

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the City Clerk



Council Meeting Agenda Packet

July 6, 2009

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City Council Meeting and Workshop July 6, 2009

"While your responsibility may
be individual, your authority is
collective" ¹

Agenda

5:30 p.m. Workshop

- A. Discussion: Continuation of Gritty's request
- B. Discussion: Agreement with United Re: Ambulance Service (Tentative)
- C. Discussion: Paper Streets

7:00 p.m. City Council Meeting

I. Consent Items – All items listed with an asterisk (*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.

II. Minutes

*070609-00 Minutes of June 15, 2009

III. Reports

Mayor

City Councilors

- **Michael Farrell:** Water Dist., L/A Jt. City Council Planning, Audit and Procurement, Neighborhood Stabilization Program Advisory Committee
- **Bob Hayes:** Railroad, Library, Audit and Procurement
- **Dan Herrick:** MMWAC, Auburn Housing
- **David Young:** A-L Airport, L/A Joint City Council Planning, Cable TV Adv Board
- **Ray Berube:** LAEGC, Planning Board, L/A Joint City/School, ABDC, AVCOG, 9-1-1
- **Bob Mennealy:** Sewer District, University of Maine L-A,
- **Ron Potvin:** School Committee, LATC, L/A Joint City/School

City Manager

IV. Communications, Presentations and Recognitions

*061509-00 Communication from West Auburn School Historical Society Re: Waive fee for Garage Sale Permit

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

VI. Unfinished Business

070609-01 Ordinance – Amendment to Chapter 29 – Large Scale Development (2nd Reading)

VII. New Business

070609-02 Resolve – Authorizing Tax Assessor to Abate Real Estate Taxes Re: Ideal Tag A Long Inc.,
575 Minot Avenue

070609-03 Ordinance – Chapter 32, Section 10 - Post Construction Stormwater Management (1st Reading)

070609-04 Resolve – Amendment to the Policy Regarding the Acquisition and Disposition of Tax Acquired
Property

070609-05 Executive Session – Labor Negotiations – Teamsters Local Union #340 – Public Works (Title 1,
Section 405, Subsection 6D, MRSA)

070609-06 Resolve – Authorize City Manager to Execute Contract with Teamsters Local Union #340 –
Public Works

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

IX. Future Agenda/Workshop Items

X. ADJOURNMENT

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

1. Discussion of personnel issues
2. Discussion or consideration of the condition, acquisition, or the use of real or personal property or economic development if premature disclosure of the information would prejudice the competitive or bargaining position of the body or agency.
3. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators.
4. Consultations between a body or agency and its attorney
5. Discussion 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.
6. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes
7. Consultations between municipal officers and a code enforcement officer relating to enforcement matter pending in District Court.

**CITY OF AUBURN
JUNE 15, 2009
CITY COUNCIL MEETING**

PRESENT

Mayor John T. Jenkins, Councilors Michael J. Farrell, Robert P. Hayes, Daniel R. Herrick, David C. Young, Raymond C. Berube, Ronald W. Potvin and Robert C. Mennealy, City Manager Glenn Aho, Assistant City Manager Laurie Smith, Finance Director Tracy Roy and City Clerk Mary Lou Magno. There were 27 people in the audience.

Mayor Jenkins called the meeting to order at 7:00 p.m. in the Council Chambers of the Auburn City Building with a salute to the flag.

CONSENT AGENDA

Councilor Berube moved to accept, approve and place on file the items marked with an asterisk. Seconded by Councilor Hayes. Vote: 7 Yeas.

***MINUTES OF JUNE 1, 2009**

Approved under consent agenda.

REPORTS OF THE MAYOR

BUSINESS APPRECIATION PROGRAM – MUSTARD’S LAST STAND

Woody Mawhinney and Jason Parker operate a Mobile Food Unit at the “Scenic Turnout” on Route 4 by the Lake Auburn Boat Launch know as “Mustard’s Last Stand”. Their hours of operation are Monday thru Friday 10:30 am – 2:30 pm. They sell Hot Dogs, Italian Sausage, Chips and Beverages.

APPOINTMENT TO 9-1-1 COMMITTEE

Mayor Jenkins appointed Councilor Berube to serve on the 9-1-1 Committee.

ANNOUNCEMENTS

Mayor Jenkins complimented staff for their efforts in the “Business to Business Trade Show”; he noted the TD Banknorth expansion in Auburn; and Peter Bushway and Doug Beck spoke about summer programs available at the Parks and Recreation Department.

REPORTS OF CITY COUNCILORS

Councilors reported on their respective Council Committee Assignments. Councilor Mennealy read a communication from Richard Trafton who is representing Dan Stearns, regarding Church Street paving.

REPORTS OF THE CITY MANAGER

FINANCE REPORT – MONTH OF MAY

Councilor Potvin moved to accept and place on file the Finance Report for the month of May as presented by Tracy Roy, Finance Director. Seconded by Councilor Berube. Vote: 7 Yeas.

COMMUNICATIONS, PRESENTATIONS, AND RECOGNITIONS

***COMMUNICATION FROM LIBERTY FESTIVAL COMMITTEE RE: MASS GATHERING REQUEST**

Approved under consent agenda.

OPEN SESSION

Kelly Matzen read a communication from Richard Trafton regarding Church Street Paving.

CLOSED OPEN SESSION

UNFINISHED BUSINESS

1. **RESOLVE – (TABLED 5/18/09) DISPOSITION OF TAX ACQUIRED PROPERTY (0 BRANN AVENUE)**
2. **ORDER – AUTHORIZING THE ISSUANCE AND SALE OF CAPITAL IMPROVEMENT BONDS IN THE AMOUNT OF \$6,500,000 (2ND READING – PUBLIC HEARING)**
Councilor Berube moved for acceptance of second reading and final passage. Seconded by Councilor Herrick. Vote: 7 Yeas.
3. **RESOLVE – APPROVING CAPITAL PURCHASES – SPECIAL REVENUE (CIP 3) FOR FY2010 - \$491,080 (2ND READING)**
Councilor Berube moved for acceptance of second reading and final passage. Seconded by Councilor Herrick. Vote: 7 Yeas.
4. **ORDINANCE – AMENDMENT TO THE ZONING MAP IN THE VICINITY OF LAKE AUBURN AVENUE (2ND READING)**
Councilor Farrell moved for acceptance of second reading and final passage. Seconded by Councilor Berube. Vote: 7 Yeas

NEW BUSINESS

5. **PUBLIC HEARING – SPECIAL AMUSEMENT PERMIT FOR LAVISH LLC, D/B/A LAVISH, 34 COURT STREET
REMOVED FROM THE AGENDA**
6. **ORDINANCE – AMENDMENT TO CHAPTER 29 – LARGE SCALE DEVELOPMENT (1ST READING)**
Councilor Potvin moved for acceptance of first reading. Seconded by Councilor Berube. Vote: 7 Yeas.
7. **RESOLVE – AUTHORIZE ONE SINGLE POLLING PLACE (PUBLIC HEARING)**
Councilor Hayes moved for passage of the resolve. Seconded by Councilor Berube.

Councilor Hayes moved to amend the resolve by adding “for the November 3, 2009 election, as a trial”. Seconded by Councilor Berube.

Mayor Jenkins opened the public hearing. Mayor Jenkins read emails from Jane Koslow and Carol Lane. The following people make comments regarding this issue: Senator Deb Simpson, 551 Turner Street; Representative Brian Bolduc, 54 Riverside Drive; Jonathan Labonte, 41 Third Street; Joseph Mailey, 82 Webster Street; Philip Nelson, Androscoggin County Democratic Committee; Belinda Gerry, 143 Mill Street; Bob Moore, 36 Marston Street; Andrea Germaine, 81 Whitney Street; Ms. Morrissette, Poland; Judy Simpson, 84 Summer Street; Sandy Doctoroff, 39 Royal Oaks Drive; and Walter Hill, Lewiston.

Councilor Mennealy moved the question. Seconded by Councilor Herrick. Vote: 4 Yeas with Councilors Hayes, Young and Berube voting Nay.

Vote on the amendment: 7 Nays (**NOT PASSED**)

Vote on passage of the resolve: 7 Nays (**NOT PASSED**)

**8. EXECUTIVE SESSION – LABOR NEGOTIATIONS – POLICE COMMAND UNIT
(TITLE 1, SECTION 405, SUBSECTION 6D, MRSA)**

City Council did not go into Executive Session.

**9. RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT WITH POLICE
COMMAND UNIT**

Councilor Berube moved for passage of the resolve. Seconded by Councilor Young. Laurie Smith, Assistant City Manager, explained the above resolve and answered Councilors questions.

Vote: 7 Yeas.

**10. EXECUTIVE SESSION – ECONOMIC DEVELOPMENT (TITLE 1, SECTION 405,
SUBSECTION 6C, MRSA)**

Councilor Berube moved to go into Executive Session for the above stated reason. Seconded by Councilor Hayes. Vote: 7 Yeas.

Councilor Hayes moved to come out of Executive Session. Seconded by Councilor Berube. Vote: 5 Yeas with Councilor Young and Mennealy out of the room.

**11. EXECUTIVE SESSION – LABOR NEGOTIATIONS – TEAMSTERS LOCAL UNION #340
(PUBLIC WORKS) (TITLE 1, SECTION 405, SUBSECTION 6D, MRSA)**

Councilor Berube moved to go into Executive Session for the above stated reason. Seconded by Councilor Farrell. Vote: 5 Yeas with Councilors Young and Mennealy out of the room.

Councilor Potvin moved to come out of Executive Session. Seconded by Councilor Berube. Vote: 5 Yeas with Councilors Young and Mennealy out of the room.

OPEN SESSION

No one spoke

CLOSED OPEN SESSION

FUTURE AGENDA/WORKSHOP ITEMS

ADJOURNMENT – 10:00 P.M.

Councilor Berube moved to adjourn. Seconded by Councilor Herrick. Vote: 5 Yeas with Councilors Young and Mennealy out of the room.

A TRUE RECORD

ATTEST: _____

CITY CLERK

June 19, 2009 .

To: City Council

The West Auburn School Historical Society is holding a yard sale of Aug 8, 2009. We are a non profit and please waive the \$10 fee

Thanks
Dink Keno
President
9662202

740 W. Auburn Rd.

City Council

Agenda Information Sheet

Council Meeting Date: 7/6/2009

Agenda Item No. 1

SUBJECT:

**ORDINANCE – CHAPTER 29, ARTICLE 2, SECTION 2.2 AND ARTICLE 3,
SECTION 3.1.M.4 – LARGE SCALE RETAIL DEVELOPMENT
(SECOND READING)**

INFORMATION:

Staff is recommending that the City Council adopt local review criteria to allow local control of the process outlined in the Informed Growth Act (IGA). The attached ordinance would accomplish that goal. The Planning Board at their May 12th meeting voted unanimously to send a positive recommendation to the City Council for adoption of the proposed language.

The City Council discussed this item at the June 1st Workshop.

First reading was approved at the June 15th City Council Meeting.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of second reading and final passage.

REQUESTED ACTION:

Motion for acceptance of second reading and final passage.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: June 15, 2009

TITLE: ORDINANCE – CHAPTER 29, ARTICLE 2, SECTION 2.2 AND
ARTICLE 3, SECTION 3.1.M.4 – LARGE SCALE
RETAIL DEVELOPMENT (SECOND READING)

Be It Ordained by the Auburn City Council, That the attached amendment to Chapter 29, Article 2, Section 2.2 and Article 3, Section 3.1.M.4 – Large Scale Retail Development is hereby approved.

Motion for acceptance of first reading: Ronald Potvin Seconded by: Raymond Berube

Vote: 7 Yeas.

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

The existing ordinance language regarding Major Retail Developments is shown without underline and the proposed is shown with underline.

Article 2, Section 2.2 Definitions

Major Retail Development – A single building in excess of 100,000 square feet of new ground floor retail space.

Large – Scale Retail Development – *Large-scale retail development* means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more buildings at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more, except when the expansion or renovation is 20,000 square feet or less.

Article 3, Section 3.1.M.4 General Provisions

General Provisions, 3.1.M.4 - The City finds that a Major Retail Development can have a significant impact on the immediate and surrounding areas and accordingly requires a determination by the City of Auburn Planning Board of consistency with the adopted Comprehensive Plan in addition to the review and approval process of Site Plan/Special Exception Review and other state and/or municipal permitting. A request for a determination of consistency shall be submitted to the Department of Planning and Code Enforcement a minimum of 15 days prior to this item being placed on the Planning Board agenda for action. Action on the request for a determination of consistency shall be made a minimum of one regularly scheduled meeting prior to the Planning Board meeting at which the project is to be reviewed. Notice for the consideration of a request for a determination of consistency shall conform to the requirements found in Article 8, Section 8.2.A. and must state that the determination of consistency is being sought for a Major Retail Development.

In addition to the criteria set forth in Article 7, Section 7.2, applications for large-scale retail development as defined below, shall meet the following additional standards of this section.

(a) *Purpose.* The State of Maine passed the Informed Growth Act (30-A MRSA Chapter 187, Sub-Chapter. 3-A) to add additional development review criteria that evaluate the economic impact of large-scale retail development. Subsection 4371 of the Informed Growth Act provides an exemption to municipalities that have adopted economic and community impact review criteria that apply to large-

scale retail development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration among other evidence in applying the review criteria to the application. The following ordinance provisions meet that criteria, exempting large-scale retail projects proposed in Auburn from 30-A MRSA Chapter 187, Sub-Chapter. 3-A.

(b) Definitions.

(1) Comprehensive economic impact area means the geographic area affected by a proposed large-scale retail development. The area includes Auburn and may include abutting municipalities.

(2) Comprehensive economic impact study means a study that estimates the effects of a large-scale retail development on the local economy, downtown and community. It will identify the economic effects of large-scale retail development on existing retail operations; supply and demand for retail space; number and locations of existing retail establishments where there is overlap of goods and services offered; projected net job creation/loss; projected net retail related payroll increase/decrease; captured share of existing retail sales; sales revenue retained and reinvested in the comprehensive economic impact area; municipal revenues generated; increased municipal costs caused by the development's construction and operation, including municipal costs of roads, water, sewer, police and fire; and the costs or return on investment of any public subsidies including tax increment financing; and public water, sewer and solid waste disposal capacity.

(3) Land use permit means approval granted by the planning board for major developments pursuant to Article 7, Section 7.2 of Chapter 29.

(4) Large-scale retail development means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more building at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more, except when the expansion or renovation is 20,000 square feet or less.

(c) Preparation of comprehensive impact study. As part of its review of a land use permit application for a large-scale retail development the planning board shall require the preparation and submittal of a comprehensive impact study.

