



City Council Workshop & Meeting  
Agenda  
June 16, 2025  
Auburn Hall, Council Chambers

**5:30 PM Workshop**

- Washington St & Beech Hill Rd Intersection - Traffic Signal Update
- Androscoggin River Update: FERC Relicensing at Lewiston Falls
- Triennial Review of Water Quality Standards

**7:00 PM Meeting**

Pledge of Allegiance & Roll Call - *Roll call votes will begin with Councilor Milks*

- I. **Consent Items** – *All items with an asterisk (\*) are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member or a citizen so requests, in which event, the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Passage of items on the Consent Agenda requires majority vote.*

- 1) **ORDER 53-06162025** - Confirming Chief Moen's appointment of John Konczal, Cody Taylor, Dominic Chasse, Cyintama Kenny Micomyiza, and Trevin Ritchie as Constables with firearm for the Auburn Police Department.

- II. **Minutes** – June 2, 2025 Regular Council Meeting

- III. **Communications, Presentations and Recognitions**

- Recognizing Student Representative Anaya Egge
- Recognizing YMCA Director & CEO Steve Wallace
- Communication: Official Election Results – FY26 School Budget Validation Referendum
- Communication: Nomination petitions available from the City Clerk's office starting 7/7
- Communication: Notice of Resignation – G. Muzela, Auburn Sewerage Board of Trustees
- Communication: Septic Inspections for Tier II

- IV. **Open Session** – *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

- V. **Unfinished Business**

## **VI. New Business**

- 1) **ORDER 54-06162025** - CDBG/HOME Consortium Action Plan for Program Year 2025. *Public hearing. Passage requires majority vote.*
- 2) **ORDER 55-06162025** - Authorizing the City Manager to sign the Auburn-Lewiston Consortium Mutual Cooperation Agreement to renew the Consortium under the HOME Investment Partnerships Program valid for a three year period. *Passage requires majority vote.*
- 3) **ORDER 56-06162025** – Submitting District 5 and District 6 ballots to the Androscoggin County Commission for the 2026/27/28 Budget Committee. *Passage requires majority vote.*
- 4) **ORDER 57-06162025** – Authorizing the City Manager to execute the Collective Bargaining Agreement with the Auburn Firefighters Association, Local 797, International Association of Firefighters, AFL-CIO effective 07/01/2025. *Passage requires majority vote.*
- 5) **ORDER 58 -06162025** – Waiving the \$60 temporary food license fee for the Age Friendly Community Committee to hold concessions during the Community Concerts events held weekly June 18 through August 20, 2025 in Festival Plaza. *Passage requires majority vote.*
- 6) **ORDINANCE 02-06162025** – Amending Chapter 2, “Administration”, of the City’s Code of Ordinances, to create a permanent Homelessness Committee. 1<sup>st</sup> reading. ROLL CALL VOTE. *Passage requires majority vote.*

## **VII. Reports**

- a. **Mayor’s Report**
- b. **City Councilors’ Reports**
- c. **Student Representative Report**
- d. **City Manager Report**

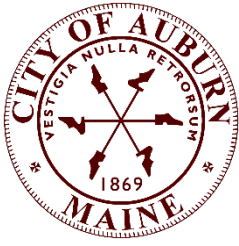
**VIII. Open Session** - *Members of the public are invited to speak to the Council about any issue directly related to City business or any item that does not appear on the agenda.*

**IX. Executive Session** pursuant to Title 1 MRSA Section 405(6)(D) for labor negotiations with the Police Department. *No action to follow.*

**Executive Session** pursuant to Title 1 MRSA Section 405(6)(E) to discuss a legal matter.  
*Possible action to follow.*

**Executive Session** pursuant to Title 1 MRSA Section 405(6)(C) for a real estate matter.  
*No action to follow.*

**X. Adjournment**



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** 06/16/2025

**Author:** Denis D'Auteuil, Assistant City Manager

**Subject:** Washington St & Beech Hill Rd Intersection - Traffic Signal Update

---

**Information:**

City staff will provide an update on the plans for Maine Department of Transportation (MDOT) to install a traffic signal at the intersection of Washington St and Beech Hill Rd. Workshops were in held August 2024 & September 2024 where the City Council reviewed options to install a demonstration project at this intersection that would result in a median closure restricting Beech Hill Rd traffic to right in right out only. The demonstration project option was reviewed in comparison to a traffic signal installation at this intersection as proposed by MDOT. At the September 3, 2024, City Council Workshop the City Council requested additional public input regarding these options.

Public Meetings were held on October 23, 2024, at the Auburn-Lewiston Airport and a virtual public meeting held on November 7, 2024, regarding the Washington St Study where public comments were given specific to the Beech Hill Rd intersection. Staff will update the City Council with the comments received, and an estimated timeline on the installation of the traffic signal.

---

**City Budgetary Impacts:**

---

**Staff Recommended Action:**

---

**Previous Meetings and History:**

June 6, 2022 – City Council Meeting Allocating ARPA Funds for Small Area Plans  
July 28, 2022 - ATRC Policy Votes Endorses Washington St. Corridor Concept in Auburn Comprehensive Plan  
August 15, 2022 – City Council Workshop on Transportation Safety Initiatives  
September 6, 2022 – City Council Meeting Approving Safe Streets and Roads for All/Vision Zero Resolve  
August 24, 2023 – ATRC Policy Votes to Appropriate Funding for Washington St. Corridor Study  
November 15, 2023 – ATRC Policy Meeting Approving Federal Funding for Study and issues RFP  
August 19, 2024 – City Council Workshop city staff presented the option for a demonstration project at the Washington St/Beech Hill Rd intersection in lieu of the installation of a traffic signal by MDOT.  
September 3, 2024 – City Council Workshop- city staff update on demonstration project and the traffic signal.

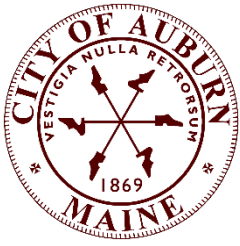
---

**City Manager Comments:**

I concur with the recommendation. Signature: \_\_\_\_\_

---

**Attachments:**



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date: June 16, 2025**

**Author:** Eric J. Cousens, Executive Director of Public Services

**Subject:** Lewiston Falls Relicensing Update

---

**Background:** At the last check-in we discussed filing a Motion to Intervene (MTI) in the FERC Licensing process for Lewiston Falls and filing of comments requesting additional study and design of recreational access and conditions on the river. The MTI was filed jointly by Auburn and Lewiston on March 31, 2025, and comments were filed the same week. On May 9, 2025, the [Scoping Document 2](#) was issued by FERC and additional study was not required. On May 15, 2025, FERC notified the City and other stakeholders that the Application is ready for Environmental Analysis and Soliciting Comments, Recommendations, Terms and Conditions and Prescriptions. The deadline for filing comments, recommendations, terms and conditions, and prescriptions is July 14, 2025, with reply comments due from Brookfield on September 2, 2025.

