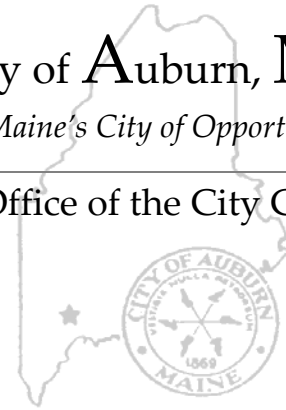


City of Auburn, Maine

"Maine's City of Opportunity"

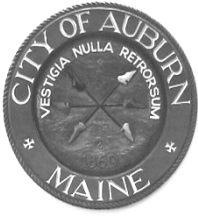
Office of the City Clerk



Council Meeting Agenda Packet

October 5, 2009

This packet contains the City Council Agenda and supporting documents. The items in this packet are bookmarked in Adobe Acrobat .pdf format. You may need to click on the Bookmark tab on the left to open the Bookmark window. If you do not see a Bookmark tab on the left, you may need to select the Show/Hide Navigation Pane button in your icon toolbar above or update your version of the Adobe Reader. You can download the free Adobe Reader application at www.adobe.com.



City Council Meeting and Workshop October 5, 2009

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

Agenda

5:30 p.m. Workshop

- A. Discussion: Loan Program Guidelines and Ten Year Plan – Reine Mynahan (30 min)
- B. Discussion: Miller Alley – One Way – Eric LaBelle (10 min)
- C. Discussion: Disposition of Merrill Hill and Land Lab (Workshop Sept 14th) (20 min)
- D. Discussion: Location of Vietnam Veterans Memorial (10 min)

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.

* Minutes of September 21, 2009

* Communication from Edward Little High School Grandstand Club Re: Waive fee for Victualers License

*Communication from Auburn Ski Association Re: Temporary Signs

II. Minutes

III. Reports

Mayor

City Councilors

- Michael Farrell: 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 Bd, L/A Joint City/School, ABDC, AVCOG, 9-1-1, Water District
- 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

100509-01 Petition requesting Discontinuance of a portion of Elmwood Road

¹ Denis Culley, Attorney/Planning Board Member, Town of Mercer

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

100509-02 Ordinance – Amendment to Zoning Ordinance – Lot Size Requirements for Two-Family in Urban Residential Zone (Second Reading)

VII. New Business

100509-03 Resolve – Authorizing the City Manager to Execute Agreement with United Ambulance Service

100509-04 Ordinance – Amendment to Chapter 26, Section 4.4 – Parking Ban & Section 4.4a Placing Snow Upon Roads and Sidewalks

100509-05 Resolve – Community Cords Program

100509-06 Sign Warrants for November 3rd Municipal Election

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
SEPTEMBER 21, 2009
CITY COUNCIL MEETING**

PRESENT

Mayor John T. Jenkins, Councilors Michael J. Farrell, 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. Councilor Robert P. Hayes was absent. There were 18 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 Herrick. Vote: 6 Yeas, No Nays.

***MINUTES OF SEPTEMBER 8, 2009**

Approved under consent agenda.

REPORTS OF THE MAYOR

Mayor Jenkins appointed Councilor Berube to serve on the Water District.

Mayor Jenkins announced September 30th – Maine Health Partnership Day – “Partnership Prescription Assistance”; he also mentioned several upcoming events at the Auburn Public Library.

REPORTS OF CITY COUNCILORS

Councilors reported on their Council Committee Assignments

REPORTS OF THE CITY MANAGER

FINANCE REPORT – MONTH OF AUGUST

Councilor Berube moved to accept and place on file the Finance Report for the month of August as presented by Tracy Roy, Finance Director. Seconded by Councilor Farrell. Vote: 6 Yeas, No Nays.

COMMUNICATIONS, PRESENTATIONS, AND RECOGNITIONS

COMMUNICATION FROM REPUBLIC JEWELRY & COIN RE: RENEWAL OF PAWN LICENSE

Approved under consent agenda.

OPEN SESSION – No one spoke – CLOSED OPEN SESSION

UNFINISHED BUSINESS

None

NEW BUSINESS

1. ORDINANCE – AMENDMENT TO ZONING ORDINANCE – LOT SIZE REQUIREMENTS FOR TWO-FAMILY IN URBAN RESIDENTIAL ZONE

Councilor Farrell moved for acceptance of first reading. Seconded by Councilor Berube. Eric Cousens, City Planner, explained the above ordinance and answered Councilors questions. Vote: 6 Yeas, No Nays.

2. RESOLVE – AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS – TAX

INCREMENT FINANCING DISTRICT #16 – WEBSTER SCHOOL REDEVELOPMENT AFFORDABLE HOUSING AND SUBMIT TO THE MAINE STATE HOUSING AUTHORITY (PUBLIC HEARING)

Mayor Jenkins opened and closed the public hearing with no public comment. Councilor Farrell moved for passage of the resolve. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

3. RESOLVE – ADOPTION OF BY-LAWS FOR INGERSOLL ICE ARENA COMMITTEE FOR EXCELLENCE (ICE)

Councilor Farrell moved for passage of the resolve. Seconded by Councilor Berube. Glenn Aho, City Manager and Peter Bushway, Parks and Recreation Director, explained the above resolve and answered Councilors questions. Vote: 6 Yeas, No Nays.

4. RESOLVE – ADOPTION OF INGERSOLL ICE ARENA TRUST FUND

Councilor Farrell moved for passage of the resolve. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

5. RESOLVE – ACCEPTANCE OF MERRILL HILL SCHOOL (PROPERTY ID 239-226) AND LAND LAB (PROPERTY ID 387-028) FROM THE SCHOOL COMMITTEE

Councilor Farrell moved for passage of the resolve. Seconded by Councilor Potvin. Glenn Aho, City Manager answered Councilors questions. Vote: 6 Yeas, No Nays.

OPEN SESSION – No one spoke – CLOSED OPEN SESSION

FUTURE AGENDA/WORKSHOP ITEMS

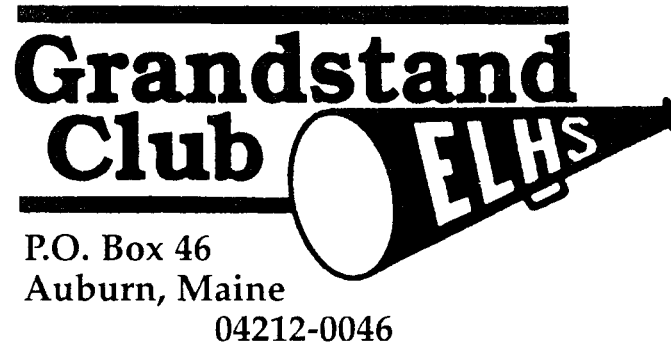
Discussions with regard to the disposition of Merrill Hill and Land Lab should take place in the near future.