(1) Qualified preparer. A comprehensive economic impact study must be prepared by a person or firm, other than the applicant, that is qualified by education, training and experience to prepare such a study.

(2) Selection of preparer. The city and the applicant shall decide if:

a. The applicant shall choose the preparer and directly pay the preparer for their services and the city may choose to have the study peer reviewed, at the applicant's expense, by a consultant of the city's choice; or

b. The city may choose the preparer and the applicant shall pay the city a fee to be held in escrow for the costs of the study. The amount to be held in escrow for the Study shall be based on contract proposals from the

preparer(s), plus up to 20% as determined by the Director of Planning and Permitting. Upon completion of the study any unused balance shall be returned to the applicant.

(d) *Public hearing.*

(1) *Public hearing required.* As part of the development review process the planning board shall provide the public with at least one public hearing to be heard prior to the approval of a land use permit for a large-scale retail development. For proposed developments in excess of 100,000 square feet of new ground floor retail space, the process defined above for Major Retail Developments shall satisfy this requirement.

(2) *Notice.* Notice of the public hearing on the land use permit application for a large-scale retail development must state that the comprehensive economic impact study will be presented at the hearing and that the planning board will take testimony on the comprehensive impact of the proposed project. The notice shall advertise said public hearing in a newspaper of general circulation in the city at least two times, the date of the first publication to be at least six days prior to the date of the hearing. Notice of the hearing will be sent by regular mail to abutters within 1,000 feet of the proposed development and to the municipal officers of abutting municipalities.

(e) *Land use permit process approval.* The applicant must complete and submit for planning board review and findings a comprehensive impact study. At the applicant's option, the study can be completed and submitted for planning board review and determination prior to or concurrent with other development review criteria set forth in article 7.2. If the study is submitted independently of other development review criteria, the development review process will be a two-step process. Each step of the two-step processes must meet the above referenced notice requirements.

(f) *Land use permit approval.* In addition to other applicable development review criteria required by this Code, the planning board shall evaluate the impacts of the proposed large-scale retail development based on the comprehensive economic impact study, other materials submitted to the planning board by the city's peer review consultant, and other persons and entities, including the applicant, state agencies, nonprofit organizations and members of the public; and testimony received during the public hearing to determine whether the overall negative effects of the proposed project outweigh the overall positive effects. The planning board may deny the land use permit on the basis of economic impact only if it determines that there is likely to be a significant adverse impact.

To: Auburn Planning Board

From: Eric J. Cousens, City Planner

Re: Large-scale retail and the Informed Growth Act(30-A MRSA Chapter 187, Sub-Chapter. 3-A)

Date: April 10, 2009

I am writing this quick summary because we would like to address the requirements of the Informed Growth Act to exempt developments in Auburn from the State review requirements and accomplish the requirements locally. This is time sensitive because we may have a significant project that is impacted by this Act. I would like to discuss this with the Planning Board as a miscellaneous business item on Tuesday. Below is what we have in our Ordinance and then an example of what we might need.

Auburn's existing provisions

Major Retail Development – A single building in excess of 100,000 square feet of new ground floor retail space.

General Provisions, 3.1.M.4 - The City finds that a Major Retail Development can have a significant impact on the immediate and surrounding areas and accordingly requires a determination by the City of Auburn Planning Board of consistency with the adopted Comprehensive Plan in addition to the review and approval process of Site Plan/Special Exception Review and other state and/or municipal permitting. A request for a determination of consistency shall be submitted to the Department of Planning and Code Enforcement a minimum of 15 days prior to this item being placed on the Planning Board agenda for action. Action on the request for a determination of consistency shall be made a minimum of one regularly scheduled meeting prior to the Planning Board meeting at which the project is to be reviewed. Notice for the consideration of a request for a determination of consistency shall conform to the requirements found in Article 8, Section 8.2.A. and must state that the determination of consistency is being sought for a Major Retail Development.

Example of Possible Language– We could add something similar to general provisions with our existing “Major Retail Development” language or as a special exception standard for Large-scale retail. This language is from Lewiston-ignore the section references.

Additional standards for large-scale retail development.

In addition to the criteria set forth in article XIII, section 4, applications for large-scale retail development as defined below, shall meet the following additional standards of this section.

(a) *Purpose.* The State of Maine passed the Informed Growth Act (30-A MRSA Chapter 187, Sub-Chapter. 3-A) to add additional development review criteria that evaluate the economic impact of large-scale retail development. Subsection 4371 of the Informed Growth Act provides an exemption to municipalities that have (adopted economic and community impact review criteria that apply to large-scale retail development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration among other evidence in applying the review criteria to the application. (The following ordinance provisions meet that criteria, exempting large-scale retail projects proposed in Lewiston from 30-A MRSA Chapter 187, Sub-Chapter. 3-A.

(b) *Definitions.*

(1) *Comprehensive economic impact area* means the geographic area affected by a proposed large-scale retail development. The area includes Lewiston and may include abutting municipalities.

(2) *Comprehensive economic impact study* means a study that estimates the effects of a large-scale retail development on the local economy, downtown and community. It will identify the economic effects of large-scale retail development on existing retail operations; supply and demand for retail space; number and locations of existing retail establishments where there is overlap of goods and services offered; projected net job creation/loss; projected net retail related payroll increase/decrease; captured share of existing retail sales; sales revenue retained and reinvested in the comprehensive economic impact area; municipal revenues generated; increased municipal costs caused by the development's construction and operation, including municipal costs of roads, water, sewer, police and fire; and the costs or return on investment of any public subsidies including tax increment financing; and public water, sewer and solid waste disposal capacity.

(3) *Land use permit* means approval granted by the planning board for major developments pursuant to article XIII, subsections 3(b) and (c) of this Code. This definition of land use permit applies to any large-scale retail development approved by the planning board prior to September 20, 2007.

(4) *Large-scale retail development* means any single retail business establishment having a gross floor area of 75,000 square feet or more in one or more building at the same location and any expansion or renovation of an existing building that will result in a single retail business having a gross floor area of 75,000 square feet or more except when the expansion or renovation is 20,000 square feet or less.

(c) *Preparation of comprehensive impact study.* As part of its review of a land use permit application for a large-scale retail development the planning board shall require the preparation and submittal of a comprehensive impact study.

(1) *Qualified preparer.* A comprehensive economic impact study must be prepared by a person or firm, other than the applicant, that is qualified by education, training and experience to prepare such a study.

(2) *Selection of preparer.* The applicant shall choose the preparer and directly pay the preparer for their services.

- (3) *Peer review.* The city may choose to have the study peer reviewed, at the applicant's expense, by a consultant of the city's choice.
- (d) *Public hearing.*
- (1) *Public hearing required.* As part of the development review process the planning board shall provide the public with at least one public hearing to be heard prior to the approval of a land use permit for a large-scale retail development.
- (2) *Notice.* Notice of the public hearing on the land use permit application for a large-scale retail development must state that the comprehensive economic impact study will be presented at the hearing and that the planning board will take testimony on the comprehensive impact of the proposed project. The notice shall advertise said public hearing in a newspaper of general circulation in the city at least two times, the date of the first publication to be at least six days prior to the date of the hearing. Notice of the hearing will be sent by regular mail to abutters within 1,000 feet of the proposed development and to the municipal officers of abutting municipalities.
- (e) *Land use permit process approval.* The applicant must complete and submit for planning board review and findings a comprehensive impact study. At the applicants option, the study can be completed and submitted for planning board review and determination prior to or concurrent with other development review criteria set forth in article XIII. If the study is submitted independently of other development review criteria, the development review process will be a two-step process. Each step of the two-step processes must meet the above referenced notice requirements.
- (f) *Land use permit approval.* In addition to other applicable development review criteria required by this Code, the planning board shall evaluate the impacts of the proposed large-scale retail development based on the comprehensive economic impact study, other materials submitted to the planning board by the city's peer review consultant, and other persons and entities, including the applicant, state agencies, nonprofit organizations and members of the public; and testimony received during the public hearing to determine whether the overall negative effects of the proposed project outweigh the overall positive effects. The planning board may deny the land use permit on the basis of economic impact only if it determines that there is likely to be a significant adverse impact.

INFORMED GROWTH ACT INFORMATION SHEET

To assist Maine municipalities in complying with the new Informed Growth Act, 30-A M.R.S.A. §§ 4365-4371, the Institute for Local Self-Reliance (ILSR) retained Maine attorneys with experience in land use regulation and municipal law to prepare this package of sample documents for municipal officials, including planners and planning board members, to use at their discretion. The approach provided with this package is only one way to address the provisions of the Act, among a variety of other approaches. The package includes this information sheet, and the following sample forms:

1. Checklist
- 2a. Notice of Request for Proposals²
- 2b. Request for Proposals
- 2c. Proposal Form
3. Services Agreement
4. Specifications for Study
5. Notice of Public Hearing
6. Municipal Decision Form

***Municipal Exemption provision:** At the end of this Information Sheet is an explanation how a municipality can become exempt from the provisions of the Act.*

Informed Growth Act Generally. The Informed Growth Act is effective as of September 20, 2007. It requires a municipality to decide whether a proposed large-scale retail development, a proposed single retail development 75,000 sq. ft. in size or larger, seeking a municipal land use permit will have an "undue adverse impact" on the municipality and its abutting municipalities (the "comprehensive economic impact area"). If the municipality decides that the project will cause an undue adverse impact, the permit cannot be approved.

The municipality's permitting authority (referred to below as "the board") is the body that decides if the project will have an undue adverse impact or not.

The Act lists a number of economic and environmental impact factors for the board to consider in making its decision. The economic impact factors relate to impacts on retail businesses, jobs, wages and municipal costs. The environmental impact factors relate to more general impacts on residential neighborhoods, traffic, noise, air, water, and wildlife habitat.

To assist the board's review, the applicant must fund a "comprehensive economic impact study" commissioned by the board. The applicant pays a \$40,000 fee to the State Planning

¹ This information sheet is provided to assist municipalities in applying the Informed Growth Act to large-scale retail development permit applications. It describes only one way, among other possible ways, to apply the Act. ILSR and Perkins, Thompson, P.A. disclaim any liability arising from the use of, or reliance upon, this sheet and its companion forms and explanations

² Forms 2a, 2b and 2c, are provided only for use by municipalities that have an RFP process.

Office ("SPO"). The SPO pays up to \$39,000³ of the fee to the municipality upon the board's request to cover the board's cost to hire the study's preparer, as well as its cost of public hearing notice and staff support. The SPO also provides the board a list of qualified preparers from which the board can select a consultant to prepare the study.

The study is presented at a public hearing held by the board within 4 months of the applicant's filing of its permit application and its payment to the SPO of the \$40,000 fee.

At the hearing, anyone, including other municipalities, the applicant, and businesses and residents, can submit evidence and testimony about the anticipated economic and environmental impacts of the proposed project within the comprehensive impact area.

After considering the study and all other related evidence and testimony, the board decides if the project's impact will be unduly adverse or not. If the board finds that the project's impact will not be unduly adverse, the applicant must still meet the board's other permit standards to obtain the permit.

There is a two-step "findings of fact" process for the board to complete to reach a conclusion of undue adverse impact or no undue adverse impact.

The first step is to find whether the project will have a negative effect on any of 11 economic factors. There can be no undue adverse impact conclusion unless the board finds that the proposed development will have an estimated negative effect on at least two of the 11 factors.

The second step is to find whether the project's overall negative effects on the economy and the environment will outweigh the overall positive effects. There can be no undue adverse impact conclusion unless the board also finds that there will be an overall negative impact on the economy and the environment.

Thus, a conclusion of "undue adverse impact" requires negative findings in both steps---that is, (1) two or more negative findings as to the economic impact factors, and (2) a negative impact finding overall. Otherwise, the conclusion must be that there is no undue adverse impact.

The sample municipal decision form (Form 6) is in a "checkbox" format to provide the board a logical progression through its decision making process. For more information regarding the implementation of the Informed Growth Act, please refer to the Informed Growth Act Guidebook brochure.

Explanation of Sample Informed Growth Act Forms:

1. Sample Checklist (Form 1). This Checklist is to help municipal planners and planning boards keep track of the administrative steps in reviewing large-scale retail development permit applications under the Informed Growth Act.

³ The SPO may charge up to \$1,000 against the fee to cover its costs "to record, administer and disburse the fee". 30-A M.R.S.A. §4367(3).

2 a., b. and c. Sample Notice of Request for Proposals (Form 2a.), Request for Proposals (Form 2b.), Proposal Form (Form 2c.) Municipalities that have charter, ordinance or policy provisions requiring competitive bidding for contracts for professional services at the level contemplated here (a comprehensive economic impact study costing up to \$39,000) will need this set of contract documents, and the Services Agreement (Form 3), and can complete them as appropriate. Municipalities without competitive bidding requirements or whose requirements are inapplicable here simply may use the Services Agreement (Form 3). In either case, the municipality will want to prepare a set of specifications (see Sample Specifications, Form 4) to accompany the request for proposals (if proposals are required) and the services agreement (whether or not proposals are required) to detail the requirements of the comprehensive economic impact study.

3. Sample Services Agreement (Form 3). This is a sample contract for use by the municipality in contracting with the selected preparer of the Comprehensive Economic Impact Study

4. Sample Specifications (Form 4). This sample specifications document informs the consultant of the scope of services expected in the preparation of the Comprehensive Economic Impact Study.

5. Sample Notice of Informed Growth Act Public Hearing (Form 5). This sample notice form is drafted with reference to the Act's requirement "*that the comprehensive impact study will be presented at the hearing and that the municipal reviewing authority will take testimony on the comprehensive impact of the proposed large-scale retail development, and the notice must include the name of any potential retailer, a map of the development location and a map of the comprehensive impact area.*" The Act states further that the municipality shall send the notice of public hearing "*by regular mail to municipal officers [selectmen or councilors] of adjacent municipalities, to all persons residing in the municipality within 5,000 feet of the proposed development and to persons who have made timely requests to be notified of a specific application.*"

6. Sample Municipal Decision Form (Form 6). This sample form is designed to assist the municipal reviewing authority in making the findings and conclusions called for by the Act as to whether the proposed large-scale retail development is likely to present an undue adverse impact within the comprehensive economic impact area. The findings and conclusions do not replace, but are in addition to, the municipality's usual permitting standards.

