive Session regarding labor contracts, pursuant to 1 M.R.S.A. §405(6)(D).

7:00 P.M. City Council Meeting

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.
 1. **Order 84-11052012***
Appointing Donna Albert as Warden in Ward 3 for the November 6, 2012 General Election.
 2. **Order 85-11052012***
Appointing Tracey Steuber as Ward Clerk in Ward 5 for the November 6, 2012 General Election.
 3. **Order 86-11052012***
Approving a temporary sign request for the Auburn Ski Association's Annual Ski Swap.
 4. **Order 87-11052012***
Approving a temporary sign request for St. Dominic Academy for their annual holiday fair.
- II. **Minutes**
October 15, 2012
- III. **Reports**
Mayor's Report

Committee Reports

- **Transportation**
 - **Androscoggin Transportation Resource Center – Mayor LaBonte**
 - **Lewiston Auburn Transit – Councilor Gerry**
 - **Airport, Railroad – Councilor Hayes**
 - **Bike-Ped Committee – Councilor Shea**
- **Housing**

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- **Community Development Block Grant, Neighborhood Stabilization Program, Auburn Housing Authority – Councilor Gerry**
- **Economic Development**
 - **L-A Economic Growth Council, Auburn Business Development Corp. – Councilor Shea**
- **Education**
 - **Auburn School Committee – Councilor Young**
 - **Auburn Public Library – Councilor LaFontaine**
 - **Great Falls TV – Councilor Young and Councilor Shea**
- **Environmental Services**
 - **Auburn Water District, Auburn Sewerage District – Councilor Crowley**
 - **Mid-Maine Waste Action Corp. – Councilor Walker**
- **Recreation**
 - **Recreation Advisory Board – Councilor Walker**
- **Public Safety**
 - **LA 911 – Councilor Walker**

City Councilors' Reports

City Manager's Report

IV. Communications, Presentations and Recognitions

- V. **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*. Time limit for open sessions, by ordinance, is 45 minutes.

VI. Unfinished Business

VII. New Business

1. **Order 88-11052012**

Supporting a federal grant opportunity for the New Auburn Greenway.

5. **Order 89-11052012**

Approving the General Assistance maximums (appendices C) for FY 12-13.

6. **Order 90-11052012**

Authorizing the City Manager to execute the Collective Bargaining Agreement with I.A.F.F. (International Association of Firefighters) Local 797 for January 1, 2012 through December 31, 2012.

VIII. Executive Session

Discussion of personnel issues, pursuant to 1 M.R.S.A. §405(6)(A).

- IX. **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*.

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X. Future Agenda/Workshop Items

XI. 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 of personnel issues
- B. Discussion or consideration by a school board of suspension or expulsion
- 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. Labor contracts
- E. Contemplated litigation
- 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 in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 5, 2012

Item A

Author: Ravi Sharma

Subject: Beach update and planning process

Information: Staff will give Council and update on the Municipal Beach planning process.

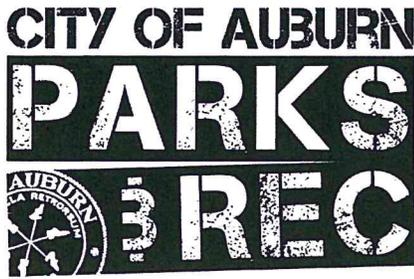
Financial:

Action Requested at this Meeting: None

Previous Meetings and History:

Attachments:

- Municipal Beach Memo
- Municipal Beach Cost Summary
- Playground Structure 3324
- Playground Structure 3444
- Playground Structure 2961



To: Mayor LaBonte and City Council

From: Clint Deschene, City Manager and Ravi Sharma, Parks & Recreation Director

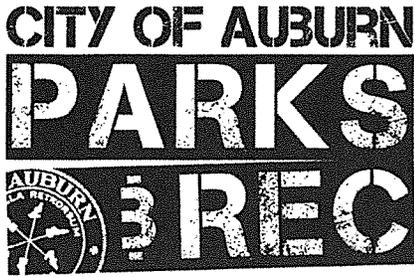
Subject: Municipal Beach

Date: October 29, 2012

This document is intended to serve as an update and summarization of the planning process for the Municipal Beach to date. Additionally, listed below are suggestions for improvements and findings for utilization of CDBG funding.

1. Kayaks, canoes and boats: Cannot be funded with CDBG funds. (Not an improvement to the property)
2. Wharf, floats and slide: Can be funded with CDBG funds. Staff recommends a delay until the Water District completes its study.
3. Picnic tables: New ones could be funded with CDBG funds, but we would be replacing the old tables which would make this a maintenance item which is not fundable.
4. Grills: 5 new grills are on site.
5. Resurface basketball court: Maintenance item, not fundable with CDBG funds. Estimated cost: \$25,000
6. Remove old playground equipment: Not a CDBG project, staff can complete.
7. Purchase new playground equipment: Eligible, estimated cost of \$100,000 with installation. (Staff recommends we consider what is already at E. Auburn School) Cost
8. Update bathrooms/changing rooms: Eligible, as long as it is understood that we are not repairing the existing structure. Estimated cost to replace: \$100,000. Estimated cost to renovate: \$35,000
9. Repair/Repave parking lot: Borderline eligible as this item would be primarily a maintenance issue. Staff recommends CIP funding, versus CDBG funding. Estimated cost of \$50,000.
10. Miscellaneous upgrades (ropes, buoys, benches, fence repair, signage) estimated cost: \$4,000.

Considering the Municipal Beach and the planning efforts thus far, a look at the comprehensive plan references several objectives that Council should be aware of:

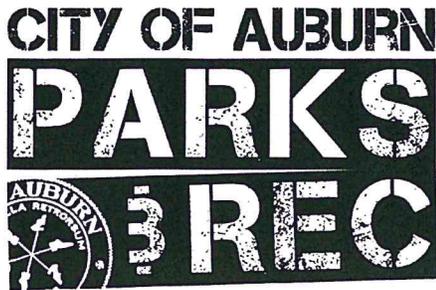


Comp. Plan Objective E.1.1: Ensure that there are adequate municipal recreational facilities to meet the needs of residents throughout Auburn.

Comp. Plan Strategy E.1.1.a: Support ongoing funding through the capital improvement program (CIP) to improve existing park and recreation facilities.

Comp. Plan Objective E.1.3: Support continued designated public access and recreational use in and around Lake Auburn and Taylor Pond.

Comp. Plan Strategy E.1.3.b: Support efforts to ensure continued public access to Crescent Beach on Taylor Pond. If the property comes up for sale, the City should work with the prospective buyer to ensure continued public use of the beach with or without a fee.



Municipal Beach Summary

The purpose of this document is to outline costs associated with water testing, maintenance and sustainability of the Municipal Beach. Tasks performed at the beach include, but are not limited to: tractor and hand mowing and trimming, raking, repairs to concession building, bath house and restrooms, park grills, picnic tables, playground equipment, fencing and basketball court, waterfront grounds maintenance and brush cutting and high degree of litter control.

- **Labor Costs**

Approximately 20 hrs. per week X \$15.00 per hour (avg. labor rate) = \$300 per week
\$300 per week X 24 weeks (May – Oct.) = \$7,200* per season.

- **Water Testing**

\$30 per test X 3 tests per week = \$90 per week.
\$90 per week X 24 weeks (May-Oct.) = \$2,160* per season.

- **Water/Sewer**

Approx. \$100 per month X 3 months (June-Aug.) = \$300* per season

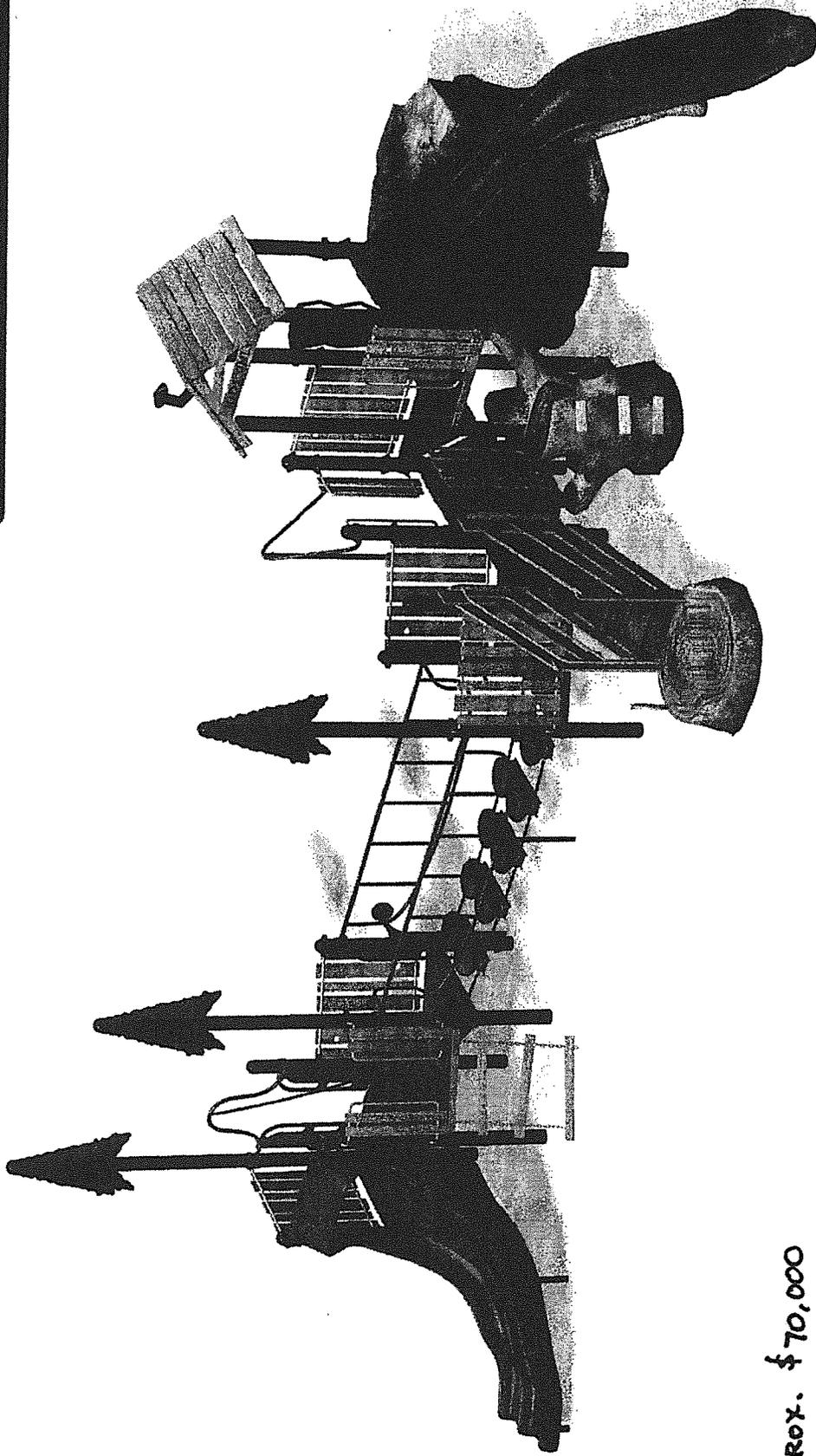
- **Electricity**

Approx. \$60 per month X 4 months (May-Aug.) = \$240* per season

*Totals for labor, water testing, water/sewer and electricity can fluctuate depending on usage, weather, water quality, etc.

Municipal Beach Playground

Municipal Beach October 29, 2012 3324



APPROX. \$70,000

Custom product manufacturing time for this project will be 2 weeks from the time of LSI order acceptance.

LSI
landscape
structures



Better playgrounds.
Better world.™

playlsi.com

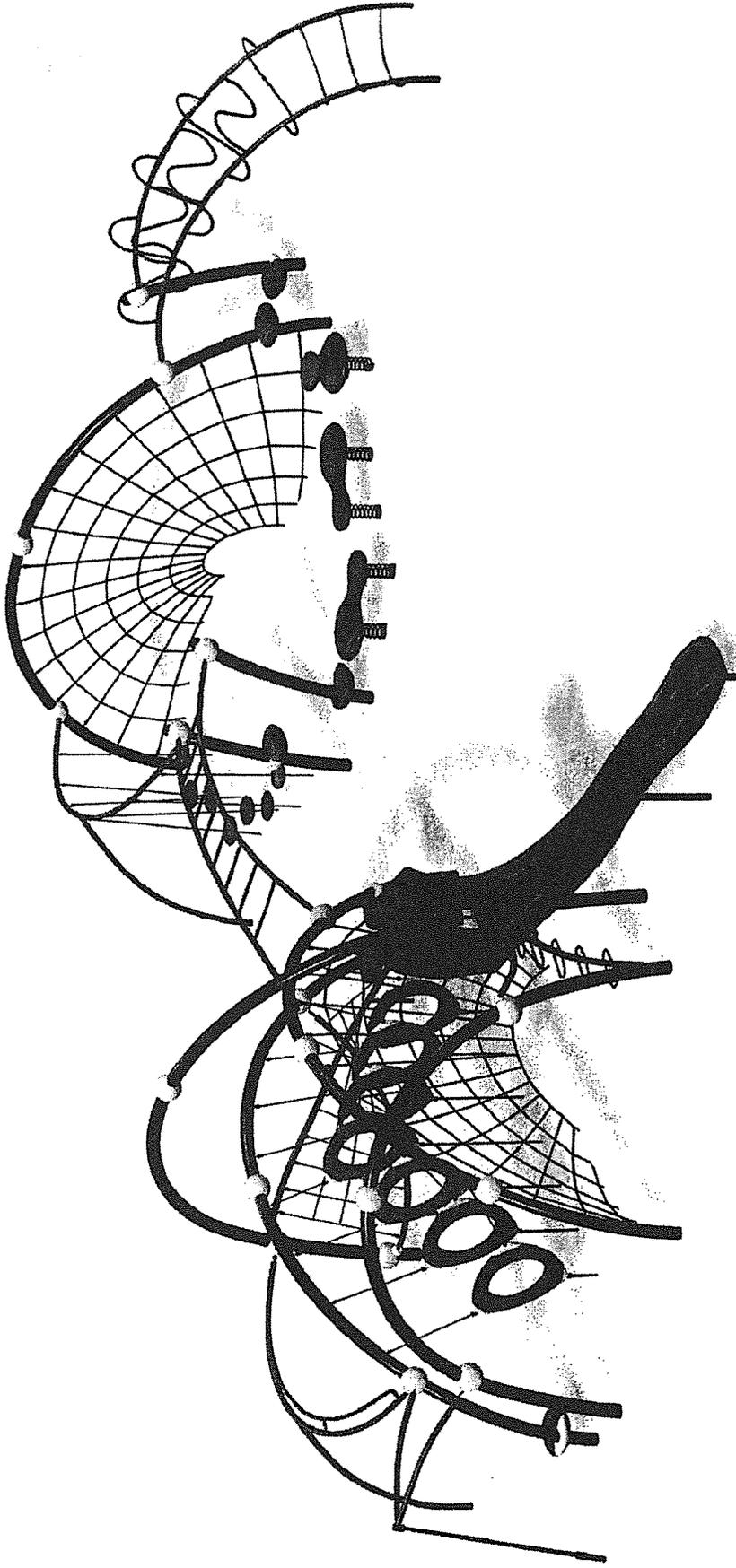
Proudly presented by:



3324

Municipal Beach Playground

Municipal Beach October 29, 2012 3444



APPROX. \$ 57,000

slr
landscape
structures



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Better world.™

playisi.com

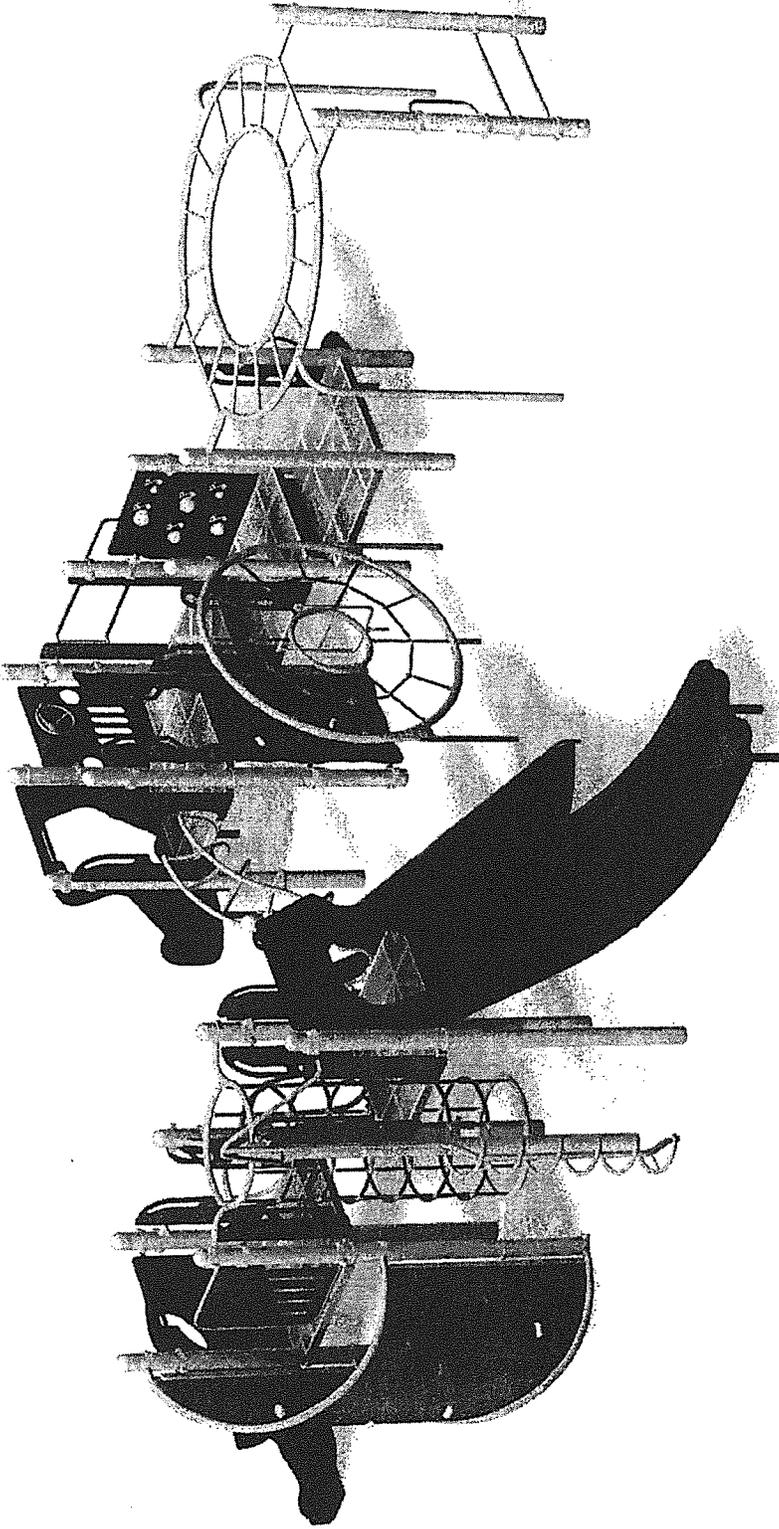
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3444

Municipal Beach Playground

Municipal Beach October 29, 2012 2961

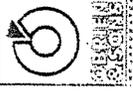


APPROX. \$ 41,000

SLR
landscape
structures



Better playgrounds.
Better world.™
playlsi.com



Proudly presented by:



2961



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 5, 2012

Item B

Author: Clinton Deschene, City Manager

Subject: Arts/Cultural Funding

Information: The Budget includes a \$20,160 allocation for the building at Great Falls Park, currently leased to Community Little Theater. Karen Mayo of CLT contacted the City when I was first hired and wants to continue discussions on use of the funds.

Council requested a workshop on these funds as well.

Staff is meeting with vendors to discuss a process to have a prioritized assessment with costs for improvements to the facility.

The City should review all past studies and research to better determine a plan to move forward which could also include the facility needs.

The objective to improve the facility to maximize use for CLT is the current understanding.

Financial: \$20,160

Action Requested at this Meeting: Discuss and manager will coordinate all expenditures moving forward with CLT.

Previous Meetings and History:

Attachments:



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 5, 2012

Item C

Author: Gary Johnson, Assistant City Engineer

Subject: Property Exchange – Lehouillier Drive

Information: In 1983, through tax liens, the City acquired interest in the land over which proposed streets were laid out on a 1923 subdivision plan entitled “Taylor Pond Park Addition.” These are narrow, 20 foot wide, rights of way off Crest Avenue, with gravel roadways meandering in and out of some of them. Duane Little is the owner of property (PID’s 247-028 & 247-035) on either side of a portion of one of these proposed streets which runs between what we call Lehouillier Drive and Yankee Way. A retaining wall constructed by Mr. Little several years ago encroaches onto this section of proposed street. Chuck Starbird, the owner of property adjacent to Mr. Little, wanted to construct a driveway over this proposed street for access to his property. However the location of the retaining wall prevented him from constructing a maintainable driveway within the bounds of the proposed street. Mr. Little was unwilling to remove the wall and was preparing to take legal action to prevent Mr. Starbird from removing it.

To avoid having the City be involved in any impending litigation, or being seen as favoring one property owner’s interests over the other, City staff facilitated an agreement between three property owners. The exchange of small parcels of land between Mr. Little and the City to relocate the proposed street allow the retaining wall to remain and the driveway to be constructed. In order to maintain a uniform twenty foot width to the right of way, a third property owner, Jennifer Vyr (PID 247-022) needed to be part of the agreement. The attached survey plan shows the required property exchanges.

All of the costs in surveying of the properties and preparation of the legal descriptions have been paid for by Mr. Little & Mr. Starbird. Once the exchanges have been approved and the deeds signed, the plan and deeds will be recorded in the registry.

Financial: N/A

Action Requested at this Meeting: Discussion regarding issue and authorization for the city manager to sign all documents necessary to complete property exchanges.

Previous Meetings and History:

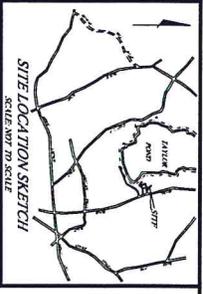
Attachments: *(in order of appearance in packet)*

- Sketch showing location and PIDs
- Survey Plan showing parcels to be exchanged. To be recorded at registry.
- Deed Descriptions for required exchanges.
 - City of Auburn to Duane Little
 - Duane Little to City of Auburn
 - Duane Little to Jennifer Vyr
 - Jennifer Vyr to City of Auburn

Lehouillier Drive - Property Exchange

1" = 80'





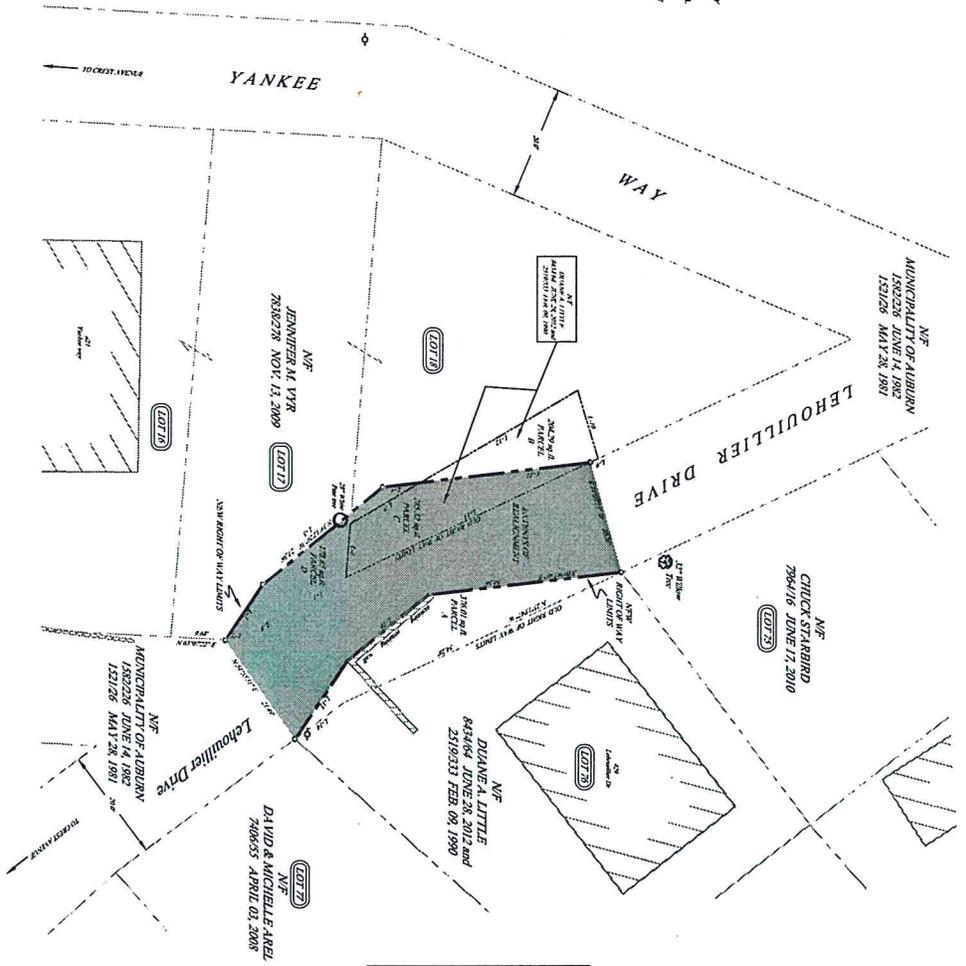
SCHEDULE OF PARCEL EXCHANGE

PARCEL A, LAND TO BE CONVEYED TO DAVID & MICHELLE ANGELO FROM THE CITY OF AUBURN, AND BEING 23.61 SQ. FT.

PARCEL B, LAND TO BE CONVEYED TO JENNIFER M. VYR FROM DAVID & MICHELLE ANGELO, AND BEING 23.61 SQ. FT.

PARCEL C, LAND TO BE CONVEYED TO THE CITY OF AUBURN BY DAVID & MICHELLE ANGELO, AND BEING 23.61 SQ. FT.

PARCEL D, LAND TO BE CONVEYED TO THE CITY OF AUBURN BY DAVID & MICHELLE ANGELO, AND BEING 23.61 SQ. FT.



LINE TABLE

LINE	BEARING	DISTANCE
1-2	S 89° 02' 00" W	2.00
2-3	S 89° 02' 00" W	1.00
3-4	S 89° 02' 00" W	1.00
4-5	S 89° 02' 00" W	1.00
5-6	S 89° 02' 00" W	1.00
6-7	S 89° 02' 00" W	1.00
7-8	S 89° 02' 00" W	1.00
8-9	S 89° 02' 00" W	1.00
9-10	S 89° 02' 00" W	1.00
10-11	S 89° 02' 00" W	1.00
11-12	S 89° 02' 00" W	1.00
12-13	S 89° 02' 00" W	1.00
13-14	S 89° 02' 00" W	1.00
14-15	S 89° 02' 00" W	1.00
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98-99	S 89° 02' 00" W	1.00
99-100	S 89° 02' 00" W	1.00

RECORDING INFORMATION:

AND NOTIFICATION TO PROPERTY OWNERS OF DEEDS RECEIVED _____ 1" _____ 1/4" _____ 1/8" _____ 1/16" _____ 1/32" _____ 1/64" _____ 1/128" _____ 1/256" _____ 1/512" _____ 1/1024" _____ 1/2048" _____ 1/4096" _____ 1/8192" _____ 1/16384" _____ 1/32768" _____ 1/65536" _____ 1/131072" _____ 1/262144" _____ 1/524288" _____ 1/1048576" _____ 1/2097152" _____ 1/4194304" _____ 1/8388608" _____ 1/16777216" _____ 1/33554432" _____ 1/67108864" _____ 1/134217728" _____ 1/268435456" _____ 1/536870912" _____ 1/1073741824" _____ 1/2147483648" _____ 1/4294967296" _____ 1/8589934592" _____ 1/17179869184" _____ 1/34359738368" _____ 1/68719476736" _____ 1/137438953472" _____ 1/274877906944" _____ 1/549755813888" _____ 1/1099511627776" _____ 1/2199023255552" _____ 1/4398046511104" _____ 1/8796093022208" _____ 1/17592186444016" _____ 1/35184372888032" _____ 1/70368745776064" _____ 1/140737491552128" _____ 1/281474983120256" _____ 1/562949966240512" _____ 1/1125899932481024" _____ 1/2251799864962048" _____ 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**PROPOSED DESCRIPTION OF LAND ON THE NORTHEAST SIDE OF
LEHOULLIER DRIVE IN THE CITY OF AUBURN, MAINE**

**City of Auburn, Maine to Little
376.01 square feet**

EXHIBIT A

A certain lot or parcel of land situated on the northeast side of a twenty foot (20') right of way known as Lehouillier Drive in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at 5/8" capped rebar in the northeast sideline of said twenty foot (20') right of way known as Lehouillier Drive and being the northwest corner of land now or formerly of David and Michelle Arel as described in Parcel Four in a deed dated April 03, 2008 and recorded in said Registry in Book 7406, Page 55;

- 1) Thence, N 56° 25' 31" W a distance of sixteen and 64/100 feet (16.64') to the southwest corner of an existing retaining wall;
- 2) Thence, N 39° 12' 20" W by the southwest face of said retaining wall, a distance of eighteen and 51/100 feet (18.51') to the approximate northwest terminus of said retaining wall;
- 3) Thence, N 06° 43' 46" W a distance of thirty-four and 36/100 feet (34.36') to a 5/8" capped rebar at the southwest corner of Lot 75 as shown on a plan of Taylor Pond Park Addition dated July 1922 and recorded in said Registry in Plan Book 7, Page 369 and being land now or formerly of Chuck Starbird as described in a deed dated June 17, 2010 and recorded in said Registry in Book 7964, Page 16;
- 4) Thence, S 25° 15' 47"E by the northeast sideline of said twenty foot (20') right of way known as Lehouillier Drive, a distance of fifty-four and 28/100 feet (54.28') to a point for an angle;
- 5) Thence, S 36° 49' 23" E by the northeast sideline of said twenty foot (20') right of way known as Lehouillier Drive, a distance of ten and 72/100 feet (10.72') to the **POINT OF BEGINNING**.

The above-described parcel contains 376.01 square feet. The bearings above referred to are referenced to magnetic north as observed August 2012. This description is pursuant to an agreement between the City of Auburn, Duane A. Little, Jr. and Jennifer M. Vyr, parties of interest, to exchange certain parcels of land and to establish the new location of a portion of said twenty foot (20') right of way known as Lehouillier Drive. Reference is made to a plan entitled Street Realignment Survey – Lehouillier Drive – Auburn, Maine dated September 12, 2012 by JKL Land Surveying – Mechanic Falls, Maine and to be recorded in the Androscoggin County Registry of Deeds. All 5/8" rebar are identified by an orange plastic cap inscribed JKL Survey – PLS 2216.

Meaning and intending to describe only a portion of land as described in a Municipal Tax Lien dated June 14, 1982 against Muriel Jean Mulligan heirs and recorded in the Androscoggin County Registry of Deeds in Book 1582, Page 226 and Municipal Tax Lien dated May 28, 1981 against Muriel Jean Mulligan recorded in said Registry in Book 1521, Page 26.

**PROPOSED DESCRIPTION OF LAND ON THE SOUTHWEST SIDE OF
LEHOULLIER DRIVE IN THE CITY OF AUBURN, MAINE**

**Little to the City of Auburn, Maine
285.32 square feet**

EXHIBIT A

A certain lot or parcel of land situated on the southwest side of a twenty foot (20') right of way known as Lehouillier Drive in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at 5/8" capped rebar on the southwesterly sideline of said twenty foot (20') right of way and being on the northeasterly sideline of land now or formerly of Duane A. Little as described in Parcel Two of a deed dated February 09, 1990 and recorded in the Androscoggin County Registry of Deeds in Book 2519, Page 333. Said rebar also being S 25° 15' 47" E a distance of one and 54/100 feet (1.54') from the northeast corner of said Parcel Two in Book 2519, Page 333. Said rebar is further located as being S 74° 00' 13" W a distance of twenty and 26/100 feet (20.26') from a 5/8" capped rebar at the southwest corner Lot 75 as shown on a plan of Taylor Pond Park Addition dated July 1922 and recorded in said Registry in Plan Book 7, Page 369 and being land now or formerly of Chuck Starbird as described in a deed dated July 17, 2010 and recorded in said Registry in Book 7964, Page 16;

- 1) Thence, S 06° 43' 46" E a distance of thirty and 18/100 feet (30.18') to a point on the southwest sideline of Parcel Two of said Little;
- 2) Thence, S 30° 24' 11" E by southwest sideline of said Little, a distance of fourteen and 40/100 feet (14.40') to a point;
- 3) Thence, S 85° 25' 11" E by the south sideline of said Little, a distance of nine and 57/100 feet (9.57') to a point on the southwest sideline of said twenty foot right of way known as Lehouillier Drive;
- 4) Thence, N 25° 15' 47" W by the southwest sideline of said twenty foot right of way known as Lehouillier Drive, a distance of forty-seven and 72/100 feet (47.72') to the **POINT OF BEGINNING**.

The above-described parcel contains 285.32 square feet. The bearings above referred to are referenced to magnetic north as observed August 2012. This description is pursuant to an agreement between the City of Auburn, Duane A. Little, Jr. and Jennifer M. Vyr, parties of interest, to exchange certain parcels of land and to establish the new location of a portion of said twenty foot (20') right of way known as Lehouillier Drive. Reference is made to a plan entitled Street Realignment Survey – Lehouillier Drive – Auburn, Maine dated September 12, 2012 by JKL Land Surveying – Mechanic Falls, Maine and to be recorded in the Androscoggin County Registry of Deeds. All 5/8" rebar are identified by an orange plastic cap inscribed JKL Survey – PLS 2216.

Meaning and intending to describe only a portion of land as described in a deed dated February 09, 1990 from John F. and Denise P. Winter to Duane A. and Elaine C. Little and recorded in the Androscoggin County Registry of Deeds in Book 2519, Page 333. Reference is made to a court judgment dated June 28, 2012 and recorded in said Registry in Book 8434, Page 64.

**PROPOSED DESCRIPTION OF LAND ON THE SOUTHWEST SIDE OF
LEHOULLIER DRIVE IN THE CITY OF AUBURN, MAINE**

**Little to Vyr
204.29 square feet**

EXHIBIT A

A certain lot or parcel of land situated on the southwest side of a twenty foot (20') right of way known as Lehouillier Drive in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at 5/8" capped rebar on the southwest sideline of said twenty foot (20') right of way and being on the northeast sideline of land now or formerly of Duane A. Little as described in Parcel Two of a deed dated February 09, 1990 and recorded in the Androscoggin County Registry of Deeds in Book 2519, Page 333. Said rebar is further located as being S 74° 00' 13" W a distance of twenty and 26/100 feet (20.26') from a 5/8" capped rebar at the southwest corner of Lot 75 as shown on a plan of Taylor Pond Park Addition dated July 1922 and recorded in said Registry in Plan Book 7, Page 369 and being land now or formerly of Chuck Starbird as described in a deed dated June 06, 2010 and recorded in said Registry in Book 7964, Page 16;

- 1) Thence, N 25° 15' 47" W by the southwest sideline of said twenty foot (20') right of way a distance of one and 54/100 feet (1.54') to a point at the northeast corner of said Little and being a corner of land now or formerly of Jennifer M. Vyr as described in a deed dated November 13, 2009 and recorded in said Registry in Book 7838, Page 278;
- 2) Thence, S 74° 00' 29" W by said Vyr, a distance of twelve and 20/100 feet (12.20') to a point;
- 3) Thence, S 30° 24' 11" E by said Vyr, a distance of thirty-two and 14/100 feet (32.14') to a point;
- 4) Thence, N 06° 43' 46"W a distance of thirty and 18/100 feet (30.18') to the **POINT OF BEGINNING**.