Staff have discussed the process with FERC Staff and the denial of study requests in the Scoping Document is not a denial of requested mitigation or improvements. It simply means FERC has the information needed to make future decisions. Now is the time to reiterate the importance of recreation, environmental and aesthetic mitigation needs that we have been advocating for directly to FERC and staff plans to do that prior to the deadline. Staff are also discussing State and Federal Agency prescriptions that will be submitted to FERC with the respective agencies and advocating for local needs to be considered and incorporated into those documents that are not debatable by FERC.

**City Budgetary Impacts:** Staff Time.

---

**Staff Recommended Action:** None at this time-Information sharing with Council and the public.

---

**Previous Meetings and History:**

---

**City Manager Comments:**

Signature:

---

**Attachments:** Notice of Application Ready for Environmental Analysis and Soliciting Comments, Recommendations, Terms and Conditions and Prescriptions (May 15, 2025) and Motion to Intervene.

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Brookfield White Pine Hydro LLC

Project No. 2302-101

NOTICE OF APPLICATION READY FOR  
ENVIRONMENTAL ANALYSIS AND SOLICITING COMMENTS,  
RECOMMENDATIONS, TERMS AND CONDITIONS, AND PRESCRIPTIONS  
(May 15, 2025)

Take notice that the following hydroelectric application has been filed with the Commission and is available for public inspection.

- a. Type of Application: New Major License
- b. Project No.: 2302-101
- c. Date filed: August 28, 2024
- d. Applicant: Brookfield White Pine Hydro LLC
- e. Name of Project: Lewiston Falls Hydroelectric Project (project)
- f. Location: On the Androscoggin River in the Cities of Lewiston and Auburn, and the Town of Durham, Androscoggin County, Maine.
- g. Filed Pursuant to: Federal Power Act 16 U.S.C. §§ 791(a) - 825(r)
- h. Applicant Contact: Luke T. Anderson, Brookfield Renewable, 150 Main Street, Lewiston, Maine 04240; (207) 755-5613; e-mail at [Luke.Anderson@brookfieldrenewable.com](mailto:Luke.Anderson@brookfieldrenewable.com).
- i. FERC Contact: Lauren Townson at (202) 502-8572, or [Lauren.Townson@ferc.gov](mailto:Lauren.Townson@ferc.gov).
- j. Deadline for filing comments, recommendations, terms and conditions, and prescriptions: **on or before 5:00 p.m. Eastern Time on July 14, 2025; reply comments are due on or before 5:00 p.m. Eastern Time on September 2, 2025.**

The Commission strongly encourages electronic filing. Please file comments, recommendations, terms and conditions, and prescriptions using the Commission's eFiling system at <https://ferconline.ferc.gov/FERCOOnline.aspx>. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at <https://ferconline.ferc.gov/QuickComment.aspx>. You must include your name

and contact information at the end of your comments. For assistance, please contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY). In lieu of electronic filing, you may submit a paper copy. Submissions sent via the U.S. Postal Service must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 888 First Street NE, Room 1A, Washington, DC 20426. Submissions sent via any other carrier must be addressed to: Debbie-Anne A. Reese, Secretary, Federal Energy Regulatory Commission, 12225 Wilkins Avenue, Rockville, Maryland 20852. All filings must clearly identify the project name and docket number on the first page: **Lewiston Falls Hydroelectric Project (P-2302-101)**.

The Commission's Rules of Practice require all intervenors filing documents with the Commission to serve a copy of that document on each person on the official service list for the project. Further, if an intervenor files comments or documents with the Commission relating to the merits of an issue that may affect the responsibilities of a particular resource agency, they must also serve a copy of the document on that resource agency.

k. This application has been accepted and is now ready for environmental analysis.

l. The existing Lewiston Falls Hydroelectric Project consists of: (1) a dam consisting of 5 distinct sections: (a) a 154-foot-long stone masonry section topped with a single rubber dam for a total elevation of 169.07 feet, (b) a 279-foot-long stone masonry section topped with a single rubber dam for a total elevation of 169.07 feet, (c) a 161-foot-long stone masonry section topped with a single rubber dam for a total elevation of 168.60 feet, (d) a 162-foot-long stone masonry section topped with a single rubber dam for a total elevation of 168.60 feet, and (e) a 57-foot-long concrete section topped with 1.34-foot-high flashboards for a total elevation of 168.17 feet; (2) a 2.5-mile-long, 169-acre impoundment at a full pond elevation of 168.17 feet; (3) an 85.16-foot-long, 60-foot-high reinforced concrete intake with 3.25-inch spaced trashracks; (4) four 16.8-foot wide intake tubes, each pair converging into one; (4) a reinforced concrete powerhouse containing two vertical Kaplan turbine generators for a total installed capacity of 28.44 megawatts; (5) a 400-foot-long, 75-foot-wide excavated tailrace; (6) a 111.6-foot-long, 26.3-foot-wide masonry canal gatehouse located at the southeast corner of the impoundment diverting flow to a canal system; (7) a 12.5 to 34.5-kilovolt (kV) transformer; (8) a 125-foot-long underground transmission line connected to Central Maine Power's distribution system; and (8) appurtenant facilities. The project average annual generation between 2013 and 2023 was 157,614 megawatt-hours (MWh).

Brookfield currently operates the project in a run-of-river mode by typically limiting impoundment drawdowns to no more than 1 foot below the normal elevation of 168.17 feet. However, the project is licensed to operate with up to four feet of impoundment drawdowns. The current license requires Brookfield to release a minimum flow of 1,430

cfs or inflow, whichever is less. Brookfield states that it meets this requirement by releasing 50 cfs from the impoundment to the Lewiston Canal System and 1,380 cfs to the river downstream of the project. The maximum hydraulic capacity of the project's generating units is 6,600 cfs and the minimum hydraulic capacity of a single unit is approximately 800 cfs.

The licensee is proposing to remove an existing building from the project boundary. The building is a non-project facility and is located near the Canal Gatehouse. The building is privately owned and serves no project purpose, according to Brookfield's application. In total, this change will remove 0.08 acre from the project boundary, resulting in a total of 237.88 acres remaining within the project boundary.

m. A copy of the application can be viewed on the Commission's website (<http://www.ferc.gov>), using the "eLibrary" link. Enter the docket number, excluding the last three digits in the docket number field, to access the document. For assistance, please contact FERC Online Support (see item j above).

You may also register at <https://ferconline.ferc.gov/FERCOOnline.aspx> to be notified via email of new filings and issuances related to this or other pending projects. For assistance, please contact FERC Online Support (see item j above).

n. The applicant must file no later than 60 days following the date of issuance of this notice: (1) a copy of the water quality certification; (2) a copy of the request for certification, including proof of the date on which the certifying agency received the request; or (3) evidence of waiver of water quality certification. Please note that the certification request must comply with 40 CFR § 121.5(b), including documentation that a pre-filing meeting request was submitted to the certifying authority at least 30 days prior to submitting the certification request. Please also note that the certification request must be sent to the certifying authority and to the Commission concurrently.

o. Final amendments to the application must be filed with the Commission no later than 30 days from the issuance date of this notice.

Debbie-Anne A. Reese,  
Secretary.