MUNICIPAL EXEMPTION FROM THE INFORMED GROWTH ACT⁴

Under the terms of the exemption provision of the Informed Growth Act, 30-A M.R.S.A. §4371, municipalities that wish to be exempt from the Act, need only to have adopted "economic and community impact review criteria that apply to large-scale retail

⁴ This explanation is provided to assist municipalities in responding to the Informed Growth Act, 30-A M.R.S.A. §§ 4365-4371. ISLR and Perkins, Thompson, P.A. disclaim any liability arising from the use of, or reliance upon, this explanation, or its companion forms and explanations

development land use permit applications and that require a study of the comprehensive economic and community impacts of the proposed large-scale retail development for consideration, among other evidence, in applying the review criteria to the application".

To be exempt from the Act, a municipality would have a land use permit ordinance that:

- applies to large-scale retail development as defined by the Act (§ 4365(6));
- applies to the same impact area as defined by the Act (§4366(1));
- applies the same, or substantially similar, economic and community impact review criteria and review factors as described in the Act (§§4366(10) and 4367 (4));
- requires the same, or a substantially similar, comprehensive economic impact study as required by the Act (§4366(2)).

The municipality's land use permit ordinance is not required to have any of the following provisions in order to be exempt from the Act:

- any applicant fee requirement to finance the study; or, conversely;
- a \$40,000 limit on an applicant fee to finance the study;
- any requirement that the fee be paid to the State Planning Office, or anyone else other than the municipality;
- any study preparer qualifications, including any State Planning Office prequalification standards;
- any study preparer selection limitations;
- any time limit for the study to be completed and presented;
- any additional public hearing notice requirements, including those stated in the Act;
- any requirement that the name of the potential retailer be disclosed.

City Council

Agenda Information Sheet

Council Meeting Date: 7/6/2009

Agenda Item No. 2

SUBJECT:

**RESOLVE – AUTHORIZING TAX ASSESSOR TO ABATE TAXES RE: IDEAL
TAG A LONG INC., 575 MINOT AVENUE**

INFORMATION:

The owner of Ideal Tag A Long, Inc., 575 Minot Avenue has requested an abatement of taxes, due to an error for tax years 2006-2007 and 2007-2008.
The City Council discussed this issue during Workshops on June 1st and June 15th.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends passage of the resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: July 6, 2009

TITLE: RESOLVE – AUTHORIZING TAX ASSESSOR TO ABATE TAXES
RE: IDEAL TAG A LONG, INC., 575 MINOT AVENUE

Be It Resolved by the Auburn City Council that, the Tax Assessor is hereby authorized to abate Real Estate located at Ideal Tag A Long, Inc., 575 Minot Avenue as follows:

Tax Year 2006-2007 – Abated Value - $\$18,400 \times .02435 = \448.04

Tax Year 2007-2008 – Abated Value - $\$22,000 \times .01928 = \424.16

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City of Auburn, Maine

"Maine's City of Opportunity"

Office of the Assessor



CHERYL DUBOIS, C.M.A.
CITY ASSESSOR
STATE CERTIFIED RESIDENTIAL
APPRAISER CR # 576

KAREN SCAMMON, C.M.A.
CITY APPRAISER

RENEE LACHAPPELLE, SRA
CITY APPRAISER, C.M.A.
STATE CERTIFIED GENERAL
APPRAISER CG# 116

6/10/2009

City Manager Glenn Aho
Mayor John Jenkins and City Council

Ref: Abatement by City Council for 2007/2008 & 2006/2007
Ideal Tag A Long INC
PID # 208-064
575 Minot Avenue

Upon request of the City Council made June 1, 2009, I have reviewed the property records for the subject parcel for fiscal years 2006/2007 and 2007/2008. I have calculated the contributory value of the 800 square foot loft and the garage. Listed below is the amount of taxes that were attributed to those amenities.

	2006/2007	2007/2008
800 square foot loft	\$ 12,800	\$ 13,800
Garage	\$ 5,600	\$ 8,200
	\$ 18,400	\$ 22,000
Tax Rate	0.02435	0.01928
Taxes	\$ 448.04	\$ 424.16

Respectfully,

Cheryl Dubois, C.M.A.
City Assessor

City Council

Agenda Information Sheet

Council Meeting Date: 7/6/2009

Agenda Item No. 3

SUBJECT:

**ORDINANCE – CHAPTER 32, SECTION 10 - POST CONSTRUCTION
STORMWATER MANAGEMENT (1ST READING)**

INFORMATION:

The City has been required to adopt a Post Construction Stormwater Management Ordinance by the Maine Department of Environmental Protection (MDEP). Auburn being a Municipal Separate Storm Sewer System (MS4), is required to enter into General Permit with the MDEP every five years. Our current General Permit required us to have a Post Construction Stormwater Management Ordinance in place by July 1, 2009. A 60 day extension has been provided by the MDEP requiring us to have the Ordinance in place by September 1, 2009.

The ordinance will require the City to monitor private stormwater systems and report them to the MDEP on a yearly basis.

This item was discussed at the June 15th City Council Workshop.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends acceptance of first reading.

REQUESTED ACTION:

Motion for acceptance of first reading.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: July 6, 2009

TITLE: ORDINANCE – CHAPTER 32, SECTION 10 - POST
CONSTRUCTION STORMWATER MANAGEMENT
(1ST READING)

Be It Ordained by the Auburn City Council that, the attached Section 10 –
Post Construction Stormwater Management Ordinance be added to
Chapter 32.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City of Auburn

Post-Construction Stormwater Management Ordinance

Section 10

Section 1. Purpose.

The purpose of this “Post-Construction Stormwater Management Ordinance” (the “Ordinance”) is to provide for the health, safety, and general welfare of the citizens of the City of Auburn through monitoring and enforcement of compliance with post-construction stormwater management plans in order to comply with minimum control measures requirements of the Federal Clean Water Act, of federal regulations and of Maine’s Small Municipal Separate Storm Sewer Systems General Permit.

Section 2. Objectives

This Ordinance seeks to ensure that post-construction stormwater management plans are followed and stormwater management facilities are properly maintained and pose no threat to public safety.

Section 3. Definitions.

For the purposes of this Ordinance, the terms listed below are defined as follows:

A. Applicant. "Applicant" means a Person with requisite right, title or interest or an agent for such Person who has filed an application for New Development or Redevelopment that requires a Post-Construction Stormwater Management Plan under this Ordinance.

B. Best Management Practices (“BMP”). “Best Management Practices” or “BMPs” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the State. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

C. Clean Water Act. “Clean Water Act” means the federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*, also known as the “Clean Water Act”), and any subsequent amendments thereto.

D. Construction Activity. “Construction Activity” means Construction Activity including one acre or more of Disturbed Area, or activity with less than one acre of total land area that is part of a subdivision, if the subdivision will ultimately disturb equal to or greater than one acre.

E. Discharge. “Discharge” means any spilling, leaking, pumping, pouring, emptying, dumping, disposing or other addition of Pollutants to “waters of the State.” “Direct discharge” or “point source” means any discernible, confined and discrete conveyance, including, but not limited to,

any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation or vessel or other floating craft, from which Pollutants are or may be discharged.

F. Disturbed Area. “Disturbed Area” is clearing, grading and excavation. Mere cutting of trees, without grubbing, stump removal, disturbance or exposure of soil is not considered “disturbed area.” “Disturbed area” does not include routine maintenance but does include redevelopment. “Routine maintenance” is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of land or improvements thereon.

G. Enforcement Authority. “Enforcement Authority” means the Director of Planning & Permitting, Director of Community Services, or their designees, the person(s) or department(s) authorized by the Municipality to administer and enforce this Ordinance.

H. Municipality. “Municipality” means the City of Auburn.

I. Municipal Permitting Authority. “Municipal Permitting Authority” means the municipal official or body that has jurisdiction over the land use approval or permit required for a New Development or Redevelopment.

J. Municipal Separate Storm Sewer System, or MS4. “Municipal Separate Storm Sewer System” or “MS4,” means conveyances for storm water, including, but not limited to, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, human-made channels or storm drains (other than publicly owned treatment works and combined sewers) owned or operated by any municipality, sewer or sewage district, fire district, State agency or Federal agency or other public entity that discharges directly to surface waters of the State.

K. National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit. “National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit” means a permit issued by the U.S. Environmental Protection Agency (“EPA”) or by the Maine Department of Environmental Protection (“DEP”) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

L. New Development. “New Development” means any Construction Activity on unimproved Premises.

M. Person. “Person” means any individual, firm, corporation, municipality, quasi-municipal corporation, State agency or Federal agency or other legal entity.

N. Pollutant. “Pollutant” means dredged spoil, solid waste, junk, incinerator residue, sewage, refuse, effluent, garbage, sewage sludge, munitions, chemicals, biological or radiological materials, oil, petroleum products or by-products, heat, wrecked or discarded equipment, rock, sand, dirt and industrial, municipal, domestic, commercial or agricultural wastes of any kind.

O. Post-Construction Stormwater Management Plan. “Post-Construction Stormwater Management Plan” means BMPs and Stormwater Management Facilities employed by a New Development or Redevelopment to meet the standards of the Municipality’s subdivision, site

plan, or other zoning, planning or other land use ordinances and approved by the Municipal Permitting Authority.

P. Premises. “Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips, located within the Municipality.

Q. Qualified Inspector. “Qualified Inspector” means a person who conducts Post Construction Stormwater Management Facilities inspections. The Director of Community Services or his/her designee may require inspections for engineered systems to be completed by a Registered Professional Engineer at his/her discretion.

R. Redevelopment. “Redevelopment” means Construction Activity on Premises already improved with buildings, structures or activities or uses, but does not include such activities as exterior remodeling.

S. Regulated Small MS4. “Regulated Small MS4” means any Small MS4 regulated by the State of Maine “General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems” effective July 1, 2008 (“General Permit”), including all those located partially or entirely within an Urbanized Area (UA) and those additional Small MS4s located outside a UA that as of the issuance of the General Permit have been designated by the DEP as Regulated Small MS4s.

T. Small Municipal Separate Storm Sewer System, or Small MS4. “Small Municipal Separate Storm Sewer System”, or “Small MS4,” means any MS4 that is not already covered by the Phase I MS4 stormwater program including municipally owned or operated storm sewer systems, State or federally-owned systems, such as colleges, universities, prisons, Maine Department of Transportation and Maine Turnpike Authority road systems and facilities, and military bases and facilities.

U. Storm Drainage System. “Storm Drainage System” means the Municipality’s Regulated Small MS4.

V. Stormwater. “Stormwater” means any Stormwater runoff, snowmelt runoff, and surface runoff and drainage; “Stormwater” has the same meaning as “Storm Water.”

W. Stormwater Management Facilities. “Stormwater Management Facilities” means any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures that are part of the Post-Construction Stormwater Management Plan for a New Development or Redevelopment.

Section 4. Applicability.

A. In General. This Ordinance applies to all New Development and Redevelopment within the Municipality that Discharges Stormwater to the Municipality’s MS4 and to associated Stormwater Management Facilities.

B. Exception. This Ordinance does not apply to New Development or Redevelopment on a lot, tract or parcel where that lot, tract or parcel is part of a subdivision that is approved under this Ordinance; said lot, tract or parcel shall not require additional review under this Ordinance, but shall comply with the Post-Construction Stormwater Management Plan requirements for that approved subdivision.

Section 5. Post-Construction Stormwater Management Plan Approval

A. General Requirement. Notwithstanding any ordinance provision to the contrary, and except as provided in Section 4.B. above, no Applicant for a building permit, subdivision approval, site plan approval or other zoning, planning or other land use approval for New Development or Redevelopment to which this Ordinance is applicable shall receive such permit or approval for that New Development or Redevelopment unless the Applicant also receives approval under the Municipality's subdivision, site plan or other zoning, planning or other land use ordinances for its Post-Construction Stormwater Management Plan and Stormwater Management Facilities for that New Development or Redevelopment, even if the Municipality's subdivision, site plan or other zoning, planning or other land use ordinances would not otherwise apply to that New Development or Redevelopment.

B. Notice of BMP Discharge to Municipality's MS4. At the time of application for a building permit, subdivision approval, site plan approval or other zoning, planning or other land use approval for New Development or Redevelopment to which this Ordinance is applicable, the Applicant shall notify the Municipal Permitting Authority if its Post-Construction Stormwater Management Plan includes any BMP(s) that will discharge to the Municipality's MS4 and shall include in this notification a listing of which BMP(s) will so discharge.

Section 6. Post-Construction Stormwater Management Plan Compliance

A. General Requirements. Any Person owning, operating, leasing or having control over Stormwater Management Facilities required by a Post-Construction Stormwater Management Plan approved under the Municipality's subdivision, site plan or other zoning, planning or other land use ordinances shall demonstrate compliance with that Plan as follows.

1. That Person or a Qualified Inspector hired by that Person, shall, at least annually, inspect the Stormwater Management Facilities, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved Post-Construction Stormwater Management Plan.

2. If the Stormwater Management Facilities require maintenance to function as intended by the approved Post-Construction Stormwater Management Plan, that Person shall take corrective action(s) to address the deficiency or deficiencies.

3. That Person or a Qualified Inspector hired by that Person, shall, on or by June 1st of each year provide a completed and signed certification to the Enforcement Authority in a form identical to that attached as Appendix 1 to this Ordinance, certifying that the Person has inspected the Stormwater Management Facilities and that they are adequately maintained and

functioning as intended by the approved Post-Construction Stormwater Management Plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the Stormwater Management Facilities and, if the Stormwater Management Facilities require maintenance or repair of deficiencies in order to function as intended by the approved Post-Construction Stormwater Management Plan, the Person shall provide a record of the required maintenance or deficiency and corrective action(s) taken.

In addition, any persons required to file an annual certification under Section 6 of this Ordinance shall include with the annual certification payment as outlined in Appendix I to pay the administrative and technical costs of review of the annual certification.

B. Right of Entry. In order to determine compliance with this Ordinance and with the Post-Construction Stormwater Management Plan, the Enforcement Authority may enter upon property at reasonable hours with the consent of the owner, occupant or agent to inspect the Stormwater Management Facilities.

C. Annual Report. Beginning July 1, 2009 and each year thereafter, the Municipality shall include the following in its Annual Report to the Maine Department of Environmental Protection:

1. The cumulative number of sites that have Stormwater Management Facilities discharging into their MS4;
2. A summary of the number of sites that have Stormwater Management Facilities discharging into their MS4 that were reported to the Municipality;
3. The number of sites with documented functioning Stormwater Management Facilities; and
4. The number of sites that required routine maintenance or remedial action to ensure that Stormwater Management Facilities are functioning as intended.