ADJOURNMENT – 7:45 P.M.

Councilor Mennealy moved to adjourn. Seconded by Councilor Berube. Vote: 6 Yeas, No Nays.

A TRUE RECORD

ATTEST: _____ CITY CLERK



September 19, 2009

c/o MaryLou Magno
City Clerk
60 Court St. Suite 150
Auburn, ME 04210

Dear Mayor and Members of the City Council:

The Edward Little High School Grandstand Club is a non-profit organization that raises money to help support all the athletic teams at Edward Little High School.

Our organization has a concession building at Walton Field and we would like to have the fee waived for the victualers' license as the football season begins in September.

Thank you in advance for considering this request.

Sincerely,

Louise Whalen
Secretary

City Council

Agenda Information Sheet

Council Meeting Date: 10/5/2009 Agenda Item No. Consent

SUBJECT:

COMMUNICATION FROM AUBURN SKI ASSOCIATION RE: TEMPORARY SIGNS

INFORMATION:

The Auburn Ski Association is holding their annual ski swap on November 15th. They are requesting the placement of temporary signs advertising this fundraising event. The Police and Planning and Permitting Departments have both given their approval for this request.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of this request.

REQUESTED ACTION:

Motion for approval under consent agenda.

VOTE:

City of Auburn Me

October 1, 2009

Dear Mayor and Council -

The Auburn Ski Association (ASA) will be holding their annual Ski Swap on Sunday November 15th, 9:00-2:00 p.m. at the Auburn Middle School Cafeteria and Gym. We would like permission to place signs to inform the public of this annual event in the following locations. The public locations are: one across the street from Auburn Hall next to the Advanced Orthotics sign and the other at the intersection of Turner Street and Lake Auburn Avenue below Starbucks. The signs are basically the same size (4'x8') and construction (plywood painted white with the date, time and location of the event some have a graphic of a skier) that we have been using for over a decade.

The Auburn Ski Association is a non-profit organization that promotes skiing and snowboardng in the Auburn area. The organization helps fund the Edward Little High School and the Auburn Middle School alpine and Nordic ski programs, as well as the Snow-Mad Freestyle program, Lost Valley Ski Racing Club and Special Olympics skiing. ASA awards college scholarships each year to a male and female graduating from Edward Little High School and helps athletes who need financial support to pursue skiing (i.e., US Ski Team) by granting them funds for equipment, training and associated travel costs. Also, ASA collaborates with and supports the development of Nordic programs and trails in our city.

Jodd Bowles

City Council

Agenda Information Sheet

Council Meeting Date: 10/5/2009 Agenda Item No. 1

SUBJECT:

PETITION REQUESTING DISCONTINUANCE OF A PORTION OF ELMWOOD ROAD

INFORMATION:

The City has received a petition from three residents requesting the discontinuance of a portion of Elmwood Road. These residents are also pursuing other options and may request an alternative action at a later date.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends accepting the petition and place it on file.

REQUESTED ACTION:

Motion to accept petition and place it on file.

VOTE:

PETITION FOR DISCONTINUANCE

To the Honorable Mayor and City Council of the City of Auburn:

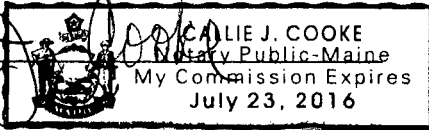
The undersigned, being the sole owners of property abutting a portion of a certain town way formerly known as the Elmwood Road in the City of Auburn, respectfully represent that said portion of Elmwood Road is no longer of public use and necessity and it is requested that the same be discontinued as a town way and as a public easement as provided in Title 23 MRSA, Section 3026 et sequ. We hereby waive any and all claims for damages arising from the discontinuance of said portion of Elmwood Road as petitioned.

This Petition for Discontinuance of a portion of the Elmwood Road based on the following:

The road is no longer necessary for use by the public.

The discontinuance will allow for improved development and management of the abutting properties.

The discontinuance will result in a financial benefit to the City of Auburn.

Callie J. Cooke
WITNESS


Altha Blackmore
OWNER

WITNESS

OWNER

WITNESS

OWNER

Description of portion to be discontinued:

Insert description of road to be discontinued.

Elmwood Road from a point 1600 feet east of Oak Hill Road easterly 2875 feet more or less to North River Road.

PETITION FOR DISCONTINUANCE

To the Honorable Mayor and City Council of the City of Auburn:

The undersigned, being the sole owners of property abutting a portion of a certain town way formerly known as the Elmwood Road in the City of Auburn, respectfully represent that said portion of Elmwood Road is no longer of public use and necessity and it is requested that the same be discontinued as a town way and as a public easement as provided in Title 23 MRSA, Section 3026 et sequ. We hereby waive any and all claims for damages arising from the discontinuance of said portion of Elmwood Road as petitioned.

This Petition for Discontinuance of a portion of the Elmwood Road is based on the following:

The road is no longer necessary for use by the public.

The discontinuance will allow for improved development and management of the abutting properties.

The discontinuance will result in a financial benefit to the City of Auburn.

Rudy Duffam

Witness

Witness

Witness

Christopher F Lewis

Owner

Owner

Owner

Description of portion to be discontinued:

Insert description of road to be discontinued.

Elmwood Road - From a point 100 feet East of Oak Hill Road, Eastaly 2875 Feet, More or less, To the North River Road.

PETITION FOR DISCONTINUANCE

To the Honorable Mayor and City Council of the City of Auburn:

The undersigned, being the sole owners of property abutting a portion of a certain town way formerly known as the Elmwood Road in the City of Auburn, respectfully represent that said portion of Elmwood Road is no longer of public use and necessity and it is requested that the same be discontinued as a town way and as a public easement as provided in Title 23 MRSA, Section 3026 et sequ. We hereby waive any and all claims for damages arising from the discontinuance of said portion of Elmwood Road as petitioned.

This Petition for Discontinuance of a portion of the Elmwood Road is based on the following:

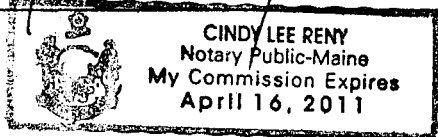
The road is no longer necessary for use by the public.