**UNITED STATES OF AMERICA**

**BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION**

(March 31, 2025)

Brookfield White-Pine Hydro LLC	)	Project No. P-2302-101
	)	
Application for Major New License	)	
Lewiston Falls Hydroelectric Project	)	

**MOTION TO INTERVENE BY CITY OF AUBURN AND CITY OF LEWISTON**

The City of Auburn and the City of Lewiston (collectively the “Cities”) move to intervene in the above-referenced proceedings pursuant to Rule 214 of the Rules and Regulations of the Federal Energy Regulatory Commission (the “Commission” or “FERC”), 18 C.F.R. §§ 385.214 (2025). The Project is located within and adjacent to the downtowns of both Cities, which therefore have a substantial interest in the outcome of the Commission’s disposition of the Application for a Major License (“License Application”) filed by Brookfield White-Pine Hydro LLC (“Brookfield” or “Applicant”), for the Lewiston Falls Hydroelectric Project (FERC Project No. 2302-101) (the “Lewiston Falls Project” or “Project”).

**I. Description of Intervenors**

The Lewiston Falls Project is located on the Androscoggin River in both the City of Lewiston and the City of Auburn. The population of Lewiston as of 2023 was 38,404, and the population of Auburn was 24,793. Together Lewiston and Auburn comprise Maine’s second largest metropolitan area. The Project is at the center of both Auburn’s downtown and Lewiston’s downtown.



Both the City of Auburn and the City of Lewiston have recognized the importance of the Androscoggin River, natural resource protection, and recreation opportunities as part of their mission statements or strategic plan. The City of Lewiston’s mission statement provides that the “City shall strategically focus on those facets of civic life that enhance the quality of life for citizens by...[p]romoting quality recreation opportunities and activities for all ages” [and] [c]aring for the natural environment, with special attention to the conservation of the Androscoggin River for its aesthetic and recreational qualities as the ‘life blood of the Twin Cities.’”<sup>1</sup> The City of Auburn’s Strategic Plan includes among its final strategic recommendations that the City will work to “protect and fully enjoy Auburn’s natural resources,” to [p]rotect Lake Auburn and all other bodies of water,” to [d]evelop a downtown management district focusing on Great Falls Plaza, downtown & the Androscoggin River,” to “[s]tudy and plan to increase pedestrian environment, to include connectivity,” and to “[i]nvest in...recreation.”<sup>2</sup>

## **II. Grounds for Intervention**

The Androscoggin River is a public trust resource for the people of Auburn and Lewiston that has been licensed to Brookfield for power generation. The operation of the hydropower facility by Brookfield, together with the coordinated operation of upstream facilities in the same ownership and control, significantly alter flows through the Cities for the purpose of power

---

<sup>1</sup> City of Lewiston Mission Statement, <https://www.lewistonmaine.gov/DocumentCenter/View/519/051-Vision-MissionStatements?bidId=>

<sup>2</sup> City of Auburn Strategic Plan, <https://www.auburnmaine.gov/Pages/Government/Strategic-Plan#:~:text=%22Auburn%20will%20be%20a%20community,and%20bold%20economic%2C%20recreation%2C%20and>

generation and profit from the sale of electricity. Brookfield is applying for a new license for operation of the Lewiston Falls Project for a proposed term of forty (40) years. The Cities of Auburn and Lewiston, together with their residents, taxpayers and businesses, will be directly impacted by the outcome of this proceeding for many years to come.

The Androscoggin River as it runs through both Cities provides unique and important resources for residents of both Cities, including boating, fishing, and other recreational, aesthetic, and environmental benefits. The Cities respectfully submit that Lewiston Falls is the most scenic waterfall in Maine. Because the Project is located in the heart of the Lewiston and Auburn downtowns, and Maine's second largest population center, the current application deserves careful consideration of the recreational, aesthetic and environmental impacts of a new 40-year license. The Cities have a vital interest in ensuring that the interests of both Cities and their residents are considered in this proceeding.

The Cities of Lewiston and Auburn have invested in long range planning efforts that center on the river as a critical quality-of-life asset. The Cities' Comprehensive Housing Affordability Strategy (CHAS) data, updated with the latest available information (2016-2020 ACS) underscores the pressing need for quality-of-life amenities and mitigation for underserved communities in the area of the Lewiston Falls Project. Nearly half of households in Auburn and Lewiston qualify for support, with approximately 4,760 households in Auburn and 8,695 households in Lewiston falling within or below 80% of the HUD Area Median Family Income (HAMFI), rendering them eligible for low-to-moderate-income (LMI) status under the CDBG or HOME programs. These qualifying households are largely located within a 1-mile area surrounding the Project and many depend on walking and public transit to access recreational opportunities along the Androscoggin River. Understanding project impacts as they relate to

access to the river is necessary to promote environmental justice in the project area and surrounding LMI neighborhoods in this proceeding, in order to ensure access to a high quality of life despite the impacts of project operations.

The Cities of Lewiston and Auburn have made significant public investment in parks and trails on the river with views of the falls. These public facilities draw large numbers of residents annually to events centered in these parks including craft fairs and a weekly concert series in Auburn's Festival Plaza, and many festivals including the LA Balloon Festival, Brewfest, Riverfest and Dempsey Challenge in Simard-Payne Park in Lewiston. Additionally, the pedestrian bridge over the river connects the two city downtowns and network of riverfront parks and trails providing viewing opportunities of the falls and river and a way to navigate to events and recreational opportunities. Residents of both Cities fish and boat on the Androscoggin River and otherwise enjoy the watershed.

### **III. Conclusion**

Both the City of Auburn and the City of Lewiston have direct and substantial interests in the outcome of the proposed License Application now before the Commission. Residents of both Cities use the Androscoggin River for recreational and aesthetic pursuits. City residents engage in the river and watershed in a number of active and passive activities. The new license will impact the Androscoggin watershed and the Cities' interests for a substantial period of time. For all of these reasons, Lewiston and Auburn respectfully move to intervene with full party status in this proceeding.

Dated this 31st day of March 2025

Respectfully submitted,

/s/ Daniel C. Stockford  
Daniel C. Stockford  
Brann & Isaacson  
112 Lisbon Street  
P.O. Box 3070  
Lewiston, ME 04240-3070  
dstockford@brannlaw.com

**UNITED STATES OF AMERICA**  
**BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION**

(March 31, 2025)

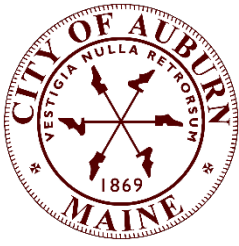
Brookfield White-Pine Hydro LLC	)	Project No. P-2302-101
	)	
Application for Major New License	)	
Lewiston Falls Hydroelectric Project	)	

**CERTIFICATE OF SERVICE**

Pursuant to Rule 210 of the Commission’s Rules of Practice and Procedure, I hereby certify that I have this day caused the foregoing to be served by electronic means upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated this 31st day of March 2025

/s/ Daniel C. Stockford  
Daniel C. Stockford  
Brann & Isaacson  
112 Lisbon Street  
P.O. Box 3070  
Lewiston, ME 04240-3070  
dstockford@brannlaw.com



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** June 16, 2025

**Author:** Eric J. Cousens, Executive Director of Public Services

**Subject:** Triennial Review of Water Quality Standards

---

**Background:** The federal Clean Water Act requires states to conduct a public review of water quality standards every three years. This process, known as the Triennial Review, includes public hearings and consultation with relevant state and federal agencies to consider updates or changes to these standards.