D. Inspections. The Municipality shall annually inspect a percentage of Stormwater Management Facilities. If the owner or operator of a Stormwater Management Facility hires or is deemed to be a Qualified Inspector, the permittee will have no inspection requirements. If the owner or operator of a Stormwater Management Facility does a “self” inspection and is not a Qualified Inspector, the Municipality is required to conduct the following inspection schedule:

- 1-10 post construction sites: inspect at least one site, or 40% (whichever is greater)
- 11-30 post construction sites: inspect at least four sites, or 30% (whichever is greater)
- 31-60 post construction sites: inspect at least nine sites, or 25% (whichever is greater)
- 61-100 post construction sites: inspect at least fifteen sites, or 20% (whichever is greater)
- 101-160 post construction sites: inspect at least twenty sites, or 17% (whichever is greater)
- Over 160 post construction sites: inspect at least twenty seven sites, or 11% (whichever is greater)

Section 7. Enforcement.

It shall be unlawful for any Person to violate any provision of or to fail to comply with any of the requirements of this Ordinance or of the Post-Construction Stormwater Management Plan. Whenever the Enforcement Authority believes that a Person has violated this Ordinance or the Post-Construction Stormwater Management Plan, the Enforcement Authority may enforce this Ordinance in accordance with 30-A M.R.S.A. § 4452.

A. Notice of Violation. Whenever the Enforcement Authority believes that a Person has violated this Ordinance or the Post-Construction Stormwater Management Plan, the Enforcement Authority may order compliance with this Ordinance or with the Post-Construction Stormwater Management Plan by written notice of violation to that Person indicating the nature of the violation and ordering the action necessary to correct it, including, without limitation:

1. The abatement of violations, and the cessation of practices, or operations in violation of this Ordinance or of the Post-Construction Stormwater Management Plan;
2. At the Person's expense, compliance with BMPs required as a condition of approval of the New Development or Redevelopment, the repair of Stormwater Management Facilities and/or the restoration of any affected property; and/or
3. The payment of fines, of the Municipality's remediation costs and of the Municipality's reasonable administrative costs and attorneys' fees and costs.

If abatement of a violation, compliance with BMPs, repair of Stormwater Management Facilities and/or restoration of affected property is required, the notice shall set forth a deadline within which such abatement, compliance, repair and/or restoration must be completed.

B. Penalties/Fines/Injunctive Relief. Any Person who violates this Ordinance or the Post-Construction Stormwater Management Plan shall be subject to fines, penalties and orders for injunctive relief and shall be responsible for the Municipality's attorney's fees and costs, all in accordance with 30-A M.R.S.A. § 4452. Each day such violation continues shall constitute a separate violation. Moreover, any Person who violates this Ordinance or the Post-Construction Stormwater Management Plan also shall be responsible for any and all fines, penalties, damages and costs, including, but not limited to attorneys' fees and costs, incurred by the Municipality for violation of federal and State environmental laws and regulations caused by or related to that Person's violation of this Ordinance or of the Post-Construction Stormwater Management Plan; this responsibility shall be in addition to any penalties, fines or injunctive relief imposed under this Section.

C. Consent Agreement. The Enforcement Authority may, with the approval of the municipal officers, enter into a written consent agreement with the violator to address timely abatement of the violation(s) of this Ordinance or of the Post-Construction Stormwater Management Plan for the purposes of eliminating violations of this Ordinance or of the Post-Construction Stormwater Management Plan and of recovering fines, costs and fees without court action.

D. Appeal of Notice of Violation. Any Person receiving a Notice of Violation or suspension notice may appeal the determination of the Enforcement Authority to the Board of Appeals [in accordance with the Board of Appeals Ordinance The notice of appeal must be received within 30 days from the date of receipt of the Notice of Violation. The Board of Appeals shall hold a *de novo* hearing on the appeal within 30 days from the date of receipt of the notice of appeal. The Board of Appeals may affirm, reverse or modify the decision of the Enforcement Authority. A party aggrieved by the decision of the Board of Appeals may appeal that decision to the Maine Superior Court within 45 days of the date of the Board of Appeals decision pursuant to Rule 80B of the Maine Rules of Civil Procedure.

E. Enforcement Measures. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal to the Board of Appeals, within 45 days of a decision of the Board of Appeals affirming the Enforcement Authority’s decision, then the Enforcement Authority may recommend to the municipal officers that the municipality’s attorney file an enforcement action in a Maine court of competent jurisdiction under Rule 80K of the Maine Rules of Civil Procedure.

Section 8. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions, clauses, sentences, or paragraphs or application of this Ordinance.

Section 9. Basis.

The City of Auburn enacts this “Post-Construction Stormwater Management Control Ordinance” (the “Ordinance”) pursuant to 30-A M.R.S.A. § 3001 (municipal home rule ordinance authority), 38 M.R.S.A. § 413 (the “Wastewater Discharge Law”), 33 U.S.C. § 1251 *et seq.* (the “Clean Water Act”), and 40 CFR Part 122 (U.S. Environmental Protection Agency’s regulations governing the National Pollutant Discharge Elimination System (“NPDES”)). The Maine Department of Environmental Protection, through its promulgation of the “General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems,” has listed the City of Auburn as having a Regulated Small Municipal Separate Storm Sewer System (“Small MS4”); under this General Permit, listing as a Regulated Small MS4 necessitates enactment of this Ordinance as part of the Municipality’s Storm Water Management Program in order to satisfy the minimum control measures required by Part IV D 5 (“Post-construction stormwater management in new development and redevelopment”).

Enacted this ____ day of _____, 20__.

Effective Date: _____, 20__.

APPENDIX 1

**Annual Stormwater Management Facilities Certification
(to be sent to City of Auburn)**

I, _____ (print or type name), certify the following:

1. I am making this Annual Stormwater Management Facilities Certification for the following property: _____
(print or type name of subdivision, condominium or other development) located at _____
_____ (print or type address), (the "Property");

2. The owner, operator, tenant, lessee or homeowners' association of the Property is: _____
_____ (name(s) of owner, operator, tenant, lessee, homeowners' association or other party having control over the Property);

3. I am the:

- Owner, Operator, Tenant, Lessee or President of the Homeowners' Association.
- Qualified Inspector hired by the same.

4. I have knowledge of erosion and stormwater control and have reviewed the approved Post-Construction Stormwater Management Plan for the Property;

5. On _____, 20__, I inspected or had inspected by _____
_____, a Qualified Inspector, the Stormwater Management Facilities, including but not limited to parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures required by the approved Post-Construction Stormwater Management Plan for the Property. I have enclosed the proper payment for certification as outlined below in the Fee Schedule;

Fee Schedule

- \$25 – Required for all annual certifications to cover program administrative costs.
- \$250 – Required for property owners who submit a self-certification and are not deemed a Qualified Inspector by the City.

6. At the time of my inspection of the Stormwater Management Facilities on the Property, I or the Qualified Inspector identified the following need(s) for routine maintenance or deficiencies in the Stormwater Management Facilities:

7. On _____, 20__, I took or had taken the following routine maintenance or the following corrective action(s) to address the deficiencies in the Stormwater Management Facilities stated in 6. above:

8. As of the date of this certification, the Stormwater Management Facilities are functioning as intended by the approved Post-Construction Stormwater Management Plan for the Property.

Date: _____, 20__.

By: _____
Signature

Print Name

STATE OF MAINE

_____, ss.

_____, 20__

Personally appeared the above-named _____, the _____ of _____, and acknowledged the foregoing Annual Certification to be said person's free act and deed in said capacity.

Before me,

Notary Public/Attorney at Law

Print Name: _____

Mail this certification to the Municipal Enforcement Authority at the following address [to be completed by the Municipality]:

City Council

Agenda Information Sheet

Council Meeting Date: 7/6/2009

Agenda Item No. 4

SUBJECT:

**RESOLVE – AMENDMENT TO THE POLICY REGARDING THE
ACQUISITION AND DISPOSITION OF TAX ACQUIRED
PROPERTY**

INFORMATION:

The City Council has collaborated with staff to amend the tax acquired policy to ensure that abutters receive notification of all tax-acquired property sales and that the Council be given the latitude to review a variety of concerns and issues when disposing of said property. The policy will also require a minimum bid of 50% of assessed value. This item was discussed at the June 15th City Council Workshop.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends passage of this resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: July 6, 2009

**TITLE: RESOLVE – AMENDMENT TO THE POLICY REGARDING THE
ACQUISITION AND DISPOSITION OF TAX ACQUIRED
PROPERTY**

Be It Resolved by the Auburn City Council, that the attached policy regarding the acquisition and disposition of tax acquired property is hereby approved as amended.

Motion for acceptance:

Seconded by:

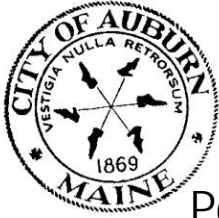
Vote:

Action by the City Council:

Date:

Attest:

City Clerk



City of Auburn

Policy Regarding the Acquisition and Disposition of Tax Acquired Property

Article 1. Purpose

The purpose of this policy is to establish a procedure for the management, administration and disposition of real property acquired due to non-payment of taxes in accordance with Title 36 MRSA Sections 942 and 943 as amended. It is in the City's and the residents' best interest to have a clear policy with respect to the disposal of tax acquired property and to have that property disposed of efficiently as possible in order to:

- Return properties to the tax rolls;
- Reduce the opportunity for neighborhood blight by not having buildings or lots sit vacant and untended, thus potentially becoming an eyesore and a target for vandalism;
- Preserve neighborhoods by having properties sold in a timely manner, thus reducing the likelihood of deterioration or becoming dilapidated.

Article 2. Administration – "Tax Acquired Property Management Committee"

Section 2.1 Committee Established. The City Manager will appoint a staff committee which will be called the "Tax Acquired Property Management Committee".

Section 2.2 Committee Composition. The committee will have representation from those departments as determined by the City Manager which have a direct relationship to property administration in the City of Auburn. Permanent members of the committee will be the Finance Director, Tax Collector, Purchasing Agent and a representative of the City Manager's Office. The City Manager will name the committee chairperson.

Section 2.3 Meetings. The Committee will meet as often as necessary to carry out the duties and responsibilities set forth in this policy.

Article 3. Duties and Responsibilities of the City Tax Collector and the Committee

Section 3.1 Review of Properties. At least forty five (45) days prior to the foreclosure date, the City Tax Collector shall identify each property on the list and notify all members of the committee of the impending foreclosure. The identification shall include, but is not limited to, the following: property tax map and lot number, property owner name, property location by street address, current property use if improved with buildings, and any other information available that the Tax Collector feels will be helpful to the committee.

Section 3.2 Notice to Departments. The Tax Collector shall notify the following departments of the impending foreclosure, and provide the list of properties and the same information as provided to the committee: the City Manager, Community Development, Assessing Department, Economic Development, Planning and Code Enforcement, Parks and Recreation, Public Works Department, Engineering Division, Fire Department, Police Department, and City Clerk. In addition to the above named City departments, the Tax Collector will notify the Auburn Water District, the Auburn Sewer District and any other persons requesting such notification.

Section 3.3 Request for Department Review. At the time of the notice, the Tax Collector will request the departments to review the property list for the purpose of advising the committee of any properties which the City should not acquire through the lien foreclosure process. When appropriate, the department should perform a field visit to the property. In reviewing the list, each department will consider the criteria and guidelines established in this policy and by the Committee.

In order for the Committee to perform its work, each department must conduct its review and return its written findings and recommendations to the Tax Collector within five (5) business days.

~~**Section 3.4 Guidelines Regarding the Sale or Disposition of Tax Acquired Property.** All tax acquired properties will automatically be eligible for disposition immediately following foreclosure by the City with the following exceptions:~~

- ~~• In cases where the City has negotiated a payment plan with the owner for back taxes prior to foreclosure, and payments are being made accordingly; and~~
- ~~• In cases where the City wishes to retain ownership for municipal purposes, such as open space, public improvements, sewers, storm drains, parks and recreation, public safety, transportation, education, right of ways, storage areas, etc., or the City wishes to convey the property for a use which serves the City's interests.~~

Section 3.4 Guidelines for reviewing

When reviewing properties that may be subject to foreclosure, the Committee and the affected departments will, at a minimum, consider the following guidelines and criteria in determining whether the City should: (1) retain the property for public use, (2) sell the property, or (3) waive foreclosure:

- the property is either unfit or unnecessary for City use;
- the City wishes to retain ownership for municipal purposes;
- the property is adjacent to publicly owned land;
- there are buildings on the property that should be demolished;
- there are environmental liabilities or hazards present on the site
- the property has investment or marketable value;
- there are uses that the property is suited for which meet the requirements of the City's zoning and land use ordinance;
- the property has value only to an abutter (provides additional set back, off

street parking, etc.).

The Committee may consider additional criteria in formulating its recommendation to the Manager and City Council regarding disposition of the property.

Section 3.5 Committee Action/Recommendations. The committee will meet to review the comments received from each department. The Committee will then forward a recommendation to the City Manager for appropriate action. The Committee will meet in sufficient time before the foreclosure deadline in order for the City Manager and City Council to have sufficient time to take any action that may be necessary, including waiver of foreclosure.

Article 4. Sale and Marketing of Tax Acquired Properties

The City of Auburn will dispose of tax acquired properties by the following method.

Section 4.1 Guidelines Regarding the Sale or Disposition of Tax Acquired Property. All tax acquired properties will automatically be eligible for disposition immediately following foreclosure by the City with the following exceptions:

- In cases where the City has negotiated a payment plan with the owner for back taxes - prior to foreclosure, and payments are being made accordingly; and
- In cases where the City wishes to retain ownership for municipal purposes, such as open space, public improvements, sewers, storm drains, parks and recreation, public safety, transportation, education, right of ways, storage areas, etc., or the City wishes to convey the property for a use which serves the City's interests.

Section 4.12 Sale to the Prior Owner. The City will first offer tax acquired property to the prior owner, it shall be offered upon the following conditions: Upon acquiring a property, the Tax Collector shall notify the prior owner that they have thirty (30) days within which to inform the City if they intend to redeem the foreclosed property. To redeem the property, the prior owner must pay all taxes assessed and unpaid, all interest on those unpaid taxes, all costs associated with the lien and foreclosure process and the estimated next fiscal year's property taxes if the redemption occurs after April 1st. If the prior owner has not entered into a payment plan or has not redeemed the property within sixty (60) days of the date of notification by the City, the City will proceed with the disposition in accordance with this policy. Nothing in this policy shall be construed to create any entitlement of reconveyance.