The above-described parcel contains 204.29 square feet. The bearings above referred to are referenced to magnetic north as observed August 2012. This description is pursuant to an agreement between the City of Auburn, Duane A. Little, Jr. and Jennifer M. Vyr, parties of interest, to exchange certain parcels of land and to establish the new location of a portion of said twenty foot (20') right of way known as Lehouillier Drive. Reference is made to a plan entitled Street Realignment Survey – Lehouillier Drive – Auburn, Maine dated September 12, 2012 by JKL Land Surveying – Mechanic Falls, Maine and to be recorded in the Androscoggin County Registry of Deeds. All 5/8" rebar are identified by an orange plastic cap inscribed JKL Survey – PLS 2216.

Meaning and intending to describe only a portion of land as described in a deed dated February 09, 1990 from John F. and Denise P. Winter to Duane A. and Elaine C. Little and recorded in the Androscoggin County Registry of Deeds in Book 2519, Page 333. Reference is made to a court judgment dated June 28, 2012 and recorded in said Registry in Book 8434, Page 64.

**PROPOSED DESCRIPTION OF LAND ON THE SOUTHWEST SIDE OF
LEHOULLIER DRIVE IN THE CITY OF AUBURN, MAINE**

**Vyr to the City of Auburn, Maine
178.85 square feet**

EXHIBIT A

A certain lot or parcel of land situated on the southwest side of a twenty foot (20') right of way known as Lehouillier Drive in the City of Auburn, County of Androscoggin, State of Maine and being more particularly described as follows:

BEGINNING at 5/8" capped rebar in the southwest sideline of said twenty foot (20') right of way known as Lehouillier Drive and being on the northeasterly sideline of land now or formerly of Jennifer M. Vyr as described in a deed dated November 13, 2009 and recorded in the Androscoggin County Registry of Deeds in Book 7838, Page 278. Said rebar also being N 03° 07' 22" E a distance of nine and 68/100 feet (9.68') from the northeast corner of Lot 16 as shown on a plan of Taylor Pond Park Addition dated July 1922 and recorded in said Registry in Plan Book 7, Page 369. Said rebar is further located as being S 54° 55' 31" W a distance of twenty-one and 49/100 feet (21.49') from the northwest corner of land now or formerly of David and Michelle Arel as described in a deed dated April 03, 2008 and recorded in said Registry in Book 7406, Page 55;

- 1) Thence, N 56° 25' 31" W a distance of eleven and 84/100 feet (11.84') to a 5/8" rebar for an angle;
- 2) Thence, N 39° 12' 20" W a distance of twenty-seven and 36/100 feet (27.36') to a 5/8" rebar for an angle;
- 3) Thence, N 06° 43' 46" W a distance of six and 75/100 feet (6.75') to a point in the southwest sideline of land now or formerly of Duane A Little, Jr. as described in Parcel Two of a deed dated February 09, 1990 and recorded in the Androscoggin County Registry of Deeds in Book 2519, Page 333. Reference is also made to a court judgment dated June 28, 2012 and recorded in said Registry in Book 8434, Page 64;
- 4) Thence, S 30° 24' 11" E by southwest sideline of said Little, a distance of fourteen and 40/100 feet (14.40') to a point;
- 5) Thence, S 85° 25' 11" E by the south sideline of said Little, a distance of nine and 57/100 feet (9.57') to a point on the southwest sideline of said twenty foot (20') right of way known as Lehouillier Drive;
- 6) Thence, S 25° 15' 47"E by the southwest sideline of said twenty foot (20') right of way known as Lehouillier Drive, a distance of eleven and 84/100 feet (11.84') to a point for an angle;
- 7) Thence, S 36° 49' 23" E by the southwest sideline of said twenty foot (20') right of way known as Lehouillier Drive, a distance of ten and 33/100 feet (10.33') to a point for an angle;
- 8) Thence, S 03° 07' 22" W by the southwest sideline of said twenty foot (20') right of way known as Lehouillier Drive, a distance of two and 30/100 feet (2.30') to the **POINT OF BEGINNING**.

The above-described parcel contains 178.85 square feet. The bearings above referred to are referenced to magnetic north as observed August 2012. This description is pursuant to an agreement between the City of Auburn, Duane A. Little, Jr. and Jennifer M. Vyr, parties of interest, to exchange certain parcels of land and to establish the new location of a portion of said twenty foot right of way known as Lehouillier Drive. Reference is made to a plan entitled Street Realignment Survey – Lehouillier Drive – Auburn, Maine dated September 12, 2012 by JKL Land Surveying – Mechanic Falls, Maine and to be recorded in the Androscoggin County Registry of Deeds. All 5/8" rebar are identified by an orange plastic cap inscribed JKL Survey – PLS 2216.

Meaning and intending to describe only a portion of land as described in a deed dated November 13, 2009 from Timothy F. Ronan to Jennifer M. Vyr and recorded in the Androscoggin County Registry of Deeds in Book 7838, Page 278.



City Council Workshop Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Item D

Author: Sue Clements-Dallaire, City Clerk

Subject: Regional Image Committee Survey/Branding discussion

Information: Hillary Dow, Iman Poeraatmadja, and Calvin Rinck will discuss the Summary of Analysis for Lewiston - Auburn Branding Initiative Survey.

Financial: N/A

Action Requested at this Meeting: Discussion only

Previous Meetings and History: N/A

Attachments:

- Summary of Analysis for Lewiston – Auburn Branding Initiative Survey
- Rebranding Initiative Overview

Summary of Analysis for Lewiston-Auburn Branding Initiative Survey

**Conducted by the Branding Initiative Sub-committee of the
Androscoggin County Chamber of Commerce and
Lewiston-Auburn Economic Council (LAEGC)**

Report Prepared by



August 2012

Background and Objectives

In February 2012, the Regional Image Committee (RIC) of the Androscoggin County Chamber of Commerce developed a Branding Initiative sub-committee to investigate opportunities to undergo a revised branding strategy for the Lewiston-Auburn Area. Recognizing an opportunity for The Chamber's Regional Image committee to work more closely with the Lewiston–Auburn Economic Growth Council (LAEGC), the two organizations and a committed group of RIC volunteers forged a stronger relationship working towards strengthening the marketing efforts of the LAEGC. The conversation began with an evaluation of the “L/A, It’s Happening Here!” campaign and evolved into a more structured approach to L-A’s community branding as a whole.

The first step in the process has been the data gathering phase, during which a community survey was conducted to gather information from both residents and non-residents. The sub-committee designed a survey based upon the 2002 and 2006 Public Opinion Benchmarking Survey commissioned by the Lewiston-Auburn Economic Growth Council and completed by Strategic Marketing Services (SMS-Portland). The 2012 survey is an effort to get a more current understanding of public opinion on the Lewiston-Auburn community. While the survey tools bare similarity, the tools and methods used are not the same. In 2002 and 2006, respondents were randomly selected to participate in phone interviews while in 2012 respondents self-selected to participate in an open, community-wide online survey. Numerical comparisons to 2002 and 2006 data are given as a means of providing background for the current findings and not for the purposes of benchmarking current survey results.

This report provides a brief summary of the full analysis completed for the 2012 Lewiston-Auburn Branding Initiative Survey designed and distributed by the Branding Initiative sub-committee. The findings reflect the opinions of 381 Lewiston-Auburn residents and 209 non-residents collected by electronic survey over a three month period between April and June 2012. Over 650 individuals responded to the questionnaire of which 590 were sufficiently completed to be included in the final data set.

Lewiston-Auburn Branding Initiative Committee Members:

Co- Chairperson- Hillary Dow, Director of Marketing & Business Development, Austin Associates

Co-Chairperson- Iman Poeraatmadja, Sales Representative, Neokraft Signs

Odelle Bowman, Executive Director, L A Arts

Rachel Desgrosseilliers, Executive Director, Museum LA

Aimee Goodwin, Owner, Goodwin Design Associates

Tammie Grieshaber, Curator, Lyceum Gallery

Kim Jacques, Owner, Revelation Massage

Chip Morrison, President, The Androscoggin County Chamber of Commerce

Calvin Rinck, Director of Marketing, Lewiston-Auburn Economic Growth Council

Linda Sherwood, Owner, LG Sherwood Communications

Noel Smith, Principal, Smith Reuter Lull Architects

Amanda Theberge, Director of Sales, Hilton Garden Inn Auburn Riverwatch

Report prepared by: Adilah Muhammad, Principal - Scorecard Strategic Planning and Research

The 2012 Branding Initiative Survey reveals several key insights into the ways in which both Lewiston-Auburn residents and non-residents have evolved in their perception and understanding of the L-A community. Since the last public opinion survey was completed in 2006, the nation as a whole has been struggling through the aftermath of one of the worst economic downturns since the Great Depression. As a community that was already struggling to remake its identity prior to these events, the L-A area stood a chance of being caught within this downturn. However, despite the decline in confidence in the national economy, Lewiston-Auburn has instilled enough sense of progress and forward thinking to maintain a relatively high level of confidence in the local economy and L-A as a whole.

"I am excited everyday about the positive change that has happened in the area over the last 5-10 years. I am excited for what's next."

-L-A Resident

While confidence in L-A remains high, it's a fragile confidence. Although there is general acknowledgement that the community is not where most want it to be on multiple levels - job creation, tax rates, critical mass of leisure and entertainment options, K-12 education, etc., people are recognizing progress and willing to stay the course. The Lewiston-Auburn area has proven its ability to remain committed to growth and progress through tough economic times. However, residents and non-residents alike are looking anxiously into the future for L-A's point of arrival. As you will find throughout this summary, respondents are both optimistic and cautious-looking for more cues that future progress lies ahead.

About Survey Respondents

As a whole, survey respondents have achieved a high level of educational attainment and have higher household incomes than the average Mainer. This fact should not be lost in the interpretation of survey data as the respondents represent a very distinct segment of the community that comprises business and organizational leaders, professionals, and individuals who are generally more actively engaged in civic and community life. As such, the survey data represents a key cohort of individuals who have been and will continue to be vital in shaping public opinion of the L-A community.

- **Education**- There is a high level of educational attainment by both residents and non-residents. Two-thirds (67%) of all respondents have completed a four-year degree or higher. In 2002 and 2006, 22.8% and 23.7% respectively held four-year degrees or higher amongst respondents from Lewiston-Auburn. When considering the total number of individuals with at least some college or a two-year degree, 85% of the respondent population is college educated. In this survey, the representation of individuals with a high school degree or less decreased. Whereas 47.1% of L-A resident and 38.3% of non-resident respondents held a high school diploma or less in 2006, only 13.7% of resident and 6.7% of non-resident respondents are similarly represented in the 2012 survey.
- **Household Income**- Two thirds (67%) of all 2012 non-residents have a household income of \$75,000 or more while 48% of L-A respondents earn the same. By comparison, in 2006, only 10% of L-A residents and 15% of non-residents had a household income of \$75k or more.

These attributes reveal a very stark disconnect between not only the distribution of respondents in prior benchmarking surveys, but also a heavily class based set of opinions that may greatly differ from the L-A community as a whole. Education levels and income play a significant role in shaping an individual's notion of progress and opportunities available to them. Therefore, the representativeness of this survey is cautioned in its application to the broader Lewiston-Auburn community.

"L-A will be "the place to be" in five years."

-L-A resident

Additional Demographics

- Age- Residents age 45 and older represent 60.0% of L-A respondents in the survey. L-A residents age 25-44 represent 31.0% percent of respondents while those age 15-24 represent roughly eight percent.
- Employment- Over eighty percent of L-A respondents also work in the Lewiston-Auburn community. Just over half (50%) of non-residents work in L-A.
- Birth Place- Forty-seven percent of L-A residents were born in the L-A community while twenty-seven percent of non-residents were born in the L-A community.

Residency

Patterns of residency are important to understand in order to determine an area's ability to both retain and attract new residents. The balance of newer residents (two to ten years) to more long-term residents is changing as well as the number of individuals living in the area their entire lives.

- While only 21.7% of Lewiston-Auburn respondents have lived in their **current** city of residence (either Lewiston or Auburn) for their entire lives, 47.1% have lived in the Lewiston-Auburn community for their entire lives.
- From 2002 to 2006 the number of both residents and non-residents living in their current city of residence for at least ten years increased. However, between 2006 and 2012, longer term residents and non-residents declined. Over the same period, the number of L-A residents living in the community for two to ten years increased over the same period by twenty percent.
- Amongst all L-A residents, the primary reasons for which they either moved to or remained in the area were for: Career/Work (37.3%), Family/Friends (36.4%), and Home/Land Purchase (13.6%).
- Both L-A residents and non-residents share a similar outlook on the expectation of future residency in their current city. Approximately three quarters (75%) of both residents and non-residents expect to continue living at their current residence for the foreseeable future. While only one in nine respondents do not see themselves living in their current residence in the future. The number of L-A residents who "don't know" if they will continue living in the community increased between 2006 and 2012 by 10.1%.

Although there was no follow up question in the survey for those who did not see themselves living in L-A for the foreseeable future, results from other areas of the survey indicate that this uncertainty can possibly be attributed to the growing uncertainty of the actual direction that the Lewiston-Auburn area is headed. Individuals age sixty-five and older were also more likely not to see themselves in the L-A area for the foreseeable future most likely due to retirement decisions.

“There should be a stronger connection between education and economic development”

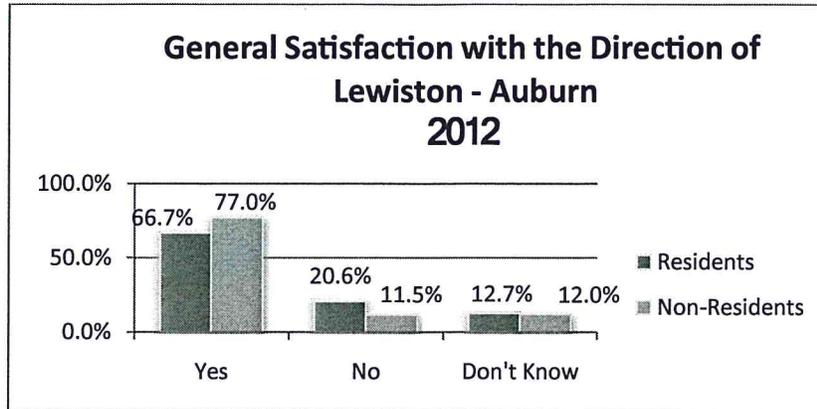
-L-A Resident

Additionally, the reasons for which individuals move to the area cannot be accurately pinpointed as decisions to work or purchase a home may be driven as much by the proximity to family and friends as it is to an economic choice (and vice versa). This is an area worthy of further exploration as it is important to better understand the role that secondary reasons (i.e. affordability, k-12 education, lifestyle, location, college) influence why people continue to live or choose to relocate to the area. These “hat hanger” issues are what make an area distinctive as a “best place to live” type community. What defines the Lewiston-Auburn lifestyle? What is the state of K-12 education in Lewiston-Auburn and how does it affect relocation decisions of current and future residents? What are the real or perceived tradeoffs families and individuals make when choosing to live in the L-A community? These type questions will help to reveal some areas where improvements can be made in promoting the area.

General Perception of Lewiston-Auburn.

- Two thirds (67%) of all L-A residents are satisfied with the direction the Lewiston-Auburn community is headed. The top reasons for which L-A residents attribute their satisfaction are : a noticeable energy/progress and commitment to change, increase in downtown businesses and riverfront plans, increase in arts, culture, and entertainment, and community involvement.
- Although there is an overall decrease in the percentage of L-A residents who are satisfied with the direction of L-A between 2006 and 2012, there was no increase in the percentage of residents who were dissatisfied. However, the number of residents who are uncertain of how satisfied they are with the direction of the L-A community increased.
- Consistent with 2002 and 2006 survey results, the primary reasons cited amongst residents who are dissatisfied with the direction of the community are poor municipal leadership (40%), high taxes (26.2%), Poverty/Welfare/Drop-out rate (20.0%) and a poor economy (15.4%)*.

*Figures represent frequency of occurrence in open-ended responses. Percentages do not total 100% due to multiple responses given per response. Percentages represent most frequent responses.



These results represent a significant sentiment that is present throughout the survey results. Even amongst those who were satisfied with the direction of Lewiston- Auburn many were concerned with the looming reality of high taxes, poor economy, poverty rate and uncertainty that the vision of the Lewiston-Auburn area has been clearly communicated to the broader community. Dissatisfaction with municipal leadership stems from a perception that there is not enough collaboration between Lewiston and Auburn to help achieve cost savings that could result in lower taxes.

The following comments are typical of responses received by individuals who were satisfied with the direction of L-A:

- *"I love the Lewiston-Auburn area and feel it has a lot to offer the residents here. However, the real estate taxes have me concerned."*
- *"I like the improvements in restaurant options, theater, shows and cultural entertainment and events."*
- *"The continued additions of more and more art, film, theater etc. is very much welcomed. I hope the next step is to provide well paid employment for our citizens."*
- *"There seems to be continual movement in new businesses coming to the area, which is good. However, all of them are service related and do not bring good jobs with them. We need to work harder to attract businesses that will bring jobs to the area."*

Attitudes Toward the L-A Community

- While the **perception of the L-A community as an industrial-type community** declined from 2002 to 2006, it increased from 2006 to 2012. The number of both L-A residents and non-residents who either "strongly agree" or "somewhat agree" with L-A being an industrial community grew by nearly equal percentages.

***"It's hard to sell L-A on
L-A. We have an
inferiority complex."***

-L-A Resident

- Approximately 88% of both residents and non-residents either “strongly agree” or “somewhat agree” **that L-A has a rich history**. Interestingly, the number of residents and non-residents who did not know if L-A had a rich history fell. Between 2006 and 2012, there was a shift (10%) from non-residents who didn’t know if L-A had a rich history to more individuals who somewhat or strongly agree that it does.
- Whereas more respondents came to view **L-A as being a place that is not very safe over the** period from 2002 to 2006, the opposite is true from 2006 to 2012. Approximately 20% more residents and non-residents either “strongly disagree” or “somewhat disagree” that L-A is a place that is not very safe.
- Perception of **L-A’s cultural offerings is greatly improving**. Approximately eight in ten residents either “strongly agree” or “somewhat agree” that L-A is a community with many cultural offerings. Slightly more than three fourths (75%) of non-residents believe the same. This represents an increase of approximately thirty percent for both groups.
- Overall, both residents (62.3%) and non-residents (49.8%) either “strongly disagree” or “somewhat disagree” that **L-A is not a good place to raise a family**. The number of residents and non-residents who either “strongly disagree” or somewhat disagree” that L-A is not a good place to raise a family increased from 2006 to 2012.
- Uncertainty of **L-A as being an interesting community** has changed for the positive. There is a shift from 2006 amongst those who “don’t know” to those who either “strongly agree” or “somewhat agree”. This shift is nearly a two-fold increase for both residents and non residents.
- The perception of **L-A being a community on the move** was relatively consistent from 2006 to 2012 amongst L-A residents. There was a nominal decrease. Non-residents (67.0%) are more likely to perceive the L-A community as being on the move economically than L-A residents (59.2%).
- The majority of residents and non-residents feel that **L-A’s cultural diversity is a strength**. However, non-residents are more likely to have a more favorable view of L-A’s cultural diversity than residents themselves. Over half of all residents (57.4%) and non-residents (69.4%) “strongly agree” or “somewhat agree” that L-A’s cultural diversity is a strength.
- Eight out of ten (80%) residents and non-residents either “strongly agree” or “somewhat agree” that **the Androscoggin River is a key asset for L-A**.

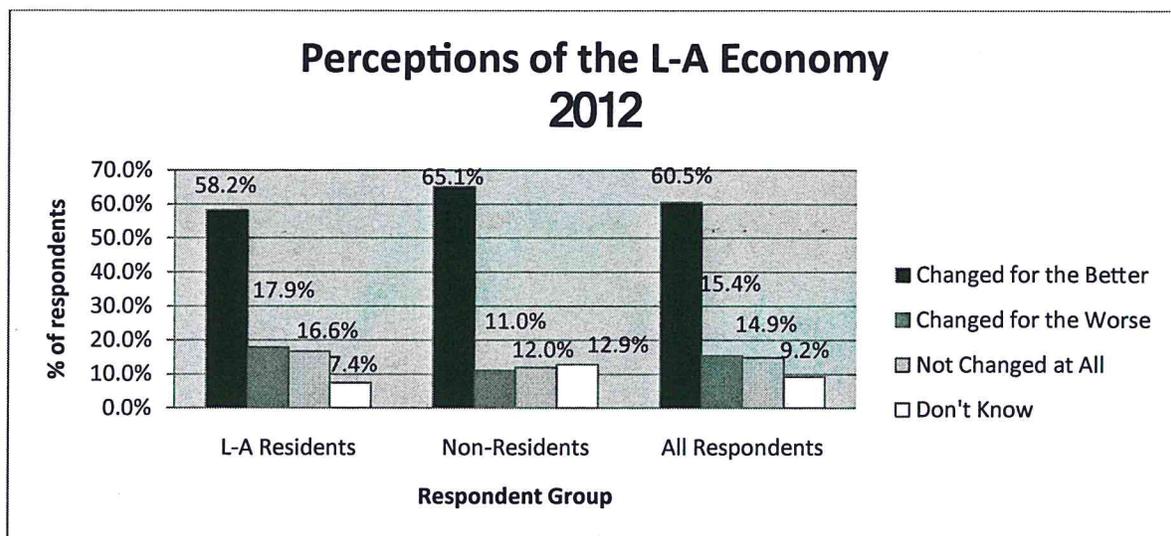
“The people are community oriented, hardworking, and are like a large family.”

-Non-resident

Attitudes toward the L-A community are continuing to improve especially amongst non-residents. Generally, non-resident attitudes toward the L-A community have been more positive than that of L-A residents. This is quite possibly due to a more intimate knowledge amongst residents on what is actually taking place in the community versus non-residents who may experience the community from a secondary perspective (work, media, etc.). Regardless, non-residents are being positively influenced

about the L-A area despite what residents may view as real or perceived challenges that more negatively impact their opinions.

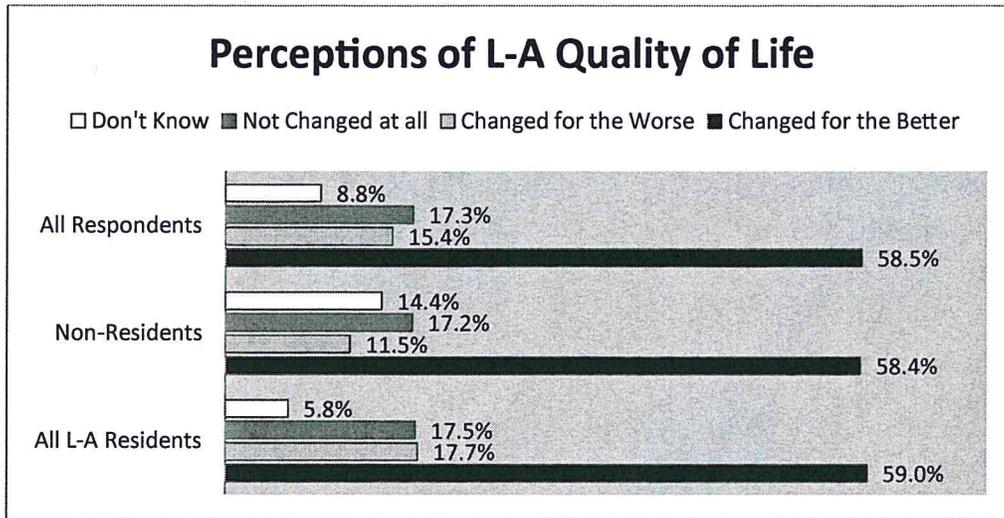
The slight shift back to L-A as being seen as an industrial-type community is one that should not be perceived as a sign the community is moving backwards. Whereas in years past, there have been attempts to shed the mill town image, there has been considerable efforts made by local organizations to promote this image as a source of cultural pride. Therefore, the community perception of being an industrial-type community may provide a unique source of regional identity. This is further corroborated by the increase in number of individuals, both residents and non-residents, who believe that L-A has a rich history. The increase in everyday knowledge of L-A’s history and cultural heritage has expanded the concept of what it means to be an industrial-type community and has frequently served as the narrative to encourage future growth and development.



Economy

In the past 3-5 years, the majority of all respondents believe that the L-A economy has changed for the better. However, L-A residents are more likely than non-residents to believe that the economy has changed for the worse. Amongst non-residents there was a shift from those who saw no change or didn't know what to think about the L-A economy to a more definitive perception that was either negative or positive.

Again, the disparity in non-resident perception of betterment may be due to the differing amount of knowledge of what is happening locally. There is a nominal increase of non-residents and residents respectively who perceive the economy as being worse. Given the small percentage increase and survey methodology, these numbers may not represent an actual change. However, because L-A residents who believe the economy has changed for the better has decreased from 66.6% (2006) to 58.2% (2012) while all other categories (“changed for the worse”, “not changed at all”, “don't know”) have increased, indicates that there is a very real level of uncertainty underlying the sense of progress. However, the percent of residents (58.2%) and non-residents (65.1%) who believe the economy has changed for the better still remains the majority. It is very likely that perceptions of the L-A economy are being influenced by the levels of confidence in the national economy.



Quality of Life

- A majority of residents and non-residents believe that the quality of life in L-A has improved in the last 3-5 years. From 2006 to 2012, the percentage in both residential groups increased. However, there is a small increase amongst residents and non-residents who feel that the quality of life has changed for the worst. The number of residents and non-residents who feel that the quality of life has not changed at all has decreased significantly.
- Residents and non-residents remain optimistic about L-A's future. Three in four non-residents believe that L-A will continue to improve over the next five years. Meanwhile, two out of three L-A residents believe the community will improve. There is an increase in L-A residents who "don't know" what will happen to the community in the next five years.

Future

- Only six percent of L-A residents believe that people in other Maine communities have a good or very good image of Lewiston-Auburn while ten percent of non-residents feel the same. Nearly three fourths of all L-A residents believe that other Maine communities have a poor or very poor image of L-A. Just over half of non-residents believe the same.
- Both L-A residents and non-residents believe that the residents of Lewiston-Auburn hold a more favorable image of themselves than those in other Maine communities.

Marketing

- When residents and non-residents were asked what they think of when they hear the phrase, "L-A: It's Happening Here!" several responses were given. Amongst non-residents, the two most frequent things that came to mind were: L-A's development of "arts, culture, entertainment and business" (27.3%) and L-A being a community "on the move" (18.0%). The top two things that came to mind amongst L-A residents were "What's Happening?/Not Really" (20.6%) (i.e. things are happening but not quick enough or no critical mass) and a community "on the move" (19.8%).
- The following are the most frequent words used when respondents were asked what comes to mind when they think of the phrase "L-A: It's Happening Here!":

Arts Balloon Festival Bob Marley Chamber
Commercial Community crime Cultural
Downtown Lewiston Economic Development Efforts Forward Fun
Growth Happening L-A Marketing Museum
New Businesses Past Phrase Positive Progress
River Slogan Think True

"What's Happening Here - A strong sense of community."

-L-A Resident

The following are typical responses submitted by respondents to the question "What do you think of when you hear the phrase, "LA: It's Happening Here!":

- *"Really? L-A has a lot to offer, but you really have to look for it. You have to be willing to get out there, explore, get to know people, get involved. It's a diamond in the rough. I think people from other communities might hear that tagline and think, "Yeah right. I don't see anything cool happening up there."*
- *"In one sense, what comes to mind is that things are improving up here but then I think "where and when?"*
- *"What's happening? Seriously, there should be more of an explanation of "what's happening"."*
- *"High energy, open-minded and forward thinking community!!"*
- *"A punch line whenever a mistake is made by public officials, or a crime is reported in the newspaper. The "it" is the weakness of this tagline. It presents no particular vision and is easily turned against the momentum it is trying to spur."*
- *"I think that the phrase means that a lot of good things are happening in L-A, and that the community is being improved a lot. However I don't think that is entirely correct. Yes, a lot of things have been improved and*

"We need to work on our own self-image. We have to convince ourselves that this is a good place to work/live before we can effectively convince others."

-L-A Resident

changed for the better. However when I look at my community now, and from the past, I don't see much change that is REALLY making a huge difference. When I hear people say there have been a bunch of new businesses and stuff opening up, and the community has really been cleaned up, it may be true, but at least for me and a lot of people I know, it really isn't making a big difference. Maybe in time, it will get there, but I feel that there is still a lot of work to be done."

- *"That we are deliberately changing the face of LA and we want others to join us."*
- *"When I hear the phrase I first think of all the plans in place that will really make it "happen here". I think we are on the right path, but have a long road ahead of us."*

***"We don't know what
our focus is –
Downtown? River?
Education?"***

-L-A Resident

Media

Newspapers and magazines remain the primary source of information about what is happening in Lewiston-Auburn for both residents and non-residents. Over eighty percent of residents and three quarters (75%) of non-residents indicate that they use newspapers/magazines as a source of information. Television is the second most utilized medium by both groups. Social media is the third highest category for L-A residents (57.7%) and non-residents (55.0%). The 2002 and 2006 survey did not include social media as a choice for a source of information about L-A. However, given the growing popularity and ease of communication over social networks, it is likely that these mediums will increase in usage.

The overall outlook for the Lewiston-Auburn community is a positive one. Both residents and non-residents have come a long way in reshaping many of the negative perceptions that have historically burdened the overall image of the community. However, the survey results indicate that there is a large amount of work to be done to maintain the progress that has been achieved thus far. While survey respondents have maintained a high level of optimism, there is an underlying sense by those that are both satisfied and dissatisfied that the slower pace of development and improvements could eventually be too little to sustain the overall perception of progress- even amongst L-A's strongest advocates. What is most apparent from this survey is that there is a clear need to:

- **Articulate a Vision and Communicate It** -The increase in the number of L-A residents who are uncertain of living in the community for the foreseeable future is a matter that should be addressed. Even amongst those who were satisfied with the direction of the L-A community, concerns over such issues as high taxes, municipal leadership, and poverty rates still exist. Residents in particular are looking for more clear communication about what is being done to address these concerns as they have a drag on overall quality of life. The greater assurances local leaders are able to provide of a proactive effort to improve these issues will provide greater certainty for new and shorter term residents to remain in the community for the long-term.
- **Highlight and Increase Collaboration Between Cities and Between Organizations**- Residents and non-residents acknowledged many of the positive reasons for which they are satisfied with the direction of L-A. However, if residents perceive that there is a lack of municipal leadership, the ability to unify the community around future efforts may become limited. Mistrust of leadership is likely playing a role in the level of uncertainty that is woven throughout the survey results. While many expressed positive views on the level of individual and organizational

initiative shown in revitalizing the community, the perception of their being a mismatch in vision between the business and organizational leadership and municipal leadership cannot persist in perception or reality.

- **Promote L-A as Center of History, Community, and Tradition-** Rather than run from its blue-collar, mill town history, Lewiston-Auburn appears to be ready to celebrate and embrace it. The large number of life-long residents serves as a healthy backdrop to create a business and cultural renaissance that captures the personal and emotional thread of the community. Efforts to develop pride in the area's industrial history have given the L-A area a narrative in which new and old residents can connect to. This narrative is appealing to a broad base of individuals because it weaves together all people - young/old, rich/poor, black/white into the past and future legacy of the community.
- **Investigate Community Satisfaction with Secondary Location Factors-** Although the primary reasons individuals relocate to the area is due to a family or personal connection, work, or home purchase, it is important to evaluate the secondary reasons such as affordability, local school system, college opportunities, and lifestyle. While the other primary reasons are interconnected, the more secondary reasons provide an opportunity to address improvements that will bring in a different set of individuals to the area and retain others. Exploring what type of lifestyle the L-A community actually provides for varying sub-groups needs to be addressed on multiple levels- along lines of age, sex, income level, family composition, ethnicity, etc. These are all opportunities to better articulate what L-A offers in terms of livability.
- **Communicate a Sense of Proactive Leadership on Safety and Educational Issues-** L-A has begun to shed its image as a high crime community that is not safe, yet still struggles with issues of poverty and educational attainment. L-A may be known as an interesting community with a lot to see and do, however if the local school systems are not seen as being strong, families with no connection to the area may be less likely to feel that L-A is the best community in which to raise a family. Residents must also feel as though its public institutions are developing in tandem with the private sector. If not, the growing discontent with areas such as high taxes, poverty, etc. will begin to over shadow perceptions of progress.

Community Development

Its key purpose is to build communities based on justice, equality and mutual respect. Community development involves changing the relationships between ordinary people and people in positions of power, so that everyone can take part in the issues that affect their lives. It starts from the principle that within any community there is a wealth of knowledge and experience which, if used in creative ways, can be channeled into collective action to achieve the communities' desired goals.

-Community Development Foundation

While there has been a tremendous amount of excitement and energy moving toward the achievement of Lewiston-Auburn's economic goals, the anxiety within the community lies in the ability of both cities to match its economic efforts with community development. Community development is both a process and a product that involves identifying community needs, building the human and infrastructural resources within the community to address those needs, and providing a means of integrating those community needs with a community's economic interests. From the perspective of respondents, this integration is not happening frequently enough to provide full surety in the promise of a new revitalized L-A.

The current trajectory of Lewiston-Auburn is a community that is moving forward economically yet lagging socially. This disconnect which has been implicitly identified through much of the open-ended survey responses uncovers the growing concern with the high concentration of poverty in the community and its impact on both long and short term economic growth. Respondents understand that in order to create a truly sustainable community, economic development must be equally aligned with community development. The public is searching for assurances that there will be more collaboration aimed at addressing the day-to-day needs of households and communities that equal efforts to strengthen the private sector. In order to improve the image of L-A, leadership is needed to communicate not only a direction but also a vision of the L-A community that integrates the full breadth of development needs. Only then will the public become fully confident in the full picture of Lewiston-Auburn's future as a community that remains on the move.

"L/A is family-friendly and community oriented. We have a very low crime rate, low-cost housing, and we are a very business friendly community. We are convenient to everything that Maine has to offer...skiing, coastline, apple picking, and beautiful natural resources. It is a clean area to live in with a diversity of restaurants, arts and architecture....."

- L-A Resident

Rebranding Initiative Overview

Who:

Lewiston-Auburn Branding Initiative Committee Members:

Co- Chairperson- Hillary Dow, Director of Marketing & Business Development, Austin Associates

Co-Chairperson- Iman Poeraatmadja, Sales Representative, Neokraft Signs

Odelle Bowman, Executive Director, L A Arts

Rachel Desgrosseilliers, Executive Director, Museum LA

Aimee Goodwin, Owner, Goodwin Design Associates

Tammie Grieshaber, Curator, Lyceum Gallery

Kim Jacques, Owner, Revelation Massage

Chip Morrison, President, The Androscoggin County Chamber of Commerce

Calvin Rinck, Director of Marketing, Lewiston-Auburn Economic Growth Council

Linda Sherwood, Owner, LG Sherwood Communications

Noel Smith, Principal, Smith Reuter Lull Architects

Amanda Theberge, Director of Sales, Hilton Garden Inn Auburn Riverwatch

Report prepared by: Adilah Muhammad, Principal - Scorecard Strategic Planning and Research

When:

The Regional Image Committee formed this sub-committee in February 2012.