The Maine Department of Environmental Protection (DEP) is currently preparing updates to Maine's water quality standards and has released documentation outlining its initial recommendations based on proposals received to date. This documentation is available for public comment until June 30, 2025.

The DEP will host a virtual meeting on Monday, June 23, 2025, from 9:00 a.m. to noon to present an overview of the proposals and gather public input. [Register for the meeting](#) For more information and access to the documentation, please visit [Maine DEP Triennial Review of Maine's Water Quality Standards](#)

For many years, water quality data collected in compliance with EPA and DEP monitoring protocols have shown that the lower river consistently meets Class B standards. Despite this, DEP has not recommended reclassifying the lower river from Class C to Class B—an upgrade that would reflect actual ambient conditions. The City has previously supported this reclassification and intends to do so again during the current comment period. Maintaining the Class C designation, along with existing upstream discharge licenses, allows for additional discharges that could degrade water quality if fully utilized. Upgrading to Class B would help safeguard against this potential degradation.

**City Budgetary Impacts:** Staff Time.

---

**Staff Recommended Action:** Discuss and provide feedback.

---

**Previous Meetings and History:**

---

**City Manager Comments:**

Signature:

---

**Attachments:** Maine DEP Comment Summary Table

Table excerpted from [Maine DEP Triennial Review package](#) (5/28/2025)

**Maine Department of Environmental Protection  
2025 Triennial Review of Water Quality Standards**

**Table 2. List of Proposals for Upgrades of Water Quality Classifications**

**Proposals recommended for upgrade**

<b>Class Change</b>	<b>Waterbody</b>	<b>Town(s)</b>	<b>Proposed by</b>	<b>Basis for Proposal</b>
<b>Androscoggin River Basin</b>				
A to AA	Abbott Brook and Tributary	Parkertown Township	Maine DEP	Abbott Brook and its tributaries in Lincoln Plantation are tributaries to the Magalloway River and were upgraded to Class AA in 2009. Two very short segments of Abbott Brook (combined ~0.3 miles) and a portion of one unnamed tributary (~0.6 miles) located upstream in Parkertown Township were inadvertently omitted from the upgrade and remained Class A. It is expected that these upstream waters provide similarly valuable brook trout habitat as the waters downstream in Lincoln Plantation and they serve to protect water quality for downstream Class AA waters.
<b>Kennebec River Basin</b>				
A to AA	Mt Blue Stream and Tributaries	Avon and Weld	Maine DEP	Mount Blue Stream and tributaries contain high quality habitat for endangered Atlantic salmon and have been designated as critical habitat for Atlantic salmon by NOAA Fisheries and the US Fish and Wildlife Service under the federal Endangered Species Act, lending significant ecological importance to these waters. The watershed is 90% forested with little development activity and 13% of the watershed is protected as conservation land as part of Mt. Blue State Park, lending scenic and recreational importance to these waters. External data indicate good water quality and a macroinvertebrate community indicative of excellent water quality in Mt. Blue Stream. DEP monitoring data for Mount Blue Stream indicate attainment of Class A aquatic life criteria (which are the same as Class AA criteria) and good water quality for salmonids.

Class Change	Waterbody	Town(s)	Proposed by	Basis for Proposal
<b>Penobscot River Basin</b>				
A to AA	Pleasant River Middle Branch and Tributaries	Brownville, Williamsburg Twp., Ebeemee Twp., Katahdin Iron Works Twp., and TB R11 WELS	Maine DEP	Pleasant River Middle Branch and tributaries provide high quality habitat for federally endangered Atlantic salmon and have been designated as critical habitat for Atlantic salmon by NOAA Fisheries and the US Fish and Wildlife Service under the federal Endangered Species Act, lending significant ecological importance to these waters. Over 80% of the watershed is forested with little development activity and 76% of the watershed is protected as conservation land as part of the Appalachian Mountain Club's Pleasant River Headwaters Forest, lending scenic and recreational importance to these waters. DEP monitoring data for Pleasant River Middle Branch indicate attainment of Class A aquatic life criteria (which are the same as Class AA criteria) in 2024 and good water quality for salmonids.

**Proposals not recommended for upgrade at this time**

Class Change	Waterbody	Towns	Proposed by	Recommendation
<b>Androscoggin River Basin</b>				
C to B	Androscoggin River, Gulf Island Pond Dam to Worumbo Dam	Lewiston, Auburn Lisbon, Durham	Grow L/A	The Androscoggin River from Gulf Island Pond (GIP) Dam to Worumbo Dam is designated as Class C. An upgrade of this segment would reflect water quality improvements, the attainment of Class B standards most of the time, and benefit users of the river and the local economy. The segment proposed for upgrade has a total of 14 dams, multiple discharges, urban centers (including Lewiston, Auburn, Brunswick, and Topsham), and a significant amount of agriculture. A 2011 report summarizing Department data showed that Class B criteria for dissolved oxygen (DO) and aquatic life were not always attained. Water quality models indicated that Class B DO criteria would not be attained in much of the segment in question during critical conditions <sup>1</sup> , which the Department considers when reissuing waste discharge licenses. The GIP impoundment above the segment in question is only required to meet Class C DO criteria. Because flow from this impoundment accounts for 97% of the flow in the segment in

<sup>1</sup> Critical conditions consist of high water temperature, low flow, and maximum licensed discharge levels.



Class Change	Waterbody	Towns	Proposed by	Recommendation
				<p>question, continued Class C DO conditions of 5 ppm in GIP would prevent attainment of Class B DO conditions of 7 ppm downstream. Recent water quality monitoring data including discrete DO data collected by Maine DEP's Volunteer River Monitoring Program (VRMP) indicate that this segment meets current Class C criteria, but it occasionally does not meet current Class B criteria. Continuous DO data collected by Brookfield White Pine Hydro in 2022 show that Class C DO criteria are met, but on occasion DO concentrations do not meet Class B criteria for short periods.</p> <p>Macroinvertebrate data (2021 and 2022) indicate that this segment meets Class C criteria; however, only two of the five stations meet Class B criteria. Based on the very limited bacteria data available, this segment does not meet either Class B or Class C criteria. No recent ambient freshwater nutrient data are available to assess those criteria.</p> <p>Based on the review of water quality data, the Lower Androscoggin River meets its current Class C criteria, but it does not fully meet all Class B water quality criteria for bacteria, aquatic life (biomonitoring), and dissolved oxygen. The status of phosphorus criteria attainment is unknown. The Department does not have enough information to fully evaluate whether the segment could meet Class B criteria at all times during critical conditions (high water temperature, low flow, and maximum licensed discharge levels) and make an assessment of the potential implications to existing waste discharge licenses. For these reasons, the Department is unable to support the upgrade proposal at this time.</p>
C to B	Androscoggin River, Confluence with Ellis River to Worumbo Dam	Albany Twp, Auburn, Avon, Bethel, Buckfield, Byron, Canton, Carthage, Casco, Chesterville, Dixfield, Durham, Fayette, Freeport, Greene, Greenwood, Hartford, Hebron, Jay, Leeds,	Androscoggin River Watershed Council	<p>The Androscoggin River is Class C from the confluence with the Ellis River (at Rumford Point) to Worumbo Dam (at Lisbon Falls) (~85 miles), has a total of 9 dams, 8 discharges, urban centers (including Rumford, Lewiston, and Auburn) and a significant amount of agriculture.</p> <p>Department and external data document that Class B criteria for dissolved oxygen (DO) are usually, but not always, attained in the segment in question. For the upper river (Ellis River to GIP dam), data are very limited. Discrete DO data collected by Maine DEP's Volunteer River Monitoring Program (VRMP) (2020-2024) and continuous DO data collected by the Department at the Turner Center Bridge (2001-2024) meet current Class C criteria, but data occasionally do not meet current Class B criteria. GIP DO data do not meet Class B criteria based on 38</p>