Section 4.23 Sale to Abutters. In the event the prior owner has declined or is unable to buy the property within the timeframe specified in Section 4.1, the property will be ~~offered~~ advertised for sale to all immediate abutters and the general public. Immediate abutters will receive notice by certified mail and notice to the public will be by generally accepted means. ~~requesting a bid for~~ All notices will require a minimum bid of 50% of the assessed value of the property. When selling any property the Council will take into consideration:

- Whether the lot is nonconforming and/or unbuildable.
- The needs of abutting properties for additional land to meet current zoning

requirements.

- The plans for neighborhood development or master planning and the potential effect on the neighborhood.
- The minimum bid price.

The Council will determine the outcome of all tax-acquired bids and reserves the right to accept or reject any proposal it receives.

~~If there is more than one acceptable proposal, and unless the City chooses to withdraw the property from the market, the highest offer will be accepted.~~ The City will provide tax title only through a quit claim deed.

Section 4.3-4 Public Sales. Depending on the type of property and its value, the City may use a variety of marketing methods, as indicated below. Regardless of the method, the City reserves the right to accept or reject any proposal it receives. The Finance Department will maintain an updated list of all tax acquired properties which are available for sale and which will be provided to the public upon request.

i. Sealed Bids. The City may offer properties for sale by sealed bid in conformance with the City charter and applicable statutes. This sale will be conducted by the City's Purchasing Agent ~~within 90 days of the date of foreclosure.~~ The City retains the sole discretion to accept or reject any bid depending on whether the City determines a bid proposal meets the City's objectives.

ii. Request for Proposals. The City may solicit proposals using an RFP process.

iii. Real Estate Broker Contract. Vacant land, commercial, industrial, residential and multi-family residential properties which are determined to have investment or high sale value will be identified with a disclosure statement describing all property attributes. This disclosure statement will be obtained from the Assessing Department based on the available record and a field inspection when entry to the property can be obtained. The City may place these properties with a professional real estate broker to be marketed. If the properties are placed with a professional broker, they will be given a deadline within which to sell the property. If the property is not sold within that timeframe, thereafter if any broker produces a purchaser, which results in a sale, the broker will receive a commission.

Section 4.34. Rejection of Bid or Purchase Offer. All properties will be sold at a price acceptable to meet the City's priorities for reuse, taking into consideration the assessed value, the property's current condition, and potential use. Nothing in this policy shall limit or modify the discretion of the City Manager or the City Council to reject any bid offer to purchase, should they deem it in the best interests of the City to do so. All properties must be sold for uses in keeping with the City's zoning ordinance. The City may place criteria on the disposition of any property that meet or further the City's objectives including: the density of development, design standards, the intended use

(even when the particular use is allowed in that zone), and evidence of the buyer's financial ability to develop the property.

Article 5. Occupied Residential Properties. Prior to the conveyance by the City of a foreclosed residential property, the City will manage the property in accordance with the provisions of Title 14 MRSA Section 8104-A. The purpose for this provision is to avoid any liability, or management responsibility with regard to ownership of the property.

The City may notify the occupants that the property has been foreclosed and is in the possession of the City of Auburn. The City may choose to evict the occupants in accordance with the law. If the City allows the occupants to continue to reside in the building, the City will notify the occupants that it will perform no maintenance on the property or buildings, that the City will accept no financial obligations or responsibilities to operate the buildings and that the continued occupancy of the property is at the sole discretion and risk of the tenant or leasee.

Adopted by the Auburn City Council February 17, 1998
Amended by the Auburn City Council: [January 29, 2009](#)
[Amended by the Auburn City Council: July 6, 2009](#)

City Council

Agenda Information Sheet

Council Meeting Date: 7/6/2009

Agenda Item No. 6

SUBJECT:

**RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE A CONTRACT
WITH THE TEAMSTERS LOCAL UNION #340 – PUBLIC WORKS**

INFORMATION:

The Public Works (Teamsters Local Union #340) contract expired June 30, 2009. The union has ratified the attached agreement which is a one year contract with no cost of living adjustment from the current wages. The contract has no changes to the language, however will allow all employees to progress to the next wage step pending a performance evaluation.

This item was discussed during an Executive Session on June 15th.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of this resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: July 6, 2009

TITLE: RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE
CONTRACT WITH TEAMSTERS LOCAL UNION #340 –
PUBLIC WORKS

Be It Resolved by the Auburn City Council, that the City Manager is hereby authorized to execute the contract with the Teamsters Local Union #340 for the period July 1, 2009 – June 30, 2010. A copy of the contract is attached to and hereby made a part of this resolve.

Motion for acceptance:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

AGREEMENT
BETWEEN
CITY OF AUBURN
AND
TEAMSTERS LOCAL UNION #340

FOR THE
AUBURN PUBLIC WORKS DEPARTMENT

July 1, 2006 to June 30, 2009

July 1, 2009 to June 30, 2010

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7/1/07 — 6/30/08	
7/1/08 — 6/30/09	

This agreement is entered into between the CITY OF AUBURN hereinafter referred to as the "City" and TEAMSTERS LOCAL UNION NO. 340, hereinafter referred to as the "Union".

ARTICLE 1 - PREAMBLE

Pursuant to the provisions of the Municipal Public Employee Labor Relations Act (Title 26, M.R.S.A 961-974 1969 as amended) the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective and efficient operations.

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all permanent Public Works employees in the following classifications:

Arborist
Assistant Arborist
Building/Field Maintenance Repair Technician
Building Maintenance Person
Equipment Operator I
Equipment Operator II
Equipment Operator
Inventory Technician
Maintenance Person
Mechanic
Mechanic Leadperson
Traffic Technician I
Traffic Technician II
Welder

(No Municipal, State or federally subsidized work programs are included in this unit).
Temporary employees are not included in this recognition.

ARTICLE 3 - UNION SECURITY

Membership in the local union is not compulsory. Employees have the right to join, not to join, maintain or drop their membership in the local union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

The Union has the obligation to represent all non-probationary employees within the bargaining unit. Those employees shall have the following options:

The first being to join as full members of the Union and be entitled by that status, to participate in all Union functions, activities, and receive all benefits awarded by such membership.

All employees who are Union members shall, as a condition of employment, pay to the Local Union and the Local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment. If, however, during the term of this Agreement State Law is altered to permit an agency shop, all employees shall, as a condition of employment, pay dues to the Union. The shop steward of the Union will issue the monthly dues receipts to the Public Works Department who will then attach the dues receipts to the paychecks of each employee.

The second option being not to join as full members of the union, but to have an amount equal to eighty percent (80%) of the prevailing dues, as an agency fee, deducted from their wages by the employer and forwarded to the Local Union in the same manner as are regular dues for full members. Such agency fee is for services rendered by the Union on the employees behalf, such as, but not limited to, negotiation of wages, benefits and conditions of employment, resolution of disputes arising from the bargaining agreement and protection of job security. If an employee initiates a proceeding seeking relief from, or exemption to, such agency fee, the Local Union shall continue to receive payments under this provision, however, the monies in question shall be held in escrow pending resolution. Such action for relief shall not be by method of the grievance procedure within this Agreement but by legal actions solely the responsibility of that individual employee. It is understood that the implementation of such agency fee is not contrary to existing State or Federal Statute nor is it the intention of the parties, signatory to this Agreement, to violate any employee's legal rights. The Union agrees that an audit, having been completed, justifies the amount, based on a percentage, contained herein, to be established as the applicable Agency Fee. Further, the Union agrees that at no time shall such fees, or any part thereof, be directed towards funds utilized in the internal political process of the Local Union or its affiliates.

The Union agrees to indemnify and hold the employer harmless against any and all claims, suits or orders or judgments brought or issued against the employer, as a result of any action taken, relating to the provisions of this Article.

This Fair Share provision shall not apply to any current employee who is not a member of the Union on the effective date of this Agreement (July 1, 1990); provided that it shall apply to employees who are members of the Union on the effective date of this Agreement and who thereafter become non-members.

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such

employee to immediately return to work. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 5 - CHECK-OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular weekly Union dues for those employees in the Unit who are Union members and who request in writing (by signed authorization cards) to have their regular weekly dues checked off. The City will also cooperate with the Union in facilitating the deduction of the weekly agency fees in accordance with Article 3 Union Security, of this contract. The City will forward all such dues and Agency fees to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the department under the provisions of this Article.

ARTICLE 6- MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the department; to determine the methods, means organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 - UNION ACTIVITIES

Section 1 - Time Off for Union Activities

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided one weeks written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, the City may deny said request if it is deemed that said request would cause a disruption of the employer's operations due to lack of available employees.

Section 2 - No Discrimination Because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall

not be discriminated against for his acts as such office of the Union so long as such acts do not interfere with the conduct of the employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

Section 3 - Access to Premises

Authorized agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule as determined by the Highway Operations Manager. The Highway Operations Manager or his designee shall be given prior notification of authorized agents visits.

Section 4 - Bulletin Board

The City agrees to provide suitable space for and maintain a bulletin board at the Public Works facility. The Union shall limit its use of the bulletin board to official Union business such as meeting notices and Union bulletins.

Section 5 - Shop Stewards

The City recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- B. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.
- C. Steward or Alternate shall be permitted to investigate, present and process grievances on or off the property of the employer without loss of time or pay. Such time spent in handling grievances during the regular workday shall be considered working hours in computing daily and/or weekly overtime.
- D. Stewards or Alternates must notify their immediate Supervisor of time needed for activities under this section.
- E. Investigation, processing or presentation of grievances shall not interrupt city work activities without the prior approval of the Highway Operations Manager or his designee.

For those employees needing assistance in writing grievances, the steward or alternate and the aggrieved employee shall be permitted to meet just prior to the end of the work shift (approximately fifteen (15) minutes).

ARTICLE 8 - DISCHARGE OR SUSPENSION

Section 1 – Progressive Discipline

The City and the Union agree with the tenets of progressive and corrective discipline where and when appropriate. The provisions set forth in this section, unless otherwise noted, shall be used for violations of city, state and federal laws, city policies and procedures and department policies, practices and procedures. Certain violations, such as but not limited to violations of law, negligence, repeated offenses and safety concerns, may warrant discipline not in accordance with the progressive process. In each case, it shall be the discretion of the Public Works Director or his designee to determine the appropriate discipline. Factors such as severity, consequences of the violation and the employee's prior work and disciplinary records may be considered in determining the appropriate level of discipline. Determinations by the Director or his designee may be reviewed by the Labor-Management Team and may be appealed in accordance with the grievance provisions of this agreement.

The progressive discipline process is as follows;

Oral Warning (First Violation) – requires a written record of the oral warning given and the reason(s) therefore. May be given by any department supervisory personnel. May also include referral to the city's Employee Assistance Program (EAP), if appropriate.

Written Warning (Second Violation) – requires a written notice, indicating the violation and reason(s), to the employee with copies to the union steward, personnel file and Public Works Director or designee. May include referral to EAP and/or no pay for time not worked.

Minor Suspension (Third Violation) - suspension of one (1) day without pay. Requires written notification, indicating the violation, reason(s) and dates of suspension, to the employee with copies to the Union Steward, local union office, personnel file and Public Works Director or designee. May also include referral to EAP.

Major Suspension (Fourth Violation) - suspension without pay for no less than (3) days and no more than five (5) days. Requires written notification, indicating the violation(s), reason(s) and dates of suspension, to the employee with copies to the Union Steward, local union office, personnel file and Public Works Director or designee. May also include referral to EAP.

Discharge (Fifth Violation) - termination of employment with the City. Requires written notification from the Public Works Director, indicating the reason(s) and date of termination, to the employee with copies to the Union Steward, local union office and personnel file.

Section 2 – Union Representation

For the second through fifth violations listed in Section 1, a union steward shall be present at the time of written notification. Employees shall have the option of waiving their right to have a union representative present.

Section 3 – Suspension and Discharge

In all cases involving suspension or discharge, the City shall notify the employee of the existence of an investigation that may be cause for suspension or discharge. Such notice shall also be given to a union steward. Upon conclusion and final determination a notice of final action, including suspension or discharge, shall be mailed to the employee, union steward and local Union office within one (1) working day of issuance.

Section 4 – Wages

Any employee discharged must be paid in full for wages owed him/her by the City, including earned vacation pay, at the pay period following the date of discharge. This provision shall not apply to the payment of other benefits not specifically covered by law or provisions of this agreement.

Section 5 – Appeal

Any employee wishing to appeal a disciplinary action shall utilize the grievance procedure set forth in this Agreement.

Section 6 – File Review

Two years after an incident giving rise to discipline an employee may submit a request to the Public Works Director that the incident be purged from the employee's record. Such a request shall be reviewed by a three (3) member committee composed of the City Manager or designee, the Public Works Director and Union Steward. In considering whether to purge an incident the Committee may consider the employee's work record and violations since the date of the incident in question. The employee may also submit, in writing, reasons why the incident should be purged. The decision of the Committee shall be final and binding upon all parties.

Section 7 – Loss of License

Any employee whose job description requires a driver's license, including a particular class of license and/or a commercial driver's license (CDL) designation, shall be subject to the following disciplinary actions if said license, class or designation is suspended, revoked or restricted for any reason;

- A. Suspension, revocation or restriction for a period between 61 and 120 days, the employee will receive a temporary demotion to Maintenance Person at top step or a 5% reduction in former pay, whichever is less, beginning on the 61st day of

suspension, revocation or restriction. Upon reinstatement of license or privilege the employee will be returned to the classification and pay which he/she had prior to the demotion.

Suspension, revocation or restriction for a period between 121 days and one (1) year, the employee will receive a permanent demotion to Maintenance Person at top step or a 10% reduction in pay whichever is less. Upon reinstatement of license or license privileges, the employee will not be returned to his/her former position and classification, but will be eligible for promotion in accordance with the promotion policy and available positions.

- B. Suspension, revocation or restriction for a period in excess of one (1) year or two (2) lesser periods within a three (3) year period, shall cause the employee to be discharged from employment.
- C. During any period in which an employee is disciplined or demoted under this section he/she shall not be eligible for promotion.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance shall be defined as any dispute or disagreement raised by an employee against the City involving interpretation or application of the specific provisions of this Agreement. All grievances shall be settled in the following manner:

Step 1 - The aggrieved employee(s) and the Union steward shall notify the employee(s)' immediate supervisor of a grievance within ten (10) working days of the event which caused the grievance. In an effort to resolve the grievance, a meeting shall be arranged involving the aggrieved employee(s), a union steward, the employee(s)' supervisor and the Highway Operations Manager or Assistant Public Works Director. The purpose of the meeting will be to share information, to review the grievance and to attempt to resolve or settle the dispute. The meeting shall be held within ten (10) working days from the date of notification to the employee(s)' supervisor. Written documentation of the result(s) of the meeting will be given to the aggrieved employee and the union within five (5) working days.