We have held several meetings per month since that time, a total of 27 meetings.

Why:

Our community is at a crossroads, with many positive plans and initiatives currently underway. With only one concentrated entity coordinating the marketing and communication efforts for Lewiston & Auburn, the Economic Growth Council, the Regional Image Committee of The Chamber seized the opportunity to augment the efforts being made by the LAEGC and aid in the evolution of our regional branding.

It's Happening Here is nearly 10 years old. We want to determine what our messaging and brand identity should be for the next 10 years.

Response:

Over 650 individuals responded to the questionnaire, residents and non-residents of Lewiston and Auburn, of which 590 were sufficiently completed to be included in the final data set.

The City of Lewiston has designated staff to coordinate with our efforts and a similar presentation to the one being held in Auburn on 11/5 will be held before the Lewiston Council on 11/13.

Media Support:

The LAEGC has secured the support of WGME in moving forward with a branding initiative for Lewiston and Auburn.

3 Key points from Community Survey:

Brand Identity supports:

Economic Development

Community Development

Emotional Attachment and Pride in a Community

It is time to determine, what next?



City Council Workshop Information Sheet

City of Auburn

Council Workshop Date: November 5, 2012

Item E

Author: Clint Deschene, City Manager

Subject: Consent calendar items

Information: Discussion on consent items on the agenda.

Financial: N/A

Action Requested at this Meeting: Discussion only

Previous Meetings and History: N/A

Attachments:



City Council Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Subject: Executive Session

Information: Discussion about Labor Contracts, pursuant to 1 M.R.S.A. §405(6)(D).

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 of personnel issues
 - B. Discussion or consideration by a school board of suspension or expulsion
 - 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. Labor contracts
 - E. Contemplated litigation
 - 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 in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.
-



**City Council
Agenda Information Sheet**

City of Auburn

Council Meeting Date: November 5, 2012

Order 84-11052012*

Author: Susan Clements-Dallaire, Acting City Clerk

Subject: Replacing a Warden for the November 6, 2012 General and Referendum Election.

Information: On October 1, 2012, the City Council appointed Wardens and Ward Clerks for the various polling places for the November General and Referendum election and for all 2013 elections. Since that time, the Ward 3 Warden had to resign her duties. The City Clerk is recommending Donna Albert of Auburn as the replacement for that Warden position:

Financial: N/A

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments:

- Order 84-11052012

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 84-11052012

ORDERED, that the City Council hereby appoints Donna Albert as Warden in Ward 3, Auburn Hall, for the November 6, 2012 General and Referendum Election.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Order 85-11052012*

Author: Susan Clements-Dallaire, Acting City Clerk

Subject: Replacing a Ward Clerk for the November 6, 2012 General and Referendum Election.

Information: On October 1, 2012, the City Council appointed Wardens and Ward Clerks for the various polling places for the November General and Referendum election and for all 2013 elections. Since that time, the Ward 5 Warden Clerk had to resign from his duties. The City Clerk is recommending Tracey Steuber of Auburn as the replacement for that Ward Clerk position:

Financial: N/A

Action Requested at this Meeting: Recommend passage

Previous Meetings and History: N/A

Attachments:

- Order 85-11052012

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 85-11052012

ORDERED, that the City Council hereby appoints Tracey Steuber as Ward Clerk in Ward 5, Sherwood Heights School, for the November 6, 2012 General and Referendum Election.



**City Council
Agenda Information Sheet**

City of Auburn

Council Meeting Date: November 5, 2012

Order 86-11052012*

Author: Sue Clements-Dallaire, City Clerk

Subject: Temporary sign request for the Auburn Ski Association's Annual Ski Swap.

Information: The Auburn Ski Association's Annual Ski Swap is to be held on November 10th and 11th. They would like to place 4 temporary signs to advertise the event. Please see the attached letter for details.

Financial: None

Action Requested at this Meeting: Passage

Previous Meetings and History: N/A

Attachments:

- Letter from Jodd P. Bowles on behalf of the Auburn Ski Association
- Order 86-11052012

Dear Council:

The Auburn Ski Association will be holding their annual Ski Swap on November 10 and 11 at the Auburn Middle School. We would like permission to place 4 signs that inform the public of this event in the following public and private locations: one across the street from Auburn Hall next to the Advanced Orthotics sign, the second on the corner of the intersection below Starbucks, and the other two on private land—one in front of J.L. Hayes and the other on Court Street where Lake and Court meet. We have received permission from the landowners and businesses. These signs are the same ones we have been using for over two decades, 4x8 plywood painted white with the date, time and location of the event. Some have a graphic of a skier on them. Signs are removed immediately after the event. The Auburn Ski Association is an organization that promotes skiing and snowboarding in the Auburn area. We help with funding for the high-school and middle-school alpine and Nordic ski programs. Also, ASA funds the Auburn introductory elementary-age learn-to-ski program and contributes funds to the Auburn Nordic Ski Association, the Lost Valley Ski Racing Club, and the Special Olympics. We offer annual college scholarships to local skiers from Edward Little and have helped athletes who need financial support with equipment as well as training and travel costs associated with events like the U.S. Ski Team.

Jodd P. Bowles

On behalf of the Auburn Ski Association

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 86-11052012

ORDERED, that Auburn Ski Association may place four temporary signs for their Annual Ski Swap which will be held on Saturday and Sunday, November 10th and 11th, 2012. Two of the signs are to be posted on private property. One will be placed in front of J.L. Hayes and the other on Court Street where Lake and Court meet, with the landowner's permission. The third sign would be placed across the street from Auburn Hall next to the Advanced Orthotics sign, and the fourth on the corner of the intersection below Starbucks as long as their placement does not affect sight distance for streets or adjacent driveways.



**City Council
Agenda Information Sheet**

City of Auburn

Council Meeting Date: November 5, 2012

Order

87-11052012*

Author: Sue Clements-Dallaire, City Clerk

Subject: Temporary sign request for Saint Dominic Academy's Holiday Festival

Information: Saint Dominic Academy is requesting approval from the City Council to place a temporary sign at the intersection of Mount Auburn Avenue and Turner Street (in front of the fenced area at the Starbucks corner). The 3 x 4 sign will be advertising their Holiday Festival which is to be held on November 10th. Pending Council approval they would like to post the sign on November 6th and will remove it on November 10th.

Financial: None

Action Requested at this Meeting: Passage

Previous Meetings and History: N/A

Attachments:

- Email from Jim Fortin, Holiday Festival Chairperson
- Sample picture of the sign to be used
- Map of the proposed sign location
- Order 87-11052012

Susan Clements-Dallaire

From: SDA Holiday Festival [sdaholidayfestival@live.com]
Sent: Monday, October 29, 2012 7:08 PM
To: Susan Clements-Dallaire
Cc: Sue Duchette; SDA Holiday Festival
Subject: Saint Dominic Academy Holiday Festival - Request to Place Event Signage at Turner Street
Attachments: SDA Sign.JPG; SDA Holiday Festival Sign Location - Turner St.pdf

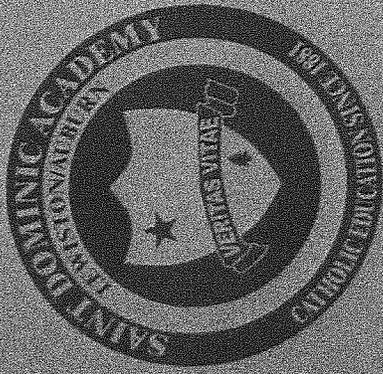
Dear Sue,

I wanted to follow-up on your earlier discussions with Sue Duchette at Saint Dominic Academy regarding a request to place event signage for our upcoming Holiday Festival. This sign is being used to advertise our Holiday Festival being held on November 10th. Specifically, we are looking to place 1 sign at the intersection of Mount Auburn Avenue and Turner Streets (in front of the fenced area at the Starbucks corner). The sign is 3'-0" x 4'-0" and will be supported by a wooden frame. A picture of the sign (taken last year, date on photo is not correct) is attached for your reference, along with a location map. We wish to have the sign placed on Nov 6th and removed on November 10th.

I would appreciate a confirmation email so that I know this message has been received. Please also let me know if any additional information is needed to obtain approval from the City Council during their meeting on November 5th.

Thank you -

Jim Fortin
Holiday Festival Chairperson
233-3838



St. Dom's

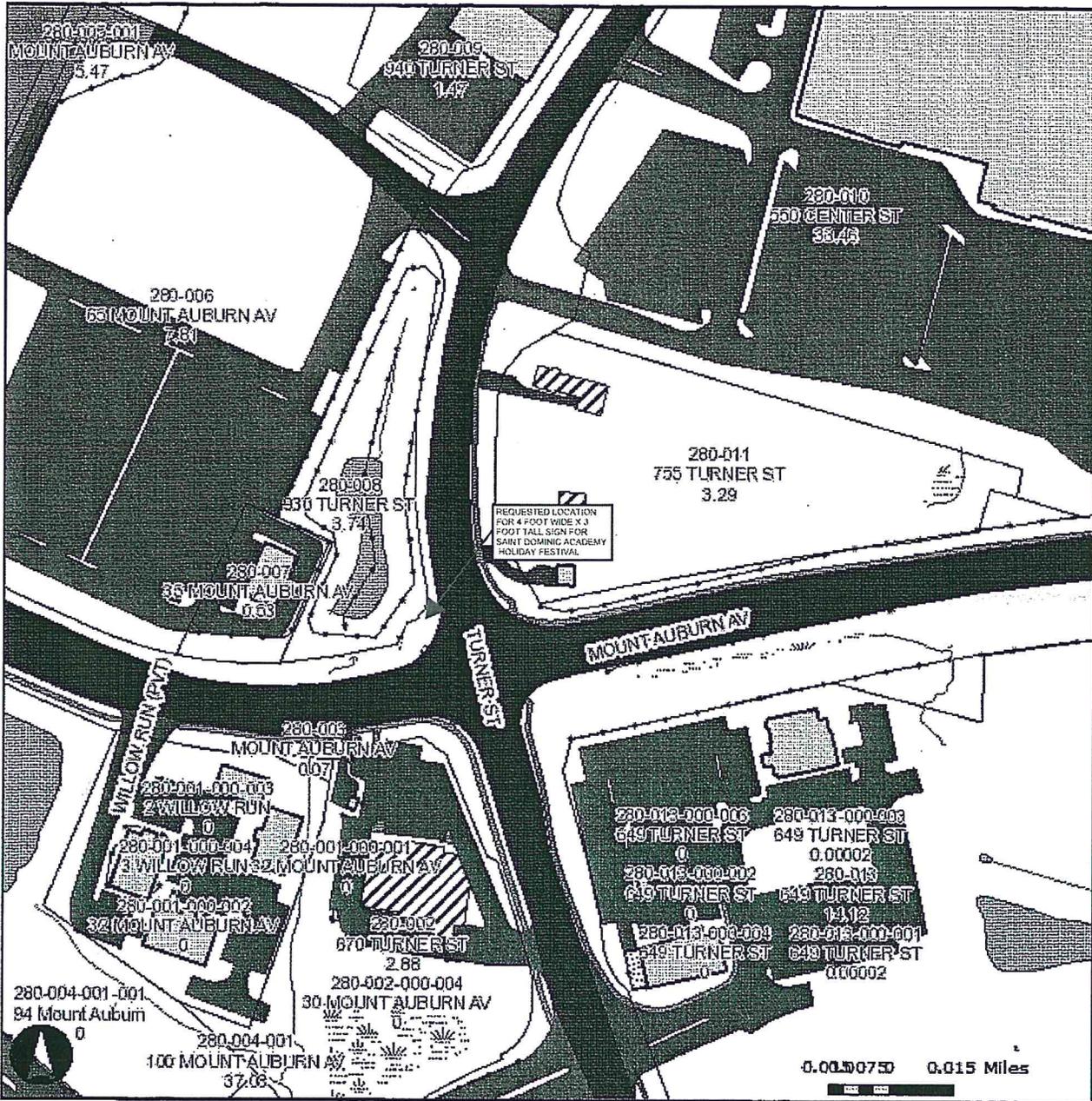
GRACELAWN ROAD, AUBURN

HOLIDAY FESTIVAL

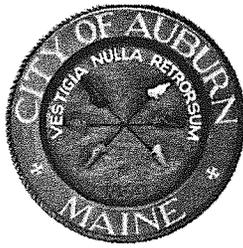
Saturday, Nov 12th

9 AM - 3 PM

Map



Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 87-11052012

ORDERED, that Saint Dominic Academy may place a temporary sign for its Holiday Festival to be held on Saturday November 10, 2012, be placed at the intersection of Mount Auburn Avenue and Turner Street in front of the fenced area at the Starbucks corner as long as the placement does not affect sight distance for streets or adjacent driveways.

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Mayor LaBonte called the meeting to order at 7:10 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor Shea had an excused absence and all other Councilors were present.

I. Consent Items*- None

II. Minutes

Motion was made by Councilor Crowley and seconded by Councilor Gerry to approve the minutes of the September 24, 2012 Special Council Meeting and the October 1, 2012 City Council Meeting. Passage 6-0.

III. Reports

Mayor's Report – Mayor LaBonté reported.

City Councilors' Reports – Councilors Gerry, Crowley, Young, Walker, and LaFontaine reported.

City Manager's Report – City Manager Deschene Reported.

Finance Director, Jill Eastman – September 2012 Monthly Report

Motion was made by Councilor Crowley and seconded by Councilor Young to accept the September 2012 Monthly Report. Passage 6-0.

IV. Communications, Presentations and Recognitions

- Uniform Crime Report (UCR) Presentation-Phil Crowell

V. Open Session

Kevin Simpson, 84 Summer Street, Auburn
Sandra Doctoroff, 39 Royal Oaks Drive, Auburn
Joe Gray, Sopers Mill Road

VI. Unfinished Business

1. Ordinance 70-09172012 Appointing members to the 911 Committee, Zoning Board of Appeals, and Assessment Review Board.

Motion was made by Councilor Crowley and seconded by Councilor Walker to appoint Assessment Review Board, alternate member Andrea Westbye, to a full appointment. Passage 6-0.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes to appoint Ken Sonagere as Zoning Appeals Board member with a term expiration of 1/1/2012, Lane Feldman as a Zoning Appeals Board member with a term expiration of 4/1/2012,

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Elizabeth Shardlow from an associate member to a full member of the Zoning Appeals Board with a term expiration of 4/1/2012. Passage 5-1, (Councilor Gerry).

The remainder of the appointments were postponed.

VII. New Business

- 1. Order 76-10152012** Approving the transfer of a tax acquired property on Foster Road.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes.

Public comment –
Joe Gray, Sopers Mill Road

Passage 5-1 (Councilor Crowley)

- 2. Order 77-10152012** Approving the renewal of an Auto Graveyard/Junkyard permit for M & P Auto Mart, 227 Merrow Road.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes.

Public comment – no one from the public spoke.

Passage, 5-1 (Councilor Walker).

- 3. Order 78-0152012** Approving the renewal of an Auto Graveyard/Junkyard permit for Isadore T. Miller, 79 & 80 Old Hotel Road.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes.

Public comment – no one from the public spoke.

Passage, 5-1 (Councilor Walker).

- 4. Order 79-0152012** Approving the renewal of an Auto Graveyard/Junkyard permit for Maine Metal Recycling, 522 Washington St. North.

Motion was made by Councilor LaFontaine and seconded by Councilor Young.

Public comment – George Schott, address was not given.

Passage, 5-1 (Councilor Walker).

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5. **Order 80-10152012** Approving the renewal of an Auto Graveyard/Junkyard permit for Randy's Auto Parts, 899 Broad Street.

Motion was made by Councilor LaFontaine and seconded by Councilor Hayes.

Public comment – no one from the public spoke.

Passage, 4-2 (Councilors Crowley and Walker).

6. **Order 81-10152012** Approving the renewal of an Auto Graveyard/Junkyard permit for Morris Auto Mart, 940 Washington St. North.

Motion was made by Councilor LaFontaine and seconded by Councilor Gerry.

Public comment – no one from the public spoke.

Passage, 3-2-1 (Councilors Crowley and Walker opposed, with Councilor Hayes abstaining).

7. **Order 82-10152012** Approving the renewal of an Auto Graveyard/Junkyard permit for Buck's Auto, 249 Merrow Road.

Motion was made by Councilor LaFontaine and seconded by Councilor Crowley.

Public comment – no one from the public spoke.

Passage, 6-0.

8. **Order 83-10152012** Approving any potential discussion and action as a result of the Executive Session workshop regarding the Ice Arena.

Motion was made by Councilor Hayes and seconded by Councilor Walker to enter into Executive Session, pursuant to 1 M.R.S.A. §405 (6)(C). Passage 6-0, 9:29 P.M.

Executive Session was declared over at 10:12 P.M.

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to approve the lease agreement.

Public comment –

Henry St. Pierre, Rubelite Lane, Auburn
Jay Webster, 400 Montello Street, Lewiston
Dan D'Auteuil, Lewiston
Joe Gray, Sopers Mill Road

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Passage, 4-2 (Councilors Crowley and Gerry).

VIII. Open Session

Joe Gray, Sopers Mill Road, Auburn

IX. Executive Session

Motion was made by Councilor LaFontaine and seconded by Councilor Walker to enter into Executive Session to discuss Labor Contracts, pursuant to 1 M.R.S.A. §405(6)(D).
Passage 6-0, 10:41 P.M.

The Mayor declared Council out of Executive Session at 11:02 P.M.

X. Future Agenda/Workshop Items – Committee appointment process, junkyard regulations, draft policy on posting Auburn events on the city website, and cemetery maintenance.

XI. Adjournment

Motion was made by Councilor Walker and seconded by Councilor Young to adjourn.
Passage 6-0. 11:04 P.M.

A True Copy.

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



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: 11/5/2012

Order 88-11052012

Author: Ravi Sharma

Subject: Land & Water Conservation Fund Grant

Information: The Federal Government has allocated funding for the Land & Water Conservation Fund Grant, making funding available for acquisition and/or development of public outdoor recreation facilities. Grants can provide up to \$200,000 of allowable costs for eligible acquisition and/or development projects. Funding cannot exceed 50 percent of a project's total cost. This is a reimbursement grant, meaning the sponsor agency must pay for project costs in full as they are incurred.

Financial:

Action Requested at this Meeting: Recommend passage of resolve

Previous Meetings and History: 10/15/12

Attachments:

- 2012 L&WCF Application
- 2012 Sample Transmittal Letter
- 2012 Sample Warrant Articles/Resolves
- 2012 Sample Project Certification
- Order 88-11052012

Guidelines for Participation And Application 2012

Land & Water Conservation Fund



A Cooperative Program for Outdoor Recreation

**MAINE DEPARTMENT OF CONSERVATION
Grants & Community Recreation Division
124 State House Station
Augusta, Maine 04333**

PREFACE

The Land and Water Conservation Fund Act of 1964 (LWCF) was established to assist federal, state, and local governments in the acquisition and/or development of public outdoor recreation facilities. Administered at the federal level by the National Park Service and at the state level by the Maine Department of Conservation, Bureau of Parks and Lands, LWCF grants can provide up to **\$200,000.00** of the allowable costs for eligible acquisition and/or development projects.

This manual is intended to provide general information about the Land and Water Conservation Fund program, including the steps a potential sponsor must take to apply.

Qualified sponsors that are interested in submitting a proposal should contact the Grants and Community Recreation Division of BP&L at the address below for assistance and guidance in the application process.

**Grants and Community Recreation Division
Bureau of Parks and Lands
124 State House Station
Augusta, Maine 04333**

207-287-4962

**Mick Rogers, Alternate State Liaison Officer
E-mail address: mick.rogers@maine.gov**

BOTH DEADLINES MUST BE MET

<p>PRE -INSPECTION DEADLINE</p> <p>All projects <u>must</u> request a pre-inspection site visit prior to July 27, 2012</p> <p><u>LATE REQUESTS WILL NOT BE ACCEPTED</u></p>	<p>APPLICATION DEADLINE</p> <p>Applications must be submitted on or before close of Business (5:00 PM) Friday, November 16, 2012 or postmarked on that date</p> <p><u>LATE APPLICATIONS WILL NOT BE ACCEPTED</u></p>
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APPLICATION FORMAT

Please submit an original and four (4) copies of the application materials in a SOFT COVER 3 prong binder (PLEASE NO HARD COVER 3-ring binders).

Note

This booklet should be retained in the sponsoring agency's project file following the submission of an application. Contents of this booklet include information and directions regarding future actions that must be taken if the application receives preliminary state approval.

This application can also be found at: <http://www.state.me.us/doc/parks/programs/community/lwgrants.html>

**Maine Department of Conservation
Bureau of Parks and Lands
Grants and Community Recreation Division
124 State House Station
Augusta, Maine 04333**

Land and Water Conservation Fund – FY 2012

To Application Recipients,

The LWCF application process requires that a pre-approval site inspection of a potential project be made by state staff. In order to properly schedule such inspections, we are requesting that if your community intends to submit a completed application by the deadline of **November 16, 2012**, you fill out the form below and return it no later than **July 27, 2012**.

(PLEASE NOTE: THIS DOES NOT CONSTITUTE A COMPLETED APPLICATION)

If you have any questions concerning the site inspection or the application process, please contact Mick Rogers at 207-287-4962 or mick.rogers@maine.gov.

Municipality: City of Auburn

Contact Name: Ravi Sharma

Address: 48 Pettengill Park Rd.

Phone: (207) 333-6601

E-mail: rsharma@auburnmaine.gov

Brief Project Narrative: (type of project, location, estimated cost, etc.)

Land & Water Conservation Fund

Guidelines for Participation and Application – 2012

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SECTION 1.0 LAND AND WATER CONSERVATION FUND

1.1 Program Overview

The Land and Water Conservation Fund is a federal grant program through the National Park Service (NPS), authorized by Congress to fund on a reimbursement basis up to 50% of allowable costs (maximum grant award is **\$200,000.00** as established by the State) for the acquisition, development, and/or renovation of public outdoor recreation facilities. The program is administered under the direction of the State Liaison Officer (SLO) appointed by the Governor. No direct contact is maintained between a project sponsor and the NPS. All correspondence must be directed through the office of the SLO in the Bureau of Parks and Lands (BP&L), Maine Department of Conservation.

1.2 Sponsor Eligibility

Grants may be awarded to any of the following:

- Municipal agencies (cities, towns, counties, school districts)
 - Special purpose agencies, such as Water Districts, are **not** eligible
- State agencies
- Other governmental agencies (Indian Tribal Governments)

1.3 Eligible Projects

Generally the acquisition, development, and/or renovation of outdoor recreation facilities intended for either active or passive public use are eligible for financial assistance. Only projects in accordance with the current (2009-2014) State Comprehensive Outdoor Recreation Plan (SCORP) may be considered. The proposed facility should provide recreational uses more appropriately provided by a public agency than those that could be supplied by private enterprise. A representative of the Grants and Community Recreation Division will establish the preliminary eligibility of a particular proposal through a pre-application site inspection. An authorized agent of the potential sponsoring agency must request the pre-application inspection. ***Pre-inspection required for all applications. Request must be made by July 27, 2012.**

1.4 Project Selection

Eligible proposals are reviewed and scored by a five-person committee made up of BP&L staff and volunteer municipal park and recreation professionals using the state and NPS approved Open Project Selection Process (OPSP). The availability of funding appropriated by Congress in each fiscal year will determine the number of grants that can be awarded in that year.

1.5 Match Requirements

LWCF funding will not exceed 50 percent, or the grant cap (\$200,000), of a project's total cost. The LWCF grant is a reimbursement grant, meaning the sponsor must be able to pay for the project costs in full as they are incurred. Once federal project approval has been received, the sponsor can submit requests for reimbursement.

The match may include:

- Cash
- Donated (full or partial) labor, materials, services, equipment

- Federal, state, and local grants
 - LWCF funds may not be matched by other federal funds unless the statutory provision of the subsequent federal grants program explicitly allows recipients to use such assistance to match other federal funds.

The value of donated/volunteer labor may be calculated using two methods, depending on the type of labor:

- Professionals – If a person is professionally skilled in the work being donated to the project (i.e., carpenter building a picnic pavilion), the wage rate this individual is normally paid for performing this type service may be charged to the project.
- Unskilled labor – Will be charged at a rate of \$10.00 per hour.

The value of donated equipment may be calculated by one of two methods:

- Standard rate – The rate the equipment owner would normally charge for the use of the equipment.
- MDOT rate – Equipment rates set by the Maine Department of Transportation. These can be found at: <http://www.maine.gov/mdot/laborrates.php>

1.6 Application Prerequisites

Prior to application, the potential sponsor must have established a project committee. This committee shall have a minimum of three (3) and a maximum of seven (7) members with overlapping terms of tenure to ensure continuity of progress despite the inevitable change of municipal personnel. One member of the committee shall be designated as the day-to-day contact person for the project.

1.7 Allowable Costs

- Acquisition Projects: Only the purchase price and any cost incurred under the Federal Uniform Relocation Assistance Act of 1970 is allowable. Reimbursement shall be based on the fair market value of the property as determined by an approved appraisal or the actual purchase price, whichever is less. Incidental costs such as legal fees, surveys, appraisals, etc. are not allowable. See **Appendix A** for more information on requirements for LWCF-funded acquisition projects.
- Development/Renovation Projects: Most of the direct costs of renovation/construction of a facility are allowable. Administrative costs, certain types of buildings, purchase of operational or maintenance equipment, and operating/maintenance costs are not allowed.

1.8 Control and Tenure of Project Land

For lands included in a project proposal, the sponsor must have title or adequate control (fee or easement) of the project area. Property that is proposed for acquisition and/or development and which is subject to reversionary interests, or is subject to outstanding interests (i.e., mineral rights) may be eligible to receive LWCF funds. The National Park Service’s determination in this regard will rest on the compatibility of the uses proposed and any reversionary/outstanding interests.

1.9 Sponsor's Obligations

Each sponsor will be required to sign a Project Agreement (PA) with the State of Maine that defines the sponsor's obligation with the acceptance of the federal funds. Among these obligations are:

Project Timing: Sponsors are expected to begin their projects promptly following federal approval. Failure of a sponsor to commence the project within a reasonable period of time could result in rescission of the funds and termination of the PA.

Acknowledgement: Sponsors must maintain a suitable **permanent** acknowledgement of LWCF assistance at the project site.

Operation: LWCF-assisted facilities must be operated to allow public use for outdoor recreation.

Maintenance: Sponsors are required to maintain LWCF-assisted facilities in a safe, attractive, and functional condition.

Retention: Regardless of the amount of federal funding for acquisition, development, and/or renovation, LWCF-assisted facilities must remain in public ownership for public outdoor recreation purposes **in perpetuity**. Should all or **any** portion of a LWCF funded facility or property be changed to other than public outdoor recreation use, the project sponsor is required by Sec. 6(f)(3) of the LWCF Act to replace, **at its own expense**, the converted property with property having: 1) equal or greater appraised value; and 2) equal or greater recreational usefulness.

Interests, including conservation easements, in LWCF-assisted facilities (including project land) cannot be conveyed to entities that do not qualify as a sponsor under the LWCF Act.

1.10 User Fees

Fees may be charged and the income used to defray the costs of operation and maintenance of the LWCF-assisted project. If fees are charged, there may be a reasonable difference in the fee schedule for residents of the sponsoring community and for nonresidents (no greater than double). Fee schedules must be approved by the State Liaison Officer.

1.11 School Related Facilities

Outdoor recreation areas and facilities for coordinated use by the general public and by public schools may be eligible for LWCF assistance (need must be established predominantly by non-educationally related public use). **Facilities for exclusive school use are not eligible**. A schedule for public use must be posted on the site.

1.12 Reimbursement of Project Costs

Reimbursement of allowable costs is calculated based on the ratio of the amount of requested LWCF funds to estimated total allowable project costs (provided on Form SF424 in the application).

Example: Estimated total allowable project cost provided on Form SF424 in sponsor's application is \$75,000. Sponsor requests \$25,000 in LWCF funds for this project. The reimbursement rate for this project is 33% ($25,000/75,000 = 33\%$). If actual allowable project costs are \$75,000 or more, sponsor will be reimbursed \$25,000. If actual allowable project costs are less than \$75,000, sponsor will be reimbursed 33% of actual allowable costs (i.e., actual project costs are \$60,000, sponsor will receive \$20,000 in LWCF reimbursement).

Sponsor is responsible for paying project costs as they are incurred. In order to receive reimbursement, sponsor must submit proof of payment along with all other required documentation to BP&L as outlined in the fiscal procedures booklet (provided to sponsors with PA). Reimbursements generally take 4-6 weeks to process and provide payment to the sponsor. Reimbursements may be requested as often as once a month.

BP&L will withhold 5% of the LWCF grant until project is complete, a final inspection is done, and NPS has approved the close-out of the project.

SECTION 2.0 APPLICATION PROCEDURES

2.1 Pre-Application Site Inspection

The sponsor must request a site inspection by BP&L to determine preliminary project eligibility. An authorized representative of the prospective sponsoring agency must be present for the inspection. This should be done as early as possible and must be done prior to **July 27, 2012. Return the site inspection form attached to the cover of this application to schedule an inspection. Projects will not be accepted without a pre-application site inspection.**

2.2 Submit Application and All Supporting Documentation

Project Committee members gather required information and documentation for application (see application checklist on pages 9-11) that must be submitted to the Bureau of Parks and Lands on or before the specified deadline. **NOTE: APPLICATION MUST BE SUBMITTED WITH ONE ORIGINAL AND FOUR (4) COPIES.**

2.3 Application Review/Scoring

Project proposals are reviewed and scored by the review committee using the Open Project Selection Process (OPSP – see **Appendix B**). Projects are ranked in priority order for approval based on availability of funds. Following state approval, sponsors are notified of status of their request (approximately October/November).

2.4 Federal Approval

Sponsors of approved projects may be required to submit additional documentation prior to the Bureau of Parks and Lands submitting applications to the National Park Service for federal approval. Federal approval may take between 4 - 6 weeks, but can be longer in situations including donation/acquisition of property or other unusual circumstances (approximately November/December).

2.5 Project Agreement

Upon receipt of federal approval BP&L notifies the project sponsor and a Project Agreement (see **Appendix C**) between the State and the local sponsor is executed by representatives of both parties. The General Provisions, which describe the sponsor's responsibilities under the LWCF Act, are included as part of the Project Agreement. **NOTE: PROJECT COSTS INCURRED BY THE SPONSOR PRIOR TO FULL EXECUTION OF THE PROJECT AGREEMENT ARE NOT ELIGIBLE FOR REIMBURSEMENT OR AS MATCH.**

2.6 Finalize Development Plans and Bidding

Project development plans are finalized and must be approved by the state project officer before bids for construction are solicited. Bids are received and project contract is awarded. Construction of facility begins. State project officer will make periodic inspections to view progress.

Note: (a) **Bids or quotes for project work must not be solicited prior to federal approval of the project or before state authorization to proceed.** Except for some engineering, costs incurred prior to the date of federal approval will not be eligible. (b) Federal regulations provide for reimbursement on the basis of the lowest qualified bid or quote.

Caution: Do not proceed with bidding or construction without written authorization from the State Project Officer.

2.7 Project Completion and Close-out

Upon notification by project sponsor that work is completed, state project officer will conduct a final inspection. If the work is accepted as being in accord with the Project Agreement and approved plans, a project close-out request will be submitted to NPS. Upon receipt of close-out approval from NPS, a final billing will be processed and the project will be closed out. Five (5%) percent of the LWCF grant will be withheld until this step is completed.

SECTION 3.0 PROJECT APPLICATION CHECKLISTS

The items necessary to complete the Land and Water Conservation Fund application are listed below. Please provide these items in the order listed. **Each section should be labeled, indexed, or tabbed as indicated. Use this checklist to ensure you have submitted a complete application.** Incomplete applications will not be reviewed and not receive funding. Applicants must provide one original (marked as "Original") and four copies of the completed application on or before the application deadline of August 26, 2010 (postmark date).

The following items are required for all LWCF applications.

A. Transmittal (cover) Letter – **Exhibit A**

A Letter of Transmittal, or Cover Letter, on applicant's letterhead must accompany the LWCF application. The letter must be signed and dated by the applicant's Chief Executive Officer and is the assurance that the sponsor endorses the proposal. The letter must:

- *designate a project leader who will be the primary individual responsible for the implementation of the project: include the individual's name, address, e-mail and a daytime telephone number.*
- *certify that if the grant is awarded, the applicant will comply with all applicable local, state, and federal regulations concerning acquisition and/or development of the proposed project.*
- *identify the type of assistance being sought (acquisition, development, renovation, or some combination of these categories.)*

Appendix D provides a sample letter of transmittal.

B. Legal Authority to Apply (project certification) – **Exhibit B**

The municipal legislative body (city/town council, town meeting, etc.) must pass the necessary warrant articles or resolves to satisfy the language of the Project Certification. **The Project Certification must accompany the application.** See **Appendix E** for Project Certification wording and a sample letter.

C. Application for Federal Assistance (Standard Form (SF) 424) – **Exhibit C** (Also available at: <http://www.nps.gov/ncrc/programs/lwcf/pub.htm>)

Standard Form 424 (SF 424) is prescribed by the Office of Management and Budgeting (OMB) Circular A-102. See **Appendix F** for instructions on completing SF 424, 424C an example of a completed forms, and a blank copy that may be used by the applicant.

D. Application Forms (pages 11-16) – **Exhibit D**

E. Project Maps/Plans – **Exhibit E**

- Location Map: indicates the location of the project within the community (not to exceed 8 ½ x 11).
- 6(f) Boundary Map: shows the boundaries of the property to be acquired and/or developed with federal funds that will be subject to all terms and conditions of the Land and Water Conservation Fund Act, including the "retention" obligation (see application section 1.9). The 6(f) Boundary Map **must** include:

- Dimensions of 6(f) boundaries;
 - GPS coordinates
 - Physical features abutting site (roads, water bodies, utility corridors, etc.);
 - Existing recreational facilities;
 - Proposed elements of the LWCF project;
 - Means of access to the LWCF site from a public way (must be included in the 6(f) boundary
 - North arrow
- The plan should be to scale and not to exceed 11" x 17".
 - Plans/Specifications: If available, final design plans and specifications should be submitted to provide additional information on the proposed development.

See **Appendix G** for sample of Location Map and 6(f) Map.

F. Project Cost Estimates – Exhibit F

Cost estimates must provide sufficient information to determine what work will be done in developing the project or what the cost of acquisition is to be. **Appendix H** includes a template for cost estimates for both acquisition and development projects.

G. Project Description and Environmental Assessment Form—Exhibit G

An environmental assessment that addresses the impact of the proposed project on the property in question and surrounding areas must be prepared according to information in **Appendix I**. In rare instances, projects may require an environmental impact study.

H. Project Timetable – Exhibit H

A timetable, in months, indicating major milestones for completion of all work to be assisted with federal funds needs to be included. The project starting date should show as “Month 1 – Grant Approval Awarded, followed by monthly increments thereafter. For example – “Month 2 – construction documents complete; Month 5 – bids awarded; Month 7 – construction start; Month 10 – construction substantially complete”.