Class Change	Waterbody	Towns	Proposed by	Recommendation
		Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Mexico, Milton Twp, Minot, Monmouth, Mount Vernon, New Gloucester, New Sharon, Norway, Otisfield, Oxford, Paris, Perkins Twp, Peru, Phillips, Poland, Raymond, Readfield, Roxbury, Rumford, Sabattus, Sumner, Temple, Township 6 North of Weld, Township C, Township D, Township E, Turner, Vienna, Wales, Washington Twp, Wayne, Weld, West Paris, Wilton, Woodstock		<p>M.R.S. 464.13. Macroinvertebrate data collected in the upper river since 2000 mostly meets Class B and Class C criteria, but the data are relatively old, and no data are available for the river between Livermore Falls and Lewiston. Bacteria data are not available for the upper river. For the lower river (GIP Dam to Worumbo Dam), 2020 to 2024 discrete and continuous DO data also indicate that the lower river meets current Class C criteria but occasionally does not meet current Class B criteria. Macroinvertebrate data indicate that this segment meets Class C criteria; however, only two of the five stations meet Class B criteria. Limited bacteria data indicate that the lower river does not meet either Class B or Class C criteria. No recent ambient freshwater nutrient data are available for the upper or lower river to assess those criteria. See summary above for the Lower Androscoggin River for additional information.</p> <p>Based on the review of water quality data, Androscoggin River meets its current Class C criteria but it does not fully meet all Class B water quality criteria. The Department does not have enough information to fully evaluate whether the river could meet Class B criteria at all times during critical conditions (high water temperature, low flow, and maximum licensed discharge levels) and make an assessment of the potential implications to existing waste discharge licenses. For these reasons, the Department is unable to support the upgrade proposal at this time.</p>
<b>Kennebec River Basin</b>				
B to A	Sandy River and Tributaries	Avon, Farmington, Freeman Twp., Madrid Twp, New Vineyard, Phillips, Salem Twp, Strong, Temple, Township 6 North of Weld, Weld	Maine DEP	Sandy River from Phillips to Farmington and its tributaries are designated as Class B. Sandy River provides high quality habitat for federally endangered Atlantic salmon, is considered a high priority in the Merrymeeting Bay Salmon Habitat Recovery Unit (SHRU), and has been designated as critical habitat for this species by NOAA Fisheries and the US Fish and Wildlife Service under the federal Endangered Species Act. Available DEP monitoring data indicate that Class A aquatic life criteria for macroinvertebrates were attained in 2022 and the river provides good water quality for salmonids.

Class Change	Waterbody	Towns	Proposed by	Recommendation
				<p>Over 84% of the watershed is forested and 6.6% of the watershed is in conservation land. Although the watershed is predominately forested, roads and some residential and commercial development are concentrated along the main stem and in tributaries north of the main stem in Strong. Agricultural uses are present primarily along the main stem and include hayfields, cropland such as blueberry barrens, and some livestock. Industrial logging activities occur throughout the watershed. There is one overboard discharge and two licensed stormwater discharges in Strong. One recent Department issued land-development permit for a solar development project and a number of recently approved nonresidential LUPC-issued development permits in the watershed. Although, nutrient data are limited for this watershed, total phosphorus (TP) values collected by the Department at two sites on an unnamed tributary in Avon in 2022 did not meet Class A standards.</p> <p>The Department believes that further investigation and supporting data are needed, including data to evaluate recently adopted freshwater nutrient criteria, and does not propose an upgrade of Sandy River and tributaries at this time. As resources allow, the Department commits to evaluating which areas of the watershed may be appropriate for a potential upgrade to Class A and collecting new data as deemed necessary and as resources allow.</p>
B to A	Temple Stream and Tributaries	Avon, Temple, Wilton, Farmington	Maine DEP	<p>Temple Stream and tributaries are designated as Class B. They provide high quality habitat for federally endangered Atlantic salmon, are considered a high priority in the Merrymeeting Bay Salmon Habitat Recovery Unit (SHRU), and have been designated as critical habitat for Atlantic salmon by NOAA Fisheries and the US Fish and Wildlife Service under the federal Endangered Species Act. Following removal of the Walton's Mill Dam, DMR documented evidence of spawning upstream of the former dam in 2023 indicating successful fish passage by wild sea run Atlantic salmon adults. DEP monitoring data in the lower watershed indicate good water quality for salmonids. Over 87% of the watershed is forested and 2% of the watershed is in conservation land. Agricultural areas, roads, and residential and commercial development are concentrated in the lower watershed along Temple Stream and road from Edes Brook downstream to the Rt. 2 crossing. Agricultural uses include hayfields, cropland, and some livestock. Industrial logging activities occur in the upper portion of the watershed.</p>

Class Change	Waterbody	Towns	Proposed by	Recommendation
				The Department believes that further investigation and supporting data are needed, including data to evaluate recently adopted freshwater nutrient criteria, and does not propose an upgrade of Temple Stream and tributaries at this time. The Department commits to a full assessment during the next triennial review, including reviewing available data and potential nonpoint watershed pollution sources and collecting new data if deemed necessary and as resources allow.
<b>Presumpscot River Basin</b>				
C to B	Presumpscot River Mainstem from Saccarappa Falls to Head of Tide at Presumpscot Falls	Westbrook, Portland, Falmouth	Friends of the Presumpscot River, American Rivers	<p>The Presumpscot River is Class C from Saccarappa Falls to Head of Tide at Presumpscot Falls. Actions to improve water quality and aquatic habitat include, but are not limited to, the reduction of pollutant discharges to the river; the removal of two dams (Smelt Hill Dam in 2002 and the Saccarappa Dam in 2019); ongoing efforts to reduce combined sewer overflows (CSOs); planned discharge reductions to the Pleasant River; numerous regulatory actions; and the creation of fishways and improved runs of migratory fish species. The character and habitat in this section of the river is very close to being natural again and reclassifying the lower river to Class B will allow resources and attention to be focused on taking additional measures to ensure Class B standards are being met at all times. Discrete dissolved oxygen (DO) data collected by DEP's Volunteer River Monitoring Program (VRMP) at four monitoring sites from 2000 to 2024 indicate that this segment meets current Class C criteria, but it occasionally does not meet current Class B criteria at all sites. Similarly, continuous DO data collected by DEP (2021) and Friends of Casco Bay (FOCB) (2022) show that Class C DO criteria are met, but on occasion DO concentrations do not meet Class B criteria for short periods. Bacteria (<i>E. coli</i>) data collected by VRMP from 2020 to 2024 indicate this segment does not meet either Class B or Class C criteria. For the four biomonitoring sites located in the segment proposed for upgrade, nine macroinvertebrate samples were collected. All met Class C criteria and just four met Class B criteria.</p> <p>Based on the review of water quality data, the lower Presumpscot River meets its current Class C criteria, but it does not fully meet all Class B water quality criteria for bacteria, aquatic life (biomonitoring), DO, and possibly phosphorus. Furthermore, the Department does not have enough information to fully evaluate whether the lower Presumpscot River could meet Class B criteria at all times during critical conditions of</p>