Step 2 - If the results of Step 1 are not satisfactory to the employee, the employee and steward may appeal to the Director of Public Works in writing within ten (10) working days of the date of the Step 1 meeting documentation. The Director of Public Works shall attempt to resolve or settle the dispute promptly and shall submit a written report of his action to the employee within ten (10) working days of its presentation.

Step 3 - (Optional) If the results of Step 2 are not satisfactory to the employee, then the employee and the union may request a meeting with the Assistant City Manager or Personnel Director to review the 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 Public Works Director's action.

Step 4 - If the Director of Public Works action is not satisfactory to the employee, the employee and steward may appeal the case to the City Manager in writing within ten (10) working days of the report of the Director. The Manager or his/her designee shall forthwith consider the appeal and may hold a meeting or hearing at his/her option. The City Manager shall reach a decision within ten (10) working days of receipt of the employee's appeal, and submit his/her decision in writing to the employee.

Step 5 - If the grievance is not settled in accordance with the foregoing steps, then the City and/or the Union may refer the grievance to mediation within ten (10) working days after the receipt of the City Manager's decision. The parties shall utilize the Maine Labor Relations Board mediation procedures in accomplishing the purposes of this step.

Step 6 - If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration within ten (10) calendar days after the completion of the mediation process prescribed in Step 5. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Either party may reject the entire panel. Both the City and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss.

1 - The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and City representatives. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The fees and expenses of the arbitrator shall be divided equally between the City and the Union, provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If the above selection procedure fails to produce an arbitrator, then a request for arbitration will be submitted to the Maine Labor Relations Board.

2 - The local Union or its authorized representative shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance, provided such requests are first made in writing to the Public Works Director.

3 - The time limits for the processing of grievances may be extended by consent of both parties, followed by written confirmation including a defined time period for the extension.

4 - All grievances shall be initiated not later than ten (10) working days after the occurrence of the event giving rise to the grievance.

5 - Should the City feel aggrieved as the result of the interpretation or application by the Union of any provision in this Agreement, the City may seek adjustment of said grievance in the foregoing manner, except that the procedure may be initiated at Step 4.

ARTICLE 10 - SENIORITY

Section 1 - List and Purpose

A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first.

Seniority shall be based upon the employee's last date of hire. Seniority, for the purpose of this Agreement shall be interpreted to mean length of continuous service only, and shall be the governing factor in all matters affecting layoff and recall provided all other qualifications are equal. In cases of promotion and work shift assignment, where ability and qualifications are equal, employee seniority will be recognized as the controlling factor. Work shift shall be defined as a scheduled period of work and shall not be considered in the same context as daily work assignment.

The City reserves the exclusive right to make day to day work assignments based upon the work required to serve the citizens of Auburn. In making day to day work assignments the City agrees to consider seniority as a factor in assigning the work available, providing such consideration does not interfere with the efficient conduct of the City's business. The Union agrees that this issue will not be processed through the grievance procedure but will be referred and reviewed within the Labor-Management Team process.

Section 2 - Layoff

In the event it becomes necessary for the City to layoff employees for any reason(s), employees shall be laid-off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff have been afforded recall notices.

Section 3 - Availability

The seniority list shall be made available to the Union within thirty (30) days after the signing of this Agreement and posted on the department bulletin board. Corrections to the seniority list shall be made within thirty (30) days of such posting. After such thirty (30) day period, the seniority list shall be deemed correct.

Section 4 - Draft

A name shall stay on the seniority list if an employee of draft age either is drafted or enlists (under the threat of draft). The name shall stay on the seniority list for four years or until the end of hostile enemy action (whichever is longer).

ARTICLE 11 - HOURS OF WORK

Section 1 - Workweek

The regular workweek shall be five (5) consecutive workdays, Monday through Friday, consisting of eight consecutive hours of work inclusive of lunch within the twenty-four (24) hour period. The normal work day, except in emergencies, is 7:00 a.m. to 3:00 p.m. In some instances, an employee(s)' hours of work may be altered on a seasonal or temporary

basis. Each spring, management will review the workload and projects scheduled for the summer months and will determine if the crews will work the regular schedule or will work four 10 hour days. Such changes may only occur if mutually agreed upon by the employee(s) involved and the Employer. Overtime at the rate of one and one half (1 1/2) shall be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Further overtime at the rate of time and one-half (1 1/2) shall be paid to employees working a designated City holiday, except on Christmas and Thanksgiving which will be double time. In the case of an altered workweek or hours, overtime shall be calculated after the daily work shift or forty (40) hours, whichever is appropriate. A lunch break of twenty (20) minutes shall be granted to all employees. The City will not relieve a person of normal duties because of overtime worked, unless requested by the employee.

Section 2 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work which they are called back for at time and one-half (1 ½) the straight time hourly rate. Call back specifically pertains only to employees who have punched out and left the premises prior to or after their regularly scheduled straight time work shift. Employees offered the opportunity to begin work early, may choose to do so and receive 1 1/2 times the regular rate for hours worked only. All other circumstances shall qualify as a "Call Back" for pay purposes. Call back minimum shall not be cumulative to hours worked, at time and one-half (1 ½), in excess of the three (3) hour minimum. Employees shall be permitted reasonable travel time (considering the location of the employee's home and weather conditions) for response to a call back. If an employee is found to have taken an unreasonable period of time to report for a call back, except for unusual circumstances, then the employee shall be compensated only for the hours actually worked. The reasonableness of the response time shall be reviewed by the supervisor and the union prior to the withholding of minimum call back pay.

Section 3 - Overtime

Employees may be assigned to overtime work at the discretion of the employer. Employees shall be expected to work overtime unless excused by the employer from November 15th to April 15th of each year. No employee shall be required to work, and shall be sent home if, during extended overtime situations, an employee informs his supervisor that he is too tired to work and said supervisor concurs. No request will be unreasonably denied. Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime shall be offered as equally as practicable among the employees in each job classification in each work area, provided the employees are qualified to perform the specific overtime work required. Daily and weekend overtime opportunities shall be accumulated on adequate records and offered overtime not worked shall be considered as worked in maintaining these records. If an employee established that he has not received his fair share of weekly overtime, such employee shall have preference to future weekly overtime until reasonable balance is re-established.

For all non-emergency overtime opportunities on the third shift, the evening (second)

shift person shall be offered the first opportunity for the overtime and vice versa for the third shift person. All such overtime opportunities must be within the offered employees job classification.

Employees who have been called back to emergency work between the hours of 11:00 p.m. and 7:00 a.m. will be paid for a breakfast break of one-half (1/2) hour that may be taken prior to 7:00 a.m. This shall be interpreted to mean as follows:

(1) The City will pay the one-half hour breakfast break for employees who work five (5) consecutive hours at some time during the third shift between 11:00 p.m. and 7:00 a.m. (for those employees not scheduled to work the next shift) and; in the event the call-out was made prior to 5:00 a.m. and would be continuous service through the first shift then the employees would be entitled to a paid one-half (1/2) hour breakfast break.

(2) Employees who have worked from 7:00 a.m. through 3:00 p.m. and are continuing work and expected to work through the night shift shall be allowed a fifteen (15) minute paid break between 3:00 p.m. and 11:00 p.m. Further, if the employee continues to work after 11:00 p.m. and is expected to continue work he shall be entitled to a paid fifteen (15) minute break. All breaks shall be scheduled at the discretion of the Highway Supervisors or their designee.

Section 4 - Rest Periods

Employees shall be permitted a fifteen (15) minute rest period during each one-half work shift. Rest periods shall be taken at times which are convenient and efficient to the current work assignment and with the approval of the supervisor. Employees shall also be permitted two five (5) minute clean-up periods, one prior to lunch and one prior to the end of the work shift.

Section 5 – Compensation Time

Employees who earn overtime may elect, at time of earning, to be paid at their current wage or may accrue hours equivalent to the overtime worked (actual hours worked multiplied by 1.5). A record of accrued compensation time (earned but not paid or used) shall be maintained by the Public Works Director or his/her designee. Employees must schedule accrued compensation time within three (3) months of the date which it was earned (unless otherwise agreed to by the Public Works Director or his designee).

ARTICLE 12 - WAGES

Section 1 - Wages

The permanent employees of the Public Works Department who are members of the

bargaining unit shall be paid in accordance with the attached wage and position classification schedules by respective fiscal year for ~~2006-07, 2007-08, 2008-09,~~ 2009-10.

Section 2 - Step Increases

Eligible employees will receive step increases in accordance with the attached wage schedule(s). In order to receive a step increase each employee must receive a successful performance evaluation. After successful completion of a probationary period and upon the date of his/her first anniversary of employment, employees will be eligible for a step increase. All subsequent step increase eligibility will occur on the employee's anniversary date of hire.

Section 3 - Acting Pay

Employees who are assigned to work in a position in a higher pay classification shall be paid the starting pay of that classification or 5% above their regular hourly rate, whichever is greater. To be eligible for the 'acting pay' employees must be assigned for an entire workshift. The provisions of this section shall not apply when an employee has not been assigned to the higher position or for bona-fide training, mandatory or voluntary.

Section 4 - ~~Wellness Incentive~~ Cafeteria Benefit Plan

Permanent employees, covered by this Agreement, may participate in the City's Cafeteria Benefit Plan. The City will contribute \$450 per year to the Plan. Reimbursement will be made in accordance with the City's Cafeteria Benefit Plan. Employees may contribute additional funds (weekly) ,said funds realized from the savings in employee health insurance cost share, up to \$150 annually to the Cafeteria Benefit Plan. Employees may also contribute the 'cash' value of up to three (3) earned sick days and up to four (4) sick leave incentive days annually to the Cafeteria Benefit Plan. Said days will be computed at the employee's current hourly rate X hours of current average workday (excluding overtime). Employees may accrue the wellness incentive to a maximum of \$2,000 Current employees and terminated employees must comply with all regulations governing the Cafeteria Benefits Plan.

Section 5 - Performance Evaluation

During the term of this Agreement, the City and the Union agree to develop job specific criteria for use in the performance evaluation process. Use of job specific performance evaluations may be implemented on a position-by-position basis, as developed.

Section 6 – Pay for Lead Mechanic

Effective 7/1/06, the pay for the Lead Mechanic will be increased to \$1,000 per year,

upon the condition that he obtain at least 2 new job-related ASE certificates each year and that those certifications are maintained from year to year. The Lead Mechanic is also eligible for the annual payment for obtaining ASE certificates as per **Article 24 Training, Section 4 Additional Certificates** as long as he meets the conditions included in that section. If the Lead Mechanic does not obtain the certifications, the pay will remain at \$750 per year.

ARTICLE 13 - HOLIDAYS

The following days shall be observed as holidays by all regular employees in the bargaining unit:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	1/2 day before Christmas
Labor Day	Christmas Day

All employees required to work during a holiday shall receive normal holiday pay plus time and one-half (1 1/2) for the hours worked, except on Christmas and Thanksgiving when employees will receive double time.

In addition, all employees in the bargaining unit will be entitled to five (5) individual floating holidays per contract year. Floating holidays must be taken within each contract year and requested by the employee at least 48 hours in advance, unless unusual circumstances exist. Scheduling and/or approval of floating holidays shall be the responsibility of the Public Works Director or designee who shall ensure that the floating holidays do not significantly interfere with the work and efficiency of the department. Provisions shall be made, however, so that no employee forfeits any floating holiday.

ARTICLE 14 - VACATIONS

Permanent employees, covered by this Agreement, shall be entitled to accrual of vacation leave in accordance with the following schedule:

6 months to completion of 4 years of service	1 day per month
5 to completion of 14 years of service	1.25 days per month
15 to completion of 19 years of service	1.66 days per month
20 or more years of service	1.75 days per month

Vacation leave shall be accrued on a monthly basis and at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. (Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave). Employees who work on an altered work shift (more or less than eight(8) hours) shall accrue vacation leave at their current accrual rate multiplied by the number of scheduled daily hours of the altered shift. Employees must be on the altered work shift for at least thirty (30) consecutive days to be eligible for the adjusted accrual rate.

Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of thirty (30) days or six (6) workweeks. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

Scheduling and/or approval of vacation leave shall be the responsibility of the Public Works Director or designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provisions shall be made, however, so that no employee forfeits any vacation leave. Vacation leave must be requested 48 hours in advance unless unusual circumstances exist.

Vacation utilization authorized shall not exceed the balance available to the employee by more than one (1) day. With the permission of the Public Works Director or designee an employee may be allowed to "borrow" one day's leave in advance but at no time may an employee "owe" the City more than one (1) vacation day.

ARTICLE 15 - SICK LEAVE

Section 1 - Purpose

It is the expectation of the employer and the union that employees be available for work. However, it is recognized that from time to time, employees may be absent due to illness. Therefore, each employee is provided with paid sick leave to accommodate periods of illness or injury. Misuse or abuse of sick leave is unfair to other employees and the city. In accordance with this agreement, employees confirmed of sick leave abuse will be subject to the disciplinary process.

Section 2 - Accrual and Use

Each employee in the bargaining unit shall be entitled to paid sick leave earned at the rate of one day for each calendar month of service. Sick leave will continue to accrue while an employee is on sick leave, with unused leave accruable to a maximum of 150 days.

Illness for which sick leave may be granted shall be actual personal illness or incapacity, quarantive, bodily injury or disease. Sick leave may also be granted because of illness of a member of the employee's immediate family, defined in this instance as spouse, child or parent.

An employee requesting sick leave must speak with a Supervisor, or on the answering machine (with an appropriately detailed message) if the Supervisor is unavailable, no later than one half-hour (1/2) prior to the start of the employee's regularly scheduled work shift on the day leave will be taken, unless unusual circumstances exist. Failure to call in one half-

hour prior to the start of a regularly scheduled work shift will be cause for progressive discipline as outlined in Article 8 - Discipline / Discharge.

Sick leave shall be credited and accrued at the rate of eight (8) hours a day and shall be charged at hourly increments. In the case of an altered work shift, sick leave shall be credited, accrued and charged at the number of hours of the altered work shift. An employee must be on an altered work shift for a minimum of one (1) month for a change in the accrual and crediting of sick leave.

The City will post the monthly vacation and sick leave report which includes each member's balance for vacation, sick leave and floating holidays. Sick leave may not be "borrowed" in advance.

The Public Works Director or designee, may as a condition of payment of sick leave require a certificate from a qualified physician certifying the following:

- a. That the employee or his family member is in such condition as to justify continued absence from employment;
- b. documenting cases of single day patterned use of sick leave;
- c. high frequency of sick leave usage.