I. Copy of Relevant Section(s) of Local Comprehensive Plan/Recreation Plans – Exhibit I

Include, if applicable, copies of relevant sections (title page, table of contents, section(s) of the report(s)) that provides evidence of need for the project being submitted for funding – **Do not attach the entire report(s) with application.** If no plans exist or the facility is not identified in such plan(s), include documentation indicating what level of public participation has been involved in planning the proposed project **or** outdoor recreation facilities in general.

J. Intergovernmental Review – Exhibit J

Intergovernmental review is necessary for all projects involving federal funds. Mail one copy of the completed SF424 plus the Location Map and 6(f) Boundary Map to your regional planning agency and one copy to the State Planning Office (SPO), Intergovernmental Review Coordinator, 338 State House Station, Augusta, ME 04333. Attach a copy of your cover letter to SPO and the SPO response as Exhibit J. Allow 4 weeks of a response.

K. State Historic Preservation Commission Review – Exhibit K

Proposed projects must also be reviewed by the Maine State Historic Preservation Commission (MSHPC). Mail one copy of the completed SF424, a copy of the project location map and 6(f) boundary map to: Maine Historic Preservation Commission, 65 State House Station, Augusta, ME. 04333. Attach a copy of your cover letter and the Maine State Historic Preservation Commission response as Exhibit K. Allow 4 weeks for a response.

L. Debarment Certificate – Exhibit L

(Also available at: <http://www.nps.gov/ncrc/programs/lwcf/pub.htm>)

An authorized representative of the sponsoring entity must complete and sign Federal Form DI-2010 “Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying”. See **Appendix J** for blank form.

M. Assurances – Construction Programs (for renovation/development projects), or Non-Construction Programs (for acquisition projects) – Exhibit M

(Also available at: <http://www.nps.gov/ncrc/programs/lwcf/pub.htm>)

An authorized representative of the sponsoring entity must complete and sign Federal Form SF424D “Assurances – Construction Programs” for a renovation/development project and/or SF424B “Assurances – Non-Construction Programs” for an acquisition project. See **Appendix K** for blank forms.

N. Civil Rights Assurance – Exhibit N

An authorized representative of the sponsoring entity must complete and sign Federal Form DI-1350 “Civil Rights Assurance”. See **Appendix L** for blank form.

O. Joint Use Agreement (if applicable) – Exhibit O

A “Joint Use Agreement” must be prepared for **any project that involves development of school property**. The agreement must indicate the intention of the school and community to share use of the facility and allow public access/use. The agreement must be signed by authorized representatives of all parties involved and approved by the State Liaison/Alternate State Liaison Officer. A sample agreement is shown in **Appendix M**.

PROJECT NARRATIVE AND QUESTIONNAIRE

The Project Narrative/Questionnaire on the following pages must be completed as part of the application process and included in the materials submitted to the Bureau of Parks and Lands.

If using additional sheets of paper when completing an item, please indicate the Section and Number being addressed on the additional sheets.

1.3 Project Type: Check the box for the type of project you are requesting funding for.

Renovation – of a public outdoor recreation facility that is at least 20 years old.
Documentation of when facility was originally constructed and when it was last renovated must be provided.

Combination renovation/development – renovation of a public outdoor recreation facility that is at least 20 years old (**provide documentation as described above**), and development/construction of a new outdoor facility.

Combination acquisition/development – purchase of permanent rights (fee or easement) in land for public outdoor recreation purposes and development/construction of a new public outdoor recreation facility.

New construction – of a new public outdoor recreation facility.

Acquisition – of permanent right (fee or easement) in land for public outdoor recreation purposes.

1.4 Consistency with Municipal Plans

Is the need for the proposed project identified in a locally approved Municipal Comprehensive Plan, a municipal recreation plan, and/or a municipal open space plan?

Yes No If Yes, provide documentation*

*Documentation should include copies of the report(s) title page, table of contents, and those sections of the report(s) that relate to the proposed project in this application, and labeled/tabbed as Exhibit I. **Do not attach a complete copy of the referenced plan(s) with this application.**

Has the municipality’s comprehensive plan current and been determined by the State Planning Office (SPO) to be a “Consistent Comprehensive Plan”?

Yes No If Yes, provide documentation from SPO

Has the municipality’s comprehensive plan been adopted?

Yes No If Yes, provide documentation

Does the municipality have a current “State Certified Growth Management Plan”?

Yes No If Yes, provide documentation from SPO

1.5 Project Scope

Explain, in concise terms, the scope of the work and/or what you intend to accomplish through this project (use additional sheets if necessary). Also describe how this project relates to the America's Great Outdoor Initiative.

LWCF GRANT APPLICATION FORM – Part 2: Project Narrative

The following categories are keyed to the Open Project Selection Process (OPSP), which is used to score LWCF applications and develop a priority listing of applications submitted for funding. On separate sheets, address each category (if applicable) as it relates to your proposal. Be concise but provide enough information to allow your proposal to be evaluated fairly. **Please provide the information in the order listed below, and number and title your responses as numbered and titled below. Provide documentation where instructed or appropriate.**

2.1 Community Support – Describe community support for the project. Document public hearings, resident questionnaires/surveys, town meetings where a need for the project has been expressed, support letters from local organizations, schools, clubs, etc. **Provide documentation of all support indicated in your response.**

2.2 Project Impact on Recreational Opportunity

2.2.a Existing Facilities/Use

Indicate the number, condition, and availability of similar facilities you are proposing to develop/renovate/acquire within the community (include school facilities that are available to the public), and provide information on the present condition and level of use (type of users, number of users/level of use) of those facilities.

2.2.b Proposed Facility Use Estimate

Provide an estimate of the amount of use the proposed facility will receive. Estimates should be done on a weekly, seasonal, or annual basis.

2.2.c Project Priority

Explain the impact(s) of delaying or not doing this project at this time.

2.2.d Area of Service and connectivity as prioritized in SCORP

Describe the area the majority of users of the new facility(ies) will come from. Will it be the immediate neighborhood, a large segment of the community, community-wide, multi-town, or regional. **Provide documentation for multi-town and regional projects.**

2.2.e User Profile

Identify the projected users of the facility (age ranges, male/female, teams/leagues, groups, individuals).

2.2.f Participant/Spectator Use

Will the predominant use of the facility be for active or passive activities? If applicable, identify any planned spectator accommodations.

2.3 Site and Project Quality

2.3.a Site Accessibility

Describe the relationship/proximity of the site to the majority of the anticipated users and to community service centers. Include information on access to the site from public roads, visibility of project, and hours of operation.

2.3.b Site Compatibility

Describe site factors related to the intended development and use of the site, such as: on-site slope/grade; soils and drainage; surrounding land uses; wet areas; ledge; etc. Describe how known/anticipated development problems will be addressed.

2.3.c Alternative Transportation

If applicable, how does the location of the proposed facility promote alternative transportation options (including walking and biking)?

2.3.d Quality of Project Design

Describe the actions taken to support the design process (survey, soils study, site analysis, permit applications, etc.) **Provide documentation.** Has the proposed project been designed by an engineer/architect/engineer? If yes, provide documentation. If not, describe how the design will be accomplished.

2.3.e Site Aesthetics

Describe any outstanding natural site features and how project development will be done to be sensitive to aesthetic considerations. Identify any visual intrusions or other potential negative factors associated with your potential project. **Provide pictures if possible.**

2.3.f Access for Persons with Disabilities

Discuss anticipated use and accessibility to the site and facilities for persons with disabilities. Describe specific features that will be incorporated into the design and construction of the facility to comply with the Americans with Disabilities Act (ADA) and the new Department of Justice ADA compliance on trails if applicable.

2.3.g Brownfield Development

Is the proposed site a former Environmental Protection Agency (EPA) or Maine Department of Environmental Protection (MDEP) designated contaminated/hazardous site that has been remediated and approved for public use? **If yes, provide documentation.**

2.4 Cost Assessment and Financial Capability

2.4.a Cost Analysis

Provide a project budget with all costs of project included (see **Appendix H**). Cite sources of estimated costs.

2.4.b Availability of Project Match

Provide information on the sources of funds and/or non-cash match you intend to provide for this project (must be at least 50% of total project costs). For each source: list the source and amount of funding and/or value of the non-cash match; and, the status of the funds and or non-cash match (i.e., no contact made with potential funding source; contact has been made with funding source but no commitment received; or funds/non-cash match committed to the project). **Documentation for any funds/non-cash match noted as “committed to the project” must be provided.**

2.4.c Maintenance Planning

Describe how the site/facilities will be maintained to ensure they are available, safe, and attractive for public recreational use. Provide information on resources for: maintenance personnel, equipment, maintenance funding, and site/facility maintenance schedules.

2.5 LWCF History/Compliance

2.5.a LWCF Grants Previously Awarded

Attach a list of applicant’s previously funded LWCF projects showing project/facility name and project number (if known) and a brief narrative of the use and condition of the project. A list of previously funded LWCF projects can be obtained from the Alternate State Liaison Officer.

2.5.b Five-Year LWCF Inspection Reports

Provide copies (if applicable) of most recent “Five-Year LWCF Inspection Report” filed for each project listed in 2.6.a above. Inspection report forms can be obtained from the Alternate State Liaison Officer.

Appendices

A – Appraisal Information for Acquisition Projects

B – Open Project Selection Process (OPSP)

C – Sample Project Agreement (PA)

D – Sample Transmittal Letter

E – Sample Warrant Articles/Project Certification

F – SF 424: Instructions, Sample, Blank Form

G – Sample Maps

H – Sample Cost Estimates

I – Project Description and Environmental Assessment Form

J – Certificate Regarding Debarment, etc.

K – Construction/Non-Construction Assurances

L – Civil Rights Assurance

M – Sample Joint Use School Agreement

APPENDIX A – Appraisal Information for Acquisition Projects

1. All acquisitions assisted by federal funds require compliance with the “Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646). This law defines the procedures that must be followed in acquiring real property.
2. A site inspection by the state project officer will determine if the proposed acquisition is eligible for federal cost sharing.
3. For purposes of this application, a sponsor may secure an estimate of the property value from an appraiser knowledgeable of local real estate values. If the project is approved, an appraisal by a qualified appraiser will be required to establish the property value. *See below (*) for appraisal information.*
4. **No formal negotiations (e.g. Sales Agreements) may be conducted until the project is approved, an appraisal is completed, and formal authorization from the state is received.**

*Appraisal Information – The appraisal must conform to the Uniform Appraisal Standards for Federal Land Acquisition (UASFLA) and must be performed by a qualified appraiser. The sponsor must also have an appraisal review completed by a qualified review appraiser to ensure the original appraisal report conforms to UASFLA standards and requirements. *Note: Appraisal costs are not reimbursable by LWCF funds.* The sponsor must provide one copy of the appraisal report and the appraisal review report to the Grants and Community Recreation Division. Other requirements concerning acquisitions may be imposed as applicable under P.L. 91-646, which governs acquisition of real property with federal funding assistance.

APPENDIX B - Open Project Selection Process (OPSP)

To be eligible for Land and Water Conservation Fund (LWCF) grants a proposed project must meet priority outdoor recreation needs as identified in the current Statewide Comprehensive Outdoor Recreation Plan (SCORP 2003-2009), in addition to other program requirements.

Selection of projects to be funded by the LWCF program will be based on:

- A pre-application site inspection by a representative of the Maine Bureau of Parks and Lands (BP&L) to determine if the proposed project meets program and SCORP eligibility;
- A BP&L staff evaluation of existing recreation facilities maintained/operated by the applicant;
- Review of a complete application, including documentation and supplemental information, submitted by the applicant; and,
- Past performance (if any) in LWCF grant administration.

Selection of municipal grant awards is based on a competitive process designed to ensure that annual appropriations of LWCF funds are directed to projects that have a significant impact to a community, a region, or the State of Maine in general. Examples of projects that may be determined to have significant impact include, but are not limited to:

- Acquisition of property to prevent loss of an existing public outdoor recreation facility;
- Acquisition of land to protect critical natural areas and/or wetlands;
- Development of public outdoor recreation facilities to meet established, documented needs in a community or region;
- Development of public outdoor recreation facilities to serve a broad range of users including special needs populations; and,
- Renovation of existing public outdoor recreation facilities that serve an established, documented need (only if renovation is not a result of inadequate maintenance during the reasonable life of the facility).

LWCF Project Review Process

Grant applications will not be reviewed for completeness or accuracy prior to distributing the applications to the review committee for scoring. Applications will be scored as submitted based on their merits.

The project applications will be reviewed, scored, and ranked using criteria (see “Project Review Criteria” below) approved by the National Park Service (NPS) and BP&L. The LWCF Review Committee is composed of volunteer professional park and recreation staff and BP&L staff. The committee will review the applications and recommend LWCF funding priorities to the Director and/or Deputy Director of BP&L. Recommended projects are then submitted to NPS for final approval.

Project Review Criteria

1. **Project Type (10 points)**
 - a. Renovation: Renovation of an LWCF funded public outdoor recreation facility that is at least twenty (20) years old. Documentation must be provided identifying when the facility was originally developed / constructed and when it was last renovated. (10 points)
 - b. Combination Renovation/Development: Renovation of an LWCF funded outdoor recreation facility that is at least twenty (20) years old (provide documentation as described in 1.a above), and development/construction of a new outdoor recreation facility. (7 points)
 - c. Combination Acquisition/Development: The purchase of permanent rights (fee simple or easement) in land for public outdoor recreation purposes and development / construction of a new public outdoor Recreation facility(ies). (7 points)
 - d. New Construction: Development/construction of a new public outdoor recreation facility(ies). (5 points)
 - e. Acquisition: The purchase of permanent rights (fee simple or easement) in land for public outdoor recreation purposes. (5 points)

2. Needs Assessment (47 points)

- a. Project is identified as a priority need in a municipal comprehensive plan/municipal recreation/open-space plan, and has documented community support. (15 points)
 - i. Planning Effort (0-5 points): no plan (0); plan, but recreation facilities not mentioned in plan (1); vague reference to recreation in plan (2); reference to specific facility in plan (3); facility referenced with support in plan (4); facility is a major priority in plan (5).
 - ii. Community Support (0-5 points): no support (0); very weak support, no documentation (1); weak support, little documentation (2); support, some documentation (3); strong documented support (4); very strong broad documented support (5).
 - iii. Bonus Points (0-5 points): applicant's comprehensive plan is current and has been determined by State Planning Office (SPO) to be a "Consistent Comprehensive Plan" (3); applicant has a current "State Certified Growth Management Program" (5).
- b. Project Impact on Recreational Opportunity (10 points): little increase, similar recreational opportunities available (0-2); expands on recreational opportunities for existing programs (3-6); provides significant recreational opportunity not available locally or regionally (7-10).
- c. Project Implementation Priority (2 points): project may be delayed without serious consequences (0); loss of recreation opportunity or open space if project is not funded (2).
- d. Project Service Area (10 points): neighborhood only (1-2); large segment of municipality (3-4); entire municipality (5-6); multi-town/region (7-8); statewide (9-10).
- e. Intended User Profile (10 points): limited user or age group (1-3); organized publicly sponsored (team sports) activities (4-5); spontaneous activities for both sexes/several age groups (6-7); spontaneous activities for broad range of age groups and types of users (8-10).
- f. Participant/Spectator Use (5 points): mainly passive/spectator activities (1-2); team sport facilities without excessive seating (3-4); spontaneous activity (non team activities) areas with high participant to spectator ratio (5).

3. Site and Project Quality (40 points)

- a. Appropriateness of the Site for the Intended Purpose (15 points)
 - i. Location and accessibility of the site to intended users (5 points): poor access (0); fair access (1-2); good access (3-4); excellent access (5).
 - ii. Compatibility (size, slope, soils, etc.) of the proposed development with site characteristics (5 points): poor site (0); fair site (1-2); good site (3-4); excellent site (5).
 - iii. Bonus Points (5 points): site location supports alternative transportation options (walking, biking, etc.) and is consistent with Smart Growth Initiative goals to reduce sprawl and make more efficient use of public investment.
- b. Quality of Project Design (10 points): poor design practices, lack of information, vague description (0-4); design adequate but some details missing (5-7); good planning concepts, soils analysis/grading plan/design complete (8-10).
- c. Site Aesthetics (5 points): unattractive site (0); average (1); above average (2-3); outstanding natural area (4-5).
- d. Access for Disabled (5 points): limited or no ADA access, or no plans for ADA access (0); plans for ADA access at most major portions of the facility (1-4); all portions of facility are ADA accessible (5).
- e. Bonus Points (5 points): Site is a former Environmental Protection Agency (EPA) or Maine Department of Environmental Protection (MDEP) contaminated/hazardous site that has been re-mediated and approved for public use.

4. Cost/Financial Assessment/Capability (35 points)

- a. Cost Analysis (10 points): cost estimates do not appear adequate for type of facility (0-2); cost appears to be adequate, but some information is lacking or unclear (3-5); good design and quality, cost estimate may be high (6-8); quality design with reasonable cost (9-10).
- b. Availability of Project Match (10 points): match not available/approved, questionable local support (0); match heavily dependent on future donation or other non-cash sources (1-4); at least 50% of match is available/approved, support for balance documented (5-9); 100% of match is available/approved at time of application (10),

- c. Maintenance Planning (10 points): maintenance planning unclear/resources inadequate (0-2); planning fair to good, resources adequate (3-7); planning excellent, personnel and equipment available (8-10).
- d. Condition of Applicant's Recreation Facilities (5 points): facility(ies) not useable (0); poor (1); good (2); average (3); above average (4); excellent (5).

5. LWCF History/Compliance (10 points)

- a. Number of LWCF Grants Previously Awarded (5 points): five (5) or more LWCF grants (0); four (4) LWCF grants (1); three (3) LWCF grants (2); two (2) LWCF grants (3); one (1) LWCF grant (4); no LWCF grants (5).
- b. Five Year Inspection Reports (-10 or 0 points): Is applicant up-to-date on five-year inspection reports for all LWCF funded projects? Yes, or not applicable (0); no (-10).
- c. LWCF Signage (-10 points or 0 points): Does all of applicant's LWCF funded sites have all required signs on site? yes, or not applicable (0); no (-10).
- d. Verification of 6(f) Boundaries/Conversions (-10 or 0 points): Have any unauthorized changes been made to any LWCF project 6(f) boundaries? no, or not applicable (0); yes (-10).
- e. Application Preparation (5 points): poor preparation, apparent disregard of instructions, missing material/documentation (0); fair preparation, fair description of project/conditions, one or two major items missing or lacking in detail (1-2); good preparation, few minor items incomplete or lacking in detail (3-4); excellent preparation, well detailed project/process, no items missing, excellent plans and environmental assessment (5).

APPENDIX C – Sample Project Agreement (PA)

After receiving Federal approval, the Department of Conservation will forward a Project Agreement (PA) to the Applicant. The PA is the contract between the State and the Applicant for the expenditure of the grant funds. Attached to and a part of the State PA, will be a copy of the PA between the National Park Service and the State of Maine containing the terms and conditions of the LWCF funds that the Applicant will assume by executing the PA with the State of Maine.

**STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS
LAND & WATER CONSERVATION FUND
PROJECT AGREEMENT**

Political Subdivision: Town of _____
Project Title: _____
Project Period: **Project Number:** 23-00 _____

Project Scope: _____

Project Costs:	Total _____	Federal: _____	Local: _____
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THIS AGREEMENT is hereby made between; the STATE OF MAINE, by and through the BUREAU OF PARKS & LANDS, hereinafter called the State, and the **Town of _____**, hereinafter called the Recipient.

WITNESS:

WHEREAS, the United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State of Maine have entered into an agreement (which, with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the Project Agreement) pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the Project), for the benefit of the Recipient, and,

WHEREAS, the Project Agreement between the United States of America and the State imposes responsibilities upon the State which the State has assured the United States of America will apply to the Recipient and which the Recipient agrees to perform;

NOW, THEREFORE, for valuable considerations, the State and the Recipient agree as follows:

1. The Project Agreement is hereby attached and made a part of the Agreement, and the Recipient hereby agrees to discharge, perform, and fully satisfy all provisions of the Project Agreement directly or indirectly applicable to the Recipient, and the Recipient further agrees that it shall not, through any act or omission, violate any provision of the Project Agreement.
2. In connection with all phases of the Project, including all work to be performed in the development thereof, the Recipient agrees as follows:
 - a. The Recipient shall comply with the provisions of the Uniform Relocation and Real Property Acquisition Policies act of 1970 (P.L. 91)646 84 Stat. 1894) including amendments thereto and regulations there under, as provided in 1 M.R.S.A 901 et seq.
 - b. The Recipient agrees to execute and complete the Project in strict accordance with the above referenced Project Scope and the other terms and conditions hereof. Subsequent to this Agreement, any change in the use or any substantial change in the design or arrangement of the Project must have the prior written approval of the State and the National Park Service of the U.S. Department of the Interior.
 - c. The Recipient shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the Recipient shall have submitted reasonably detailed plans and specifications for the Project to the State for approval and shall have received written approval of the State.
 - d. All contracts for work on the Project shall be awarded through competitive bidding and shall be subject to prior approval of the state.
 - e. The Recipient shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records until an audit is made by the United States Government, but in no case for less than three (3) years following the completion of the Project.

- f. The eligibility for reimbursement by the State of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the State Liaison Officer in accordance with the criteria set forth in the National Park Service Manual and any replacements or amendments thereto.
 - g. The Recipient agrees to repay any funds received for costs determined to be non-allowable by a post audit of the Project account.
3. The Recipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Recipient shall, at its sole cost and expense, comply with the following particular requirements:
 - a. The Recipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber or create or suffer any lien upon, the Facilities or any part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the National Park Service. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the facilities adopted by the Recipient in accordance with the Project Agreement.
 - b. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Recipient shall provide and maintain adequate sanitation and sanitary facilities and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State and Local laws, ordinances, codes, rules, regulations, and standards. The Recipient shall keep the facilities safe for public use in good, operable condition and repair.
4. Upon request of the State, the Recipient shall, at its own cost and expense, keep any building, improvements or equipment, as designated by the State, forming part of the Facilities, insured against loss or damage by fire, lightning, vandalism, malicious mischief, theft, and such other risks as may be included in the broadest form of extended coverage available in an amount determined from time to time by the State to the full insurable value thereof.
5. Upon request of the State, the Recipient shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facilities, or respecting the use of any vehicle or equipment used by the Recipient in connection with the Project or the Facilities, such insurance to be in form and amount determined from time to time by the State.
6. All insurance provided by the Recipient pursuant to this Agreement shall be carried by responsible companies satisfactory to the State. Certificates evidencing such policies shall be furnished to the State and shall require thirty (30) days prior written notice to the State of any cancellation or modification thereof.
7. The Recipient understands and agrees that by executing this Agreement and receiving the benefits hereof, it is irrevocably binding itself to operate, maintain, and care for the Facilities, all at its sole cost and expense, and in accordance with the Provisions of this Agreement. If the Recipient fails to fulfill any of its obligation hereunder, including without limitation of those relating to the operation, insurance, maintenance, and repair of the Facilities, the State may, at its election, in addition to other rights it may have hereunder or at law or in equity, operate and insure the Facilities, provide such maintenance and repairs and/or otherwise perform the obligations of the Recipient for and on account of the Recipient, in which event any amounts so expended by the State shall become an amount due and payable by the Recipient to the State and the Recipient shall promptly reimburse the State for all such amounts. If the Recipient fails to make such payment promptly upon request, the State may withhold all or any part of any other monies which may be payable to the Recipient under other State programs, by invoking the provisions of 5 M.R.S.A. #113 or otherwise.
8. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, approved by the State, giving public acknowledgment of assistance from the Land and Water Conservation Fund.
9. The Project and the Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.
10. The Recipient shall indemnify, defend, and save the State harmless from and against any and all claims, expenses, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any accident or occurrences therein or thereon.

11. The provisions of 5 M.R.S.A #784(2), regarding nondiscrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.

12. **The following terms and conditions are made a part of this Agreement:**

- a. The conversion restrictions of Sec. 6.f. of the Land and Water Conservation Fund Act apply to that area shown on the attached Project Area Map. Specifically, the LWCF Act states in Section 6(f)(3), as amended, "no property acquired or developed with assistance under this section, shall, without the approval of the Secretary (of the Interior), be converted to other than public outdoor recreation uses."
- b. The project site shall be adequately signed to indicate that it is a public recreation facility.
- c. The State will turn over to the **Town of _____** all funds granted hereunder upon submission of approved reimbursement request(s).
- d. The **Town of _____** will post and maintain on site all signs required under the Land and Water Conservation Fund Act, including but not limited to, acknowledgement of LWCF assistance and Title VI of the Civil Rights Act.
- e. The **Town of _____** will submit Project Inspection Reports every five (5) years commencing five (5) years from the date of project close-out (final project reimbursement).

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date entered below.

Date:

STATE OF MAINE

By: Mick Rogers

Title: Alternative State Liaison Officer

RECIPIENT

Sponsor: Town of _____

By:

Typed/Printed Name/Title:

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT**

(OMB No. 1024-0033, August 31, 2010)

State: _____ **Project Number:** _____

Project Title: _____

Project Period: _____

Proposal Scope (Description of Project): _____

The following are hereby
incorporated into this agreement:

Total Project Cost \$ _____

LWCF Amount \$ _____
(Fund amount not to exceed 50% of total)

- 1. General Provisions**
- 2. LWCF State Assistance Program Manual**
- 3. Project Application and Attachments**
- 4. OMB Circular A-102**
- 5. 43 CFR Part 12**
- 6. 36 CFR Part 59**

NPS 10-902 (October 2008)

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund State Assistance Program Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By: _____
(Signature)

(State)

National Park Service
Department of the Interior

(Signature)

(Name)

Date: _____
(entered by NPS)

(Title)

Estimated Burden Statement: The public reporting burden for this collection of information is estimated to average 3 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form should be sent to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

Paperwork Reduction Act Statement: This form is necessary to provide data input into an NPS project database which provides timely data on projects funded over the life of the program. Such data is used to monitor project progress and to analyze program trends. A Federal Agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Any comments on the burden estimate or other aspects of this collection of information may be addressed to the National Park Service, State and Local Assistance Programs Division, 1849 C Street NW, Washington, DC 20240.

NPS 10-902 (October 2008)

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual (NPS-34).
- D. The term "project" as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. The provisions of

this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), A-87 (Cost Principles for State and Local Governments), and A-133 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated

sooner in which event the project shall end on the date of completion or termination. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.

2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.

3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.

12. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:

(1) Place minority business firms on bidder's mailing lists.

(2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

(3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

(4) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.

(5) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

14. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party, which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.
3. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.
3. State and local governments are authorized to substitute microfilm copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub-recipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

APPENDIX D – Sample Transmittal Letter

Submit on municipal/agency/SAD letterhead

July 15, 2010

Bureau of Parks and Lands
Mick Rogers, Alternate State Liaison Officer
124 State House Station
Augusta, Maine 04333-0124

Dear Mick,

The City/Town of _____ is pleased to forward this application under the Land and Water Conservation Fund (LWCF) program administered through the Maine Department of Conservation. The City/Town of _____ is applying for an LWCF grant in the amount of \$ _____ in federal funds for the (development/acquisition) of (type of facility).

I am aware that should this application receive approval, there are federal and state requirements for project conduct and for operation and maintenance of the completed facility with which the City/Town will be obligated to comply.

The required local legislative approval was obtained from the (City Council, Town Council, Town Meeting) on (date).

(Name and Title) will be the principal contact and project manager for this project. (He/She) can be reached by telephone at (telephone number and e-mail address) or by correspondence at (address).

Sincerely,

(Signature of Chief Executive Officer)
(Typed Chief Executive Officer's name and title)

APPENDIX E – Sample Warrant Articles/Project Certification

Warrant Articles or Resolves

USE THE FOLLOWING WORDING IN DRAFTING WARRANT ARTICLES OR RESOLVES: (NOTE: If Project Sponsor is a School Administrative District, contact Alt. State Liaison Officer for copy of appropriate Project Certification)

1. Authorizing Application (must be worded as follows)

Article #xxx

To see if the City/Town will authorize the (*specify selectmen or other officials*) to apply, on behalf of the City/Town, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the (*specify acquisition or development*) of (*give title of project as it will appear on application*); and further authorize (*specify selectmen or other officials*) to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.

2. Appropriation of local funds*

If City/Town tax appropriations are being used for all or part of the local share of the project cost, The City/Town must raise the funds through Town Meeting or Council action.

3. Authorization to borrow the necessary funds from time to time to cover anticipated reimbursement*

The local sponsor is obligated to pay all costs of the project “up-front”. Therefore, there may be the need to authorize the borrowing of funds which will be repaid by federal reimbursement.

*Note: Numbers 2 and 3 may be worded to be contingent upon approval of federal funds.

Project Certification
(Submit on municipal/agency/SAD letterhead after passage of warrant)

This is to certify that the (*legislative body – i.e., Town Meeting, City Council, etc. and name of City/Town*) hereby authorizes (*name or title of municipal official, agency, or department*) to make application for financial assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for (*specify acquisition or development*) of (*give title of project as it will appear on the project application*).

This further certifies that the (*legislative body and name of City/Town*) is familiar with the terms and conditions of the Land and Water Conservation Fund Project Agreement, revision dated March 1995 and hereby authorizes (*name or title*) to enter into said agreement between (*name of municipality*) and the State of Maine upon federal approval of the above identified project.

This further certifies that the (*name of agency or department*) has been legally constituted and is responsible for planning and carrying out the municipal recreation program, and the continued operation and maintenance of this completed project in accordance with the terms and conditions of the Land and Water Conservation Fund Project Agreement (*provide data on how established and organized*).

And this further certifies that except for the financial assistance requested by this project application, no financial assistance has been applied for, given or promised under any other State or Federal Program (*if any, please specify*).

Date _____ At _____

And signed by: _____

**APPENDIX F – SF- 424
INSTRUCTIONS FOR THE SF-424**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 2053.

PLEASE DO NOT RETURN YOU COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item	Entry:
1	Select Type of Submission	11	Enter a brief descriptive title of the project. If more than on program involved
2	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12	List only the largest political entities affected (e.g., State, counties, cities.)
3	State use only (if applicable).	13	Enter the proposed start date and end date of the project.
4	Enter Date Received by Federal Agency Federal Identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14	List the applicant's Congressional District and any District(s) affected by the programs or project.
5	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS Number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
6	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
7	Select the appropriate letter in the space provided. A. State B. County C. Municipal D. Township E. Interstate F. Inter-municipal G. Special District H. Independent School District I. State Controlled Institution of Higher Learning J. Private University K. Indian Tribe L. Individual M. Profit Organization N. Other (Specify) O. Not for Profit Organization	17	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
8	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing Obligation. If a revision enter the appropriate letter: A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration 	18	To be signed by the authorized representative of the applicant. A Copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
9	Name of Federal agency from which assistance is being requested with this application.		
10	Use the Catalog of Federal Domestic Assistance number and title of the program under		

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APPENDIX F – SAMPLE OF SF- 424

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. Type of Submission: Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-construction	2. DATE SUBMITTED	Applicant Identifier	
			3. DATE RECEIVED BY STATE	State Application Identifier	
			4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION					
Legal Name: Town of Malta		Organizational Unit: Department: Community Services			
Organizational DUNS: 001 001 001		Division: Parks and Recreation Division			
Address: Street: 100 Maine Street		Name and telephone number of person to be contacted on matters involving this application (give			
City: Malta		Prefix: Ms.	First Name: Mary		
County: Pineview		Middle Name: Jane	Last Name: Doe		
State: Maine	Zip code: 04000-0000	Suffix:			
Country: United States		Email: mjdoe@malta.org			
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 01-6123456		Phone Number (give area code) 207-123-4567	Fax Number (give area) 207-123-6789		
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		7. TYPE OF APPLICANT: (See back of form for Application) C- Municipal			
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters)		Other (specify)			
Other (specify)		9. NAME OF FEDERAL AGENCY: U.S. Department of Interior, National Park Service			
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 15-916		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: The Town of Malta Tennis Court construction Project			
TITLE (Name of Program):					
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Malta, Pineview, United States					
13. PROPOSED PROJECT Start Date: 4/1/09 Ending Date: 12/31/09		14. CONGRESSIONAL DISTRICTS OF: a. Applicant 02 b. Project 02			
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESSES?			
a. Federal	\$35,000.00	a. Yes <input checked="" type="checkbox"/>	THIS PREAPPLICATION / APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: Date: June 12, 2008		
b. Applicant	\$35,000.00				
c. State	\$	b. No <input type="checkbox"/>	PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
d. Local	\$				
e. Other	\$				
f. Program Income	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? __ Yes If "Yes" attach an explanation <input checked="" type="checkbox"/> No			
g. TOTAL	\$70,000.00				
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION / PRE APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix	Ms.	First Name	Mary	Middle Name	Jane
Last Name	Doe		Suffix		
b. Title: Town Manager		c. Telephone Number (give area code) 207-123-4567			
d. Signature of Authorized Representative:		e. Date Signed: June 17, 2008			

**Appendix F Form 424 Blank
APPLICATION FOR
FEDERAL ASSISTANCE**

		2. DATE SUBMITTED	Applicant Identifier	
1. Type of Submission: Application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3. DATE RECEIVED BY STATE	State Application Identifier	
Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier	
5. APPLICANT INFORMATION				
Legal Name:		Organizational Unit:		
		Department:		
Organizational DUNS:		Division:		
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street:		Prefix:		First Name:
City:		Middle Name:		
County:		Last Name:		
State:	Zip code:	Suffix:		
Country:		Email:		
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Phone Number (give area code)	Fax Number (give area code)	
[]-[]-[]				
8. TYPE OF APPLICATION:		7. TYPE OF APPLICANT: (See back of form for Application Types)		
<input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision				
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters)		Other (specify)		
Other (specify)		9. NAME OF FEDERAL AGENCY:		
		U.S. Department of Interior, National Park Service		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:		
[]-[]-[]				
TITLE (Name of Program):				
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):				
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:		
Start Date:	Ending Date:	a. Applicant 02	b. Project 02	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESSES?		
a. Federal	\$	a. Yes <input type="checkbox"/>	THIS PREAPPLICATION / APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: Date:	
b. Applicant	\$	b. No <input type="checkbox"/> <input type="checkbox"/>	PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$			
d. Local	\$			
e. Other	\$			
f. Program Income	\$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
g. TOTAL	\$	<input type="checkbox"/> Yes If "Yes" attach an explanation <input type="checkbox"/> No		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION / PRE APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix		First Name	Middle Name	
Last Name		Suffix		
b. Title:		c. Telephone Number (give area code)		
d. Signature of Authorized Representative:		e. Date Signed		

APPENDIX F – 424C

Public reporting burden for information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. – If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award for the items under "COST CLASSIFICATION".

Column b. – If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal assistance. Contact the Federal agency for assistance in determining the allow ability of specific costs.

If this application entails a change in an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Line 1 – Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 – Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 – Enter estimated costs related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc. line 4 – Enter estimated basic engineering fees related to

construction (this includes start-up services and preparation of project performance work plan).

Line 5 – Enter estimated engineering cost, such as surveys, tests, soil borings, etc.

Line 6 – Enter estimated engineering inspection costs.

Line 7 – Enter estimated cost of site preparation and restoration which are not included in the basic construction contract.

Line 8 – Enter estimated cost of the site demolition and removal which are not included in the basic construction contract.

Line 9 – Enter estimated cost of the construction contract.

Line 10 – Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11- Enter estimated miscellaneous costs.