Class Change	Waterbody	Towns	Proposed by	Recommendation
				<p>high water temperature, low flow, and maximum licensed discharge levels, and to make an assessment of the potential implications to existing waste discharge licenses. For these reasons, the Department is unable to support the upgrade proposal at this time.</p> <p>Additional data are needed to determine whether the lower Presumpscot meets freshwater nutrient criteria. The Department plans to collect additional phosphorus and environmental indicator data for this river segment in 2025 as resources allow. These data will inform whether the lower Presumpscot meets freshwater nutrient criteria and will help evaluate potential impacts on discharges of a reclassification.</p>
<b>Sheepscot River Basin</b>				
B to A	Sheepscot River, Rt. 17 Crossing in Whitefield to Somerville/Palermo Town Line	China, Freedom, Hibberts Gore, Jefferson, Liberty, Montville, Palermo, Somerville, Washington, Whitefield, Windsor	Midcoast Conservancy	<p>The Sheepscot River from Sheepscot Lake to Route 17 in Whitefield is designated as Class B. These waters provide habitat to endangered Atlantic salmon and other native sea-run fish. The removal of Coopers Mills Dam in 2018 has restored free-flowing conditions and the Maine Department of Marine Resources (DMR) has documented evidence of Atlantic salmon spawning and the presence of other native sea-run fish upstream following the removal. Most but not all bacteria and DO data attain Class A criteria and biomonitoring data below the former Coopers Mills Dam show attainment of Class A criteria. Over 68% of the watershed is forested and 6.6% of the watershed is in conservation land. Although, Class A standards aren't always attained the river deserves protections associated with a Class A designation because of recent restoration efforts and the ecological and economic importance of this segment.</p> <p>As recently as 2024, the Department renewed a wastewater discharge permit (ME0001074) for the Department of Inland Fisheries and Wildlife (IFW) Palermo Rearing Station authorizing discharges to the Class B segment of the Sheepscot River just below the outlet of Sheepscot Pond at a point just over a half a mile above the segment proposed for upgrade to Class A. There are no water quality data available for the segment proposed for upgrade, particularly the segment above Long Pond, to evaluate any effects this discharge may currently have on water quality. Based on the current status of the wastewater discharge permit held by the Palermo Rearing Station, this segment of the river is not consistent with Class A water quality standards. As defined in 38 M.R.S. Section 465.2.C, Class A waters are incompatible with discharges except for in</p>

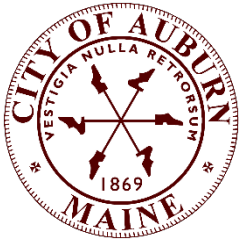
Class Change	Waterbody	Towns	Proposed by	Recommendation
				certain cases, and existing discharges are allowed to continue only until practical alternatives exist. Further, the Department does not foresee the ability to ensure attainment of Class A standards in any portion of the proposed segment under critical conditions of low flow, high water temperature, and maximum licensed discharge levels. For these reasons, the Department does not recommend that this segment be upgraded to Class A at this time.
<b>Union River Basin</b>				
A to AA	Upper Union River (West Branch, Middle Branch, East Branch) and Tributaries	Amherst, Aurora, Clifton, Eastbrook, Grand Falls Twp, Great Pond, Greenfield Twp, Mariaville, Osborn, T16 MD, T22 MD, T28 MD, T32 MD, T34 MD, T39 MD, T40MD, Waltham	Hancock County Soil and Water Conservation District	<p>The upper Union River including the West Branch, Middle Branch, and East Branch and tributaries are designated as Class A and contain high quality habitat for endangered Atlantic salmon and other endangered species. The Union River is a Priority Water for Trout Unlimited, and the River is part of the Downeast Species Habitat Recovery Unit for Atlantic salmon. According to the Maine Department of Marine Resources (DMR) and the Maine Department of Inland Fisheries and Wildlife (IF&amp;W), the Upper Union River and associated tributaries contain high-quality habitat for a number of aquatic species in all branches, including endangered Atlantic salmon and wild brook trout, particularly the West Branch for Atlantic salmon. An upgrade from Class A to Class AA will acknowledge the good water quality of the upper Union River and will help generate support to restore and protect lower reaches of the river.</p> <p>Approximately 62% of the watershed is forested and nearly 12% of the watershed is in conservation land. Agricultural areas, roads, and residential and commercial development are concentrated in the middle portion of the watershed, predominately along the West and Middle Branches in Aurora and to a lesser extent in Amherst. Agricultural uses include several blueberry barrens, hayfields, and some livestock and cropland. Industrial logging activities occur throughout the watershed.</p> <p>There are no biological monitoring data available for the West, East, or Middle Branch main stems and no recent data for tributaries. Of biomonitoring sites located on tributaries, five met Class A, one met Class B, one met Class C, and two were indeterminate. Ambient monitoring data for the three branches proposed for upgrade are limited, and based on available water quality data, DO concentrations met Class A criteria for the majority of sites sampled with the exception of a tributary in the East Branch. There are no <i>E. coli</i> bacteria data available for the segments proposed for upgrade to evaluate attainment. Existing</p>

Class Change	Waterbody	Towns	Proposed by	Recommendation
				<p>freshwater nutrient data are insufficient to assess nutrient criteria attainment.</p> <p>The Department believes that further watershed investigation and supporting data are needed and does not propose an upgrade of the West, Middle, and East Branches of the Upper Union River and tributaries at this time. The Department commits, as resources allow, to evaluating which areas of the watershed may be appropriate for a potential upgrade to Class AA and collecting new data as deemed necessary, and as resources allow.</p>
<b>Washington County</b>				
SB to SA	Chandler Bay	Jonesport	Eastern Maine Conservation Initiative	<p>Chandler Bay in Washington County is designated as Class SB. Existing human activities in the Bay may contribute to non-attainment of standards such as overboard discharges from boats, pesticides, nutrient loading from agriculture, and leaky septic systems. Chandler Bay is an important ecosystem to protect in eastern Maine and an upgrade to Class SA would have a very beneficial effect on the immediate marine environment and the communities that surround it.</p> <p>The Department evaluated all available information for the area monitored as required by the MEPDES permit. These data indicate attainment of Class SB numeric DO criteria and the expectation is that these waters also attain Class SA narrative DO criteria of "as naturally occurs." These data also indicate that habitat is free-flowing and natural. Fecal coliform bacteria data (2008 and 2019) collected by the Maine DMR Shellfish Program indicate good water quality for the designated use of shellfish harvesting. Data are not available for the designated uses of recreation in and on the water (enterococcus) and shellfish propagation.</p> <p>In accordance with 38 M.R.S. Section 464.4.F.2, all SA waters are considered outstanding national resources unless otherwise specified under section 468. Except for certain cases as specified in 38 M.R.S. Section 465-B.1.C, there may be no direct discharges of pollutants to Class SA waters. In 2021, the Department issued a wastewater discharge permit (ME0037559) for Kingfish Maine, Inc., to construct and operate a land-based aquaculture facility in Jonesport, Maine, that would discharge into Chandler Bay. At this time, Kingfish Maine remains fully permitted with all required local, state, and federal permits, and the Department expects construction activities to proceed for this facility.</p>