Except as provided in this section, an employee absent on sick leave must utilize accumulated sick leave for every day absent until he or she returns to work or the sick leave is exhausted. Those employees whose absence is covered by the MMEHT Income Protection Plan have the option of using partial sick leave for the first month of absence. The employee must notify the Public Works Office Staff and the Human Resources Department within 24 hours of his/her intent to use partial sick leave. During this first month period, the employee must use at least two sick days per week to cover all weekly deductions including health insurance cost share, employee premiums for life insurance, income protection, dental insurance, cafeteria benefit plan, retirement, ICMA Loans, child support and similar deductions.

When all leave, including vacation leave and floating holidays have been utilized by an employee absent on sick leave, salary payments to the employee, including holiday pay, shall cease immediately. Once an employee has exhausted all continuous earned accrued leave benefits, the City will continue health insurance coverage and life insurance coverage of the employee (and the employee's dependents if applicable, up to and including 61 days from the date that all such leave benefits have been exhausted as long as the employee continues to pay for his share of the premiums. At the end of the 61 days he or she will have the option of continuing his or her health insurance as provided by COBRA regulations at the employee's expense, or have his or her insurance coverage discontinued until such time as the employee is able to return to work.

The Public Works Director or designee, in the use of reasonable judgment, may also require an employee to undergo a medical examination, if the employee's physical and/or

emotional condition is affecting his/her health, safety, job performance or well being. These examinations will not be unreasonably requested.

Section 3 - Retirement and Separation

One-half (1/2) of the accumulated sick leave, to a maximum of 75 days, shall be paid to an employee upon retirement with 25 years service, or upon death, to his or her beneficiary. One-half of accumulated sick leave to a maximum of 45 days will be paid to any employee separating with ten years of service. Computation of the value of each day paid shall be determined by dividing the most recent weekly salary by five.

Section 4 – Attendance Incentive

Those employees who have reached maximum sick leave accumulation (150 days) shall be entitled thereafter to exchange three (3) consecutive months of perfect attendance for one (1) vacation day to be scheduled at the discretion of the Public Works Director or designee. Employees, who have not reached the maximum sick leave accumulation, shall be granted one (1) vacation day upon the completion of three (3) consecutive months without using sick leave. For the purposes of this section the three (3) month periods are established as follows; 1 – (July, August, September), 2- (October, November, December), 3 – (January, February, March), 4 – (April, May, June). Use of sick leave for any reason (except as noted below) during any three (3) month period will deem the employee ineligible for the incentive for that period. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. It shall be the employee's responsibility to notify the department of his/her eligibility for this incentive. Upon earning an sick leave attendance incentive day an employee must elect to add the day to his/her accumulated vacation leave or to have the current value (employee's current hourly wage x current work day hours) of the day placed into the employee's Cafeteria Benefit Plan for use in the next plan year which begins on 7/1. The value of the Cafeteria Benefit Plan may not exceed the limit noted in Article 11, Section 4. Any earned vacation days shall be scheduled at the discretion of the Public Works Director or designee. It shall be the employee's responsibility to notify the department of his/her eligibility for this incentive. Any earned vacation days shall be scheduled at the discretion of the Public Works Director or designee.

ARTICLE 16 - OTHER LEAVES

Section 1 - State and Federal Family Leave

The City will comply with all provisions of the State and Federal Family Medical Leave Acts which provides unpaid employee leave for up to 10 consecutive weeks (12 weeks under the federal law) for serious, life threatening illness of the employee or the employee's

immediate family, or for the birth or adoption of a child. Leave under the Federal or State Family Leave Acts may be taken if the employee meets all of the requirements of the respective acts.

Any leave taken under the State and Federal Family Leave Acts shall be substituted for, not taken in addition to any time taken under the City's Sick Leave policy. If an employee does not have sufficient sick leave accrual to cover leave provided by the State and Federal Family Leave Acts for which he/she is otherwise eligible, said State and Family Federal Leave shall be unpaid.

Section 2 - Leave of Absence

An employee may be granted a leave of absence without pay by the City Manager on recommendation of the department head, with such leave not-to-exceed one year in length. The granting of the leave shall protect the employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the employee receive pay for municipal holidays.

For the purpose of this section Leave of Absence shall be defined as any leave without pay, of more than two weeks in duration, which is for personal reasons of the employee, and which is not occasioned by illness of the employee.

Section 3 - Military Leave

Employees who are members of the organized military reserves and who are required to perform field duty, will be granted a maximum of two weeks reserve service leave, in addition to normal vacation leave, per fiscal year. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay except as hereinafter provided.

Section 4 - Jury Duty

An employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day. Any employee who is released from active jury duty prior to 1:30 p.m. shall report to work and be available for active service.

Section 5 - Funeral Leave

Leave of absence without loss of pay shall be granted for five (5) consecutive calendar days for death of spouse or child and up to a maximum of three (3) consecutive calendar days (which must include the day of the funeral), plus reasonable travel time, shall be granted for the death of his or her immediate family. Immediate family here shall be defined to include parent, grandparent, brother, sister, father-in-law, mother-in-law, grandparents-in-law, grandchildren, and any other person living in the employee's household. Special leave shall also be granted for the funeral of a fellow employee, with the time granted not-to-exceed four (4) hours. One day's funeral leave will be granted for all other in-laws and for aunts, uncles, nieces and nephews. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, it shall be permissible to utilize sick leave.

Section 6 - Medical Leave

An employee may be allowed two (2) hours of leave for medical examination and/or tests (including dental) when medical appointments are available only during working hours (four hours if traveling 20 miles or more). Said leave shall be granted for employee appointments only. It is the responsibility of the Public Works Director or designee to insure that this benefit is not abused. Employees are required to schedule medical leave with the main office at least twenty-four hours in advance (whenever possible). Following the appointment, a medical sign-off form or a physician's slip/receipt may be required to be returned to the office and placed in the personnel file, unless unusual circumstances exist.

Section 7 - Termination

An employee who is absent from employment for any reason, excluding active military duty, in excess of one (1) year, may be terminated at the discretion of the City Manager. Employees with more than ten (10) years of continuous employment with the city will have a period, not to exceed two (2) years for the purposes of this section. Employees returning to work after a period of less than one (1) year will be returned to their prior pay and seniority. Further, in any case, employees who have reached their maximum medical improvement and who as a result are unable to fulfill their job duties may be terminated before the above time periods. Employees must return to regular duty for a sixty (60) consecutive day period in order to regain rights to a new grace period under this section.

Section 8 – Promotion Notice

With respect to promotion posting, employees on leave will be notified of the promotional opening via written notice (1st class) to their last known address.

ARTICLE 17 - INSURANCE

Section 1 - Coverage

The City will make available to all employees and their dependents (as defined by the

Maine Municipal Employee Health Trust) insurance under the Maine Municipal Employees Health Trust (MMEHT).

The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, preferred provider organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are substantially similar to those which they are replacing.

Section 2 – Cost and Health Promotion Program

The City and the employee shall share in the cost of health insurance. ~~Effective upon signing, Effective for the duration of this contract,~~ City and employee cost share for annual health insurance premiums will be 85% for the City’s contribution and 15% for the employee contribution . ~~in accordance with the following schedule:~~

In order to maintain the 15% employee contribution, the members of the bargaining unit agree to participate in a health promotion program. The Health Promotion Program will include the following components:

- Annual Physicals -- The members of the bargaining unit agree to have an annual physical with their primary care physician each year. The City will pay up to \$15.00 co-pay for the office visit. The employee will verify that he/she has received an annual physical by requesting that the physician complete a specific form generated by the City.
- Health Education – The City will provide health education for the employees at the employees’ worksite on paid time. The health education sessions will be designed to be of special interest to the members of the bargaining unit.
- Physical Fitness – The members of the bargaining unit may continue to participate in the City’s Wellness Program as designed by the City Wellness Team. In addition, the City will encourage employee involvement in physical fitness programs and develop plans, programs and incentive for participation.

This cost share shall apply regardless of the level of insurance (individual, individual with children, or family). Employees will reimburse their share on a weekly basis (48 pay periods) through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier.

Employees who do not participate in the Health Promotion Program, either in part or in whole will be subject to the following cost share schedule:

FY 2006-2007	Employee Cost Share 15%
FY 2007-2008	Employee Cost Share 20%
FY 2008-2009	Employee Cost Share 25%
<u>FY 2009-2010</u>	<u>Employee Cost Share 25%</u>

Section 3 - Cost Containment

The City reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar. 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.

Section 4 - Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder 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 procedure set forth in this 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.

Section 5 - Group Term Life Insurance Plan

During the life of the agreement, the City will make available group term life insurance through Maine Municipal Employees Health Trust or a plan which is substantially similar to the members of the Collective Bargaining Agreement. The City agrees to provide up to \$5500 toward group term life insurance coverage, provided the following conditions are met:

a. The \$5500 will be used to provide up to one unit (in addition to any life insurance provided by the insurer at no charge to the City) of actual salary for all employees in the bargaining unit. If the cost of the premiums on the aggregate salaries exceeds \$5500, the additional cost will be borne equally by all the unit members.

b. The terms of insurance policies to govern as outlined in Section 4 of this Article shall also apply to the group term life insurance.

Section 6 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

Any member of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any employee, covered by this agreement, electing to waive full coverage or

partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

a. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to three (3) months of health insurance premiums.

b. An employee 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 three (3) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

c. Employees who are married to other City (non-school) employees covered by the health insurance plan shall be eligible for an amount equal to three (3) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not to both.

d. The payments in lieu of health insurance shall be based on the premiums in effect the month the payments are paid.

e. A new employee 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.

f. If the new employee wishes to be reinstated on the health insurance plan or change his or 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.

g. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, then the employee shall repay the City the balance of the payment, pro-rated on a monthly basis.

h. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the month following the receipt of the written notice, provided that the employee meets all conditions which may be imposed by the health insurance carrier.

i. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

j. This section is effective with the signing of the contract and is not retroactive.

ARTICLE 18 - RETIREMENT

The City of Auburn is a participating district in the Maine State Retirement System for the benefit of all employees covered by this Agreement. Under this system employees may participate in a plan which provides a pension at one half (1/2) pay with twenty-five (25) years of service with the attainment of age 60 or a substantially similar plan.

The City also participates in the I.C.M.A. 401(a) plan and the I.C.M.A. 457 plan. Participation is voluntary for any of the above retirement plans. The employee may join either the Maine State Retirement Plan or the I.C.M.A. 401(a) plan, but not both. The I.C.M.A. 457 plan may be a supplement for either of the other plans. The employee contributes 5% to the 401(a) plan and the City contributes 6% to the 401(a). There is no employer contribution toward the I.C.M.A. 457 plan. The employee and the employer must meet all IRS and I.C.M.A. Retirement Corporation regulations in order to participate in the 401(a) and 457 Deferred Compensation plans.

ARTICLE 19 - WORKER'S COMPENSATION

All employees are eligible for benefits under the Workers' Compensation Act for a personal injury or compensable illness arising out of or in the course of employment.

When an on-the-job accident occurs, the affected employee shall report it immediately to his or her direct supervisor, who in turn, shall immediately notify the department head.

Medical bills, when received either by the department or the employee, are to be forwarded immediately to the Personnel Office.

If the injured employee is out over three (3) days, the department must, on the 4th day, fill out the Wage Statement and forward it to the Personnel Office. If the absence is over three (3) days, an Agreement Claim Form will normally be signed by both the City and the employee.

Medical bills are paid without any waiting period. For employee compensation there is a three (3) day waiting period. The City remains responsible for employee compensation for the first three (3) days of the absence; between four and thirteen days the insurance carrier provides compensation; fourteen days and over all compensation is retroactive to day one.

If the carrier denies payment or stops payment, the Personnel Office will contact the company, ascertain the reason, and contact the affected employee.

The affected employee in a situation such as above may petition for a hearing before the Worker's Compensation Commission and may be required by the City to petition for such a hearing.

If he or she so prefers, the employee may receive his or her normal pay by electing to have the difference between the amount of Worker's Compensation and normal pay charged to accrued sick leave. Such a choice shall be in writing.

Each time the injured employee is examined by his physician, he (physician) is to provide a statement to the City as to the employee's condition and whether or not the employee may return for light duty. If an employee is determined to have a work capacity for other than his or her regular job, such employee shall immediately report for such work as the City may arrange which is suited to the practitioner. Any employee who is determined by his treating physician, chiropractor, or other health practitioner to be fit to return to his or her regular job shall do so immediately.

The City shall have the authority to order an examination of any employee making a claim for, or receiving benefits under this section by a physician of his choice. The city shall pay for the cost of this examination.

At the end of two years absence from the City as a result of a work related accident or illness or at such time that the employee is determined by a physician that he/she is unable to return to work, whichever is first, said employee will be terminated from employment with the City of Auburn, unless extended by the City Manager after review of the employee's medical condition.

ARTICLE 20 - CLOTHING

The City will pay for the purchase of work clothing and footwear to a maximum annual allowance of ~~-\$540 (2006-07), \$555 (2007-08),~~ \$570 (2008-09, 2009-10) for each employee. Footwear shall be OSHA approved only. Allowable items include uniforms (shirts and pants), work gloves, winter jacket, insulated vest, coveralls, rain gear (different than supplied by the City), winter gloves and hats. Items specifically excluded from reimbursement from the clothing allowances are watches, wallets, knives and similar items. Foul weather gear, including rainsuit and rubber boots, three (3) pairs of good, quality work gloves annually and safety glasses will continue to be supplied by the City.

Employees are required to have with them, at all times, safety equipment and clothing required to perform the job. Such items may include, but not be limited to, hardhat, safety glasses, vests, ear protection, work gloves and safety footwear. The City will issue one pair of prescription safety glasses not to exceed \$250, when the employee has a new prescription. A second pair of tinted glasses, not to exceed \$250 will be allowed if job conditions warrant.

Employees are expected to wear clothing that is clean and in good repair to the work site. Employees will not wear clothing with any obscene, derogatory, or otherwise offensive wording, pictures or gestures on them. Clothing must meet all department safety standards.

The City shall determine the method of reimbursement to employees. Employees who are discharged, retire or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

ARTICLE 21 - DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS

The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department foreman or his designee.

Whenever practicable, major repairs on defective equipment shall be made in the shop not on the highway.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work.

If an employee is injured on the job as a direct result of violent action taken against him by a private individual(s) he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action he shall assign that right or request to the City who then shall have the right to proceed with Court action. Expenses for action by the City shall be the burden of the City and revenues derived from such action will revert to the City.

ARTICLE 22 - NONDISCRIMINATION

In accordance with applicable law, the City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment, job assignment or promotion because of such individual's race, color, religion, sex, national origin, disability or age nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, disability or age.