Line 12 – Total of items 1 through 11

Line 13 – Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 – Enter the total of lines 12 and 13.

Line 15 Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 – Subtract line 15 from line 14.

Line 17 – this block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

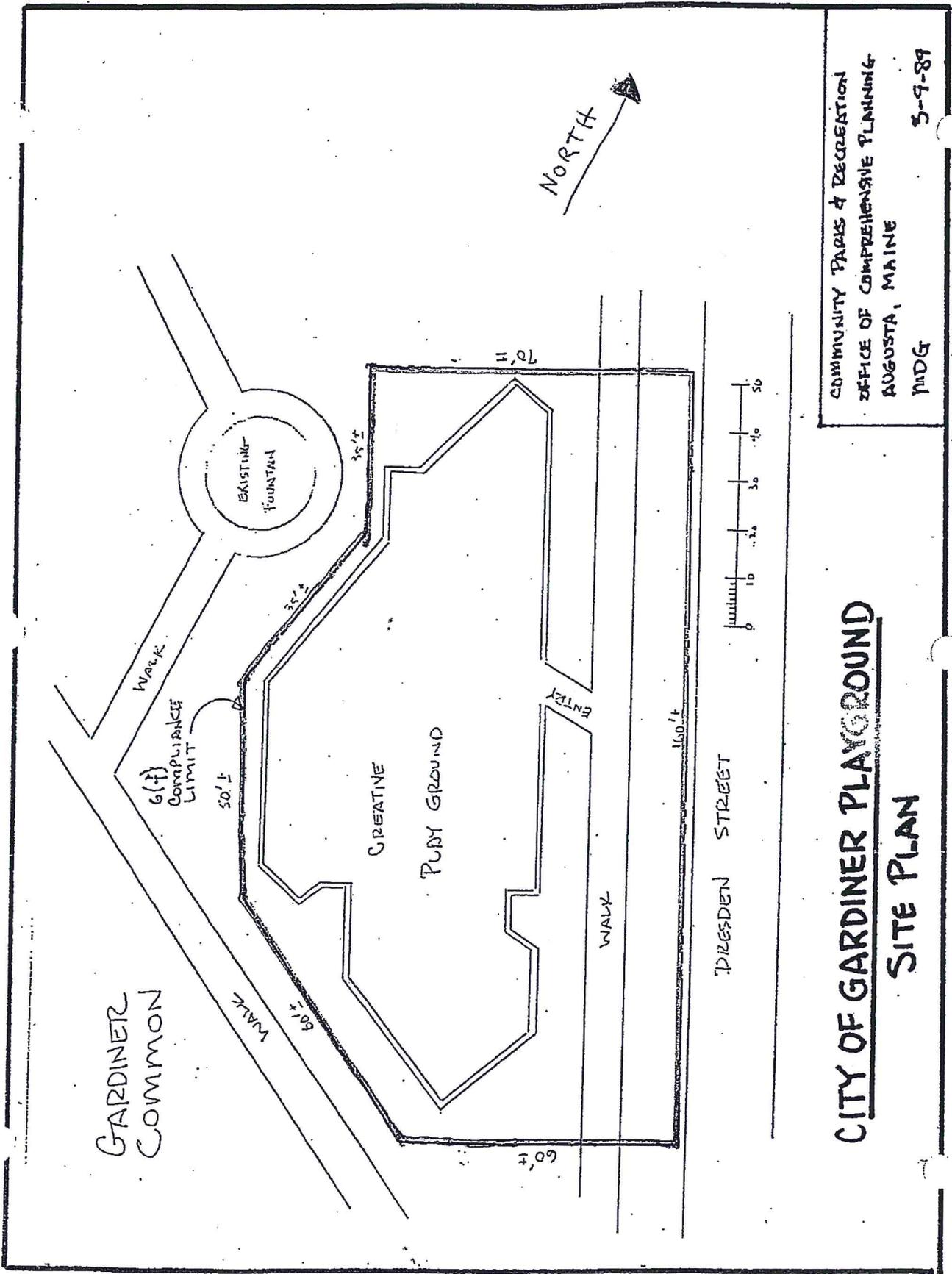
APPENDIX F – SAMPLE OF FORM 424C

OBM Approval No. 0348-00441

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computation to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$	\$	\$0.00
2. Land, structures, right-of-way, appraisals, etc.	\$	\$	\$0.00
3. Relocation expenses and payments	\$	\$	\$0.00
4. Architectural and engineering fees	\$	\$	\$0.00
5. Other architectural and engineering fees	\$	\$	\$0.00
6. Project inspection fees	\$	\$	\$0.00
7. Site work	\$	\$	\$0.00
8. Demolition and removal	\$	\$	\$0.00
9. Construction	\$	\$	\$0.00
10. Equipment	\$	\$	\$0.00
11. Miscellaneous	\$	\$	\$0.00
12. SUBTOTAL (sum of lines 1-11)	\$0.00	\$0.00	\$0.00
13. Contingencies	\$	\$	\$0.00
14. SUBTOTAL	\$	\$	\$0.00
15. Project (program) income	\$	\$	\$0.00
16. TOTAL PROJECT COSTS (subtract#15 from #14)	\$	\$	\$0.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible cost from line 16c Multiply X	%	\$0.00



COMMUNITY PARKS & RECREATION
OFFICE OF COMPREHENSIVE PLANNING
AUGUSTA, MAINE
MJDG 3-9-89

**CITY OF GARDINER PLAYGROUND
SITE PLAN**

APPENDIX H – Sample Cost Estimates

The sponsor must submit a cost estimate that lists estimated items and costs. Project grant awards and reimbursement ratio will be based on these figures.

Sample Cost Estimate – Acquisition Project

Cost will be determined by having the property appraised (appraisal must be done in conformance with Uniform Appraisal Standards for Federal Land Acquisition – UASFLA). Note: Appraisal and appraisal review costs are not eligible for reimbursement.

Use the following example to submit a cost estimate for a proposed acquisition:

Name of Municipality: Hoover

Project Title: Green Memorial Park Acquisition

Date: 06/2008

Acquisition Schedule

Code* No.	Parcel** No.	Acreage	Estimated Date of Acquisition	Estimated Value of Land	Estimated Value of Improvements	Total Estimated Cost
1	151	3.5	06-30-08	\$4,200.00		\$4,200.00
3	152	9.5	06-30-08	\$7,600.00		\$7,600.00
	Total	13.0		\$11,800.00		\$11,800.00

*Code: 1 – Purchase; 2 – Condemnation; 3 – Donation

**From municipal tax map

Sample Cost Estimate – Development Project

The sponsor must submit a cost estimate that lists anticipated work items and cost amounts. This estimate should reflect the total project cost to develop the facility as designed by an engineer, designer, landscape architect, etc., or estimated costs provided by builders/contractors familiar with the type of facility.

Most estimates will consist of costs for engineering, construction costs (material and labor), and a contingency (recommended to be 10% of construction costs).

Name of Municipality: Hoover

Project Title: Gallagher Park Tennis Courts

Type of Facility: Tennis Courts

Site Preparation: 1 acre – lump sum	\$ 2,000.00
Fill: 900 CY @\$5.00/yd	\$ 4,500.00
Paving: 1,500 sq. yds @ \$10.00/sq. yd.	\$15,000.00
Fencing: 460 lf @\$10.00/lf	\$ 4,600.00
Sealing/Lining: 1,500 sq. yds @ \$4.00/sq. yd.	\$ 6,000.00
Landscaping: lump sum	\$ 2,500.00
Net Posts/Net: lump sum	\$ 1,200.00
Subtotal	\$35,800.00
Contingency	\$ 3,500.00
Subtotal	\$39,300.00
Engineering	\$ 4,700.00
Total Cost	\$44,000.00

APPENDIX I – Project Description and Environmental Assessment Form



LWCF Proposal Description and Environmental Screening Form

The purpose of this Proposal Description and Environmental Screening Form (PD/ESF) is to provide descriptive and environmental information about a variety of Land and Water Conservation Fund (LWCF) state assistance proposals submitted for National Park Service (NPS) review and decision.

Except for the proposals listed below, the PD/ESF must be completed, including the appropriate NEPA document, signed by the State, and submitted with each new federal application for LWCF assistance and amendments for: scope changes that alter or add facilities and/or acres; conversions; public facility exceptions; sheltering outdoor facilities; and changing the original intended use of an area from that which was approved in an earlier LWCF agreement.

For the following types of proposals only this Cover Page is required because these types of proposals are administrative in nature and are categorically excluded from further NEPA environmental analysis. NPS will complete the NEPA CE Form.

- SCORP planning proposal
Time extension with no change in project scope or with a reduction in project scope
To delete work and no other work is added back into the project scope
To change project cost with no change in project scope or with a reduction in project scope
To make an administrative change that does not change project scope



Name of LWCF Proposal:

Date Submitted to NPS:

Prior LWCF Project Number(s) List all prior LWCF project numbers and all park names associated with assisted site(s):

Local or State Project Sponsoring Agency (recipient or sub-recipient in case of pass-through grants):

Local or State Sponsor Contact:

Name/Title:

Office/Address:

Phone/Fax:

Email:

Using a separate sheet for narrative descriptions and explanations, address each item and question in the order it is presented, and identify each response with its item number such as Step 1-A1, A2; Step 3-B1; Step 6-A1, A29; etc.

Step 1. Type of LWCF Proposal

New Project Application

Acquisition

Go to Step 2A

Development

Go to Step 2B

Combination (Acquisition & Development)

Go to Step 2C

Project Amendment

Increase in scope or change in scope from original agreement.

Complete Steps 3A, and 5 through 7.

6(f) conversion proposal. *Complete Steps 3B, and 5 through 7.*

Request for public facility in a Section 6(f) area. *Complete Steps 3C, and 5 through 7.*

Request for temporary non-conforming use in a Section 6(f) area.

Complete Steps 4A, and 5 through 7.

Request for significant change in use/intent of original LWCF application.

Complete Steps 4B, and 5 through 7.

Request to shelter existing/new facility within a Section 6(f) area regardless of funding source.

Complete Steps 4C, and 5 through 7.

Step 2. New Project Application (See LWCF Manual for guidance.)

A. For an Acquisition Project

1. Provide a brief narrative about the proposal that provides the reasons for the acquisition, the number of acres to be acquired with LWCF assistance, and a description of the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.).
2. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
3. Describe development plans for the proposal for the site(s) for public outdoor recreation use within the next three (3) years.
4. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.
5. Address each item in "D" below.

B. For a Development Project

1. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.

2. When will the project be completed and open for public outdoor recreation use?
3. Address each item in "D" below.

C. For a Combination Project

1. For the acquisition part of the proposal:
 - a. Provide a brief narrative about the proposal that provides the reasons for the acquisition, number of acres to be acquired with LWCF assistance, and describes the property. Describe and quantify the types of existing resources and features on the site (for example, 50 acres wetland, 2,000 feet beachfront, 200 acres forest, scenic views, 100 acres riparian, vacant lot, special habitat, any unique or special features, recreation amenities, historic/cultural resources, hazardous materials/ contamination history, restrictions, institutional controls, easements, rights-of-way, above ground/underground utilities, including wires, towers, etc.)
 - b. How and when will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?
 - c. Describe development plans for the proposed for the site(s) for public outdoor recreation use within the next three (3) years.
 - d. SLO must complete the State Appraisal/Waiver Valuation Review form in Step 7 certifying that the appraisal(s) has been reviewed and meets the "Uniform Appraisal Standards for Federal Land Acquisitions" or a waiver valuation was approved per 49 CFR 24.102(c)(2)(ii). State should retain copies of the appraisals and make them available if needed.
2. For the development part of the proposal:
 - a. Describe the physical improvements and/or facilities that will be developed with federal LWCF assistance, including a site sketch depicting improvements, where and how the public will access the site, parking, etc. Indicate entrances on 6(f) map. Indicate to what extent the project involves new development, rehabilitation, and/or replacement of existing facilities.
 - b. When will the project be completed and open for public outdoor recreation use?
3. Address each item in "D" below.

D. Additional items to address for a new application and amendments

1. Will this proposal create a **new** public park/recreation area **where none previously existed** and is not an addition to an existing public park/recreation area? Yes ___ (go to #3) No ___ (go to #2)
2.
 - a. What is the name of the pre-existing public area that this new site will be added to?
 - b. Is the pre-existing public park/recreation area already protected under Section 6(f)? Yes ___ No ___
If no, will it now be included in the 6(f) boundary? Yes ___ No ___
3. What will be the name of this **new** public park/recreation area?
4.
 - a. Who will hold title to the property assisted by LWCF? Who will manage and operate the site(s)?
 - b. What is the sponsor's type of ownership and control of the property?
 - ___ Fee simple ownership
 - ___ Less than fee simple. Explain:
 - ___ Lease. Describe lease terms including renewable clauses, # of years remaining on lease, etc. Who will lease area? Submit copy of lease with this PD/ESF. (See LWCF Manual for **program restrictions** for leases and further guidance.)

5. Describe the nature of any rights-of-way, easements, reversionary interests, etc. to the Section 6(f) park area? Indicate the location on 6(f) map. Do parties understand that a Section 6(f) conversion may occur if private or non-recreation activities occur on any pre-existing right-of-way, easement, leased area?
6. Are overhead utility lines present, and if so, explain how they will be treated per LWCF Manual.
7. As a result of this project, describe **new** types of outdoor recreation opportunities and capacities, and short and long term public benefits.
8. Explain any existing non-recreation and non-public uses that will continue on the site(s) and/or proposed for the future within the 6(f) boundary.
9. Describe the planning process that led to the development of this proposal. Your narrative should address:
 - a. How was the interested and affected public notified and provided opportunity to be involved in planning for and developing your LWCF proposal? Who was involved and how were they able to review the **completed** proposal, including any state, local, federal agency professionals, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal.
 - b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses with this PD/ESF submission.
10. How does this proposal implement statewide outdoor recreation goals as presented in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) (include references), and explain why this proposal was selected using the State's Open Project Selection Process (OPSP).
11. List all source(s) and amounts of financial match to the LWCF federal share of the project. The value of the match can consist of cash, donation, and in-kind contributions. The federal LWCF share and financial matches must result in a viable outdoor recreation area and not rely on other funding not mentioned here. Other federal resources may be used as a match if specifically authorized by law.

Source	Type of Match	Value
		\$
		\$
		\$

12. Is this LWCF project scope part of a larger effort not reflected on the SF-424 (*Application for Federal Assistance*) and grant agreement? If so, briefly describe the larger effort, funding amount(s) and source(s). This will capture information about partnerships and how LWCF plays a role in leveraging funding for projects beyond the scope of this federal grant.
13. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.

Proceed to Steps 5 through 7



Step 3. Project Amendment (See LWCF Manual for guidance.)

A. Increase/Change in Project Scope

1. **For Acquisition Projects:** To acquire additional property that was not described in the original project proposal and NEPA documentation, follow Step 2A-Acquisition Project and 2D.

2. **For Development Projects:** To change the project scope for a development project that alters work from the original project scope by adding elements or enlarging facilities, follow Step 2B-Development Project and 2D.
3. **For Combination Projects:** Follow Step 2C as appropriate.

B. Section 6(f)(3) Conversion Proposal

Prior to developing your Section 6(f)(3) conversion proposal, you must consult the LWCF Manual and 36 CFR 59.3 for complete guidance on conversions. Local sponsors must consult early with the State LWCF manager when a conversion is under consideration or has been discovered. States must consult with their NPS-LWCF manager as early as possible in the conversion process for guidance and to sort out and discuss details of the conversion proposal to avoid mid-course corrections and unnecessary delays. **A critical first step is for the State and NPS to agree on the size of the Section 6(f) park land impacted by any non-recreation, non-public use, especially prior to any appraisal activity.** Any previous LWCF project agreements and actions must be identified and understood to determine the actual Section 6(f) boundary.

The Section 6(f)(3) conversion proposal including the required NEPA environmental review documents (CE recommendation or an EA document) must focus on the loss of public outdoor recreation park land and recreational usefulness, and its replacement per 36 CFR 59, and **not** the activities precipitating the conversion or benefits thereof, such as the impacts of constructing a new school to relieve overcrowding or constructing a hotel/restaurant facility to stimulate the local economy. Rather, the environmental review must 1) focus on “resource impacts” as indicated on the ESF (Step 6), including the loss of public park land and recreation opportunities (ESF A-15), and 2) the impacts of creating new replacement park land and replacement recreation opportunities. A separate ESF must be generated for the converted park area and each replacement site. Section 6(f)(3) conversions always have more than minor impacts to outdoor recreation (ESF A-15) as a result of loss of parkland requiring an EA, except for “small” conversions as defined in the LWCF Manual Chapter 8.

For NPS review and decision, the following elements are required to be included in the State’s completed conversion proposal to be submitted to NPS:

1. A letter of transmittal from the SLO recommending the proposal.
2. A detailed explanation of the sponsor’s need to convert the Section 6(f) parkland including all efforts to consider other practical alternatives to this conversion, how they were evaluated, and the reasons they were not pursued.
3. An explanation of how the conversion is in accord with the State Comprehensive Outdoor Recreation Plan (SCORP).
4. Completed “State Appraisal/Waiver Valuation Review form in Step 7 for each of the converted and replacement parcels certifying that the appraisals meet the “Uniform Appraisal Standards for Federal Land Acquisitions.” States must retain copies of the appraisals/waiver valuations and make them available for review upon request.
5. For the park land proposed for conversion, a detailed description including the following:
 - a. Specific geographic location on a map, 9-digit zip code, and name of park or recreation area proposed for conversion.
 - b. Description of the area proposed for the conversion including the acreage to be converted and any acreage remaining. For determining the size of the conversion, consider not only the physical footprint of the activity precipitating the conversion, but how the precipitating activity will impact the entire 6(f) park area. **In many cases the size of the converted area is larger than the physical footprint.** Include a description of the recreation resources, facilities, and recreation opportunities that will be impacted, displaced or lost by the proposed conversion. For proposals to partially convert a Section 6(f) park area, the remaining 6(f) park land must remain recreationally viable and not be impacted by the activities that are precipitating the conversion. If it is anticipated that the precipitating activities impact the remaining Section 6(f) area, the proposed area for the conversion should be expanded to encompass all impacted park land.

- c. Description of the community and population served by the park, including users of the park and uses.
 - d. For partial conversions, a revised 6(f) map clearly indicating both the portion that is being converted and the portion remaining intact under Section 6(f).
6. For each proposed replacement site:
- a. Specific geographic location on a map, 9-digit zip code, and geographical relationship of converted and replacement sites. If site will be added to an existing public park/outdoor recreation area, indicate on map.
 - b. Description of the site's physical characteristics and resource attributes with number and types of resources and features on the site, for example, 15 acres wetland, 2,000 feet beachfront, 50 acres forest, scenic views, 75 acres riparian, vacant lot, special habitat, any unique or special features, structures, recreation amenities, historic/cultural resources, hazardous materials/contamination history, restrictions, institutional controls, easements, rights-of-way, overhead/underground utilities including overhead wires, towers, etc.
 - c. Identification of the owner of the replacement site and its recent history of use/function up to the present.
 - d. Detailed explanation of how the proposed replacement site is of reasonably equivalent usefulness and location as the property being converted, including a description of the recreation needs that will be met by the new replacement parks, populations to be served, and new outdoor recreation resources, facilities, and opportunities to be provided.
 - e. Identification of owner and manager of the new replacement park?
 - f. Name of the new replacement park. If the replacement park is added to an existing public park area, will the existing area be included within the 6(f) boundary? What is the name of the existing public park area?
 - g. Timeframe for completing the new outdoor recreation area(s) to replace the recreation opportunity lost per the terms of conversion approval and the date replacement park(s) will be open to the public.
 - h. New Section 6(f) map for the new replacement park.
7. NEPA environmental review, including NHPA Section 106 review, for both the converted and replacement sites in the same document to analyze how the converted park land and recreational usefulness will be replaced. Except for "small" conversions (see LWCF Manual Chapter 8), conversions usually require an EA.

Proceed to Steps 5 through 7



C. Proposal for a Public Facility in a Section 6(f) Area

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. In summary, NPS must review and decide on requests to construct a public indoor and/or non-recreation facility within a Section 6(f) area. In certain cases NPS may approve the construction of public facilities within a Section 6(f) area where it can be shown that there will be a net gain in outdoor recreation benefits and enhancements for the entire park. In most cases, development of a non-recreation public facility within a Section 6(f) area constitutes a conversion. For NPS review, the State/sponsor must submit a proposal to NPS under a letter of transmittal from the SLO that:

1. Describes the purpose and all proposed uses of the public facility such as types of programming, recreation activities, and special events including intended users of the new facility and any agency, organization, or other party to occupy the facility. Describe the interior and exterior of the facility, such as office space, meeting rooms, food/beverage area, residential/lodging area, classrooms, gyms, etc. Explain how the facility will be compatible with the outdoor recreation area. Explain how the facility and associated uses will significantly support and enhance existing and planned outdoor recreation resources and uses of the site, and how outdoor recreation use will remain the primary function of the site. (The public's outdoor recreation use must continue to be greater than that expected for any indoor use, unless the site is a single facility, such as a swimming pool, which virtually occupies the entire site.)
2. Indicates the exact location of the proposed public facility and associated activities on the site's Section 6(f) map. Explain the design and location alternatives considered for the public facility and why they were not pursued.

3. Explains who will own and/or operate and maintain the facility? Attach any 3rd party leases and operation and management agreements. When will the facility be open to the public? Will the facility ever be used for private functions and closed to the public? Explain any user or other fees that will be instituted, including the fee structure.
4. Includes required documents as a result of a completed NEPA process (Steps 5 – 7).

Proceed to Steps 5 through 7 

Step 4. Proposals for Temporary Non-Conforming Use, Significant Change in Use, and Sheltering Facilities (See LWCF Manual for guidance.)

A. Proposal for Temporary Non-Conforming Use

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. NPS must review and decided on requests for temporary uses that do not meet the requirements of allowable activities within a Section 6(f) area. A temporary non-conforming use is limited to a period of six months (180 days) or less. Continued use beyond six-months will not be considered temporary, and may result in a Section 6(f)(3) conversion of use requiring the replacement of converted parkland. For NPS review, describe the temporary non-conforming use (activities other than public outdoor recreation) in detail including the following information:

1. A letter of transmittal from the SLO recommending the proposal.
2. Describe in detail the proposed temporary non-conforming use and all associated activities, why it is needed, and alternative locations that were considered and why they were not pursued.
3. Explain length of time needed for the temporary non-conforming use and why.
4. Describe the size of the Section 6(f) area affected by the temporary non-conforming use activities and expected impacts to public outdoor recreation areas, facilities and opportunities. Explain efforts to keep the size of the area impacted to a minimum. Indicate the location of the non-conforming use on the site's 6(f) map.
5. Describe any anticipated temporary/permanent impacts to the Section 6(f) area and how the sponsor will mitigate them during and after the non-conforming use ceases.
6. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7 

B. Proposal for Significant Change in Use

Prior to developing the proposal, you must consult the LWCF Manual for complete guidance. NPS approval must be obtained prior to any change from one eligible use to another when the proposed use would significantly contravene the original plans or intent for the area outlined in the original LWCF application for federal assistance. Consult with NPS for early determination on the need for a formal review. NPS approval is only required for proposals that will **significantly** change the use of a LWCF-assisted site (e.g., from passive to active recreation). The proposal must include and address the following items:

1. A letter of transmittal from the SLO recommending the proposal.
2. Description of the proposed changes and how they significantly contravene the original plans or intent of LWCF agreements.
3. Explanation of the need for change in use and how the change is consistent with local plans and the SCORP.
4. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7



C. Proposal for Sheltering Facilities

Prior to developing this proposal, you must consult the LWCF Manual for complete guidance. NPS must review and decide on all proposals to shelter an existing outdoor recreation facility or construct a new sheltered recreation facility within a Section 6(f) area regardless of funding source. The proposal must demonstrate that there is an increased benefit to public recreation opportunity. Describe the sheltering proposal in detail, including the following:

1. A letter of transmittal from the SLO recommending the proposal.
2. Describe the proposed sheltered facility, how it would operate, how the sheltered facility will include recreation uses that could typically occur outdoors, and how the primary purpose of the sheltered facility is recreation.
3. Explain how the sheltered facility would not substantially diminish the outdoor recreation values of the site including how the sheltered facility will be compatible and significantly supportive of the outdoor recreation resources present and/or planned.
4. Explain how the sheltered facility will benefit the total park's outdoor recreation use.
5. Describe efforts provided to the public to review the proposal to shelter the facility and has local support.
6. Document that the sheltered facility will be under the control and tenure of the public agency which sponsors and administers the original park area.
7. Consult the LWCF Manual for additional requirements and guidelines before developing the proposal.

Proceed to Steps 5 through 7



Step 5. Summary of Previous Environmental Review (including E.O. 12372 - Intergovernmental Review)

To avoid duplication of effort and unnecessary delays, describe any prior environmental review undertaken at any time and still viable for this proposal or related efforts that could be useful for understanding potential environmental impacts. Consider previous local, state, federal (e.g. HUD, EPA, USFWS, FHWA, DOT) and any other environmental reviews. At a minimum, address the following:

1. Date of environmental review(s), purpose for the environmental review(s) and for whom they were conducted.
2. Description of the proposed action and alternatives.
3. Who was involved in identifying resource impact issues and developing the proposal including the interested and affected public, government agencies, and Indian tribes.
4. Environmental resources analyzed and determination of impacts for proposed actions and alternatives.
5. Any mitigation measures to be part of the proposed action.
6. Intergovernmental Review Process (Executive Order 12372): Does the State have an Intergovernmental Review Process? Yes _____ No _____. If yes, has the LWCF Program been selected for review under the State Intergovernmental Review Process? Yes _____ No _____. If yes, was this proposal reviewed by the appropriate State, metropolitan, regional and local agencies, and if so, attach any information and comments received about this proposal. If proposal was not reviewed, explain why not.
7. Public comment periods (how long, when in the process, who was invited to comment) and agency response.
8. Any formal decision and supporting reasons regarding degree of potential impacts to the human environment.

9. Was this proposed LWCF federal action and/or any other federal actions analyzed/reviewed in any of the previous environmental reviews? If so, what was analyzed and what impacts were identified? Provide specific environmental review document references.

Use resource impact information generated during previous environmental reviews described above and from recently conducted site inspections to complete the Environmental Screening Form (ESF) portion of this PD/ESF under Step 6. Your ESF responses should indicate your proposal's potential for impacting each resource as determined in the previous environmental review(s), and include a reference to where the analysis can be found in an earlier environmental review document. If the previous environmental review documents contain proposed actions to mitigate impacts, briefly summarize the mitigation for each resource as appropriate. The appropriate references for previous environmental review document(s) must be documented on the ESF, and the actual document(s) along with this PD/ESF must be included in the submission for NPS review.

Proceed to Steps 6 through 7 

Step 6. Environmental Screening Form (ESF)

This portion of the PD/ESF is a working tool used to identify the level of environmental documentation which must accompany the proposal submission to the NPS. By completing the ESF, the project sponsor is providing support for its recommendation in Step 7 that the proposal either:

1. meets criteria to be categorically excluded (CE) from further NEPA review and no additional environmental documentation is necessary; or
2. requires further analysis through an environmental assessment (EA) or an environmental impact statement (EIS).

An ESF alone does not constitute adequate environmental documentation unless a CE is recommended. If an EA is required, the EA process and resulting documents must be included in the proposal submission to the NPS. If an EIS may be required, the State must request NPS guidance on how to proceed.

The scope of the required environmental analysis will vary according to the type of LWCF proposal. For example, the scope for a new LWCF project will differ from the scope for a conversion. Consult the LWCF Manual for guidance on defining the scope or extent of environmental analysis needed for your LWCF proposal. As early as possible in your planning process, consider how your proposal/project may have direct, indirect and cumulative impacts on the human environment for your type of LWCF action so planners have an opportunity to design alternatives to lessen impacts on resources, if appropriate. When used as a planning tool in this way, the ESF responses may change as the proposal is revised until it is ready for submission for federal review. Initiating or completing environmental analysis after a decision has been made is contrary to both the spirit and letter of the law of the NEPA.

The ESF should be completed with input from resource experts and in consultation with relevant local, state, tribal and federal governments, as applicable. The interested and affected public should be notified of the proposal and be invited to participate in scoping out the proposal (see LWCF Manual Chapter 4). At a minimum, a site inspection of the affected area must be conducted by individuals, who are familiar with the type of affected resources, possess the ability to identify potential resource impacts, and to know when to seek additional data when needed.

At the time of proposal submission to NPS for federal review, the completed ESF must justify the NEPA pathway that was followed: CE recommendation, production of an EA, or production of an EIS. The resource topics and issues identified on the ESF for this proposal must be presented and analyzed in an attached EA/EIS. Consult the LWCF Manual for further guidance on LWCF and NEPA.

The ESF contains two parts that must be completed:

Part A. Environmental Resources

Part B. Mandatory Criteria

Part A: For each environmental resource topic, choose an impact estimate level (none, negligible, minor, exceeds minor) that describes the degree of potential negative impact for each listed resource that may occur directly, indirectly and cumulatively as a result of federal approval of your proposal. For each impacted resource provide a

brief explanation of how the resource might be affected, how the impact level was determined, and why the chosen impact level is appropriate. If an environmental review has already been conducted on your proposal and is still viable, include the citation including any planned mitigation for each applicable resource, and choose an impact level as mitigated. If the resource does not apply to your proposal, mark NA in the first column. Add any relevant resources (see A.24 on the ESF) if not included in the list.

Use a separate sheet to briefly clarify how each resource could be adversely impacted; any direct, indirect, and cumulative impacts that may occur; and any additional data that still needs to be determined. Also explain any planned mitigation already addressed in previous environmental reviews.

Part B: This is a list of mandatory impact criteria that preclude the use of categorical exclusions. If you answer “yes” or “maybe” for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in Part A. Explain all “yes” and “maybe” answers on a separate sheet.

A. ENVIRONMENTAL RESOURCES Indicate potential for adverse impacts. Use a separate sheet to clarify responses per instructions for Part A on page 9.	Not Applicable- Resource does not exist	No/Negligible Impacts- Exists but no or negligible impacts	Minor Impacts	Impacts Exceed Minor EA/EIS required	More Data Needed to Determine Degree of Impact EA/EIS required
1. Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.					
2. Air quality					
3. Sound (noise impacts)					
4. Water quality/quantity					
5. Stream flow characteristics					
6. Marine/estuarine					
7. Floodplains/wetlands					
8. Land use/ownership patterns; property values; community livability					
9. Circulation, transportation					
10. Plant/animal/fish species of special concern and habitat; state/federal listed or proposed for listing					
11. Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.					
12. Unique or important wildlife/ wildlife habitat					
13. Unique or important fish/habitat					
14. Introduce or promote invasive species (plant or animal)					
15. Recreation resources, land, parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc. <i>Most conversions exceed minor impacts. See Step 3.B</i>					
16. Accessibility for populations with disabilities					
17. Overall aesthetics, special characteristics/features					
18. Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. Attach SHPO/THPO determination.					
19. Socioeconomics, including employment, occupation, income changes, tax base, infrastructure					
20. Minority and low-income populations					
21. Energy resources (geothermal, fossil fuels, etc.)					
22. Other agency or tribal land use plans or policies					
23. Land/structures with history of contamination/hazardous materials even if remediated					
24. Other important environmental resources to address.					

B. MANDATORY CRITERIA If your LWCF proposal is approved, would it...	Yes	No	To be determined
1. Have significant impacts on public health or safety?			
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands, wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (E.O. 11990); floodplains (E.O 11988); and other ecologically significant or critical areas.			
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102(2)(E)]?			
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?			
5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?			
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?			
7. Have significant impacts on properties listed or eligible for listing on the National Register of Historic Places, as determined by either the bureau or office.(Attach SHPO/THPO Comments)			
8. Have significant impacts on species listed or proposed to be listed on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.			
9. Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?			
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?			
11. Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007)?			
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area, or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112)?			

Environmental Reviewers

The following individual(s) provided input in the completion of the environmental screening form. List all reviewers including name, title, agency, field of expertise. Keep all environmental review records and data on this proposal in state compliance file for any future program review and/or audit. The ESF may be completed as part of a LWCF pre-award site inspection if conducted in time to contribute to the environmental review process for the proposal.

- 1.
- 2.
- 3.

The following individuals conducted a site inspection to verify field conditions.

List name of inspector(s), title, agency, and date(s) of inspection.

- 1.
- 2.
- 3.

State may require signature of LWCF sub-recipient applicant here:

Date _____

First, consult the attached list of "Categorical Exclusions (CEs) for Which a Record is Needed." If you find your action in the CE list **and** you have determined in Step 6A that impacts will be minor or less for each applicable environmental resource on the ESF **and** you answered "no" to all of the "Mandatory Criteria" questions in Step 6B, the proposal qualifies for a CE. Complete the following "State LWCF Environmental Recommendations" box indicating the CE recommendation.

If you find your action in the CE list **and** you have determined in Step 6A that impacts will be greater than minor or that more data is needed for any of the resources **and** you answered "no" to all of the "Mandatory Criteria" questions, your environmental review team may choose to do additional analysis to determine the context, duration, and intensity of the impacts of your project or may wish to revise the proposal to minimize impacts to meet the CE criteria. If impacts remain at the greater than minor level, the State/sponsor must prepare an EA for the proposal. Complete the following "State Environmental Recommendations" box indicating the need for an EA.

If you do not find your action in the CE list, regardless of your answers in Step 6, you must prepare an EA or EIS. Complete the following "State Environmental Recommendations" box indicating the need for an EA or EIS.

State NEPA Pathway Recommendation

I certify that a site inspection was conducted for each site involved in this proposal and to the best of my knowledge, the information provided in this LWCF Proposal Description and Environmental Screening Form (PD/ESF) is accurate based on available resource data. All resulting notes, reports and inspector signatures are stored in the state's NEPA file for this proposal and are available upon request. On the basis of the environmental impact information for this LWCF proposal as documented in this LWCF PD/ESF with which I am familiar, I recommend the following LWCF NEPA pathway:

- This proposal qualifies for a Categorical Exclusion (CE).
 - CE Item #:
 - Explanation:
- This proposal requires an Environmental Assessment (EA) which is attached and has been produced by the State/sponsor in accordance with the LWCF Program Manual.
- This proposal may require an Environmental Impact Statement (EIS). NPS guidance is requested per the LWCF Program Manual.

Reproduce this certificate as necessary. Complete for each LWCF appraisal or waiver valuation.

State Appraisal/Waiver Valuation Review

Property address:

Date of appraisal transmittal letter/waiver:

Real property value: \$

Effective date of value:

I certify that: a State-certified Review Appraiser has reviewed the appraisal and has determined that it was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions.

OR

the State has reviewed and approved a waiver valuation for this property per 49 CFR 24.102(c)(2)(ii).