The discontinuance will allow for improved development and management of the abutting properties.

The discontinuance will result in a financial benefit to the City of Auburn.

Cindy Lee Remy

Witness



Witness

Witness

Arlene Davis

Owner

Owner

Owner

Description of portion to be discontinued:

Insert description of road to be discontinued.

Elmwood Road - From a point 1600 feet east of Oak Hill Road, Easterly 2875 Feet, more or less, to the North River Road!

City Council

Agenda Information Sheet

Council Meeting Date 10/5/2009

Agenda Item No. 2

SUBJECT:

**ORDINANCE – AMENDMENT TO CHAPTER 29, SECTION 3.43 – LOT SIZE
REQUIREMENTS FOR TWO-FAMILY DWELLINGS IN URBAN
RESIDENTIAL ZONE (SECOND READING)**

INFORMATION:

The Planning Department received a petition from a citizen for a zoning text amendment to allow two-family dwellings on lots containing at least 12,000 square feet of lot area. The current standard allows two-family dwellings on lots in the Urban Residential Zoning District with at least 14,500 square feet of lot area. The Planning Board voted to recommend approval of the attached ordinance language but requested that the Comprehensive Plan Committee consider the language and provide input. The Comprehensive Plan Committee had concerns about allowing two-family homes on smaller lots, however felt it was outside their authority to make a recommendation.

Workshop – August 17th
First Reading – September 21st

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: September 21, 2009

TITLE: ORDINANCE – AMENDMENT TO CHAPTER 29, SECTION 3.43 –
LOT SIZE REQUIREMENTS FOR TWO-FAMILY IN URBAN
RESIDENTIAL ZONE (FIRST READING)

Be It Ordained by the Auburn City Council, that Chapter 20, Section 3.43.C1 be amended as attached.

Motion for acceptance of first reading: Michael Farrell Seconded by: Raymond Berube

Vote: 6 Yeas, No Nays

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

3.43 **Urban Residence (UR)**

A. **Purpose** – This district is intended to provide for, protect and stabilize medium density urban residential areas of single and two-family detached dwellings and their adjunct public and institutional uses. It is designed to assure a family living environment in an urban setting through lot size requirements that provide adequate yard space for family outdoor activity and play space for children.

B. **Use Regulations**

1. **Permitted Uses** – The following uses are permitted:

- a. One-family detached dwellings.
- b. Two-family dwellings.
- c. Attached single-family dwellings, provided that they are approved by the Planning Board as part of a planned residential unit development and subdivision, under the provisions of Section 3.51 and 7.3 of this chapter.
- d. Accessory uses, building or structures.
- e. Farming of field crops, row crops, orchards or truck gardens.
- f. Municipal uses and buildings.

2. **Special Exception Uses** – The following uses are permitted as special exceptions after approval by the Planning Board in accordance with Article 7, Section 7.2:

- a. All uses permitted by special exception in the Suburban residence (SR) District (Section 3.42 of this Chapter), except radio, radar, television and radio-telephone transmitting towers.

C. **Dimensional Regulations** – All structures in this district, except as noted, shall be subject to the following dimensional regulations:

1. **Minimum Lot Area, Width and Depth** – No lot shall be created and/or no building shall be erected on a lot containing less than 10,000 square feet; and measuring less than 100 feet in width. No

lot shall be less than 100 feet in depth. No two-family dwelling shall be erected on a lot containing less than ~~14,500~~ 12,000 square feet.

2. **Density** – The density of single-family dwelling units shall not exceed four units per acre. The density of two-family dwelling units shall not exceed six units per acre.
3. **Yard Requirements**
 - a. **Rear** – There shall be behind every building a rear yard having a minimum depth of 25 feet or 25% of the average depth of lot, whichever is less.
 - b. **Side** – There shall be a minimum distance of 5 feet between any building and the side property line plus the side yard set back shall be increased 1 foot for every 5 feet or part thereof increase in street frontage over 50 feet to a maximum of 15 feet for side yard setback.
 - c. **Front** – There shall be in front of every building a front yard having a minimum depth of 25 feet or 25% of the average depth of the lot, whichever is less.
4. **Height** – The height of all structures shall be limited to two and one-half stories or 35 feet in height with the following exceptions:
 - a. A farm accessory building or structure, church or temple, or windmill may have a maximum height of 65 feet from grade, provided that the front yard, rear yard and each of the side yards shall be increased by one foot for each foot in height in excess of 35 feet.
5. **Off-Street Parking** – Off street parking spaces shall be provided in accordance with the requirements for specific uses as set forth in Article 4 of this Chapter.

City of Auburn, Maine

"Maine's City of Opportunity"

Office of Planning & Permitting

Planning Board Report

To: Auburn Planning Board

From: Eric J. Cousens, City Planner

Re: Citizen petition for zoning text amendment – Public hearing for a recommendation to the City Council on a proposal to amend the City Of Auburn Zoning Ordinance Chapter 29, Section 3.43.C.1 to allow 2-family dwellings in the Urban Residence zoning district on lots with a minimum of 12,000 square feet of lot area (current standard requires 14,500 sf) pursuant to Section 8.1 of Chapter 29.

Date: July 14, 2009

I. HISTORY

In September of 2005 James A. Owen and Tammy Thurston applied for a building permit to construct a 3-car garage with living space on the second floor at 8 Hazelhurst Street. The applicants informed Staff that they had a relative that was moving in with them and would occupy the new space as well as share the rest of the single family home and cooking facilities with them-as a single family unit. Although they were not proposing a second residential unit at that time the plans looked as though the new space could be easily converted to a second unit. Based on past experiences with similar situations Staff made them aware of the lot size requirements of the UR zoning district and that based on those standards, their lot (12,600+/- square feet) could not accommodate a second unit. A copy of the certificate of occupancy, with conditions, is to the right. Recently, we learned that the two spaces have been separated and each space contains kitchen and bath facilities, thereby, creating two residential units by definition. The unit above the garage has also been rented separately for some time. The property owners informed staff that the only way that they could afford to stay in their home was to have the second unit. As we always do in enforcement matters, Staff discussed all of their options with them and they included the following:

CITY OF AUBURN, MAINE

Community Development Department

CERTIFICATE OF OCCUPANCY

ISSUED TO: James A. Owen

DATE: 02/27/06

This is to certify that the building or part thereof located at 8 Hazelhurst Street Map No. 209-113 has had a final inspection under building permit No. 45885 and occupancy is hereby authorized.