---

<b>Class Change</b>	<b>Waterbody</b>	<b>Towns</b>	<b>Proposed by</b>	<b>Recommendation</b>
				Based on the current status of the wastewater discharge permit held by Kingfish Maine, Chandler Bay does not meet statutory requirements in 38 M.R.S. Section 465-B.1.C stating there may be no direct discharges of pollutants to Class SA waters except for in certain cases. Therefore, the Department does not recommend that Chandler Bay be upgraded at this time.





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 53-06162025**

**Author:** Jason D. Moen, Chief of Police

**Subject:** Confirm Chief Moen's appointment of John Konczal, Cody Taylor, Dominic Chasse, Cyintama Kenny Micomyiza, and Trevin Ritchie as Constables with firearm for the Auburn Police Department.

---

**Information:** The Auburn Police Department requests City Council appointment of John Konczal, Cody Taylor, Dominic Chasse, Cyintama Kenny Micomyiza, and Trevin Ritchie as Constables with firearm for the City of Auburn.

---

**City Budgetary Impacts:** N/A

---


**Staff Recommended Action:** Motion to confirm Chief Moen's appointment of John Konczal, Cody Taylor, Dominic Chasse, Cyintama Kenny Micomyiza and Trevin Ritchie as Constables with firearm for the Auburn Police Department.

---

**Previous Meetings and History:** None

---

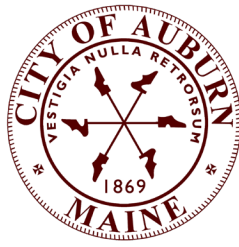
**City Manager Comments:**

I concur with the recommendation. Signature: 

---

**Attachments:**

N/A



**ORDER 53-06162025**

# City Council Order

IN CITY COUNCIL

**ORDERED**, that John Konczal, Cody Taylor, Dominic Chasse, Cyintama Kenny Micomyiza, and Trevin Ritchie be appointed as Constables with firearm for the Auburn Police Department.

---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager

## **IN COUNCIL WORKSHOP & MEETING JUNE 2, 2025 VOL 38 PAGE 28**

Mayor Harmon called the meeting to order at 7:00 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

### **I. Consent Items**

### **II. Minutes** – May 19, 2025 Regular Council Meeting

Councilor Walker moved to accept the minutes, seconded by Councilor Platz. Motion passed 7-0.

### **III. Communications, Presentations and Recognitions**

### **IV. Open Session**

None.

### **V. Unfinished Business**

1) ORDER 28-03172025 – Adopting the revised joint purchasing policy. Passed first reading on March 17, 2025. Second reading. Passage requires majority vote.

Councilor Walker moved for passage, seconded by Councilor Cowan. There was no public comment. Councilor Platz noted that this work is being paralleled with the School Committee. Motion passed 7-0.

### **VI. New Business**

### **VII. Reports**

**a. Mayor's Report** – Mr. Brenchick, the City's economic development director, has continued to set up tours of manufacturing in the city; recognized Phil Crowell as the Citizen of the Year named by the L-A Chamber of Commerce. Attended the AARP coffee event at the Senior Center with the City Manager and spoke on the budget. Recognized the Public Works Open House event on Saturday. Gave an update on the Comp Plan Committee and encouraged citizens to complete the survey that closes June 6. Encouraged citizens to vote on the School Budget Validation Referendum on June 10.

**b. City Councilors' Reports** – Councilor Gerry Asked for a revised update on 121 Mill St and a presentation on the L-A Transit Bus Pass program at an upcoming meeting. Councilor Whiting attended a site walk with Museum L-A, and the Public Library will be hosting a trivia night at Lost Valley. Councilor Walker noted a need for information on how the City is going to take care of trash pick up downtown and the bulky waste program ending at the end of June. Thanked the City Manager for attending the UNAA meeting. Councilor Platz congratulated the Public Works department on a successful open house and the Adult Education Graduation is occurring this Thursday at ELHS and Tuesday June 10 is the School Budget Validation Referendum.

**c. Student Representative Report** – Representative Egge congratulated all seniors graduating on Saturday, May 31 and all the work that went into holding the event at NSBA on short notice. Representative Abdulahi noted that June 7 is a mental health bike ride happening in downtown Lewiston.

**d. City Manager Report** – Congratulated staff on moving ELHS graduation to NSBA on short notice.

**IN COUNCIL WORKSHOP & MEETING JUNE 2, 2025 VOL 38 PAGE 29**

**e. April 2025 Finance Report** – Kelsey Earle, Finance Director stated that no issues are noted. All departments are operating at expected or better revenue and expenditure levels.

Councilor Walker moved to accept the April 2025 Finance Report. Seconded by Councilor Cowan. Motion passed 7-0.

**VIII. Open Session**

None.

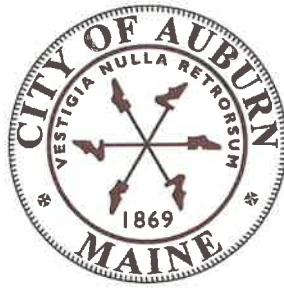
**IX. Executive Session**

**X. Adjournment**

Councilor Walker moved to adjourn, seconded by Councilor Milks. Motion passed 7-0. Council adjourned at 7:15pm.