SLO/ASLO Original Signature: _____ Date: _____
 Typed Name, Title, Agency:

**U.S. Department of the Interior Appendix J--Debarment
Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions -

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to

be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12) Signature on this form provides for compliance with The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code—9digit)

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals):

- a. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

APPENDIX K ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

<ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project. 4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications. 5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State. 6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding which application for Federal assistance is being made; and 7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. 8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 	<ol style="list-style-type: none"> 9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. 10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under agency, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Appendix K ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note : Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 Of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic river system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with PL 93-348 regarding the protection of human subject involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (PL 89-544, as amended, 6 USC 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 USC 4801 et. Seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Amendments of 1996 and OMB Circular No. A-133 "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Authorized Certifying Official	Title:
Applicant Organization:	Date Submitted:

APPENDIX L-Civil Rights Assurances

**U. S. DEPARTMENT OF THE INTERIOR
CIVIL RIGHTS ASSURANCE**

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 6101 et. Seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. **THE APPLICANT HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

In any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the applicant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT/ORGANIZATIONS	DATE SUBMITTED:
APPLICANT/ ORGANIZATION MAILING ADDRESS	BUREAU OR OFFICE EXTENDING ASSISTANCE <i>Maine Department of Conservation</i>

**Appendix M:
Sample Joint Use Schedule**

Project Title: Jones School Playfields

Sponsor: SAD 999

Facilities Covered: 1. Baseball Field #1
 2. Jones School Soccer Field
 3. Jones School Playground

Scheduled Use Type

A – General Public Use (spontaneous and programmed)

All hours school is not in session (including weekends and evenings) plus all hours the facility is not being used while school is in session

B – General School Use (physical education, etc.) while school is in session

C – Interscholastic Use (practice and home games)

Facility	Time Period	Use Schedule		
		A	B	C
1. Baseball Field #1	1/1 to 4/10	NA	NA	NA
	4/11 to 6/20	X	X	X
	6/21 to 8/15	X		
	8/16 to 11/1	X	X	X
	11/2 to 12/31	X	X	
2. Jones School Soccer Field	1/1 to 4/10	NA	NA	NA
	4/11 to 6/20	X	X	X
	6/21 to 8/15	X		
	8/16 to 11/1	X	X	X
	11/2 to 12/31	X	X	X
3. Jones School Playground	1/1 to 6/20	X	X	
	6/21 to 8/15	X		
	8/16 to 12/31	X	X	

Signed/Approved By: _____

School Department	Date
Town/City	Date
State of Maine	Date

APPENDIX D – Sample Transmittal Letter

Submit on municipal/agency/SAD letterhead

July 15, 2010

Bureau of Parks and Lands
Mick Rogers, Alternate State Liaison Officer
124 State House Station
Augusta, Maine 04333-0124

Dear Mick,

The City/Town of _____ is pleased to forward this application under the Land and Water Conservation Fund (LWCF) program administered through the Maine Department of Conservation. The City/Town of _____ is applying for an LWCF grant in the amount of \$_____ in federal funds for the (development/acquisition) of (type of facility).

I am aware that should this application receive approval, there are federal and state requirements for project conduct and for operation and maintenance of the completed facility with which the City/Town will be obligated to comply.

The required local legislative approval was obtained from the (City Council, Town Council, Town Meeting) on (date).

(Name and Title) will be the principal contact and project manager for this project. (He/She) can be reached by telephone at (telephone number and e-mail address) or by correspondence at (address).

Sincerely,

(Signature of Chief Executive Officer)
(Typed Chief Executive Officer's name and title)

APPENDIX E – Sample Warrant Articles/Project Certification

Warrant Articles or Resolves

USE THE FOLLOWING WORDING IN DRAFTING WARRANT ARTICLES OR RESOLVES:
(NOTE: If Project Sponsor is a School Administrative District, contact Alt. State Liaison Officer for copy of appropriate Project Certification)

1. Authorizing Application (must be worded as follows)

Article #xxx

To see if the City/Town will authorize the (*specify selectmen or other officials*) to apply, on behalf of the City/Town, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the (*specify acquisition or development*) of (*give title of project as it will appear on application*); and further authorize (*specify selectmen or other officials*) to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.

2. Appropriation of local funds*

If City/Town tax appropriations are being used for all or part of the local share of the project cost, The City/Town must raise the funds through Town Meeting or Council action.

3. Authorization to borrow the necessary funds from time to time to cover anticipated reimbursement*

The local sponsor is obligated to pay all costs of the project “up-front”. Therefore, there may be the need to authorize the borrowing of funds which will be repaid by federal reimbursement.

*Note: Numbers 2 and 3 may be worded to be contingent upon approval of federal funds.

Project Certification
(Submit on municipal/agency/SAD letterhead after passage of warrant)

This is to certify that the (*legislative body – i.e., Town Meeting, City Council, etc. and name of City/Town*) hereby authorizes (*name or title of municipal official, agency, or department*) to make application for financial assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for (*specify acquisition or development*) of (*give title of project as it will appear on the project application*).

This further certifies that the (*legislative body and name of City/Town*) is familiar with the terms and conditions of the Land and Water Conservation Fund Project Agreement, revision dated March 1995 and hereby authorizes (*name or title*) to enter into said agreement between (*name of municipality*) and the State of Maine upon federal approval of the above identified project.

This further certifies that the (*name of agency or department*) has been legally constituted and is responsible for planning and carrying out the municipal recreation program, and the continued operation and maintenance of this completed project in accordance with the terms and conditions of the Land and Water Conservation Fund Project Agreement (*provide data on how established and organized*).

And this further certifies that except for the financial assistance requested by this project application, no financial assistance has been applied for, given or promised under any other State or Federal Program (*if any, please specify*).

Date _____ At _____

And signed by: _____

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 88-11052012

ORDERED that the City Manager is hereby authorized to apply, on behalf of the City, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the acquisition and development of the New Auburn Greenway and further authorize the City manager to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.

If City tax appropriations are being used for all or part of the local share of the project cost, The City must raise the funds through Council action, contingent upon approval of federal funds.

The local sponsor is obligated to pay all costs of the project "up-front". Therefore, there may be the need to authorize the borrowing of funds which will be repaid by federal reimbursement, contingent upon approval of federal funds.



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Order 89-11052012

Author: Dorothy Meagher, Health & Social Services

Subject: General Assistance maximums for FY 12-13

Information: I'm seeking the have the FY 12-13 appendices C, approved by council for the upcoming fiscal year to reflect the new rental maximum levels for heated and unheated rents. These levels were developed by MMA using the 2012-2013 HUD Fair Market Rent values.

Financial: The new Appendix C rental assistance is an increase of 9% over FY 11-12. The overall maximum a household hold is allowed has not increased.

Action Requested at this Meeting: Approval of the changes to go into effect for 10/01/2012 to 10/01/2013.

Previous Meetings and History: Yearly approval needed by council.

Attachments:

- Appendix C
- Order 89-11052012

Appendix C

Effective: 10/01/12-10/01/13

GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. *(See Instruction Memo for further guidance.)*

Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		78	335	99	425
1		80	343	103	445
2		90	385	122	526
3		120	517	161	693
4		120	517	173	745
<u>Franklin County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		95	408	110	475
1		97	418	115	493
2		114	491	139	596
3		134	578	168	723
4		196	844	246	1057
<u>Hancock County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		105	451	119	512
1		117	503	135	582
2		145	622	170	729
3		197	845	227	978
4		197	845	227	978
<u>Kennebec County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		83	359	99	426
1		94	404	114	491
2		123	529	148	636
3		159	685	189	811
4		159	685	197	848

Appendix C

Effective: 10/01/12-10/01/13

Non-Metropolitan FMR Areas

<u>Knox County</u>					
	<u>Unheated</u>		<u>Heated</u>		
Bedrooms	Weekly	Monthly	Weekly	Monthly	
0	128	552	144	619	
1	128	552	144	619	
2	150	645	175	752	
3	197	846	228	979	
4	209	899	252	1083	
<u>Lincoln County</u>					
	<u>Unheated</u>		<u>Heated</u>		
Bedrooms	Weekly	Monthly	Weekly	Monthly	
0	119	513	132	568	
1	124	535	145	622	
2	159	684	184	791	
3	200	862	231	995	
4	207	889	244	1048	
<u>Oxford County</u>					
	<u>Unheated</u>		<u>Heated</u>		
Bedrooms	Weekly	Monthly	Weekly	Monthly	
0	87	374	107	462	
1	101	434	118	509	
2	110	472	142	611	
3	157	673	197	847	
4	209	900	258	1109	
<u>Piscataquis County</u>					
	<u>Unheated</u>		<u>Heated</u>		
Bedrooms	Weekly	Monthly	Weekly	Monthly	
0	96	413	111	479	
1	103	441	125	539	
2	123	527	154	663	
3	157	675	196	844	
4	157	675	205	881	
<u>Somerset County</u>					
	<u>Unheated</u>		<u>Heated</u>		
Bedrooms	Weekly	Monthly	Weekly	Monthly	
0	94	405	115	493	
1	94	405	117	504	
2	107	459	140	600	
3	155	666	195	840	
4	155	666	195	840	

Appendix C

Effective: 10/01/12-10/01/13

Non-Metropolitan FMR Areas

<u>Waldo County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	128	552	
1	119	510	136	583	
2	139	597	162	698	
3	174	749	205	882	
4	176	758	213	917	

<u>Washington County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	402	108	463	
1	95	410	113	488	
2	108	465	134	575	
3	134	575	170	729	
4	157	675	206	884	

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	100	432	116	499	
1	113	487	133	574	
2	145	625	170	732	
3	183	789	214	922	
4	210	904	247	1063	

<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	424	114	491	
1	99	424	114	491	
2	100	429	131	565	
3	131	563	172	741	
4	148	636	201	865	

<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	89	381	104	448	
1	103	445	123	530	
2	139	597	164	704	
3	178	766	209	899	
4	180	774	217	933	

Appendix C

Effective: 10/01/12-10/01/13

Metropolitan FMR Areas

<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	142	611	154	666	
1	166	715	183	788	
2	214	922	238	1023	
3	271	1165	300	1292	
4	274	1180	318	1367	
<u>York/Kittery/S. Berwick HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	170	729	182	784	
1	170	729	182	784	
2	191	823	215	924	
3	289	1241	318	1368	
4	300	1289	343	1473	
<u>Cumberland County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	111	479	124	534	
1	131	563	148	636	
2	167	720	119	821	
3	228	982	259	1115	
4	271	1167	308	1326	
<u>Sagadahoc County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	140	603	153	658	
1	140	603	153	658	
2	155	667	179	768	
3	186	798	215	926	
4	271	1167	314	1351	
<u>York County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	126	541	139	596	
1	126	541	141	608	
2	156	672	180	773	
3	216	928	247	1061	
4	216	928	250	1073	

Tizz E. H. Crowley, Ward One
 Robert Hayes, Ward Two
 Mary Lafontaine, Ward Three
 David Young, Ward Four



Leroy Walker, Ward Five
 Belinda Gerry, At Large
 Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 89-11052012

ORDERED, that the City Council hereby approves the FY 12-13 Appendices C to reflect the new rental maximum levels for heated and unheated rents.

Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	78	335	99	425	
1	80	343	103	445	
2	90	385	122	526	
3	120	517	161	693	
4	120	517	173	745	
<u>Franklin County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	95	408	110	475	
1	97	418	115	493	
2	114	491	139	596	
3	134	578	168	723	
4	196	844	246	1057	
<u>Hancock County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	105	451	119	512	
1	117	503	135	582	
2	145	622	170	729	
3	197	845	227	978	
4	197	845	227	978	
<u>Kennebec County</u>					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	83	359	99	426	
1	94	404	114	491	
2	123	529	148	636	
3	159	685	189	811	
4	159	685	197	848	

Appendix C

Effective: 10/01/12-10/01/13

Non-Metropolitan FMR Areas

<u>Knox County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		128	552	144	619
1		128	552	144	619
2		150	645	175	752
3		197	846	228	979
4		209	899	252	1083
<hr/>					
<u>Lincoln County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		119	513	132	568
1		124	535	145	622
2		159	684	184	791
3		200	862	231	995
4		207	889	244	1048
<hr/>					
<u>Oxford County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		87	374	107	462
1		101	434	118	509
2		110	472	142	611
3		157	673	197	847
4		209	900	258	1109
<hr/>					
<u>Piscataquis County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		96	413	111	479
1		103	441	125	539
2		123	527	154	663
3		157	675	196	844
4		157	675	205	881
<hr/>					
<u>Somerset County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		94	405	115	493
1		94	405	117	504
2		107	459	140	600
3		155	666	195	840
4		155	666	195	840

Appendix C

Effective: 10/01/12-10/01/13

Non-Metropolitan FMR Areas

<u>Waldo County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	128	552	
1	119	510	136	583	
2	139	597	162	698	
3	174	749	205	882	
4	176	758	213	917	

<u>Washington County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	402	108	463	
1	95	410	113	488	
2	108	465	134	575	
3	134	575	170	729	
4	157	675	206	884	

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	100	432	116	499	
1	113	487	133	574	
2	145	625	170	732	
3	183	789	214	922	
4	210	904	247	1063	

<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	424	114	491	
1	99	424	114	491	
2	100	429	131	565	
3	131	563	172	741	
4	148	636	201	865	

<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	89	381	104	448	
1	103	445	123	530	
2	139	597	164	704	
3	178	766	209	899	
4	180	774	217	933	

Appendix C

Effective: 10/01/12-10/01/13

Metropolitan FMR Areas

<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	142	611	154	660	660
1	166	715	183	780	780
2	214	922	238	1020	1020
3	271	1165	300	1290	1290
4	274	1180	318	1360	1360
York/Kittery/S. Berwick HMFA					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	170	729	182	780	780
1	170	729	182	780	780
2	191	823	215	920	920
3	289	1241	318	1360	1360
4	300	1289	343	1470	1470
Cumberland County HMFA					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	111	479	124	530	530
1	131	563	148	630	630
2	167	720	119	820	820
3	228	982	259	1110	1110
4	271	1167	308	1320	1320
Sagadahoc County HMFA					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	140	603	153	650	650
1	140	603	153	650	650
2	155	667	179	760	760
3	186	798	215	920	920
4	271	1167	314	1350	1350
York County HMFA					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	126	541	139	590	590
1	126	541	141	600	600
2	156	672	180	770	770
3	216	928	247	1060	1060
4	216	928	250	1070	1070



City Council Agenda Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Order 90-11052012

Author: Deborah Grimmig, Human Resources Director

Subject: IAFF Local 797 Collective Bargaining Agreement effective 1/1/12 – 12/31/12

Information: See Attached

Financial: The projected personnel costs for implementing the 2% COLA and change to apparatus staffing is \$209,731.

Action Requested at this Meeting: As per negotiations with Local 797 about the terms of the agreement, staff has prepared an order and recommends its approval tonight.

Previous Meetings and History: The proposed Contract was reviewed in Executive Session on 10/15/12, during which the Council requested additional cost information. This information is provided here and in the attached memo. There is an Executive Session on the agenda tonight for the Council to consider the additional information. Councilors have not brought forward any additional concerns or questions about this contract.

Attachments:

- Copy of proposed contract
- Order 90-11052012

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



Collective Bargaining Agreement

Between the

City of Auburn

and the

**AUBURN FIREFIGHTERS ASSOCIATION
(LOCAL NO. 797)**

January 1, 2012 – December 31, 2012



CITY OF AUBURN

Auburn Firefighters Association
Local No. 797

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CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



PREAMBLE

100 Agreement made this day: October 16, 2012 by the City of Auburn and the Auburn Firefighters Association, Local No. 797, International Association of Firefighters, AFL-CIO (hereinafter referred to as the Association.)

105 Pursuant to the provisions of Title 26 M.R.S.A., Chapter 9-A, §961, the City of Auburn, Maine enters into this agreement with the Auburn Firefighters Association, Local No. 797, International Association of Firefighters, AFL-CIO (herein referred to as the Association) to promote the improvement of the relationship between the City and the Association and their employees/members by providing a uniform basis for recognizing the right of public employees
110 to join labor organizations of their own choosing and to be represented by such organizations in collective bargaining for terms and conditions of employment.

115 In consideration of the respective promises of the parties hereto and, pursuant to the provisions of M.R.S.A. Title 26, Chapter 9-A (1973), and in order to increase general efficiency in the Fire Department, and to promote morale, equal rights, well being, and security of the Fire Department's permanent employees, it is agreed by the parties hereto as follows:

ARTICLE I - Recognition

120 Section 1 - Association

125 The City hereby recognizes the Association as the sole and exclusive bargaining agent of all members of the Auburn Fire Department except for the Chief, Deputy Chief, and clerical staff for purposes of bargaining with respect to rates of pay, wages, hours of work, working conditions and all other terms and conditions of employment.

Section 2 - Non-Discrimination

130 The City agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership in the Association by reason of his/her holding office therein, or by reason of being a member of a collective bargaining committee of the Association, and the City agrees that the provisions of this Article shall be applicable to all persons to whom this Agreement applies without discrimination.

135 All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether it be by

CITY OF AUBURN



Auburn Firefighters Association Local No. 797

140 fellow employees or by management personnel, including sexual harassment in all its various forms, is unacceptable conduct, which may constitute as grounds for disciplinary action. This provision shall not in any way prevent the Association from discharging its duty of fair representation of any of its members.

Section 3 - Public Servants/Ethical Standards

145 The individual members of the Department and of the Association are to regard themselves as public servants, and as such they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

ARTICLE II - Management Rights

150 Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline firefighters under the City Charter and Ordinances.

ARTICLE III - Labor Management

Section 1 - Purpose

160 The City, Union, and its members, agree to participate in a Labor Management Committee, whose purpose is to work together in identifying and implementing improvements to the operations of the Auburn Fire Department and service to the citizens of Auburn. The goals of the Committee include fostering good communications (both internal and external to the department), sharing operational ideas and departmental concerns, reviewing operational and capital budgetary items as well as future planning initiatives, improving customer service
165 (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings.

Section 2 - Employee's Role

170 Employees are encouraged to openly and actively share ideas and suggestions with the Committee. When faced with a concern or complaint, employees may introduce the subject at the Labor Management Committee for discussion and potential resolution. If this does not resolve the issue, employees may refer to Article XII, "Grievance Procedure".

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



175 Section 3 - Management's Role

Management is encouraged to foster a work environment which allows employees to be knowledgeable of departmental activities and planning, actively approach management, and to have the opportunity for open dialog. Management is also encouraged to discuss employee concerns and complaints, and to solicit input and suggestions to improve the operations of the Department and the work environment.

Section 4 - Committee Participation

185 The Labor Management Committee will meet monthly and consist of at least two (2) representatives from both the City and the Union. For the City, the members may include, but not limited to, the Fire Chief, Deputy Fire Chief, the Human Resources Director, the Assistant City Manager, the City Manager, or another member of city administration. The Union agrees to appoint at least three (3) representatives to the Committee and other members as may be needed for individual issues and/or sub-committees. Each Labor Management Committee meeting shall be called to order after a quorum of four (4) members—but no less than two City and two Union members—by the Fire Chief, or in his absence the Union President, or in his absence another person appointed by the Fire Chief, who will serve as chair; have its meeting time be posted in a place accessible to all employees and be open to other employees; have an agenda with at least unfinished and new business items; shall be recorded by way of written minutes; and shall have its draft and/or approved minutes be electronically posted. Notice for items to be placed on the Labor Management Committee Agenda shall be made not less than three (3) working days prior to the scheduled meeting. There shall be no extra compensation for those appointed to serve on the Labor Management Committee, unless already scheduled to work. Other Union members may attend if their work schedule permits.

205 It is in the best interest of the City of Auburn, the Fire Department, and our citizens, to create a forum such as the Labor Management Committee to function productively and effectively. If, at any time, either party determines the process is not working or is failing, either party may invite the Assistant City Manager or City Manager to attend to help facilitate and foster a healthy work environment between labor and management.

The 2013 work plan for the committee has been agreed to set the following priorities:

- 210 1. Peer Fitness
2. Driver Operator Position
3. Uniform Allowance (as outlined in Article XVIII Section 1)
4. Distribution of EMS Personnel

CITY OF AUBURN



Auburn Firefighters Association
Local No. 797

215

ARTICLE IV - Dues Check-Off

220

Section 1 - Fair Share

225

230

235

240

The Association shall have exclusive rights to payroll deductions of membership dues and service fees. Any firefighter who at any time on or after the effective date of this Agreement is not a member of the Association shall, within thirty days after such conditions are met be required to choose from the options of: (1) membership in the Association; (2) payment to the Association of a service fee equal to 80% of Association dues as a contribution towards the cost of collective bargaining, contract administration and the adjustment of grievances; or (3) exclusion from both. Each such firefighter shall be required to make his/her choice in writing on payroll deduction forms supplied by the Association. Failure to choose membership or the 80% service fee option shall constitute a choice of exclusion from both. An employee choosing exclusion from both membership and 80% service fee option shall be irrevocably bound by such choice except as provided hereinafter and if the employee request, shall be entitled to the services of the Association under the agreement only upon payment to the Association of reasonable fees, including fifty dollars per hour for employee representative services, and attorneys fees and costs and expenses, including arbitration fees and expenses, incurred by the Association on behalf of such employee. Any firefighter who is required by this Article or who was required under the terms of the predecessor agreement, to select from the options set about above may change his/her status with respect to those options during the 20 day period immediately prior to the expiration of this Agreement by giving written notice to the City and to the Association during that period.

245

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the US. Supreme Court in Chicago Teachers Union v. Hudson 106 S. Ct. 1066(1986), with respect to the constitutional rights of fair share fee payers.

250

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

CITY OF AUBURN



**Auburn Firefighters Association
Local No. 797**

255 Any employee covered by this Agreement at any time may submit a grievance to the City and have such grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this collective bargaining agreement and if the Association has been given reasonable opportunity to be present at any such meeting of the parties called for the resolution of such grievance.

260 The Association agrees in consideration thereof for itself and its members to individually and collectively perform loyal and efficient work and services, and it and they will use their influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

Section 2 - Check-off

265 Upon written authorization of a firefighter, approved by the Association President, the City agrees to have the appropriate City Department deduct from the pay of each firefighter, as so authorized, the amount of funds as indicated on the Fair Share Agreement between the firefighter and Association, to be deducted from his/her pay check each week, and deliver same to the Association Treasurer at his/her request, provided, however, that if any employee has no check due him or the check is not large enough to satisfy other deductions, then in that event no deduction will be made from said firefighter for that period. In no event will the City be
270 obligated to collect fines or assessments charged by the Association to its members. The City shall not be obliged to deduct funds from the weekly pay after receiving written notice, on forms provided by the Association, that he/she no longer authorizes such deductions. The Association agrees in consideration thereof for itself and its members to individually and collectively perform
275 loyal and efficient work and service, and it and they will use their influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

Section 3 - Association Indemnification

280 The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with provisions of this Article. If an improper deduction is made, the Association shall refund directly to the employee any such amount.

285 ARTICLE V - Strikes and Slowdowns

The Association agrees that firefighters who are subject to the terms of this Agreement shall have no rights to engage in any work stoppage, slowdown, or strike in consideration of the

CITY OF AUBURN



Auburn Firefighters Association
Local No. 797

290 right to a resolution of disputed questions. Any or all employees who violate the provisions of
this Article may be subject to disciplinary action, including discharge. This provision is not
intended to reflect an employee's refusal to carry out an unjustifiable management request.

295 ARTICLE VI - Wages and Compensation

Section 1 - Wages

300 All firefighters covered under this Agreement shall be paid in accordance with the attached wage
schedule(s):

305 All firefighters must complete performance evaluations on their anniversary date of hire
or date of promotion. Firefighters who are eligible for a step-increase will receive it effective on
their anniversary date of hire or promotion.

Firefighters who are promoted will be slotted at the entry step of the new rank or at the
step which brings them closest to but not less than 5%.

310 Any firefighter who receives a change or lapse in EMS license shall immediately notify
the officer in charge of EMS Services in writing. Any firefighter who continues to receive EMS
pay after his/her license has lapsed or who falsifies his/her license may be subjected to one
week's suspension without pay.

Section 2 - Tuition Reimbursement for Work-Related Courses

315 The City will reimburse 100% of the tuition for courses, seminars and conferences as
long as the following criteria are met:

- 320 1. The course, seminar, conference receives written pre-approval by the Fire Chief.
2. The course is *directly work-related* (with the exception of elective courses accepted as
part of the course curriculum for a Degree in Fire Science or Paramedicine); and
- 325 3. The firefighter agrees to use the knowledge and skills gained in training paid in part by
the City for the benefit of the City.

CITY OF AUBURN

Auburn Firefighters Association
Local No. 797



330 4. Approved courses in the amount of \$100.00 or greater may be pre-paid by the City. Upon successful completion of a course with a passing grade or certificate of completion, the City will reimburse the individual firefighter for the balance due of the approved tuition expenses, which are not covered by scholarships, or other educational financial assistance. If the firefighter receives pre-payment for the course and he/she does not pass or receive a certification/license of completion, he/she will reimburse the City for the cost of the course.

335 The City will pay the full cost of all pre-approved EMS related courses, case reviews, seminars and skill labs. If a firefighter does not obtain the license or pass the course, case review, seminar or skill lab, after the City has paid the cost of the course, the firefighter/EMT will reimburse the cost of the course. As of October 16th 2012 if the firefighter has successfully completed an EMS upgrade, through the reimbursement of the city, the firefighter will be required to maintain the license for a minimum of three years. Should the firefighter separate prior to completing one year of service at the new license level the firefighter will reimburse the city a prorated amount of the tuition. The break down of the proration will be as follows:

- 345 • Firefighters that separate from the department less than three months after completion of the course will be required to repay the entire cost of tuition and books
- Firefighters that separate between three and six months after completion of the course will be required to repay fifty percent of the cost of tuition and books
- Firefighters that separate between six months and one year will be required to repay twenty-five percent of the tuition and books

350 After maintaining the license upgrade beyond the three year minimum the firefighter will be required to provide a Three (3) month notice of intent to have the license lapse.

355 5. The City will reimburse costs of textbooks for pre-approved courses up to 50% or \$50.00 whichever is greater. Approval for reimbursement for textbooks is dependent upon the constraints on funds in the Fire Department training account.

360 In response to a request, the Battalion Chief or Acting Battalion Chief may reassign on a temporary basis, personnel in order to allow on-duty personnel to attend educational opportunities in the local area. This section is intended to apply to those classes that have been requested by individual firefighters as opposed to departmental training. If the battalion is not at minimum, the firefighter(s) may attend class on duty in their personal vehicle, but will remain on call and will take a portable radio with them to class. At the discretion of the Battalion Chief or

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365 the Acting Battalion Chief, the firefighter may only need to respond on a "Condition"
assignment. If battalion staffing is at minimum, the firefighter(s) may take apparatus to class if
the other members of that company are in agreement to go along with the firefighter(s) attending
class or the firefighter may attend class in a privately owned vehicle with a portable (the
apparatus would be treated as per current standards for apparatus down one firefighter on
370 emergency leave). Whenever possible, if more than one firefighter on duty is attending the same
class, the Battalion Chief or the Acting Battalion Chief will assign these personnel to the same
piece of apparatus in order to limit the number of units on delayed response. Reassignments will
be made in such a way as to keep Rescue in service and in normal response whenever possible.
The following conditions will be required in order to utilize on duty participation for class:

- 375
1. On-duty attendance to class must be pre-approved by the Fire Chief.
 2. The Chief has the right to limit the number of on-duty personnel attending class.
 - 380 3. The class may only be in either Auburn or Lewiston.
 4. Units must remain in service at all times.
 5. Spare Department vehicles may be used in place of privately owned vehicles.
 - 385 6. There will always be a minimum of ten (10) firefighters in Auburn not on delayed
response, unless specifically approved by the Chief or his designee.

ARTICLE VII - Hours of Work and Overtime

390 Section 1 - Hours of Work

395 Firefighters' regular workweek shall consist of an average of forty-two (42) hours per
week. For the duration of this contract, the regular tour of duty (on-duty shift) shall consist of a
twenty-four hour continuous time period commencing at 7:00 a.m. and ending at 7:00 a.m. the
following day. Firefighters shall remain in active status performing work assignments between
the hours of 7:00 a.m. and 10:00 p.m. and 6:00 a.m. and 6:59 a.m. during on-duty shifts, except
for the free time periods. The department will be organized under a four (4) battalion system.

400 A work cycle, for the duration of this contract, is defined as one twenty-four hour tour of
on-duty time (on-duty shift) followed by three consecutive twenty-four hour time periods off
beginning at 7:00 a.m. following the on-duty shift.

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Section 2 - Use of Free Time

405

Firefighters shall be permitted to use recreational facilities furnished by the Auburn Firefighters Benefit Association when they are not specifically assigned to firefighting or other duties. It is understood that firefighters on a voluntary basis will frequently use their free time for study and on-the-job training.

410

Section 3 - Overtime and Compensatory Time

415 Firefighters shall be paid for work performed on regular off-duty shifts and during their free time period at an overtime rate of one and one-half (1½) times their hourly rate as per the attached wage schedule, except that for multiple alarms. (See Article XV) Firefighters participating on teams established or created by the Department (with the exception of firefighters serving on the Labor Management Committee) on their off-duty time shall have a choice of being compensated at their regular overtime rate or by accruing compensatory time at one and one-half times the number of hours actually worked. The following conditions shall
420 apply to the accrual of comp time:

1. The firefighter may accrue up to 48 hours per year;
- 425 2. Comp time accrued but not used will be paid out the last pay-period in the fiscal year at the regular hourly rate in effect for the firefighter at that time;
- 430 3. No firefighter may choose to take comp time on a day on which his/her battalion would thereby be reduced below the minimum staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given).

435 Any on-duty firefighter returning to the fire station and completing his/her duties prior to 7:15 a.m. after answering a call received before the completion of his/her work shift at 7:00 a.m. shall receive no extra compensation. If he/she returns and completes his/her duties after 7:15 a.m. he/she shall be paid for one-half (1/2) hour at his/her overtime rate. If after 7:30 a.m. and before 8:00 a.m. he/she shall be paid for one (1) hour at his/her overtime rate; if after 8:00 a.m., at his/her overtime rate for all time worked after 7:00 a.m. as set forth in the attached schedule.

ARTICLE VIII - Acting Rank

440

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Any firefighter selected to act as an officer of higher rank shall be entitled to receive acting rank in the amount of five (5) % over the non-EMS firefighter base hourly rate for a full tour of duty if he/she acts in said rank for a period in excess of half the tour of duty.

445 A firefighter performing overtime work while acting in higher rank shall receive one and one-half (1 ½) times his/her hourly rate of pay in such higher rank for such overtime work.

450 Firefighters, Lieutenants and Captains shall have the right to decline to serve as an officer of higher rank unless, in the judgment of the Chief, the Deputy Chief, or the Battalion Chief on duty, no other qualified on-duty firefighter is willing and available to serve. No firefighter who has been assigned to act in higher rank and who, in the judgment of the supervising officer, is performing such duties in a proper manner shall be reassigned to other duty for the purpose of depriving him/her of an opportunity to receive extra pay under the provisions of this Article.

455 When a firefighter is assigned to act in higher rank, he/she shall not receive an increase in pay for any day of such service during which an officer of equal or greater rank than that in which he/she is acting is assigned to the same company for a period exceeding one-half (1/2) the shift (12 hours).

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ARTICLE IX - Holidays

Each firefighter covered by this Agreement, shall, in addition to his/her regular weekly wage, be paid 1/4 of his/her weekly wage for each of the following holidays:

465

1. New Year's Day
2. Washington's Birthday
3. Patriot's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day
11. Martin Luther King Day
12. Any one time national holiday mandated by the President and observed by other Auburn City Departments

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Holiday pay will be based on the non-EMS firefighter's rank and step.

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The day after Thanksgiving will be holiday routine, but the firefighter will not receive holiday pay.

480

Firefighters shall receive holiday pay during the pay period following the date in which the holiday falls. The Office Manager will post the calendar noting the holiday pay dates for the year.

485 **ARTICLE X - Vacations**

Section 1 - Vacation Accrual

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For the purposes of this article, it is understood that years of service will mean continuous years of service. Probationary firefighters (members with less than twelve (12) months of service) will accumulate hours at the rate of eight (8) hours per calendar month. Probationary firefighters may not take vacation leave during their first twelve (12) months of service unless there are special circumstances which would warrant the Chief, or in his absence, the Deputy Fire Chief authorizing a waiver of the restriction on vacation leave. Requests for waivers and the administrative decision regarding the request shall be in written form.

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Firefighters with less than six (6) years of service will accrue vacation hours at the rate of eight (8) hours per calendar month. Firefighters with a minimum of six (6) years of service but less than fourteen (14) years of service will accrue vacation hours at the rate of twelve (12) hours per calendar month. Firefighters with fourteen (14) or more years of service shall accrue vacation hours at the rate of sixteen (16) hours per calendar month. If the firefighter's anniversary date of hire falls on or before the 15th of the month, the firefighter will receive his/her additional vacation accrual that month. If the firefighter's anniversary date falls on or after the 16th of the month, then the firefighter will receive his/her additional vacation accrual the following month. This will occur only during the sixth and the fourteenth years of service.

505

Vacation hours will continue to accrue during sick leave absences, while on on-the-job-injury, or any other paid absences authorized by the Chief or Deputy Chief.

510

Except for the first month of service and the last month of service, vacation hours for each month shall be awarded on the last day of each calendar month and then added to the firefighter's current balance. The month in which employment begins shall be counted as a month of service if the date of hire occurs before the 16th of that month. The month in which employment terminates shall count as a month of service if the date of resignation is after the 15th day of the month. The Fire Department administration will post a report detailing each

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firefighter's total accumulation of vacation hours. Firefighters may take vacation time at any point throughout the year, but on January first of any year, all vacation balances will not be in a negative number. It must be zero or greater. It will be the responsibility of the Deputy Chief to make sure no one uses more time than they should.

520

Unless otherwise specified in this Article, vacation leave will be taken in increments of one-week periods (blocks). For vacation leave purposes, a one-week period is defined as commencing on Sunday at 7:00 hours and ending on the following Saturday (at the end of the shift 07:00 hours).

525

Vacation leave will be deducted on an hour for hour basis with a minimum of a twenty-four (24) hour time period (continuous block of time). Thus, if two duty days fall within the vacation week, then forty-eight (48) hours will be deducted from the firefighter's total hours accumulated. Also if only one duty day falls within the vacation week, then twenty-four (24) hours will be deducted from the firefighter's total vacation hours.

530

Section 2 - Vacation Selection

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Vacations shall be chosen by firefighters on the basis of total years of service in the department without regard for time served in a specific rank. A maximum of two firefighters per battalion can be on vacation at the same time.

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Vacation period selections for the upcoming calendar year shall commence with the initial department wide process conducted in the first full week of November starting on Monday and ending on Thursday of the present year. The Battalion Chief will notify all upcoming year shift members in writing of the date and time for vacation selection at least two (2) weeks prior to actual picking date. During this period of time all vacation weeks will be picked. Firefighters may decline to select any or all of their vacation periods during this process. Any firefighter who declines to select their vacation period(s) during this process forfeits his selection and may not select his/her vacation periods until the vacation process is completed. The firefighter who declines to select their vacation period(s) must notify the Deputy Chief, or in his absence, the Chief, of his decision.

550

For purposes of record keeping, the firefighter's declination(s) shall be noted (and initialed) in the appropriate block(s) on the cover sheet attached to his/her battalion's schedule.

The selection of vacation periods earned for the upcoming calendar year shall take priority over all other earned periods of time off (including vacation periods carried over from

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555 the previous year). During the month of November each firefighter, based on seniority, shall have the opportunity in a department wide process to:

560 1. Select/decline their first two seven (7) day vacation blocks (to be completed during the first full week of November on their duty day starting Monday). If an employee is not present during this time frame, he/she needs to leave a list with the Battalion Chief of the dates he/she wishes to take, as well as a phone number, so the Battalion Chief can contact the employee if the dates he/she has asked for are not available. If the employee does not conform to this, he/she will forfeit their vacation selection and not be allowed to pick their vacation until after November 21st. Any employee who passes on their picks at this point or any other point in the vacation selection process will not be allowed to pick the remaining
565 vacation time until after November 21st.