Limiting Conditions: Use of space is, and shall remain single family use only. No rental of space allowed. No secondary cooking facilities are allowed.

This Certificate Supersedes Certificate Issued Mark C. Stambach Building Inspector

1. Purchase land from an abutter to increase their lot size to at least 14,500 square feet. This option was eliminated due to abutters’ lot size requirements.
2. Eliminate the second unit’s kitchen, make the spaces function as a single unit and cease renting to a second family unit.
3. Propose a change to the ordinance as every citizen has a right to consideration of a change by petition.

II. PROPOSAL

We have received a petition from more than 25 registered voters to amend the City Of Auburn Zoning Ordinance Chapter 29, Section 3.43.C.1 to allow 2-family dwellings in the Urban Residence zoning district on lots with a minimum of 12,000 square feet of lot area (current standard requires 14,500 sf). The City Clerk has verified the signatures as required by the Ordinance. I provided the above history to be completely open about what got us to this point; however, I am sure the Board will give this an objective review based on the merits of the proposal and not the history. The purpose statement of the UR zone is shown below:

Purpose – This district is intended to provide for, protect and stabilize medium density urban residential areas of single and two-family detached dwellings and their adjunct public and institutional uses. It is designed to assure a family living environment in an urban setting through lot size requirements that provide adequate yard space for family outdoor activity and play space for children.

Based on the Ordinance and Comprehensive Plan, Staff is neither for, nor against this change but will give the Planning Board as much information as possible to consider the change and make a recommendation to the City Council. The change, as proposed, would apply to all UR zoned areas in the City. Attached is a map titled “URBAN RESIDENTIAL ZONE” that shows all of the properties within the UR zone with a red outline. Inside that red outline the properties are color coded into three categories:

Yellow - All UR zoned properties with a single-family use (LUC 01).

Green - All UR zoned properties with a two-family use (LUC 02).

Pink- All UR zoned properties that that are not one of the above.

A data table from the City GIS is provided below. The focus will be on the column showing those lots with between 12,000 and 14,500 square feet of lot area. At first glance, it would appear that approximately 227 lots would gain flexibility if the proposed change is to pass. The 227 lots are those lots with a single-family home in the UR

	Total	<u>Over 14,500 square feet</u>	<u>Between 12,000 and 14,500 square feet</u>	<u>Under 12,000 square feet</u>
<i># of Lots in the UR Zone</i>	3370	1408	287	1675
<i># of Lots in UR with LUC 01</i>	2529	1020	227	1282
<i># of Lots in UR with LUC 02</i>	263	121	23	119

zone that, under the current standard could not accommodate a two-family home, but would be allowed to add a unit if the standard were changed to 12,000 square feet. If you add lots with LUC 01 (227) and LUC 02 (23) and subtract that (250) from the total # of lots in the UR zone (287), you will notice that there are 37 lots in the UR zone with a lot size between 12,000 and 14,500 square feet that are unaccounted for. Those lots are either unbuildable for frontage or some other reason, used for a non-conforming use (could be commercial or multi-family) or just raw land. With our existing data, it would be more difficult to account for each of those 37 properties than it is worth for this discussion. Based on the above there are approximately 227 properties out of the 9,000 plus properties in the City that would be directly affected by this change.

There is one other provision in the City of Auburn Ordinance that significantly changes the number of impacted properties. Chapter 29, Section 3.1. C reads as follows:

Conversion of One-Family Dwellings – In all residential, general business and central business districts, one-family dwellings erected prior to January 1, 1958 may be converted to two-family dwellings provided that:

1. Any floor space created by additions to the existing structure after January 1, 1958 shall not be converted to a second dwelling.
2. There will not be less than one accessible off-street parking place of 200 square feet area, exclusive of driveways, per dwelling unit resulting from such conversion.
3. Stairways leading to any floor above the first floor will be enclosed within the exterior walls of the dwelling and any fire escapes required will be on the rear or one side of the dwelling and not on any wall facing a street.
4. After such conversion, the building converted will retain substantially the appearance and character of a one-family dwelling.

Of the 227 lots in the UR zone, with a single-family use and between 12,000 and 14,500 square feet of lot area, there are approximately 80 that were built after January 1, 1958. These 80 lots (.8% of lots in Auburn) are the lots directly affected by this change and the property at 8 Hazelhurst is one of them. The other 147 lots (227-80) in the UR zone, with a single-family use and between 12,000 and 14,500 square feet of lot area could already be converted regardless of lot size if the condition of Section 3.1.C.1-4 could be met. For perspective, there are 1,161 UR zoned lots with less than 14,500 square feet of lot area that, regardless of lot size, could be converted to allow a second unit under Chapter 29, Section 3.1.C.

It is staff's opinion that the proposed ordinance change will not have a significant positive or negative impact on the community, but it would increase the number of lots that would allow a two-family home in the UR zoning district. Some property owners would not choose to take advantage of this flexibility, while others could for a rental income or simply an in-law

apartment. Some neighbors may not want a two-family home next door, but many of the older single-family neighborhoods were built before 1958 and could already allow a second unit. I hope the above information will help the Board consider this proposal.

III. RECOMMENDATION:


Staff recommends that the Planning Board consider the proposal to amend the City Of Auburn Zoning Ordinance Chapter 29, Section 3.43.C.1 to allow 2-family dwellings in the Urban Residence zoning district on lots with a minimum of 12,000 square feet of lot area (current standard requires 14,500 sf) and determine if such a change is warranted and/or appropriate and forward a recommendation to the City Council.