ARTICLE 23 - PRODUCTIVITY

The City and the Union mutually agree that a concentrated effort should be undertaken to study ways to increase the productivity of all government services including those offered by the Public Works Department. To this end, the City and the Union agree to appoint up to five (5) representatives apiece to a special committee charged with the responsibility of making recommendations for improving productivity and training in the Public Works Department.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

During the term of this Agreement, the City agrees to maintain the following practices and benefits:

- a. Employees can continue to use showers and lockers at the garage.
- b. Employees can continue to use the lunch room and vending machines after hours or during authorized breaks.
- c. Employees can continue to play portable radios in their trucks, so long as they do not interfere with the reception of mobile radio communication.
- d. Supervisors will notify employees when office/garage receives notification of personal emergencies relating to one of the employees.
- e. City will provide a flashlight for each truck.
- f. Public Works Department employees may continue to use Public Works vehicles to stop for or go get food, as long as stops are reasonably on the way.
- g. Employees can continue use of telephone for local calls. Personal calls (excluding emergency calls) shall not be made on City time except that the employee may call home to inform his family he or she will be working overtime.
- h. City will continue present practice of attempting to maintain a position for a disabled employee for a period of up to one (1) year if it appears that said employee will return to work and that maintaining the position will not be detrimental to the function of the department.
- i. It shall be the responsibility of the employees to make arrangements to get to and from work. However, in call-back situations where an employee who lives in Auburn has no other method of transportation and no other ride can be obtained, then the City may provide a ride to the worksite. In all instances, the decision of the Highway Operations Manager or his designee shall be final.

ARTICLE 25 - SUBCONTRACTING

If the city's subcontracting will result in a loss of a job of an employee, the City will meet and consult with the Union over the loss of the job. In addition, the City will:

- A. Fill a posted vacancy within the Public Works Department, if any, with an affected employee who is qualified for that vacancy;
- B. If there is no posted vacancy for which an affected employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected employee;
- C. If there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected employee from a subcontractor.
- D. If there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an employee will then be laid-off. A laid-off employee shall be recalled to his former job if a vacancy occurs within one (1) year of layoff.

If an affected employee obtains a job with a subcontractor, but is laid off by the subcontractor within two (2) years after the employee's last date of employment with the City and the following conditions exist:

- 1. The layoff of the former City employee by the subcontractor was due to the loss of the contract with the City of Auburn;
- 2. the City of Auburn resumes the performance of the work formerly performed by the contractor;
- 3. because of the resumption of such work by the City of Auburn, a vacancy exists in the Public Works Department for which the former City employee is qualified;

Then the City shall recall that former City employee for employment with the City of Auburn.

A laid-off employee or former employee may be given notice of recall by certified mail sent to the employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off employee must signify his intention of returning to work to the Director of Public Works. If delivery of the notice is unsuccessful, or if an employee fails to respond within five (5) working days of the certified receipt date, such employee shall be considered to have forfeited his rights to recall and shall be considered to have quit City

employment. If an employee signifies to the Director of Public Works his intention to return to work, he shall be given up to fourteen (14) consecutive days of the certified receipt date within which to report to work.

It is understood that the City may subcontract for reasons of economic or performance efficiency and effectiveness as long as those reasons do not include retribution on the Union for the conduction of legal Union activities.

ARTICLE 26 - TRAINING

Section 1 - Purpose

It is the policy of the Employer to provide training for its employees whenever reasonably consistent with the operational needs of the Department. Training may be in various forms, such as through providing opportunities to work in other job classifications, through offering special training on new equipment, through the institution of safety training programs and demonstrations, through presenting group instruction and programs. The Employer shall make a good faith effort to implement and provide a training program. The objective of the Employer in providing such training is to present to its employees reasonable opportunity for self-improvement and advancement within the Department.

Section 2 - Educational Opportunities

City will maintain reimbursement for educational credits as outlined in the Administrative Manual, unless otherwise specified herein.

To provide for increased educational opportunities for mechanics, arborist and welders the City will pay the cost of testing and certification for any employee who attains required or authorized certifications from the State of Maine subject to the following conditions:

1. each employee may only take each test once with the City's maximum cost to be \$150 per person;
2. the employee will be responsible for providing his/her own transportation, meals and related expenses;
3. as a result of State Certification, the City shall not be required to make any changes in the employee's job assignments, performance standards, promotions, pay, or other related matters, unless otherwise specified by this agreement.

The sole purpose of assisting employees to obtain State Certification is to provide an incentive for them to better themselves in their functional areas of employment.

Section 3 - Commercial Drivers License

The City will reimburse an employee for the cost of the Commercial Drivers License (CDL) when the CDL is a requirement for a promotion, or when the CDL is required by the City of Auburn. If an employee acquires the CDL which is a requirement for a promotion which he receives at a later date, the City will reimburse the employee for the cost of the license. The employee will provide a receipt for the cost of the license to be placed in the personnel file for future reimbursement, if entitled by the provisions of this section.

Section 4 – Additional Certifications

Employees may obtain additional ASE (Automotive Service Excellence) certifications (mechanics only) or State of Maine licenses/endorsements and receive an annual bonus. All such certifications must meet the following conditions;

- a. The certifications and/or licenses must not be required by the employee's current job description.
- b. The certifications and/or licenses must be reasonably beneficial to the Public Works Department and its work activities. The Public Works Director will render the final determination.
- c. Employees must show proof of valid certification and/or license (annually) in order to receive the specified bonus.
- d. No bonus shall be paid for certificates, diplomas or other awards granted as a result of training or course completions which do not meet all of the other conditions herein.
- e. Employees must complete their probationary period before being eligible for any bonus.
- f. Each annual bonus will be paid in January.

For each State of Maine license/endorsement (listed below), earned and maintained, the employee shall receive a \$100 annual bonus.

Class A License (State of Maine) – only Equipment Operator II, Equipment Operator and Maintenance Person positions.

Class B License (State of Maine) – only Maintenance Person and Traffic Technician II positions.

(eligible positions may only receive either the Class A or Class B bonus not both.)

Tanker Endorsement (State of Maine) - current employees (see attached list) who possess a valid tanker endorsement will be 'grandfathered' to receive the annual bonus. Said employees will continue to receive the bonus so long as they maintain the certification and are employed by the department. Any new employee who is employed by the city and possesses a valid tanker endorsement will not be eligible for the bonus. Any existing employee who does not currently possess a valid tanker endorsement but obtains said during his/her employment will also not be eligible for

the bonus. Employees whose job position does not reasonably permit the operation of a tanker will not be awarded the bonus. Employees whose current or future job description requires a tanker endorsement will not be awarded the bonus. Through attrition, retirement or loss of license the department will reduce the number of tanker endorsement bonus' to five (5).

Emergency Medical Technician (State of Maine) – any employee.

American Welding Society (AWS) – only Welder positions and two (2) other employees. Two other employees eligibility to be determined by seniority.

Structural Welding Certification – equals one annual bonus.

Pipe Welding Certification – equals one annual bonus.

MIG/TIG Welding Certification – equals one annual bonus.

For each three (3) ASE certifications earned and maintained each Mechanic shall receive a \$250 annual bonus.

The City agrees to develop a Field Training Program for the Department. The Program would conceptually provide for a standardized training program for department positions and equipment. Within the program would be the appointment of Field Trainers who would possess the skills and knowledge to appropriately train new employees or existing employees on new equipment.

ARTICLE 27 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of the Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties mutually agree to then renegotiate the terms of that particular contract provision which has been set aside.

ARTICLE 28 - ACTIVE AGREEMENT

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. Any new or amended provision(s) is subject to ratification by both parties and cannot be unilaterally implemented unless mutually ratified. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the Labor-Management Team Workplan.

ARTICLE 29 - LABOR-MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Public Works Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external), improving customer service (internal and external), increasing accountability and effectiveness, increasing productivity and realization of cost savings. For this effort, the Union agrees to appoint a minimum of three (3) representatives to the team and other members as may be needed for individual issues and/or subcommittees.

Annually, the team shall develop a Workplan (incorporated herein by reference) for the department. The Workplan will be developed to identify and prioritize those areas/issues of improvement that the team will concentrate on achieving the team's goals. Each year's Workplan is hereby incorporated into this agreement. In addition, the Union agrees to work towards the development and implementation of an employee appraisal system.

ARTICLE 30 - DURATION

This Agreement shall be in full force and effect from July 1, ~~2006-2009~~ to June 30, ~~2009~~2010 and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the undersigned have caused this Agreement to be executed.

FOR THE EMPLOYER:
CITY OF AUBURN

FOR THE UNION:
TEAMSTERS LOCAL UNION NO. 340

Glenn E. Aho, City Manager

James Carson, President

Witness

Terrance Hanlon, Secretary/Treasurer

Alan Churchill, Business Agent

Steward

Dated: July ____, 2009

Dated: July ____, 2009

Attachment A

Auburn Public Works Department

Tanker Endorsements (as of July 1, 2003)

Steve Belanger

~~Denny Bly~~

~~Bob Bussiere~~

Rick Clark

Mike Cohen

~~Jeff Kendall~~

David Knox

Alan Kolln

David Lane

~~Jeff Lavoie~~

Alex Libby

~~Roger Lizotte~~

Chuck Neal

Ed Nemethy

Donald Sjostrom

Alan Spencer

~~Sean Wheeler~~

**Public Works Department
Position Wage and Classification Scale**

7/1/2009

7/1/09-6/30/10

Step / Range	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
103.00%											
A1	Mechanic, Welder										
Annual	\$29,203.20	\$30,076.80	\$30,971.20	\$31,907.20	\$32,864.00	\$33,841.60	\$34,881.60	\$35,880.00	\$36,961.60	\$38,084.80	<u>\$39,227.34</u>
Weekly	\$561.60	\$578.40	\$595.60	\$613.60	\$632.00	\$650.80	\$670.80	\$690.00	\$710.80	\$732.40	<u>\$754.37</u>
Hourly	\$14.04	\$14.46	\$14.89	\$15.34	\$15.80	\$16.27	\$16.77	\$17.25	\$17.77	\$18.31	<u>\$18.86</u>
A	Equipment Operator I, Arborist, Bldg. Maint. Technician I, Traffic Technician I, Inventory Technician, Stock Room Attendant.										
Annual	\$27,809.60	\$28,641.60	\$29,494.40	\$30,388.80	\$31,304.00	\$32,240.00	\$33,217.60	\$34,174.40	\$35,193.60	\$36,275.20	<u>\$37,363.46</u>
Weekly	\$534.80	\$550.80	\$567.20	\$584.40	\$602.00	\$620.00	\$638.80	\$657.20	\$676.80	\$697.60	<u>\$718.53</u>
Hourly	\$13.37	\$13.77	\$14.18	\$14.61	\$15.05	\$15.50	\$15.97	\$16.43	\$16.92	\$17.44	<u>\$17.96</u>
B	Equipment Operator II (incl. 2nd & 3rd shift), Arborist Assistant										
Annual	\$26,478.40	\$27,268.80	\$28,080.00	\$28,932.80	\$29,806.40	\$30,700.80	\$31,616.00	\$32,572.80	\$33,550.40	\$34,548.80	<u>\$35,585.26</u>
Weekly	\$509.20	\$524.40	\$540.00	\$556.40	\$573.20	\$590.40	\$608.00	\$626.40	\$645.20	\$664.40	<u>\$684.33</u>
Hourly	\$12.73	\$13.11	\$13.50	\$13.91	\$14.33	\$14.76	\$15.20	\$15.66	\$16.13	\$16.61	<u>\$17.11</u>
C	Solid Waste / Recycling Operator										
Annual	\$25,188.80	\$25,958.40	\$26,728.00	\$27,539.20	\$28,392.00	\$29,244.80	\$30,118.40	\$30,992.00	\$31,928.00	<u>\$32,885.84</u>	
Weekly	\$484.40	\$499.20	\$514.00	\$529.60	\$546.00	\$562.40	\$579.20	\$596.00	\$614.00	<u>\$632.42</u>	
Hourly	\$12.11	\$12.48	\$12.85	\$13.24	\$13.65	\$14.06	\$14.48	\$14.90	\$15.35	<u>\$15.81</u>	
D	Equipment Operator, Traffic Technician II										
Annual	\$24,044.80	\$24,752.00	\$25,500.80	\$26,270.40	\$27,040.00	\$27,851.20	\$28,683.20	\$29,536.00	\$30,409.60	<u>\$31,321.89</u>	
Weekly	\$462.40	\$476.00	\$490.40	\$505.20	\$520.00	\$535.60	\$551.60	\$568.00	\$584.80	<u>\$602.34</u>	
Hourly	\$11.56	\$11.90	\$12.26	\$12.63	\$13.00	\$13.39	\$13.79	\$14.20	\$14.62	<u>\$15.06</u>	
E	Maintenance Person, Traffic Technician II, Building Maintenance Technician II, Solid Waste/Recycling Collector,										
Annual	\$22,859.20	\$23,566.40	\$24,273.60	\$25,001.60	\$25,750.40	\$26,520.00	\$27,310.40	\$28,121.60	<u>\$28,965.25</u>		
Weekly	\$439.60	\$453.20	\$466.80	\$480.80	\$495.20	\$510.00	\$525.20	\$540.80	<u>\$557.02</u>		
Hourly	\$10.99	\$11.33	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.52	<u>\$13.93</u>		
F	Vacant										
Annual	\$21,798.40	\$22,443.20	\$23,108.80	\$23,774.40	\$24,502.40	\$25,230.40	\$25,979.20	\$26,790.40	\$27,594.11		
Weekly	\$419.20	\$431.60	\$444.40	\$457.20	\$471.20	\$485.20	\$499.60	\$515.20	\$530.66		
Hourly	\$10.48	\$10.79	\$11.11	\$11.43	\$11.78	\$12.13	\$12.49	\$12.88	\$13.27		

- Notes:**
- 0% Cost of living increase applied to all steps and ranges on July 1, 2009
 - Upon successful completion of performance review - employee will move up one(1) step on their employment anniversary date
 - All employees will progress in accordance with step schedule.
 - Employees promoted from one pay grade to another will receive the starting pay for each grade promoted closest to a 5% increase over their current rate. No promotion will result in an increase greater than 11% when promoted more than one paygrade.
 - Mechanic Leadperson will receive an annual stipend of \$750.00. An additional \$250 Stipend will be earned upon the successful completion of six (6) ASE Certifications.
 - 5% between ranges and 3% between steps
 - All employees will be placed (on July 1, 2009) at the step they were on as of June 30, 2008.