570 2. After seven (7) years of service, select/decline their third seven (7) calendar day vacation block upon the battalion's completion of step 1 (to be completed on the first duty day of that week), and then,

3. After fifteen (15) years of service, select/decline their fourth seven (7) calendar day vacation block upon the battalion's completion of step 2. (Selection of fourth week block will be completed on the first duty day in the first week of November.)

575 If firefighters are changing battalion, they shall select vacations dates with the battalion they will be working with in the upcoming year.

580 Upon completion of the November selection process, the battalion cover sheet and vacation selection process shall be forwarded to the Deputy Chief and a copy posted in the Battalion Chief's office, at Engine 5 station and at Engine 2 station. Following the completion of the November selection process, the firefighters may randomly substitute/exchange up to two vacation block weeks (48 on-duty hours per week) for up to four individual vacation days (twenty-four hour on-duty shifts). The selection of individual vacation days shall commence no sooner than 11/21. All requests for earned time off including carried over vacation periods, etc.
585 for the upcoming calendar year shall not be accepted nor submitted prior to 07:00 hours on 11/21. All requests will be submitted through the Battalion Chief's Office. The requests shall be forwarded to a Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and the signature of the BC or his replacement.

590 Section 3 - Vacation Changes

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595 Any firefighter having declined to select a vacation period during the November process shall be allowed to select any unclaimed vacation period (less than two firefighters on vacation) for that calendar year. The request shall be forwarded to the Battalion Chief in written form including the date of the request, time of day the request was submitted (hours:minutes), and signature of the BC or his replacement. A firefighter's change of a previously selected vacation period will not be allowed if it causes replacement hiring to maintain the minimum staffing level per battalion on a day when a floating holiday has already been confirmed. A firefighter who requests vacation time that includes a day already approved as a floating holiday and that would 600 cause replacement hiring to maintain minimum staffing level per battalion on that day will be responsible to find a swap or have to forego the change in vacation.

605 Firefighters shall be entitled to change vacations up to a total of four times per calendar year provided that notice of such change is approved by the Battalion Chief. Approval or denial of the requested change shall be in written form. Such approval by a Battalion Chief shall not be unreasonably withheld.

610 A firefighter may accumulate an absolute maximum of 288 hours (six weeks @48 hours per week) at the end of any calendar year. If the hours exceed 288 hours, all unused hours will be forfeited, except if a firefighter is unable to take vacation due to an on-the-job-injury or extended sick leave. If a firefighter is unable to take vacation due to an OJI or extended sick leave, he/she can exceed the cap by 192 hours.

615 Section 5 - Floating Holidays

620 Each firefighter is entitled to choose and take off one floating holiday per calendar year. From 07:00 hours on the Friday after vacation selection through 11/20, firefighters shall either pick or pass on selecting their floating holidays. All requests will be submitted to the Battalion Chief's office in written form including the date of the request, time of day the request was submitted (hours:minutes), and the signature of the BC or his replacement. The BC will also sign, date and put time of submission on the form. The floating holidays may not be picked until after the vacations have been selected for that year. Choice of date must be made by written notice addressed to a Battalion Chief. No firefighter may choose a holiday on a day on which 625 his/her battalion would thereby be reduced below the apparatus staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given). The Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, or that it is denied because it would cause a reduction in force below the staffing level per apparatus, within twenty-four (24) hours of the request. The

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630 purpose of this provision is to allow the firefighter choosing a floating holiday to make advance plans for the enjoyment of that holiday, while minimizing the occasion on which the City will incur extra cost for replacement to maintain apparatus staffing.

635 Floating holidays may not be carried over from one year to another without the approval of the Chief. The Chief will consider any extenuating circumstances when approving or denying the carryover of floating holidays.

ARTICLE XI - Sick Leave

640 Section 1 - Use of Sick Leave

645 It is the expectation of the City of Auburn and I.A.F.F., Local 797 that firefighters will be available for duty. However it is recognized from time to time, a firefighter will be absent due to illness. Therefore firefighters shall accrue sick leave at a rate of thirteen (13) hours for each calendar month of service to be used for the firefighter's personal illness or for a member of the firefighter's "immediate family". For purposes of this article, "immediate family" is defined as a spouse, significant other, child, or parent. A firefighter absent because of any one or more of the foregoing reasons shall cause such fact to be reported to the officer in charge immediately. A firefighter shall also be entitled to sick leave when his/her disability arises out of or in the course of actual gainful employment outside the Fire Department, except when he/she is receiving worker's compensation for injury or illness. A firefighter on sick leave shall call in when he/she is able to return to duty.

655 Actual hours of sick leave used shall be charged against a firefighter for each workday that he/she is absent from duty for any of the reasons set out in the first paragraph of this Article.

Section 2 - Return to Work/Fitness for Duty

660 Any firefighter who is unable to work for eight (8) consecutive calendar days (counted beginning with the date of absence shown on the "Report of Absence" slip) or more due to personal injury or illness shall deliver a doctor's certificate before returning to work stating that the firefighter is fit for duty. The expenses, if any, for obtaining the doctor's certificate shall be borne by the City, including reimbursement to the firefighter within one (1) week of submission of a request for reimbursement with attached receipt. The officer on duty may require him/her to report to work if it is his/her regularly scheduled workday. Such returning firefighters shall be charged for sick leave on a pro-rated basis, and his/her replacement, if any, shall be paid on a pro-rated basis.

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Section 3 - Sick Leave Authentication

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Every Month, the Fire Chief, or his designee and the Union President will review the sick leave records to determine if there is a potential pattern of sick leave abuse. Such patterns might include but are not limited to the following be:

675

1. The firefighter uses sick days as soon as they are credited to him/her

2. High usage of sick leave for the firefighter or his immediate family without corresponding documentation as to the reasons for sick leave

680

3. Use of sick leave the shift before or the shift after scheduled vacation, floating holidays or swaps

4. Use of sick leave on the days for which leave had been previously requested, but denied

5. Use of sick leave on a particular day of the week

685

6. Use of sick leave which corresponds to an undesirable work assignment

7. Use of sick leave for a full 24 hour shift when the firefighter could have reported back to work for a partial shift

690

In any case, the Fire Chief or his designee may, in the exercise of his/her independent judgment, require further authentication of a claim for sick leave including a doctor's certificate as to the nature of the firefighter's disability and that he/she is unable to work. Authentication may also be requested to verify that a firefighter is required to care for a family member. The firefighter shall select the doctor from whom the certificate is to be obtained. Authentication must take place within 24 hours of the firefighter's call onto the sick list. This should take place at the doctor's office of the firefighter's choice if possible. If this is not possible, then authentication will be obtained from an emergency department. Any expenses incurred in obtaining a doctor's certificate shall be borne by the City. Pending receipt of such authentication, the City may withhold further sick leave payments.

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If the Fire Chief or his/her designee notes a pattern of potential sick leave as described above, he may require the firefighter to provide a doctor's certificate each subsequent work day the firefighter is on sick leave until such time as the pattern is no longer evident or the amount of sick leave is substantially reduced.

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Section 4 - Sick Leave Incentives

710 On a quarterly basis, the Union President and the Deputy Chief will assess the impact of the elimination of the Sick Leave Incentive Program on sick leave usage and will report back to the Labor Management Committee

Section 5 - Wellness Incentive Days

715 Firefighters who participate in the City of Auburn Wellness Incentive Program and who have earned a Wellness Day Off may take time off by calling into the Battalion Chief no earlier than 6:00 a.m. to determine if his/her shift is within the apparatus staffing for the day. If the shift does not have to hire extra personnel, the firefighter may have the shift off without being charged against his/her accrued sick or vacation leave. If the apparatus is at minimum staffing, the
720 firefighter may not use his/her Wellness Incentive Day on that day.

Section 6 - Sick Bank

725 The City Manager may from time to time authorize a sick bank for individual employees on a case-by-case basis if they meet certain criteria. If a firefighter voluntarily participates in a City-wide sick bank, the hours donated will be deducted from the firefighter's accumulated sick and/or vacation leave. The firefighter's participation will not affect his/her eligibility for perfect attendance as per Article XI Section 4.

730 **ARTICLE XII - Grievance Procedure**

Section 1 - Grievance Procedure

735 A grievance shall be defined as any dispute or disagreement raised by an employee in the bargaining unit or the City involving interpretation or application of the specific provisions of this collective bargaining agreement. Grievances, when presented by the Union to the City or by the City to the Union shall state in writing what provision of the collective bargaining agreement has been violated, and how the agreement has been violated, and shall state what the requested
740 remedy is. Grievances shall be settled as provided in the following sections.

Section 2 - Firefighters Grievance

Step 1. The aggrieved firefighter shall first meet with the individual(s) with whom he/she has the issue in order to determine all the facts and to attempt to resolve the issue before

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745 proceeding with the grievance. This meeting should be held as soon as reasonably possible.

Step 2. Any aggrieved firefighter shall submit his/her grievance to the Association.

750 **Step 3.** The Association may submit a grievance on its own behalf, or that of one or more of its members. Any such grievance will be submitted by delivery in writing to the Fire Chief. A grievance on behalf of less than all members of the Association shall be filed within thirty (30) calendar days after the aggrieved firefighter(s) knew, or should have known of the facts giving rise to the grievance. A grievance on behalf of the Association
755 itself, or of all of its members, shall be filed within thirty (30) calendar days after one or more of the Association elected officers knew, or should have known of the facts giving rise to the grievance. Any grievance not filed within the thirty (30) calendar days time limit or, under any circumstances, within one (1) year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed waived. The Fire
760 Chief shall issue a written response to the Association within ten (10) administrative working days of a receipt of a grievance.

Step 4. (Optional) If unsatisfied with the Fire Chief's action, the Association may request a meeting with the Assistant City Manager or Human Resources Director to review the
765 grievance. The meeting shall include all parties pertinent to the grievance and shall be held within ten (10) working days from the date of the Fire Chief's decision.

Step 5. If unsatisfied with the Fire Chief's action, or the steps as outlined in Step 4 above, the Association may appeal in writing to the City Manager within ten (10) administrative working days after receipt of the Fire Chief's decision (or ten (10) administrative working days after meeting outlined in Step 4 above). The City Manager will schedule and hear the appeal within ten (10) administrative working days after receipt of the notice of appeal. At this hearing the Association may present witnesses and evidence in support of their
770 position. The City Manager shall forthwith consider the appeal, witnesses and evidence and notify the Association of his/her decision within ten (10) administrative working days after the hearing takes place.
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Step 6. If unsatisfied with the City Manager's decision the Association, within ten (10) administrative working days after receipt of the City Manager's decision, may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to have a mediator appointed from the Panel of Mediators to assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for
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785 arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A. §965(5). Mediators appointed to grievances that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps and progress to Arbitration.

790 In the event the parties were unable to resolve the grievance, the grievance may be advanced to binding arbitration, by giving written notice of its intention to do so within ten (10) administrative working days after the conclusion of the mediation process. The parties shall agree upon a single neutral arbitrator *from the Maine Board of Arbitration and Conciliation (MBAC)* or if the parties are unable to agree, either party may request the 795 American Arbitration Association (AAA) to assign an arbitrator. The request to the *MBAC* or *AAA* must be made within thirty (30) days after the conclusion of the mediation process. The arbitration shall be in accordance with the Rules of the *MBAC* or the *AAA*. The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement. The arbitrator shall be requested to issue his decision within thirty (30) days 800 after the conclusion of the testimony and argument. The decision shall be final and binding upon the parties thereto although subject to appeal to the Maine Superior Court and Maine Supreme Judicial Court.

805 Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965.

Section 3 - City Grievance

810 The City shall notify the Association within thirty (30) days of the day it knows, or reasonably should have known the facts giving rise to the dispute. Any grievances not filed within the thirty (30) day time limit, or, under any circumstances, within one year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed waived. Within ten (10) administrative working days thereafter, the parties shall meet to attempt to resolve the matter at the Labor Management Committee.

815 If unsatisfied with the Labor Management process, the City within ten (10) administrative working days may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled 820 and take place prior to arbitration. To expedite the process, the requesting party may provide the

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estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A. §965(5). Subsequent and necessary action may be advanced within ten (10) administrative working days after receipt of the mediation process, whereby the parties were unable to effect a settlement of their controversy, by either party, pursuant to Title 26, M.R.S.A. §965(4),
825 Arbitration. Mediators appointed to controversies that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps to Arbitration. Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965, Obligation to bargain, as amended.

830 Section 4 - Extensions of Time Limits

Time limits provided herein may be extended by written agreement of the parties. Request for extension shall not unreasonably be withheld.

835 **ARTICLE XIII - Leaves**

40 The Auburn Fire Department and the City of Auburn have a proprietary interest in ensuring the safety and security of its staff, citizens, and visitors. To that end it is the goal of both stakeholders to limit the amount of time that firefighters are away from their apparatus or stations. Evidence has proven that the earlier a sufficient number of trained responders arrive to manage an incident, regardless of nature, the faster the incident will be controlled increasing the chances of a positive outcome.

845 Section 1 - Funeral Leave

850 Leave of absence without loss of pay and without loss of sick leave shall be granted to any firefighter for five (5) consecutive calendar days because of death of a spouse or child and three (3) consecutive calendar days because of a death in the immediate family, plus any actual travel time reasonably required to return from out-of-state. Immediate family shall be defined to include mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren and any other person living in the firefighter's household. Such leave shall commence not later than the date of interment. Any additional time needed
855 after the expiration of the three (3) day period shall be charged against the firefighter's sick leave. If the firefighter is unable to return to duty at the end of the five (5) or three (3) day period, he/she shall so notify the Battalion Chief on duty at Central Fire Station by the fifth or third day.

860 A firefighter may also be granted leave to attend the funerals of the persons not mentioned in the Article at the discretion of the Chief. If the firefighter takes more than six (6)

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hours for the funeral for an individual not specifically mentioned in the list above, the entire time will be charged against the firefighter's accrued sick leave.

Section 2 - Emergency Leave

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Any firefighter shall be permitted to leave immediately (without loss of pay) and without replacement on account of any emergency concerning his/her home or his/her family upon giving notice to the Battalion Chief or officer in charge, provided that he/she report within an hour after taking leave the amount of time that will be required to attend the emergency. Any time away from work in excess of one (1) hour will be charged to sick leave.

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Section 3 - Errand Leaves

Errand Leave is an unplanned leave for taking care of non-emergency personal business, such as going to the bank to cash a check. It is not meant for a long term absence of more than 15 to 30 minutes or for planned events. These are reasonable conditions to be imposed on errand leave to accomplish the needed task. The Battalion Chief and the Acting Battalion Chief may approve errand leave and have the right to impose other restrictions on this leave or may allow for longer leave if the reason makes sense. For normal errand leave 15 to 30 minutes will be the time limits to shoot for.

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Emergency leave is for an *emergency*, and not a leave to be used for in a planned event. Emergency leave is for those unplanned events that need your immediate attention such as an emergency concerning your family or your home.

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Section 4 - Association Meetings and Seminar Leave

A firefighter shall be granted leave of absence without loss of pay to attend meetings or seminars approved by the Association provided, however, that such leave shall not exceed an accumulated total of three (3) on-duty working days, and provided further, that the City shall not be required to grant such leave if a replacement would have to be obtained in accordance with the staffing requirements established in Article XV, Section 1 of this Agreement.

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ARTICLE XIV - Exchange of Shifts and Transfers

Section 1 - Exchange of Shifts

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900 Firefighters shall be permitted to exchange work shifts and off-duty shifts provided that:

1. Their replacements are qualified to perform their duties and provided,
- 905 2. Exchanges may be made for the purpose of engaging in gainful employment so long as such gainful employment involves activities directly related to the firefighter's job duties and/or professional development. Such an exchange must be pre-approved in writing by the Chief or his/her designee. Approved exchanges for gainful employment shall not count towards the bank referenced below.
- 910 3. An employee whose loaned time off is being repaid may perform such work as he/she usually performs when not on duty with the Fire Department.
- 915 4. Exchanges being made for the purpose of satisfying military service requirements or approved education and training, shall not be counted towards the bank referenced in number five below for either the firefighter initiating or fulfilling "pay-back" the swap
- 920 5. Each firefighter shall have a bank of 288 hours from which he/she may draw for exchange of shifts in excess of twelve (12) hours. Swaps of twelve (12) hours or less do not count toward the swap bank. Swaps referenced in #7 below may also not count at the discretion of the Chief or his/her designee.
- 925 6. No more than three (3) firefighters on any work shift may be granted such exchanges except that, in the discretion of the Battalion Chief, additional exchanges may be permitted provided their replacements are qualified and no weakening in the department's firefighting capacity will result.
- 930 7. A firefighter may not be allowed to participate in 24-hour exchanges of shifts which would cause him to be off-duty for more than four consecutive work cycles (a work cycle is defined as one 24 hour period on-duty followed by three 24 hour periods off-duty) unless approved by the Chief or his/her designee. Situations qualifying for such approval include but shall not be limited to military leave, educational endeavors, and extended illness/injury. F..
- 935 8. The Battalion Chief may approve swaps according to these guidelines except as noted elsewhere in this article.

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This exchange of twenty-four (24) hour shift limitation shall not affect vacation or other off-duty time provided for in this agreement and is not intended to prevent individuals from coordinating exchanges of shift with vacations or other off-duty time provided for in this agreement.

940

The limitation on the number of allowable exchanges of twenty-four hour shifts shall not affect occasions when the firefighter requests a swap for the purposes of attending a job-related seminar, course or other educational program, provided that the firefighter has the proper documentation as to the nature and schedule of the seminar, course, etc., and has received prior approval from the Chief or his designee.

945

If a firefighter who is due to work the shift of another on account of an exchange becomes ill or is injured off the job more than 24 hours prior to the time he/she is due to report for that shift, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If a firefighter who is due to work the shift of another is injured on the job more than seventy-two (72) hours prior to the time he/she is due to report for duty, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If such a replacement is not found, the firefighter shall be responsible for reimbursing the City in the amount of the difference between what his regular pay would have been for that shift and the amount actually paid to the person who replaced him/her.

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Section 2 - Transfers, Permanent Positions, Bidding, EMT Assignments

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1. Vacancies: When a permanent vacancy occurs in a position, transfers will be governed by the provisions of this article. As used in this article a "vacancy" shall mean a position not occupied due to death, retirement, transfer, resignation, dismissal, promotion of an incumbent or an unfilled newly created position. When a vacancy occurs rank for rank picking by seniority will be done within the battalion that has the vacancy. Only the affected rank will pick. If the selection creates a non-EMS unit, refer to Section 2-5.

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2. Establishing Permanent Positions: On the first Wednesday of every other October commencing in 2002, each member will be given the opportunity to pick his permanent assignment from any of the remaining positions in his rank. An Executive Committee member will assist the Deputy Chief in the administration of this transfer process. The most senior Battalion Chief will pick first having four (4) choices. The next senior Battalion Chief will have three (3) choices, etc., until all Battalion Chiefs have picked. The next picking will be done by the Captains, Lieutenants and the Privates observing the same procedure. After all members

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975 have picked according to the provisions of this section they will be in their permanent positions. If a member is not available to make this selection, a prioritized list of selections must be left in writing with the Deputy Chief. All transfers will take effect on the first Sunday in January.

980 **3. Bidding:** Every year (except when establishing permanent positions) during the last two weeks in September any member who would like to change his position shall put it in writing in a sealed envelope and submit it to the Deputy Chief. Those positions will be put into a pool and are the only positions up for bid. All bids will be awarded in order of seniority according to rank. Members who have not submitted their position to the pool will not be allowed to bid. Posting date will be October 1st, and will include all available positions and personnel by rank and seniority. Bidding will be done during the first two weeks in October.

985 **4. Seniority:** Transfers shall be rank for rank and seniority is defined as time in rank. "Time-in-rank" seniority is defined as the length of continuous service in their present rank from the date of promotion, less any adjustments due to approved leaves of absence without pay (unless otherwise agreed by the City Manager).

990 In the case of an officer who has been reduced in rank, that officer's time-in-rank seniority shall be considered to be the length of continuous service in that particular rank including the time the officer was in the rank from which he was reduced. If time in rank is equal, then time in the Department prevails.

995 **5. EMT Assignment Procedures:**

1000 (a) The rescue crew shall consist of a State of Maine licensed paramedic and at least a State of Maine licensed EMS provider.

(b) All pumps will have at least one State of Maine licensed EMS provider assigned to it.

(c) Paramedics will be distributed as equally as possible between the battalion.

1005 (d) If a pump/rescue does not have a State of Maine licensed EMS provider assigned to it after establishing permanent positions, the senior State of Maine licensed provider of the same rank on the battalion will be asked to go to the pump/rescue that is lacking a State of Maine licensed EMS provider. If he chooses that assignment he will bump the junior person of the same rank on that truck. The person who got bumped has the right to go to the firefighter on the battalion that he is most senior to and bump him, that following suit until everyone has a position. If he chooses, he can go to the vacant spot held by the State of

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1015 Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position continuing the same procedure as described above. This process will be repeated until all pumps/rescue have State of Maine EMS provider assigned to it. If the EMS position is not filled, the junior State of Maine EMS provider of the same rank on that battalion will assume that position.

1020 **6. Filling of a Temporary Vacancy:** This situation is intended to cover long term vacancies of one month or more such as leaves of absence, on the job injuries and/or extended sick leave a firefighter from an unaffected battalion may volunteer to fill the vacant position after the need for the vacancy has been posted. The specific criteria (such as rank and EMS licensure level) will be identified in the posting and only those that fit the criteria may apply. The vacancy will be
1025 posted for two work cycles (8 days). Any firefighter who would like to volunteer to fill the temporary vacancy shall do so in writing to the Deputy Chief. The most volunteer with the most seniority will be selected.

1030 Should no firefighter volunteer to fill the temporary vacancy, then the Chief will select a firefighter to do so from an unaffected battalion. Those firefighters filling temporary vacancies may take previously selected vacations and floating holidays, even though it will cause a decrease in the minimum apparatus staffing for those days. The Chief will take into consideration other types of negative impacts the firefighter may have when filling the temporary
1035 vacancy. The firefighter who is assigned to fill the temporary vacancy will go back to his previous assignment when the absent firefighter returns to the department or the vacancy becomes permanent. If the bidding for the temporary vacancy creates a non-EMS pump/rescue, refer to Sec. 2-5.

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ARTICLE XV - Recall to Work

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Section 1 - Off-Duty

Off-duty firefighters may be recalled to duty in the case of multiple alarms, major emergencies, or when staffing per apparatus is below the required level. The required minimum

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1050 staffing level for each structural engine company is three (3); aerial company is four (4) and one Battalion Chief. The City and the Association agree to reduce the aerial company requirement to three (3) upon implementation of additional EMS transport services, except that the Chief may increase the staffing requirements when conditions reasonably warrant his/her doing so.

1055 Staffing for other apparatus not listed above will be at the discretion of the Fire Chief or designee.

Stand-by duty shall no longer be required provided that a sufficient number of firefighters return to duty for multiple alarms or major emergencies. If a sufficient number of firefighters do not return to duty, in the judgment of the Chief, up to four (4) firefighters may be required to serve on stand-by. All firefighters will be called on multiple alarms and box 33's unless canceled by the Incident Commander.

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The firefighter will be notified of second alarms and/or Box 33's by telephone (primary notification) and/or by pager (secondary notification). Acknowledgment of arrival time occurs when the firefighter reports for duty at the station or substation and is logged on to the Battalion Chief's multiple alarm sheets.

1065

The time of work performed in the case of multiple alarms shall be computed from the time of notification based upon the nearest quarter hour; except that any firefighter reporting more than thirty (30) minutes after notification of the alarm shall be paid for work performed computed from actual reporting. Any firefighter must report within thirty (30) minutes from the time the firefighter is notified of a multiple alarm to be eligible for the three hours of time and a half for a minimum payment.

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Any firefighter responding to a multiple alarm arriving more than one (1) hour prior to the time that he/she would otherwise have been required to report for duty shall receive a minimum of \$50.00.

1075

1080 Section 2 - Replacement Coverage Turns

When staffing falls below requirements as set forth in Article XV, Section 1, replacements shall be obtained from the extra work list. When there is no EMT on duty and additional staff is required, the City shall recall an EMT as the name appears on the extra work list or compulsory work list. If there are no firefighters/EMTs willing to work, replacements shall then be obtained from the compulsory work list. Any firefighter or firefighter/EMT

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selected to work from the compulsory work list shall have the right to find his/her own replacement.

1090 When hiring replacement, the Department will follow the Rules for Overtime Hiring.

ARTICLE XVI - Health and Safety

Section 1 - Health Promotion Program and Employee Cost Share

1095 Firefighters and the City agree to implement a Health Promotion Program with the following goals:

- 1100 1. To promote wellness and health by rewarding employees and their dependents for healthy behavior that will encourage employees to develop and maintain healthy habits;
2. To reduce the overall need for health care services by City employees and their dependents; and,
- 1105 3. To slow the rate of increase in the City's health insurance premiums.

Employees (and the spouse if applicable) who participate in the Health Promotion Program and make their best efforts to achieve health management goals will pay a minimum of 15% of the monthly premiums. Employees who do not participate in the health Promotion Program will pay a maximum of 25% of the monthly premiums, as established by the Maine Municipal Employees Health Trust (or alternative health insurance carrier); regardless if the employee is in a single, single parent or family plan. Firefighters remaining on the indemnity plan will absorb the difference in the cost share between the point of service plan and the indemnity plan. The City will pay no more for the indemnity plan than for the Point of Service Plan. The employee's contribution will be withheld on a weekly basis, based upon 48 weeks in the calendar year.

1115 In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

A full description of the health Promotion Program is attached as Appendix A.

Section 2 - Health Insurance

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The Association recognizes the increasing cost of providing health insurance to employees. To assist the City in addressing this mutual concern, the Association will join with the City in its efforts to provide further education and information for members in regards to the use of MMEHT cost containment benefit guidelines.

1130

The City may change or offer alternative health insurance programs including, but not limited to insurance carriers, health maintenance organizations, preferred provider organizations, or to self-insure so long as the new or alternative coverage and benefits are substantially similar to the plan most recently provided to the membership and further provided that:

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1. The City, by written communication, notifies the Association, no less than sixty days prior to implementation, of the specific details of any changes or alternatives in health insurance.

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2. That the City, subsequent to the written notification but within sixty days, meets with the Association to discuss the changes or alternatives.

3. That any disagreement between the parties to this labor contract as to the changes or alternatives being "substantially similar" be resolved by arbitration.

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4. That such changes or alternatives shall not increase the financial burden places upon employees above the current level.

The City may institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains "substantially similar" to the current coverage and no financial burden is incurred by the employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

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The City shall provide adequate staff assistance to help firefighter's process claim forms, including mailing of claims and medical forms to health care providers.

Section 3 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

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Any firefighter may elect to waive coverage in the City's health insurance plan. Any firefighter waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

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1165 Any firefighter eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of five (5) months of health insurance premiums. Effective 7/1/05, the waiver payments will be made in twelve (12) monthly payments.

1170 A firefighter who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to five months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

1175 Firefighters who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to five (5) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City.

The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.

1180 A new firefighter who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

1185 If the firefighter wishes to be reinstated on the health insurance policy or change his/her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

1190 If a firefighter is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the firefighter shall repay the City the balance of the payment, pro-rated on a monthly basis.

1195 In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the firefighter must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions, which may be imposed by the health insurance carrier.

Section 4 - Extent of Coverage

1200 The extent of coverage provided under the existing insurance policies (including HMO and self-insured plans) referred to in the Agreement shall be governed by the terms and

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1205 conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in the Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement.

1210 Section 5 - Benefits Supplementing Workers' Compensation Benefits

1215 If a firefighter receives a personal injury or is disabled by occupational disease arising out of and in the course of his/her employment by the City, the City will, provided that the provisions of this Article are met by the firefighter, continue his/her full contract wages and other benefits, without interruption or waiting period, so long as he/she is incapacitated to perform firefighter's work as a result of the personal injury or occupational disease. The City has the right to contest a worker's workers' compensation claim. Such a claim will be appealed and resolved according to the procedures provided by the workers' compensation statutes and regulations.

1220 An aggrieved firefighter may seek relief only under the Workers' Compensation Act before the Workers' Compensation Commission. In the event of a final decision by the Workers' Compensation Commission that the firefighter's injury or illness arose out of and in the course of his/her employment with the City, and incapacitated him/her for his/her work as a firefighter, then, in addition to benefits payable under the Workers' Compensation Act, the City shall provide the firefighter all additional benefits due under this contract, if any, retroactive to the date of incapacity. No firefighter shall receive any combination of benefits from the City or its Workers' Compensation carrier, including, but not limited to sick pay and vacation pay, which benefits total more than such employee's benefits under this contract, or the Workers' Compensation Act, whichever is greater. No firefighter shall lose sick pay benefits during time he/she is entitled to benefits under this section.

1235 The firefighter who is receiving or claims benefits under this Article shall, if requested by the City, promptly file a claim for Worker's Workers' Compensation benefits. Otherwise, the employee may exercise rights under Workers' Compensation Act as he/she wishes, or not. If a claim for Workers' Compensation benefits is not filed within thirty (30) days after receipt of a written request making reference to this provision in the contract, then the City may terminate wages provided under this Article unless and until the firefighter files the requested claim.

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1240 Upon filing a claim for continuation of wages under this Article, the firefighter shall, upon request by the City, execute a certificate authorizing the City to obtain in writing from any physician, osteopath, chiropractor, or any other health care provider, any written information which is or has been obtained in connection with the examination or treatment of the employee and which relates to any injury or disease for which compensation is claimed.

1245 The City shall have, for any benefits paid a firefighter pursuant to this Article, the identical lien and rights as against third parties and the firefighter as the City or its insurance carrier may give as regards worker's compensation benefits under 39 M.R.S.A. §68. At the request of the City, the firefighter shall sign such documents and perform such acts as are
1250 reasonably required in order to effectively subrogate the City to the firefighter's claim(s).

The rights of the City and the firefighter under this Article are in addition to and not limited by the Worker's-Workers' Compensation Act of the State of Maine and regulations issued pursuant thereto.

1255 Section 6 - Expense of Injury or Illness

The City shall pay all hospital, medical, and surgical expenses incurred by any firefighters on account of injury or illness arising out of and during the course of their
1260 employment; except that it shall not be required to pay for any such expenses which are covered by insurance provided by the City or otherwise assumed by the City.

Section 7 - Light Duty Return to Work

1265 The City and Local 797, IAFF agree to continue the Light Duty Return-to-Work Program for firefighters. The goal of the program is:

1. To assist the firefighter in the return to his/her pre-injury position with the Fire Department;
- 1270 2. To provide some "connectedness of the firefighter to the Department;
3. To speed the recovery process;
- 1275 4. To provide for meaningful work for the Department and the Firefighter;
5. To make maximum use of the Firefighter's skills and abilities. To that end, the City has defined specific work assignments or light duty activities that will be made available to

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1280 employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting duties.

1285 a. No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for his/her injury, illness, or absence from work.

b. The individual participating in the light duty program will not count toward the minimal apparatus staffing level on duty for that shift.

1290 c. The injured employee will not be required to work on any other shift that his battalion would normally work, unless mutually agreed between the firefighter and the City. If mutually agreed between the firefighter and the City, the firefighter will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F) or an alternative flexible schedule to be determined on a case by case basis. It is understood that any alternate schedule will be based upon an average of a 42 hour work week. The firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the firefighter.

1300 d. The employee on light duty will receive full pay and benefits as provided by Article XVI Health and Safety, Section 5. Benefits Supplementing Workers' Compensation Benefits.

1305 e. In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Deputy Chief, the Battalion Chief on-duty and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty

1310 At the end of each shift, the firefighter on light duty will provide a description of the activities performed during the shift and will turn this record into the Battalion Chief at the end of each shift

1315 f. The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status,

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whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.

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g. The hours worked on light duty will be turned into the City's ~~worker's~~ workers' compensation claims manager weekly in order that the ~~worker's~~ workers' compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as the firefighter will endorse the ~~worker's~~ workers' compensation check over to the City as is current practice.

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h. No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for his/her determination that the proposed duties are within the employee's work capacity.

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I. Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

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i. Participation is on a voluntary basis;

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ii. The firefighter has exhausted his accrued sick leave;

iii. There is a light duty position available. Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

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iv. The firefighter may be in light duty capacity for a maximum of three months, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular duty, whichever is soonest.

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v. Firefighters on light duty due to an off-the-job illness or injury will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F).

vi. Firefighters on light duty due to an off-the-job illness or injury will receive payment only for those hours actually worked.

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j. The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

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Section 8 - Damage to Glasses and Teeth

The City shall pay all expenses incurred by a firefighter for loss or damage of eyeglasses, false teeth, and hearing aids while on an emergency call. This benefit shall not diminish any benefits available under the Workers' Compensation Act.

1365

Section 9 - Department Physician

The City of Auburn may retain a department designated physician to be the primary contact for all work related injuries, to oversee the Respiratory Fitness Program and for other situations when in the judgment of the Fire Chief, medical consultation regarding a firefighter's fitness for duty is needed.

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In recognition of the essential job functions, which require the firefighter to be in good physical condition, the City and the firefighter have mutual interest in the firefighter's overall health and well-being. Firefighters are strongly encouraged to have regular exams on a schedule set forth by their primary care physician and to discuss with their primary care physician the physical demands of their profession. The City offers a comprehensive health insurance package, as well as an Employee Assistance Program and Wellness related programs, which defray the costs of annual medical exams and follow-up treatment.

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Section 10 - Substance Abuse Testing Program

The City of Auburn and Local 797 will reach agreement on all sections of the Substance Abuse Testing Policy for firefighters before it is submitted to the Department of Labor for approval. If the Substance Abuse Testing Policy is found not to be in compliance with state statutes, the City and the Union agree to reopen the contract for purposes of renegotiating only those specific sections of the Substance Abuse Testing Policy found not to be in compliance. These sections will be resubmitted to the Department of Labor for approval.

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No substance abuse test will be administered until the Substance Abuse Testing Policy for firefighters (attached as an addendum to this contract) has been approved by the Department of Labor and all regulations pertaining to implementation have been met.

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1395 Section 11 - General Safety

The Health and Safety Team will continue to consider and make recommendations on safety issues.

1400 **ARTICLE XVII - Separation from Department**

Section 1 - Retirement

1405 The members of the Auburn Fire Department participate in the Maine State Retirement System Consolidation Plan -- Special Plan II. Firefighters shall be eligible to retire after twenty-five (25) years of service as defined by Maine State Retirement System.

Section 2 - Vacation Cashout

1410 If a firefighter separates from the department with accrued and unused vacation hours, he/she will be entitled to "cash out" the unused vacation hours according to the following parameters:

1. Up to 288 hours.
- 1415 2. Up to 480 hours if on OJI or extended sick leave.

Upon separation, if the firefighter's vacation bank is in the negative, the hours will be deducted from the firefighter's last paycheck.

1420 For purposes of "cashing out" unused vacation time, each period/week of vacation time shall be calculated as being equivalent to forty-two hours at the firefighters regular rate of pay. A vacation hour is equivalent to .875 pay hours (48 times .875 equals 42 hours at regular rate of pay).