Eric Cousens
City Planner

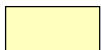
URBAN RESIDENTIAL ZONE

 Urban Residential Zone

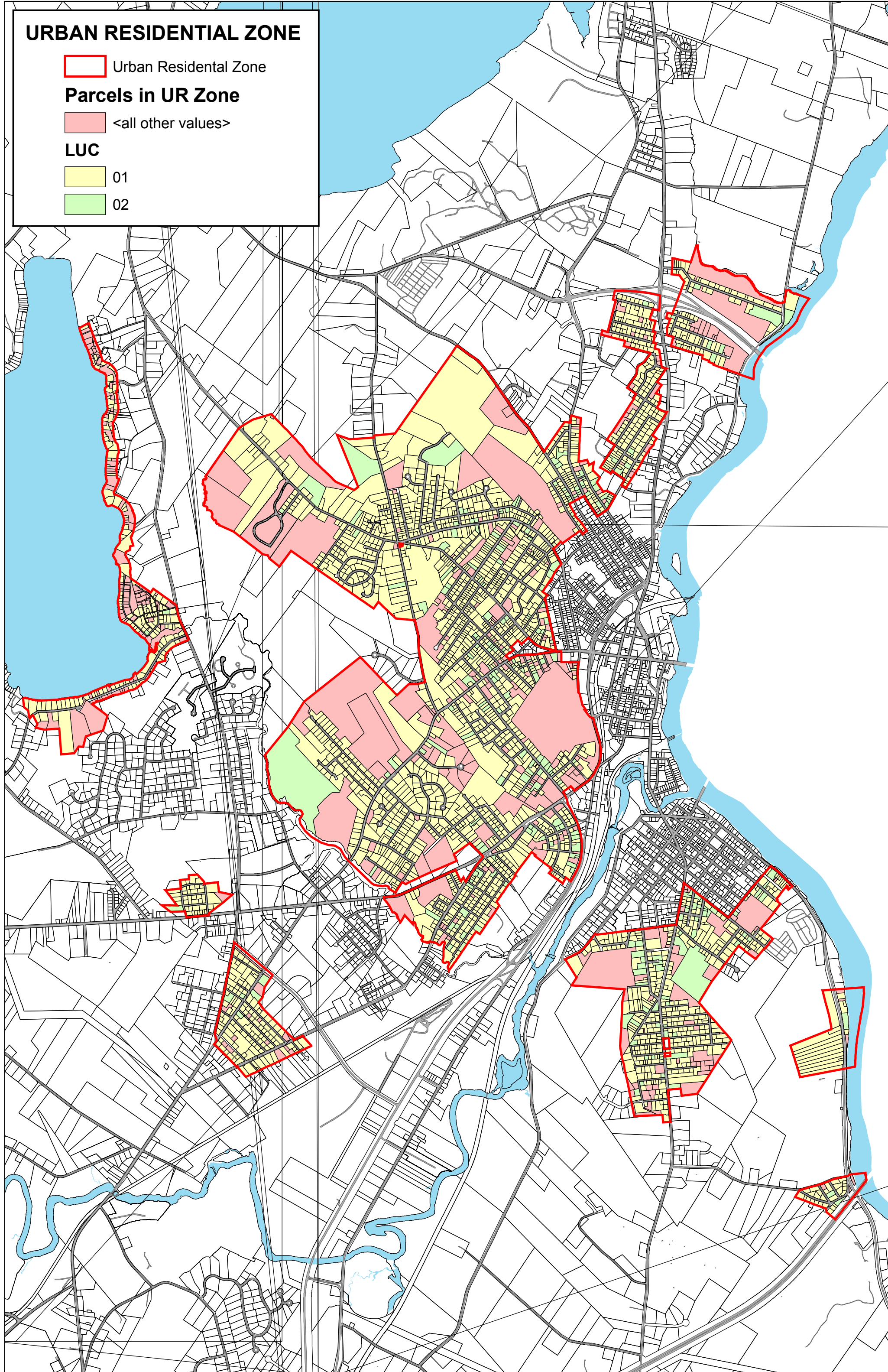
Parcels in UR Zone

 <all other values>

LUC

 01

 02



City Council

Agenda Information Sheet

Council Meeting Date: 10/5/2009 Agenda Item No. 3

SUBJECT:

**RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE AGREEMENT WITH
UNITED AMBULANCE SERVICE**

INFORMATION:

The Emergency Medical Services Public/Private Agreement is between United Ambulance and the City of Auburn for future Emergency Medical Responses for Auburn. The agreement outlines the requirements for response times, revenue generation, training opportunities and collaboration on quality assurance and quality improvement between both agencies. This agreement was made to save costs, generate revenue and still provide the City of Auburn with efficient and effective Emergency Medical Services.
Workshop - September 21st.

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: October 5, 2009

**TITLE: RESOLVE – AUTHORIZE CITY MANAGER TO EXECUTE
AGREEMENT WITH UNITED AMBULANCE SERVICE
RE: EMERGENCY MEDICAL SERVICES**

Be It Resolved by the Auburn City Council, that the City Manager is hereby authorized to execute an agreement with United Ambulance Service. A copy of the agreement 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

Public/Private Exclusive Service Agreement Between United Ambulance Service and City of Auburn Fire Department

This Agreement made and entered into as of the ___ day of ____, 2009, is between **United Ambulance Service (UAS)**, having a primary place of business at 192 Russell Street, Lewiston, Maine, 04240, and the **City of Auburn, Maine (Auburn)** with its primary municipal offices located at **Auburn Hall, 60 Court Street, Auburn, ME 04210**.

Recitals

1. WHEREAS Auburn's Fire Department maintains and operates a non-transporting emergency first responder service with employees who provide emergency medical treatment, but who do not routinely provide transportation of ill or injured persons, and
2. WHEREAS UAS desires to provide Auburn with advanced life support, paramedic level, ambulance service directed to maintain, improve, or prevent deterioration of a physiological or psychological condition of a patient, and which are appropriate to be delivered by trained personnel at the scene and during transportation to the hospital, and
3. WHEREAS Auburn desires to avail itself exclusively of UAS's Services.

Now, Therefore, in consideration of the premises and the mutual terms, conditions and covenants contained herein, the parties agree as follows:

SERVICES COVERED BY AGREEMENT

A. LEVEL OF AMBULANCE SERVICE

- i. Pursuant to this exclusive arrangement, UAS will, at all times, provide ambulance services that meet or exceed all requirements under, state and federal law for licensure as Paramedic Level ambulance services.
- ii. The ambulance vehicles shall, at all times, be licensed by the State of Maine and meet all requirements and regulations for licensure at the advanced life support level of care, which requirements and regulations may be amended from time to time.
- iii. Response times, defined as the time from dispatch of the ambulance to ~~the time~~ the time of arrival on scene for scene for emergency calls requiring lights and siren, ~~shall not~~ shall not exceed ~~sixeight~~ (68) minutes, for ~~ninety percent~~ ninety percent (90%) of all emergency calls. Response times for calls not requiring lights and sirens shall not exceed ~~ten~~ eleven (101) minutes for ninety percent (90%) of all such calls. Manner of response will be determined by Emergency Medical Dispatch (EMD) protocols or on scene Auburn Fire personnel. It is understood by the parties that calls involving bad weather driving conditions or unusual isolated unforeseen circumstances shall not be used for the calculation of response times.