1425 Section 3 - Cashout of Accrued Sick Leave

1430 One-half (1/2) of the accumulated sick leave, subject to a maximum of 720 hours, shall be paid the firefighter upon involuntary separation or retirement, resignation with ten (10) years or more of service with the City of Auburn. In the event of a non-work related death of a firefighter, 50% of the accrued sick leave up to a maximum of 720 hours will be paid to the firefighter's beneficiaries. In the event that a firefighter dies in the line of duty, 100% of the

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1435 firefighter's accumulated sick leave will be paid to the firefighter's beneficiary. The City's obligations in this regard shall be satisfied by payment, in the discretion of the Manager, to the deceased's estate, his/her administrator or executor, or his/her widow/widower or children, or other person(s) designated in writing by the deceased.

Section 4 - Compensatory Time

1440 Any accrued but unused compensatory time will be paid to the firefighter upon separation from the department.

Section 5 - Uniform Reimbursement

1445 The balance in the uniform reimbursement account will be paid in cash in the event of the firefighter's separation from service (retirement, resignation etc.). Any cash payment from this account will be taxed.

1450 Upon termination of employment, the department member, except those whose employment date was prior to April 1, 1971, or after October 1, 1979, shall reimburse the City for that portion of the clothing allowance paid but not earned. The earned portion of clothing allowance shall consist of the number of months in the final year of employment that a person has been on duty. In this instance, "on duty" refers to separation date from the department.

1455

Section 6 - Lay-offs

1460 **Lay-off** – In the event it becomes necessary for the City to lay-off firefighters for any reason(s), the firefighters shall be laid off in the inverse order of seniority by rank. Any officer selected to be laid off may elect to accept a reduction in rank in which case the least senior member of the Department in the next lowest rank shall be laid off or reduced in rank if a lower rank is available. Any officer electing to accept a reduction in rank in lieu of a proposed lay-off must be qualified as determined by the Fire Chief to assume the duties of the new position. If there is a conflict between seniority during a lay-off and assignment of paramedics in accordance to Section 2-5 EMT Assignments, Section 2-5 of the contract shall have precedence.

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70 In the event the Department must make deep personnel cuts which result in lay-off of 50% of the firefighters, the Fire Chief will have complete discretion as to who will be laid off as long as he/she can demonstrate the reasons for his/her selections. Continuous time in the Department will be given the utmost consideration when these selections are made.

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If possible, the City will provide a two-week notice to the firefighters affected by the lay-offs.

1475 **Recall** – The firefighters who are laid off shall be placed on a recall list for a period of one year. Firefighters who are reduced in rank will be placed on a reinstatement list. If there is a recall, firefighters who are on the recall list shall be recalled or reinstated to their original rank in the inverse order of their lay-off or reduction in rank provided that they are presently qualified to perform the duties as determined by the Chief. The firefighters will be required to take a medical exam and a substance abuse test to determine if he/she is physically fit to perform the essential job functions of the job. It is the responsibility of the firefighter to provide the Fire Department and the Human Resources Department with a current address and telephone number. Notice of recall will be sent to the firefighter by certified mail. The firefighter has ten (10) working days to respond to the recall notice.

1485 No new firefighters will be hired within this one-year period unless all the laid-off firefighters have been afforded the recall.

ARTICLE XVIII - Miscellaneous Provisions

1490 Section 1 - Uniform Reimbursement Policy

1495 The City will establish a reimbursable uniform account similar to the Wellness Account. An amount equal to the following amounts will be credited to the firefighter on July 1st of each year:

 Probationary and Permanent Firefighter – \$310.00
 Captain -- \$335.00
 Battalion Chief -- \$335.00

1500 In addition to the above, the City will purchase full dress uniforms for those members of the department required to wear such uniforms at any time. The City will reimburse the firefighter \$100.00 toward the purchase of a new uniform jacket on a one time basis only.

1505 a. Procedures for submitting bills: The firefighter will purchase the uniforms as per the attached list and then submit the receipts to the AFD administrative office personnel. The administrative personnel will forward the receipts to the Finance Department for reimbursement to the firefighter.

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- 1510 b. Accrual: The entire uniform credit does not have to be drawn down completely each year. The unexpended balance in the uniform account may roll over from one year to the next. In this way, the firefighter may use the accrual from more than one year to make large infrequent uniform purchases such as structural firefighting boots. The Labor Management Committee will monitor the usage of the uniform reimbursement account. If it appears that
- 1515 firefighters are not drawing down the balance in the accounts over a two to three year period, then the Labor Management Committee will consider the implementation of caps on the maximum amount that can be carried over from one year to the following year (uniform accrual).
- 1520 c. List of approved uniform items: The firefighter may submit receipts for reimbursement for uniform clothing as specified in the uniform policy in the AFD Employee Handbook. Items purchased through the uniform reimbursement account must meet IRS regulations in order to be tax exempt. This list is subject to change if the Department uniform policy changes.

1525 Section 2 - Use of Telephones

- Firefighters shall be permitted to have the use of one (1) telephone line at the Central Fire Station (plus one (1) extension), Engine 2 and Engine 5 for outside calls, provided that such calls shall be limited to a reasonable time. As of January 1, 1982, the Association will be responsible
- 1530 for long distance charges incurred on the private phone line at the Central Fire Station, Engine 2 and Engine 5.

Section 3 - Association Meetings

- 1535 The Auburn Firefighters Association shall be permitted to hold regularly scheduled meetings at the Central Fire Station but substation firefighters shall not be called in by the Association. The Association shall also be permitted to hold four (4) meetings per year at the Central Fire Station at which all units shall be allowed to attend. In addition to the above, the Association shall be granted the right to hold additional meetings at Central Station where such
- 1540 are required solely for the purpose of submitting a proposed collective bargaining agreement to the membership for ratification and to include all units at such meetings. The Chief shall be notified of any such special meetings in advance.

Section 4 - Written Reprimands

- 1545 A written reprimand which has not previously been the subject of a hearing shall not be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the

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1550 Chief thereafter places the written reprimand in the member's personnel file, he/she shall also include the reply. Two years after the incident, a firefighter may submit a request to the Chief that single incidents be purged from his/her file, such request to be determined by a three member committee composed of: The City Manager or designee, the Chief of the Fire Department, and the Association President or designee (who shall serve on the committee only at the request of the individual).

1555

Section 5 - Indemnity

1560 The City agrees to protect, save harmless, and indemnify a firefighter from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by him/her or for which he/she may be held or become liable by reason or injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold him/her liable therefore in connection with the performance of his/her duties as a firefighter, including, without limitation on the foregoing, the operation of Fire Department vehicles and apparatus.

1565 Section 6 - Residence of Firefighters

Firefighters may live in any location. The lack of a residency requirement may be re-evaluated in terms of impact on the department.

1570 Section 7 - Jury Duty and Court Appearances

1575 Requirements of jury duty for firefighters shall be as outlined in the Administrative Manual of the City of Auburn, however, if the firefighter is excused by the court for any reason, he/she shall be required to return promptly thereafter unless the time of release is less than one hour of the time the firefighter tour of duty is scheduled to end.

1580 Fire Department personnel covered by this Agreement required to make an off-duty attendance at court for purposes directly related to their work as Auburn Firefighters shall receive a minimum of three (3) hours pay at his/her regular base hourly rate for each such attendance or time and one-half (1 1/2) his/her regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by firefighters for attendance at any court or official hearing while on duty or if called while off-duty for a work related matter shall be paid to the City.

1585 ARTICLE XIX - Fire Prevention Officer

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NFPA Standards and Rules as it applies to inspections, reference, enforcement, and review as it pertains to plans review, building, construction and code enforcement may be conducted by planning/code enforcement staff.

1590

The Fire Prevention Officer will be paid according to the attached wage schedule. The Fire Prevention Officer's evaluation will be conducted on his/her anniversary date of hire.

1595

The Fire Prevention Officer will be entitled to the same tuition and books reimbursement as provided to other firefighters.

The Fire Prevention Officer will work the administrative work schedule -- 8:00 a.m. to 4:30 p.m. Monday through Friday.

1600

Flextime –

The purpose of flex time is to allow some flexibility in the FPO's work schedule so that he/she can more effectively meet the demands of his/her job that occur outside normal business hours.

1605

Flextime will not be awarded on a strict hour for hour basis; rather, the AC and the FPO will meet after the event to determine how much flextime is appropriate.

1610

The FPO will make every attempt to submit a verbal request for flextime off to the AC as soon as possible so that administration can plan for the absence of the FPO.

Overtime –

1615

Overtime will be paid to the FPO at the rate of 1 and ½ times his/her normal rate of pay. A minimum of 3 hours of overtime will be paid when he/she is called before 7:00 am or after 4:30 pm on a normal working day, or for fire investigations occurring anytime during normally scheduled off duty time. The FPO will be compensated at the OT rate only for actual hours worked on all other call back situations.

1620

Overtime will be paid in the event that the Police Department, Chief, Deputy Chief, or an Acting/Battalion Chief requests that the FPO attend an emergency event outside his normal work schedule.

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1625 Upon receiving such a request, the FPO will make every attempt to contact the requestor and either resolve the issue over the phone or confirm that it is a situation that requires his attendance.

1630 A brief written explanatory report will be submitted to the A/C Deputy Chief along with a request for overtime payment. Upon approval, this will be forwarded to the Office Manager for payroll processing.

Should the situation in fact turn out not to warrant the presence of the FPO, this will be included in a brief report specified in #4 and appropriate action will be taken to educate the person who made the errant request.

1635 Overtime pay will not be withheld from the FPO in the event of an unnecessary request so long as the FPO complies with item 3.

The Fire Prevention Officer will receive the following holidays off with no additional compensation:

- 1640
- | | |
|--------------------------|--|
| 1. New Year's Day | 7. Columbus Day |
| 2. Washington's Birthday | 8. Veteran's Day |
| 3. Patriot's Day | 9. Thanksgiving Day and the day after |
| 4. Memorial Day | 10. Christmas Day |
| 1645 5. Independence Day | 11. Martin Luther King Day |
| 6. Labor Day | 12. Any one time national holiday
mandated by the President and
observed by other Auburn City
Departments |

1650 He/she will receive one personal day per contract year.

1655 Vacation accrual for the Fire Prevention Officer will be as follows: One day per month; 15 days per year after completion of the fifth year of employment; 20 days per year after completion of the 12th year of employment. The Fire Prevention Officer may accumulate, up to a maximum of 30 days.

The Fire Prevention Officer will accumulate one sick day (7.5 hours) per month up to a maximum of 150 days. The Fire Prevention Officer may cash out one half of accumulated sick

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1660 leave up to a maximum of 75 days conditional upon him/her having 10 or more years of employment with the City of Auburn.

The Fire Prevention Officer may also take Wellness Days, if earned through the City's Wellness Program. He must schedule Wellness Days off through the Deputy Fire Chief.

1665 The Fire Prevention Officer will annually be credited with \$385 in the uniform reimbursement account.

ARTICLE XX - Duration of the Contract

1670 This agreement shall be effective upon execution and shall continue in force and in effect from January 1, 2012 until December 31, 2012. All references to minimum staffing per apparatus will be effective November 4, 2012. The city and association agree the minimum staffing remain as interpreted and applied by the city until November 4, 2012.. The provisions
1675 hereof shall remain in effect after that termination date if the parties are engaged in collective bargaining, mediation, fact-finding, or interest arbitration pursuant to the Maine Public Employees Labor Relations Act, or legal action relating thereto. No interest arbitration decision shall be given retroactive effect unless it is determined by reference to the facts and
1680 circumstances surrounding the negotiation that retroactive application would be just. In that case, the decision shall be made retroactive to the extent State law gives the arbitrator the power to make it so.

ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances

1685 The City may adopt such rules, regulations, ordinances, or charter provisions as it deems necessary for the operation of the Fire Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement. Any disagreements between the City and the Association as to whether or not a particular rule, regulation, ordinance conflicts with this Agreement shall be resolved by the arbitration procedure as outlined in Article
1690 XII of the Collective Bargaining Agreement.

To the extent any rule, regulation, or ordinance is found to be inconsistent with this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail to the extent of the inconsistency.

1695 The President of the Association shall receive a copy of all departmental orders and notices and copies of proposed changes in the Administration Manual.

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1700

ARTICLE XXII - Active Agreement

1705

The contract may be changed during the term of this agreement when (1) the members of the Labor Management Committee have reached consensus and agreed to discuss any particular change(s) in the contract; and (2) the Union and the City Council have voted to make the change that was discussed and is being proposed by the Labor Management Committee.

1710

ARTICLE XXIII - Savings Clause

1715

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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1720

IN WITNESS WHEREOF, the City of Auburn has caused its corporate seal to be affixed to this instrument, and has caused this instrument to be signed for it and in the name of its appropriate municipal authorities and by its duly authorized officials as set forth below, and Auburn Firefighters Association, Local No. 797, of the International Association of Firefighters, A.F.L.-C.I.O. has caused this instrument to be signed by its President, thereunto duly authorized, on the date first above mentioned.

1725

Witnesses: City of Auburn

1730

By: _____

Clint Deschene
Its City Manager

1735

Auburn Firefighters Association, Local
797 of the International Association of
Firefighters A.F.L.-C.I.O.

1740

By: _____

Craig Bouchard
Its President

1745

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Appendix A - Health Promotion Program

1750 The program seeks voluntary participation in a health promotion and health care management system which focuses primarily on prevention activities. The goals include:

- To improve the health of each employee, their spouse, and dependents through a personal risk assessment, continual education, and personal wellness plans;
- 1755 • By employees being actively involved in their overall healthcare and by focusing on prevention, the use of higher cost medical services may decline which will result in long term savings in health insurance premiums;
- To reward employees and their dependents for healthy behavior.

1760 Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and proper body weight. The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to individual's health risk analysis.

1775 A health care educator will be assigned and responsible to work with each and every member that signs up for the program (dependents are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

1780 After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

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1785 The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

1790 Health Care Advisory Team

1795 The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. There will be at least one fire fighter on the team. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

1800 Health Care Management Proposal

1805 The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, employees are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

1810 The components of the 10% health insurance premium savings is as follows:

- 1815 ▪ 3% savings when the employee agrees to participate in a Health Risk Assessment, a physical examination by personal physician including the prescribed lab/x-rays;
- 3% savings when the employee agrees to participate in an exercise program agreed to by the Health Care Educator in conjunction with the employee's physician;
- 2% savings for nonsmokers and those who quit smoking;
- 2% savings for participation in a weight management program.

1820 The total adjustment to the employee's health insurance cost share will not exceed 10%.

Health Promotion Program and Health Insurance Cost Share

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1825 The employee cost share for firefighters who do not participate in the Health Promotion
Program will be 25%. Employees who are participating in the Health Promotion Program are
expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals:
First, to improve the health of each employee through risk assessment and education; second, to
reduce the long-term cost of health insurance for each employee and the City. The use of credits
is not intended by the City to be a primary source of savings, but as an instrument to make the
1830 program important and meaningful. As such, an employee who makes a 'best effort' but falls
short of fully meeting their goals will not be penalized, providing, however, that the following
three criteria are met:

- a. the employee has participated in the Health Risk Assessment;
- 1835 b. has made reasonable progress and improvement since the last measurement;
- c. has been recommended by their health care provider/educator as having made their 'best
effort'.

1840 The City will meet and discuss with the Union in all cases it deems an employee to not
have met this standard. Each case shall be decided on an individual basis and shall not be used
as a reference in any way for any other employee.

1845 At all time, the employee Primary Care Physician (PCP) shall be responsible for
establishing and /or modifying appropriate goals. The Health Care Educator shall be
responsible, in consultation with the employee's PCP, to determine the appropriate activities to
meet such goals and to determine whether or not the employee has made a 'best effort'. In the
event of a conflict between the PCP and the Health Care Educator, the employee's PCP shall
have final say in re-determining and/or modifying previously established goals.

1850 Medical Spending Account

The City will provide funding for a Medical Spending Account for each firefighter which can be
used for office visit co-payments, lab work, diagnostic testing, and prescriptions, etc. The City
will contribute \$400 to the Medical Spending Account. In addition the employee may increase
1855 the funds in the Medical Spending account by making additional contributions through payroll
deductions.

Wage Schedule

1860 Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated
July 1, 2012 to December 31, 2012.

FIREFIGHTER WAGE SCHEDULE January 1, 2012 to December 31, 2012

Grade	Rate	Month															
		1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	13th	14th	15th	
PRIVATES	Annual	\$31,817.59	\$32,772.11	\$33,755.28	\$34,771.94	\$35,817.97	\$36,898.30	\$37,991.86	\$39,103.62	\$40,230.57	\$41,379.73	\$42,547.18	\$43,729.92	\$44,924.05	\$46,135.57	\$47,359.47	\$48,592.74
	Weekly	\$611.88	\$630.23	\$654.14	\$678.05	\$703.92	\$730.36	\$757.99	\$786.63	\$815.39	\$844.28	\$873.31	\$902.49	\$931.81	\$961.27	\$990.88	\$1,020.55
	Hourly	\$14.56885	\$15.00555	\$15.45572	\$15.92947	\$16.42680	\$16.94781	\$17.49261	\$18.06220	\$18.65669	\$19.27608	\$19.92137	\$20.59256	\$21.29065	\$22.01664	\$22.77153	\$23.55632
PVT/BASIC	Annual	\$33,984.49	\$34,939.02	\$35,922.18	\$36,934.84	\$37,977.88	\$39,050.20	\$40,152.78	\$41,285.52	\$42,442.47	\$43,619.64	\$44,822.02	\$46,045.60	\$47,295.38	\$48,567.36	\$49,856.54	\$51,168.92
	Weekly	\$653.55	\$671.80	\$690.81	\$710.29	\$730.34	\$750.90	\$772.02	\$793.71	\$815.98	\$838.84	\$862.28	\$886.30	\$910.91	\$936.11	\$961.90	\$988.28
	Hourly	\$15.5807	\$15.9977	\$16.4441	\$16.9208	\$17.4288	\$17.9681	\$18.5396	\$19.1434	\$19.7805	\$20.4518	\$21.1574	\$21.8983	\$22.6746	\$23.4873	\$24.3374	\$25.2250
PVT/INTERMEDIATE	Annual	\$35,067.30	\$36,021.83	\$37,004.99	\$38,017.65	\$39,060.69	\$40,133.01	\$41,234.57	\$42,361.33	\$43,519.28	\$44,704.44	\$45,922.90	\$47,171.66	\$48,447.72	\$49,757.18	\$51,107.14	\$52,492.60
	Weekly	\$674.37	\$692.73	\$711.63	\$731.11	\$751.17	\$771.83	\$793.11	\$815.03	\$837.60	\$860.85	\$884.81	\$909.47	\$934.84	\$960.92	\$987.72	\$1,015.25
	Hourly	\$16.0565	\$16.4935	\$16.9437	\$17.4073	\$17.8949	\$18.4064	\$18.9429	\$19.5054	\$20.0959	\$20.7154	\$21.3649	\$22.0444	\$22.7549	\$23.5074	\$24.2929	\$25.1114
PVT/PARAMEDIC	Annual	\$36,150.11	\$37,104.63	\$38,087.80	\$39,100.46	\$40,143.49	\$41,217.82	\$42,324.38	\$43,461.14	\$44,628.09	\$45,822.25	\$47,049.61	\$48,315.17	\$49,623.93	\$50,971.99	\$52,365.35	\$53,799.01
	Weekly	\$695.19	\$713.55	\$732.46	\$751.93	\$771.99	\$792.65	\$813.93	\$835.85	\$858.42	\$881.66	\$905.63	\$930.30	\$955.70	\$981.87	\$1,008.83	\$1,036.59
	Hourly	\$16.5522	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355	\$17.4355
LIEUTENANTS	Annual	\$38,331.33	\$39,481.27	\$40,665.70	\$41,885.68	\$43,142.25	\$44,436.51	\$45,769.61	\$47,142.70	\$48,556.98	\$50,013.69	\$51,514.10	\$53,059.52	\$54,645.94	\$56,270.36	\$57,930.78	\$59,633.20
	Weekly	\$737.14	\$759.26	\$782.03	\$805.49	\$829.68	\$854.55	\$880.18	\$906.59	\$933.79	\$961.80	\$990.66	\$1,020.38	\$1,050.96	\$1,082.38	\$1,114.64	\$1,147.74
	Hourly	\$17.5910	\$18.0775	\$18.6198	\$19.2178	\$19.7825	\$20.3464	\$20.9688	\$21.5855	\$22.2330	\$22.9000	\$23.5970	\$24.2947	\$24.9924	\$25.7200	\$26.4775	\$27.2650
LT/BASIC	Annual	\$40,498.23	\$41,648.17	\$42,832.61	\$44,052.58	\$45,309.15	\$46,603.42	\$47,936.51	\$49,309.60	\$50,723.88	\$52,180.59	\$53,681.99	\$55,228.98	\$56,821.56	\$58,459.74	\$60,142.52	\$61,870.90
	Weekly	\$778.81	\$800.93	\$823.70	\$847.16	\$871.33	\$896.22	\$921.86	\$948.26	\$975.46	\$1,003.47	\$1,032.33	\$1,062.08	\$1,092.74	\$1,124.30	\$1,156.77	\$1,190.14
	Hourly	\$18.5431	\$19.0097	\$19.6120	\$20.2708	\$20.9859	\$21.7588	\$22.5400	\$23.3299	\$24.1281	\$24.9350	\$25.7509	\$26.5761	\$27.4110	\$28.2559	\$29.1110	\$29.9763
LT/INTERMEDIATE	Annual	\$41,581.04	\$42,730.98	\$43,915.42	\$45,135.39	\$46,391.96	\$47,686.22	\$49,019.32	\$50,392.41	\$51,806.69	\$53,263.40	\$54,763.89	\$56,309.38	\$57,899.26	\$59,533.54	\$61,212.82	\$62,938.10
	Weekly	\$799.64	\$821.75	\$844.53	\$868.09	\$892.15	\$917.00	\$942.68	\$969.08	\$996.28	\$1,024.30	\$1,053.15	\$1,082.87	\$1,113.46	\$1,144.92	\$1,177.26	\$1,210.48
	Hourly	\$19.0389	\$19.5855	\$20.1078	\$20.6984	\$21.2417	\$21.8344	\$22.4447	\$23.0724	\$23.7181	\$24.3830	\$25.0673	\$25.7714	\$26.4957	\$27.2398	\$28.0041	\$28.7884
LT/PARAMEDIC	Annual	\$42,663.85	\$43,813.79	\$44,998.23	\$46,218.20	\$47,474.77	\$48,768.03	\$50,102.13	\$51,476.22	\$52,889.50	\$54,343.97	\$55,839.64	\$57,377.61	\$58,957.98	\$60,580.75	\$62,246.92	\$63,956.49
	Weekly	\$820.48	\$842.57	\$865.35	\$888.78	\$912.98	\$937.87	\$963.46	\$989.81	\$1,016.95	\$1,044.89	\$1,073.64	\$1,103.21	\$1,133.61	\$1,164.84	\$1,196.91	\$1,229.82
	Hourly	\$19.5347	\$20.0813	\$20.6038	\$21.1922	\$21.7375	\$22.3307	\$22.9818	\$23.5912	\$24.2592	\$24.9861	\$25.6721	\$26.4174	\$27.2224	\$28.0874	\$28.9124	\$29.7974
CAPTAINS	Annual	\$42,529.78	\$43,805.67	\$45,119.84	\$46,473.44	\$47,867.64	\$49,303.67	\$50,782.78	\$52,306.28	\$53,875.45	\$55,491.72	\$57,156.47	\$58,871.18	\$60,637.34	\$62,454.44	\$64,322.98	\$66,243.56
	Weekly	\$817.88	\$842.42	\$867.69	\$893.72	\$920.53	\$948.15	\$976.59	\$1,005.89	\$1,036.07	\$1,067.15	\$1,099.18	\$1,132.14	\$1,166.10	\$1,201.06	\$1,237.02	\$1,273.98
	Hourly	\$19.4733	\$20.0575	\$20.6893	\$21.2790	\$21.9174	\$22.5749	\$23.2522	\$23.9498	\$24.6682	\$25.4083	\$26.1705	\$26.9557	\$27.7643	\$28.5964	\$29.4510	\$30.3284
CAPT/BASIC	Annual	\$44,696.68	\$45,972.57	\$47,298.74	\$48,664.34	\$50,034.54	\$51,470.57	\$52,949.68	\$54,473.17	\$56,042.55	\$57,658.62	\$59,323.75	\$61,038.60	\$62,793.80	\$64,589.96	\$66,427.68	\$68,307.56
	Weekly	\$859.55	\$884.09	\$909.36	\$935.39	\$962.20	\$989.82	\$1,018.26	\$1,047.56	\$1,077.74	\$1,108.82	\$1,140.84	\$1,173.82	\$1,207.76	\$1,242.64	\$1,278.46	\$1,315.22
	Hourly	\$20.4655	\$21.0497	\$21.6814	\$22.3612	\$23.0906	\$23.8691	\$24.6964	\$25.5722	\$26.4971	\$27.4719	\$28.4964	\$29.5703	\$30.6942	\$31.8681	\$33.0927	\$34.3678
CAPT/INTERMEDIATE	Annual	\$45,779.49	\$47,055.38	\$48,369.55	\$49,723.15	\$51,117.35	\$52,553.38	\$54,032.49	\$55,555.88	\$57,125.18	\$58,741.43	\$60,404.25	\$62,115.16	\$63,874.66	\$65,673.34	\$67,511.80	\$69,390.64
	Weekly	\$880.37	\$904.91	\$930.18	\$956.21	\$983.03	\$1,010.64	\$1,039.09	\$1,068.38	\$1,098.58	\$1,129.64	\$1,161.56	\$1,194.33	\$1,227.95	\$1,262.42	\$1,297.74	\$1,333.91
	Hourly	\$20.9613	\$21.5455	\$22.1472	\$22.7670	\$23.4054	\$24.0629	\$24.7402	\$25.4377	\$26.1552	\$26.9036	\$27.6827	\$28.4933	\$29.3353	\$30.2094	\$31.1164	\$32.0562
CAPT/PARAMEDIC	Annual	\$46,862.30	\$48,138.19	\$49,452.36	\$50,805.96	\$52,200.16	\$53,636.19	\$55,115.30	\$56,638.78	\$58,207.97	\$59,824.24	\$61,488.61	\$63,201.48	\$64,963.34	\$66,774.80	\$68,626.46	\$70,518.82
	Weekly	\$901.20	\$925.73	\$951.01	\$977.04	\$1,003.85	\$1,031.47	\$1,059.81	\$1,088.91	\$1,118.78	\$1,149.44	\$1,180.89	\$1,213.14	\$1,246.18	\$1,280.01	\$1,314.63	\$1,350.04
	Hourly	\$21.4571	\$22.0413	\$22.6430	\$23.2628	\$23.9012	\$24.5587	\$25.2359	\$25.9335	\$26.6519	\$27.3920	\$28.1542	\$28.9401	\$29.7506	\$30.5857	\$31.4463	\$32.3324
BATTALION CHIEFS	Annual	\$48,752.08	\$50,214.85	\$51,721.09	\$53,272.72	\$54,870.90	\$56,517.03	\$58,212.54	\$59,958.92	\$61,756.68	\$63,606.41	\$65,508.73	\$67,464.24	\$69,473.54	\$71,537.34	\$73,656.24	\$75,830.84
	Weekly	\$937.54	\$965.67	\$994.64	\$1,024.48	\$1,055.21	\$1,086.87	\$1,119.49	\$1,153.06	\$1,187.59	\$1,223.28	\$1,259.98	\$1,297.69	\$1,336.41	\$1,376.14	\$1,416.88	\$1,458.62
	Hourly	\$22.3224	\$22.9921	\$23.6818	\$24.3916	\$25.1214	\$25.8712	\$26.6419	\$27.4336	\$28.2464	\$29.0803	\$29.9453	\$30.8424	\$31.7715	\$32.7336	\$33.7287	\$34.7568
BC/BASIC	Annual	\$50,918.99	\$52,381.55	\$53,887.99	\$55,439.62	\$57,037.80	\$58,683.93	\$60,379.44	\$62,125.82	\$63,923.56	\$65,773.69	\$67,676.84	\$69,633.64	\$71,645.69	\$73,713.70	\$75,838.36	\$78,019.27
	Weekly	\$979.21	\$1,007.34	\$1,036.31	\$1,066.15	\$1,096.88	\$1,128.54	\$1,161.14	\$1,194.73	\$1,229.32	\$1,264.96	\$1,301.68	\$1,339.44	\$1,378.24	\$1,418.07	\$1,458.94	\$1,500.84
	Hourly	\$23.3146	\$23.9842	\$24.6740	\$25.3844	\$26.1182	\$26.8869	\$27.6903	\$28.5294	\$29.4043	\$30.3161	\$31.2658	\$32.2534	\$33.2790	\$34.3426	\$35.4443	\$36.5851
BC/INTERMEDIATE	Annual	\$52,001.80	\$53,464.36	\$54,970.80	\$56,522.43	\$58,120.61	\$59,766.74	\$61,462.25	\$63,208.63	\$65,006.39	\$66,856.18	\$68,758.64	\$70,714.40	\$72,724.07	\$74,788.24	\$76,906.51	\$79,079.48
	Weekly	\$1,000.03	\$1,028.16	\$1,057.13	\$1,086.97	\$1,117.70	\$1,149.36	\$1,181.97	\$1,215.55	\$1,250.12	\$1,285.77	\$1,322.47	\$1,360.20	\$1,398.96	\$1,438.75	\$1,479.56	\$1,521.39
	Hourly	\$23.8103	\$24.4800	\$25.1698	\$25.8798	\$26.6092	\$27.3582	\$28.1270	\$28.9158	\$29.7247	\$30.5537	\$31.4028	\$32.2721	\$33.1617	\$34.0717	\$35.0021	\$35.9530
BC/PARAMEDIC	Annual	\$53,084.61	\$54,547.17	\$56,053.61	\$57,605.24	\$59,203.42	\$60,849.55	\$62,545.06	\$64,290.46	\$66,086.36	\$67,933.34	\$69,831.11	\$71,780.37	\$73,781.82	\$75,836.16	\$77,944.19	\$80,106.62
	Weekly	\$1,020.88	\$1,048.98	\$1,077.95	\$1,107.85	\$1,138.58	\$1,170.14	\$1,202.54	\$1,235.79	\$1,269.90	\$1,304.89	\$1,340.77	\$1,377.54	\$1,415.20	\$1,453.75	\$1,493.19	\$1,533.52
	Hourly	\$24.3061	\$24.9758	\$25.6656	\$26.3760	\$27.1078	\$27.8615	\$28.6378	\$29.4367	\$30.2581	\$31.1021	\$31.9687	\$32.8580	\$33.7701	\$34.7050	\$35.6627	\$36.6432

*Firefighters must successfully complete performance evaluations in order to receive next higher step on the wage schedule.

Fire Prevention Officer Wage Chart

January 1, 2009 - November 30, 2009

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv
Annual	\$44,610.60	\$45,948.97	\$47,327.10	\$48,746.91	\$50,209.32	\$51,715.60	\$53,267.07	\$54,865.08	\$56,511.03	\$58,206.36	\$59,952.55	\$61,751.13	\$63,602.71	\$65,507.92
Weekly	\$857.90	\$893.83	\$910.14	\$937.44	\$965.56	\$994.53	\$1,024.37	\$1,055.10	\$1,086.75	\$1,119.35	\$1,152.93	\$1,187.52	\$1,223.11	\$1,258.69
Hourly	\$22,877.2	\$23,563.6	\$24,270.3	\$24,998.4	\$25,748.4	\$26,520.8	\$27,316.4	\$28,135.9	\$28,980.0	\$29,849.4	\$30,744.9	\$31,667.2	\$32,616.9	\$33,593.5

December 1, 2009 - December 31, 2009 (2% Wage Increase)

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv
Annual	\$45,502.81	\$46,867.95	\$48,273.64	\$49,721.85	\$51,213.51	\$52,749.91	\$54,332.41	\$55,962.38	\$57,641.25	\$59,370.49	\$61,151.61	\$62,986.15	\$64,874.58	\$66,816.54
Weekly	\$875.05	\$901.31	\$928.34	\$956.19	\$984.88	\$1,014.42	\$1,044.85	\$1,076.20	\$1,108.49	\$1,141.74	\$1,175.99	\$1,211.27	\$1,247.55	\$1,284.77
Hourly	\$23,334.8	\$24,034.8	\$24,755.7	\$25,498.4	\$26,263.3	\$27,051.2	\$27,862.8	\$28,698.7	\$29,559.6	\$30,446.4	\$31,359.8	\$32,300.6	\$33,270.6	\$34,279.5

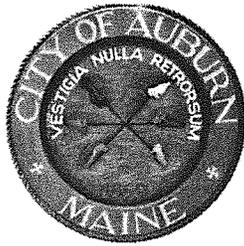
January 1, 2010 - December 31, 2011 (2% Wage Increase)

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv
Annual	\$46,412.87	\$47,805.31	\$49,239.12	\$50,716.29	\$52,237.78	\$53,804.91	\$55,419.06	\$57,081.63	\$58,794.08	\$60,557.90	\$62,374.64	\$64,245.88	\$66,172.64	\$68,155.94
Weekly	\$892.56	\$919.33	\$946.91	\$975.31	\$1,004.57	\$1,034.71	\$1,065.75	\$1,097.72	\$1,130.66	\$1,164.56	\$1,199.51	\$1,235.50	\$1,272.57	\$1,310.72
Hourly	\$23,801.5	\$24,515.5	\$25,250.8	\$26,008.4	\$26,788.6	\$27,592.3	\$28,420.0	\$29,272.6	\$30,150.8	\$31,055.3	\$31,987.0	\$32,946.6	\$33,934.5	\$34,950.7

January 1, 2012 - December 31, 2012 (2% Wage Increase)

	ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv
Annual	\$47,341.13	\$48,761.42	\$50,223.90	\$51,730.61	\$53,282.53	\$54,881.01	\$56,527.44	\$58,223.26	\$59,969.96	\$61,769.06	\$63,622.13	\$65,530.79	\$67,495.92	\$69,518.64
Weekly	\$910.41	\$937.72	\$965.84	\$994.82	\$1,024.66	\$1,055.40	\$1,087.07	\$1,119.68	\$1,153.27	\$1,187.87	\$1,223.50	\$1,260.21	\$1,298.02	\$1,336.92
Hourly	\$24,277.5	\$25,005.9	\$25,755.8	\$26,528.5	\$27,324.4	\$28,144.1	\$28,989.4	\$29,859.1	\$30,753.8	\$31,676.4	\$32,626.7	\$33,605.5	\$34,614.3	\$35,653.1

Tizz E. H. Crowley, Ward One
Robert Hayes, Ward Two
Mary Lafontaine, Ward Three
David Young, Ward Four



Leroy Walker, Ward Five
Belinda Gerry, At Large
Joshua Shea, At Large

Jonathan LaBonte, Mayor

IN CITY COUNCIL

ORDER 90-11052012

ORDERED that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with I.A.F.F. (International Association of Firefighters) Local 797 for January 1, 2012 through December 31, 2012.



City Council Information Sheet

City of Auburn

Council Meeting Date: November 5, 2012

Subject: Executive Session

Information: Discussion about personnel issues, pursuant to 1 M.R.S.A. §405(6)(A).

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 of personnel issues
 - B. Discussion or consideration by a school board of suspension of expulsion
 - 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. Labor contracts
 - E. Contemplated litigation
 - 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 in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.
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