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B. AMBULANCE DEPLOYMENT

Acknowledging that Auburn will not provide transport services for the duration of this Agreement, and acknowledging that UAS shall be the exclusive provider of services defined herein, UAS shall ensure that one ambulance will at all times be available to provide service within City limits for emergency response and transportation. A second ambulance will be immediately available for emergency response within Auburn City limits in a time not to exceed ~~teneleven~~ (101) minutes. This provision does not preclude the use of mutual aid units as determined necessary and appropriate by UAS.

C. COMMUNICATIONS

Lewiston / Auburn 911 Communications Center will receive and process all requests for emergency medical services. When indicated by EMD protocol, all emergency calls received by UAS for the City of Auburn, unless otherwise specifically requested by the caller, will be immediately forwarded to Lewiston / Auburn 911 Communications Center.

D. PERSONNEL

- i. UAS, unless otherwise required to provide a higher level of staffing by Maine law, rule, or regulation, will staff each primary response ambulance with a minimum of one (1) Maine licensed basic emergency medical technician and one (1) Maine licensed paramedic.
- ii. UAS will ensure that all personnel assigned to provide emergency medical services and treatment under the terms of this Agreement (a) are ~~qualified—professionals~~qualified professionals approved by ~~UAS, UAS~~, (b) at all times maintain a valid State of Maine EMS provider's license and (c) at all times possess the necessary and appropriate certifications as required to provide the level of care defined herein. Further, UAS personnel will be familiar with major access points and roads in the Auburn area.
- iii. UAS, upon request, and for a purpose which is mutually agreeable, will provide Auburn with a list of all personnel who will perform services under the terms of this Agreement, including licensure credentials for each.
- iv. UAS, through its outreach program, will continue to provide training and continuing education units to the Auburn Fire Department. Upon mutual agreement of the parties hereto, this service may be expanded to include additional training such as ACLS, PHTLS, PALS, NALS and other specialty courses, or courses leading to licensure as defined by the Maine Emergency Medical Services System Rules.

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v. Auburn's Engine Companies will respond to emergency calls with personnel credentialed, at a minimum, to the basic EMT level for the first year of this Agreement. In any subsequent year of the term of this Agreement, Auburn will transition its emergency response personnel to employees credentialed at the ALS level with the goal of paramedic level in accordance with the collective bargaining agreement between Auburn and the Union ~~(as defined in M.iii)~~ that is then in force.

vi. Auburn's Fire Department will offer training to ~~UAS employees~~UAS employees such as Haz-Mat, ICS, NIMS, incident rehabilitation, and other programs which may be of interest to, or required of, UAS personnel.

vii. All UAS personnel shall be the employees or agents of UAS. UAS shall be responsible for payment of all unemployment, social security and other payroll taxes, including all contributions as required by state and federal law, for all of ~~its employees~~its employees.

viii. The parties hereto agree that they are independent contractors and not engaged in a joint venture or other partnership arrangement. In as much as UAS and Auburn are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties.

E. QUALITY IMPROVEMENT/ ASSURANCE

Quality improvement and assurance programs shall be maintained by both parties hereto, and upon mutual agreement the parties shall collaborate on the development and utilization of each.

F. INSURANCE REQUIREMENTS

Upon the effective date of this Agreement and at all times during the term of this Agreement UAS shall purchase and maintain, without lapse, insurance written by one or more responsible insurance companies, including the following coverage:

A. Comprehensive automobile and general liability insurance with minimum coverage limits as follows: (i) Bodily injury liability for each person, One Million Dollars (\$1,000,000.00); each occurrence, Three Million Dollars (\$3,000,000.00); (ii) property damage liability Fifty Thousand Dollars (\$50,000.00) for each ~~person,~~person and Three Hundred Thousand Dollars (\$300,000.00) for each occurrence;

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B. Workers Compensation and Employer's Liability insurance on employees as required by applicable statute, including but not limited to the Maine Workers' Compensation Act;

C. Professional Liability insurance insuring against errors and omissions in the provision of services with a minimum coverage limit ~~of One of One~~ Million Dollars (\$1,000,000.00).

UAS shall provide evidence of such insurance to Auburn at the commencement of this Agreement and at any time during the term of this Agreement upon written request of Auburn. Such policies shall be written so that Auburn shall be an additional insured under UAS' general liability insurance, and shall be provided no less than thirty (30) days advance notice of the termination, suspension, amendment or alteration of any of the afore referenced insurance coverage.

G. VEHICLE AND EQUIPMENT

i. UAS shall be responsible for the cleanliness and maintenance of all vehicles and equipment in a manner that ensures safe and dependable operations at all times.

ii. Vehicles shall be ~~licensed~~ at licensed at the Paramedic level, and shall be registered and ~~inspected~~ in inspected in accordance with the State of Maine Motor Vehicle Regulations. Any vehicle that does not pass such inspection shall not be used for services under this Agreement.

H. BILLING

It shall be the exclusive right of UAS to bill patients and third party payors for supplies and services provided by UAS or carried out by its employees or contractors in accordance with third-party or governmental payer guidelines. Under no circumstances shall Auburn, through its employees or other agents, bill any patient or any public or private third-party payment source for any services provided by UAS within the scope of this Agreement. The parties shall provide reasonable cooperation to one another in their respective efforts to collect billing information from patients, secure prompt payment of bills, and resolve questions, complaints or disputes about billing matters.

No person shall be denied emergency transportation because of inability to pay, nor shall such person be required to pay for emergency treatment or transportation in advance of such services.

I. COMPENSATION

i. After jointly re-designing EMD protocol response modes UAS will pay Auburn a fee ~~in accordance with Schedule 1 hereto attached representing an amount~~ \$100 per call for

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services provided by Auburn Fire Department when first responding to calls for which UAS ultimately transports the patient. For the first year of the term of this Agreement, rates may be adjusted by mutual agreement of the parties to reflect a modification of response modes at Auburn Fire Department EMD. In recognition of the foregoing rate volatility, UAS will not pay more than \$100,000.00 ~~in any~~ in any calendar year during the term of this Agreement. By mutual agreement of the parties, the rate in any subsequent terms may be adjusted at a rate commensurate with charges reflected in amendments to the Medicare Fee Schedule.

ii. Upon receipt of quarterly invoices from Auburn for services rendered under the terms of this Agreement, UAS ~~will make~~ will make payment within thirty days of receipt of said invoice.

J. TERM

This Agreement shall become effective on July 1, 2009, and shall terminate on June 30, 2011 (“Initial Term”), unless earlier terminated as provided in this Agreement. The parties hereto may renew the Agreement for subsequent terms of two fiscal years (July 1 – June 30) (“Renewal Term”) by providing one ~~another~~ no less than Thirty (30) days written notice ~~of an~~ of an intent to renew. The terms and conditions of each renewal term shall be the same as those set forth herein unless changed in writing by the parties hereto.

K. MUTUAL WARRANTIES

The parties warrant and represent to each other that (i) they have full right and authority to enter into this Agreement and that neither is under any pre-existing obligation or obligation inconsistent with the provisions of the Agreement; (ii) the parties’ rendition or receipt of services called for by the Agreement, respectively, do not and will not violate any applicable law, rule, regulation or any contracts with third parties; (iii) the parties are compliant with all applicable laws, rules and regulations pertaining to their respective businesses and operations, and (iv) the parties have acquired and will at all times maintain all applicable permits, certificates and licenses applicable to their respective businesses and operations and will observe and conduct their respective activities consistent with all applicable laws, rules and regulations, including without limitation all State and Federal regulations and statutory requirements regarding the disclosure of protected health information.

L. TERMINATION

i. Termination For Cause. Either party may terminate or cancel this Agreement if the other party fails to perform or observe any term or condition of this Agreement and such failure shall continue un-remedied for Fifteen (15) days after receipt of written notice.

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ii. Termination Without Cause. This Agreement may be terminated by either party without cause upon Ninety (90) (or 60) days' written notice to the other of its intention to terminate.

iii. Termination As The Result of Ruling Against Auburn by Auburn Firefighters Association, Local 797, International Association of Firefighters, AFL-CIO (**Union**). If at any time subsequent to execution of this Agreement the Union obtains a ruling against Auburn with regard to Auburn's hiring of UAS for the services indicated in this Agreement, ~~Auburn~~, Auburn shall have the right to terminate this Agreement without penalty upon written notice to UAS of its intention to terminate.

M. FORCE MAJEURE

Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, labor disputes, civil or military authority, acts of God, public enemy, terrorism, inability to secure fuel, or inclement weather. In such event the affected party shall immediately give notice to the other party and shall do everything possible to resume performance. If the period of nonperformance exceeds Thirty (30) days from the receipt of notice of the force majeure condition, the party whose ability to perform has not been so affected may by giving written notice terminate this Agreement.

N. OWNERSHIP OF RECORDS

The ownership and right of control of all reports, records and supporting documents prepared in connection with the performance of services in the scope of this Agreement shall vest exclusively in the party hereto creating such record.

O. FEDERAL GOVERNMENT ACCESS TO RECORDS

In accordance with the provisions of Section 1861(v)(1)(i) of the Federal Social Security Act, as amended, and the regulations promulgated pursuant thereto, the parties shall comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this Agreement:

i. Until the expiration of Four (4) years after the furnishing of such services pursuant to this Agreement, UAS, and to the extent Auburn is in possession or control of said records, shall make available to the Secretary of the Federal Department of Health and Human Services or

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the Comptroller General of the United States, or any of their duly authorized representatives, upon their written request, this Agreement, and books, documents, and records to the extent necessary to certify the nature and extent of the cost of services pursuant to this Agreement; and

ii. If UAS or Auburn carry out any duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a Twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of Four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available to the Secretary of the Federal Department of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, upon their written request, the subcontract, and books, documents, and records of such organization to the extent necessary to certify the nature and extent of the cost of services provided pursuant to such subcontract.

iii. If a party is required to disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation by a regulatory authority purporting to have jurisdiction over it, such party shall promptly notify the other party of the nature and scope of such request and shall make available, upon written request of the other party, all such books, documents or records, and shall only release such information to the regulatory authority to the extent legally required.

P. GOVERNMENT REGULATIONS

~~i. Generally.~~ **Generally.** The parties intend that this Agreement and the performance of the parties of their respective obligations hereunder shall be in accordance with (1) the applicable provisions of limitations and requirements of the National Planning and Resources Development Act of 1979 (Public Law 93-641, as amended), Titles XVIII and XIX of the Social Security Act (Medicare and Medicaid), the Maine Certificate of Need Act of 1978 (22 M.R.S.A. §§ 301-324), or the Health Care Practitioner Self-Referral Act (22 M.R.S.A. §§ 2081-2087), all as from time to time in effect, and (2) the limitations and requirements applicable to the Corporation in connection with its classification as an organization described in Sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code as from time to time in effect. In the event that, following the execution of this Agreement, such statutes, implementing regulations, or interpretative policies are substantially modified by Federal or State agencies in a manner which substantially and adversely affects the ability of either party to perform its obligations under this Agreement, either party may terminate this Agreement upon written notice to the other.

~~ii. Fraud.~~ **Fraud and Abuse.** The parties acknowledge that although UAS is obligated to provide emergency medical services for the benefit of the community as specified in the

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Agreement, there is no obligation ~~for UAS~~^{for UAS} or any employee or agent of UAS to refer patients to specific facilities within the community. Any compensation provided herein by one party to the other has been negotiated on the premise that such party shall pay an amount that represents the fair market value for the services or supplies provided by the other party and for which such compensation is made. Neither party will conduct itself under the terms of this Agreement in a manner that would constitute a violation of the Medicare and Medicaid Fraud and Abuse provisions (42 U.S.C.A. §1395 nn(b), 1396h(b)), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 U.S.C.A. Section 1320a-7, et seq.) and the Health Care Practitioner Self-Referral Act.

iii. **Non-Discrimination.** Without limitation as to any provision herein set forth, the parties to this Agreement expressly agree to abide by any and all applicable federal and/or state equal employment opportunity, statutes, rules, and regulations, including, without limitation, Title VII of the Civil Rights Act of 1964; the Equal Employment Opportunity Act of 1972; the AIDS, Discrimination, and Employment Act; the Equal Pay Act of 1963; the National Labor Relations Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; the Occupational, Safety, and Health Act of 1970; and the Americans with Disabilities Act of 1990, all as may be from time to time modified or amended. The parties further agree to hold each other harmless from any and all liability arising from any breach of this covenant by the other party.

Q. NOTICES

Any notice required to be given under the terms of this Agreement shall be deemed duly served if sent by certified mail, return receipt requested through the United States Postal Service, to the address set forth at the beginning of this Agreement or such different addresses which may be established from time to time by either party upon giving written notice thereof to the other party to this Agreement. All notices shall be effective upon receipt or refusal.

Notwithstanding the foregoing, if any notice is sent by certified mail and is not claimed by the addressee, then such notice shall be deemed to be effective Five (5) business days after the date of its mailing.

R. MISCELLANEOUS

i. This Agreement constitutes the entire understanding and contract between the parties. Any modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties.

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ii. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term or provision thereof shall be valid and enforced to the fullest extent permitted by law.

iii. Waiver by either party of any breach of this Agreement by the other party in a particular instance shall not operate as a waiver of subsequent breaches of the same or different kind. The failure of either party to exercise any rights under this Agreement in a particular instance shall not operate as a waiver of the parties' right to exercise the same or different rights in any subsequent instance.

iv. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between the parties arising out of or related to this Agreement.

v. All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently, without waiver of any other remedies. The failure of either party to act in the event of a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

vi. UAS shall not assign this Agreement or subcontract any portion of the services without first obtaining Auburn's written authorization. UAS shall ensure (and hereby represents) that any such subcontractor shall strictly comply with the provisions of this Agreement with respect to any services performed for Auburn on behalf of UAS.

IN WITNESS WHEREOF: the undersigned have caused this agreement to be executed as of the date first written above.

WITNESS

UNITED AMBULANCE

By: _____
Paul Gosselin
Executive Director

WITNESS

CITY OF AUBURN

By: _____
Glenn Aho
City Manager

Public/Private Exclusive Service Agreement Between United Ambulance
Service and City of Auburn Fire Department

City Council

Agenda Information Sheet

Council Meeting Date: 10/5/2009 Agenda Item No. 4

SUBJECT:

**ORDINANCE – CHAPTER 26, SECTION 4.4, PARKING BAN AND SECTION
4.4a PLACING SNOW UPON ROADS AND SIDEWALKS
(1st READING)**

INFORMATION:

The City's existing winter parking ban prohibits parking from November 15th to April 15th between the times of 12:01 am to 7:00 am. Due to these restrictions, many property owners, primarily of multi units, have taken measures to accommodate their tenants. Many plow and/or pave the areas around their building. The current ordinance restricts parking for 150+ days, while we have an average of 15 to 25 yearly plowing events per winter. Therefore staff is proposing the language in Section 4.4 be amended and a new Section 4.4a be added with the attached language.
Workshop - September 21st

STAFF COMMENTS/RECOMMENDATION:

City Manager recommends approval of first reading.

REQUESTED ACTION:

Motion for approval of first reading.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: October 5, 2009

TITLE: ORDINANCE – CHAPTER 26, SECTION 4.4 PARKING BAN & SECTION 4.4a PLACING SKNOW UPON ROADS AND SIDEWALKS

Be It Ordained by the Auburn City Council that the Section 4.4 be amended to read as follows and that Section 4.4a be added as follows:

Section 4.4 Winter Parking (Current Wording)

No vehicle shall stop or park upon any of the public streets and ways of the City for more than one hour each day from 12:01 a.m. to 7:00 a.m. during the period of time from November 15th of each year to April 15th of the following year.

Section 4.4 Parking Ban (Proposed Wording)

The City of Auburn Police Chief or his designee shall be authorized to implement a City wide or partial City parking ban. During a parking ban, no person shall park any motor vehicle on any public right of way maintained by the City of Auburn at any time in such a manner as to impede snow plowing, snow removal, special event or road surface treatment operations.

Information regarding vehicles found impeding the operations by the City of Auburn or independent contractors engaged by the City of Auburn will be turned over to the Auburn Police Department for removal and impoundment.

Any vehicle parked in violation may be authorized to be towed and stored by the Chief of Police or his designee. Any vehicles towed and stored can be released to the owner upon payment of the towing fee (established by the towing firms), impoundment fees and any outstanding parking violation fines.

Any person violating the parking ban shall be subject to a penalty not to exceed \$50.00 for each offense in addition to any other costs associated with the removal of the vehicle.

Section 4.4a Placing snow upon roads and sidewalks **(Proposed wording)**

Any person who shall place or cause to be placed any snow or ice upon the surface of the City maintained road or sidewalk resulting in an obstruction to the vehicles travelling and parking or to pedestrians passing shall be subject to penalties. Exemption from this rules shall be provided and documented in writing by the Auburn Public Works Director or his designee.

Any person violating these by-laws shall be subject to a penalty not exceeding the following: (1) First offense – Written warning (2) Second offense - \$50 fine (3) Third offense and above - \$100 fine per offense.

Motion for acceptance of first reading:

Seconded by:

Vote:

Motion for acceptance of second reading and final passage:

Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk

City Council

Agenda Information Sheet

Council Meeting Date: 10/5/2009 Agenda Item No. 5

SUBJECT:

RESOLVE – COMMUNITY CORDS PROGRAM

INFORMATION:

See Attached

STAFF COMMENTS/RECOMMENDATION:

The City Manager recommends approval of the resolve.

REQUESTED ACTION:

Motion for passage of the resolve.

VOTE:

City of Auburn

City Council, Auburn, Maine

Date: October 5, 2009

TITLE: RESOLVE – COMMUNITY CORDS PROGRAM

Be It Resolved by the Auburn City Council that the Community Cords Program be approved as described below:

Name: Community Cords Program

Purpose: This program is established to provide available resources to the Health and Human Services Director to assist qualifying applicants with heating assistance. A qualifying applicant is one who, in the determination of the Human Services Director, who may not qualify for assistance under the City's General Assistance Ordinance, though has demonstrated a financial need.

Funding: The program will be funded from at least two sources: selling wood from city tree maintenance and also the harvesting of city forests. The City may take receipt of charitable contributions as well.

Procedure: The procedure for cutting city trees and distributing the wood will be in accordance with city ordinances, city policies, and applicable state statutes, including but not limited to Title 23 M.R.S.A § 2702 and Title 30-A, M.R.S.A § 3291.

Donations: Donations made to this fund will be used for heating fuel assistance for Auburn residents.

Approval: The Auburn City Council voted and approved of this program on October 5, 2009.

Motion for acceptance: Seconded by:

Vote:

Action by the City Council:

Date:

Attest:

City Clerk