**A TRUE COPY ATTEST**

**Emily F. Carrington, City Clerk**



I, Emily F. Carrington, hereby certify the results of the School Budget Validation Referendum, held on June 10, 2025 as follows:

JUNE 10, 2025 - CITY OF AUBURN								
SCHOOL BUDGET VALIDATION REFERENDUM - ALL WARDS & ABSENTEE TOTALS								
Turnout	830		5%					
Total Number of Registered Voters	15,637							
QUESTION A - To approve the FY26 School Budget								TOTALS
YES								609
NO								219
BLANK								2
QUESTION B - Continuation of the School Budget Validation Referendum								TOTALS
YES								562
NO								238
BLANK								30

A TRUE COPY

ATTEST:

Emily F. Carrington, City Clerk

JUN 11 2025

Date

[SEAL]

**From:** [Phil Crowell](#)  
**To:** [Emily Carrington](#); [Jeffrey Harmon \(Mayor\)](#); [Mike Broadbent](#)  
**Subject:** Fwd: [External]Resign letter  
**Date:** Monday, June 2, 2025 8:17:11 AM

---

Phil

Phillip L. Crowell, Jr., ICMA-CM  
City Manager  
City of Auburn  
60 Court Street  
Auburn, Maine 04210  
207.333.6601 ext. 1222

Begin forwarded message:

**From:** Tijjani Abacha <[tabacha@auburnmaine.gov](mailto:tabacha@auburnmaine.gov)>  
**Date:** June 2, 2025 at 8:11:23 AM EDT  
**To:** Phil Crowell <[pcrowell@auburnmaine.gov](mailto:pcrowell@auburnmaine.gov)>  
**Subject:** FW: [External]Resign letter

From Graca

Thanks

TJ

---

**From:** Graça Muzela <[gracamuzele939@gmail.com](mailto:gracamuzele939@gmail.com)>  
**Sent:** Monday, June 2, 2025 8:07 AM  
**To:** Tijjani Abacha <[tabacha@auburnmaine.gov](mailto:tabacha@auburnmaine.gov)>  
**Subject:** [External]Resign letter

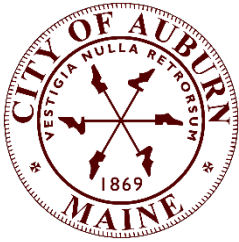
You don't often get email from [gracamuzele939@gmail.com](mailto:gracamuzele939@gmail.com). [Learn why this is important](#)

Good morning, my member name is Graça muzela and I was one of the trustees for Auburn Sewerage District Board, I'm really sorry for not be able to attend any of the meetings all this time. I was going to a lot to the past 5 months, family things and my deployment situation with the military. Fighting to not go to the military deployment because of my dad situation because I been working with him for the past 3 years as his Direct support personal. I'm in Vermont for the last 1 month with the military, maybe you guys sent me a letter at my house or emails because of so busy that we were I was not even able to check my emails and get someone to check my mails.

I'm writing this email to resign from the board and will want to serve in the

city board in the future if possible.  
Thank you so much for your understanding.

Graca muzela  
207-440-9049  
[Gracamuzele939@gmail.com](mailto:Gracamuzele939@gmail.com)



**City of Auburn**  
**City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 54-06162025**

**Author:** Zakk Maher, Deputy Director of Business & Community Development

**Subject:** CDBG/HOME Consortium Action Plan for Program Year 2025

---

**Information:**

Each year the Business & Community Development Department presents the Annual Action Plan, detailing the use of Auburn's CDBG funds & the Auburn-Lewiston Consortium's HOME funds.

---

**City Budgetary Impacts:**

Auburn's previous CDBG allocation was \$485,861 with an additional \$181,770 of anticipated unspent allocations from previous years and an expectation of \$100,000 in program income. The Auburn-Lewiston HOME Consortium annual allocation is \$462,520, with an additional \$2,699,440 of unspent allocations from previous years and an expectation of \$55,000 in program income. Auburn's share of the consortium dollars is \$2,039,405. These federal grant dollars cover staff salary/benefits as well as program activities for the Business and Community Development program.

Auburn CDBG & Auburn-Lewiston Consortium				
PY2025 Budget				
ACTIVITIES	Budget Totals	Auburn CDBG	Auburn Home	Lewiston Home
Administration	\$221,410.80	\$117,118.13	\$86,898.64	\$17,394.03
Public Service	\$85,000.00	\$85,000.00		
Public Infrastructure	\$565,512.98	\$565,512.98		
Rental Assistance	\$565,000.00		\$550,000.00	\$15,000.00
Affordable Housing	\$2,547,668.31		\$1,402,507.10	\$1,145,161.21
<b>TOTAL EXPENDITURES</b>	<b>\$3,984,592.09</b>	<b>\$767,631.11</b>	<b>\$2,039,405.74</b>	<b>\$1,177,555.24</b>

---

**Staff Recommended Action:**

Hold Public Hearing and Adopt the 2025 CDBG & HOME Consortium Action Plan

---

**Previous Meetings and History:**

Public Hearing February 18, 2025

Public Comment Period May 15 – June 16th, 2025

---

**City Manager Comments:**

I concur with the recommendation. Signature:

---

**Attachments:**

PY25 CDBG & HOME Action Plan





*City of Auburn  
Business & Community  
Development Department*



# **COMMUNITY DEVELOPMENT ACTION PLAN** PROGRAM YEAR 2025

"Auburn Aerial View" | Richard Plourde Photography

## Table of Contents

Executive Summary.....	3
AP-05 Executive Summary - 91.200(c), 91.220(b) .....	3
PR-05 Lead & Responsible Agencies - 91.200(b) .....	17
AP-10 Consultation - 91.100, 91.200(b), 91.215(l) .....	19
AP-12 Participation - 91.401, 91.105, 91.200(c) .....	38
AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2) .....	43
Annual Goals and Objectives .....	48
AP-35 Projects - 91.420, 91.220(d) .....	50
AP-38 Project Summary .....	52
AP-50 Geographic Distribution - 91.420, 91.220(f) .....	60
Affordable Housing .....	62
AP-55 Affordable Housing - 91.420, 91.220(g) .....	62
AP-60 Public Housing - 91.420, 91.220(h) .....	65
AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i) .....	69
AP-75 Barriers to affordable housing -91.420, 91.220(j) .....	74
AP-85 Other Actions - 91.420, 91.220(k) .....	77
Program Specific Requirements.....	85

## **Executive Summary**

### **AP-05 Executive Summary - 91.200(c), 91.220(b)**

#### **1. Introduction**

The City of Auburn Community Development Office (ACDO) presents its Action Plan (AP) for FY25 to the U.S. Department of Housing and Urban Development (HUD). The PY 2025 Action Plan marks the sixth year of the 2020-2024 Consolidated Plan. On February 25, 2025, HUD notified the Auburn-Lewiston Consortium that its request to extend the publication timeline for the next Consolidated Plan had been approved. This extension will allow the city's comprehensive plan process now underway to be incorporated into the next 5-year Consolidated Plan now to be published for FY26.

Aligned with our 2020-2025 Consolidated Plan (PLAN), the ACDO has developed strategies for utilizing Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program funds in Auburn and Lewiston. By identifying community challenges and unmet needs, the ACDO has established clear priorities and outlined the deployment of federal resources to address these issues. The current comprehensive Plan sets precise goals, measurable objectives, and performance metrics to effectively evaluate, reform, reinvent and renew our communities while serving as a robust framework for prioritizing funding requests and shaping individual program guidelines.

This Annual Plan (AP) outlines proposed activities and presents a sixth-year budget aligned with the goals and objectives identified in the Consolidated Plan. The City of Auburn continues to prioritize the use of Community Development Block Grant (CDBG) funds to support low- and moderate-income individuals and families, directing resources to areas with the greatest demonstrated need—particularly neighborhoods with high concentrations of income-eligible households. The Auburn Community Development Office (ACDO) remains committed to leveraging CDBG funds for critical public services and infrastructure improvements. While maintaining strategic flexibility in fund allocation, the ACDO ensures compliance with HUD's national objectives and adheres to the 15% cap on annual expenditures for public services.

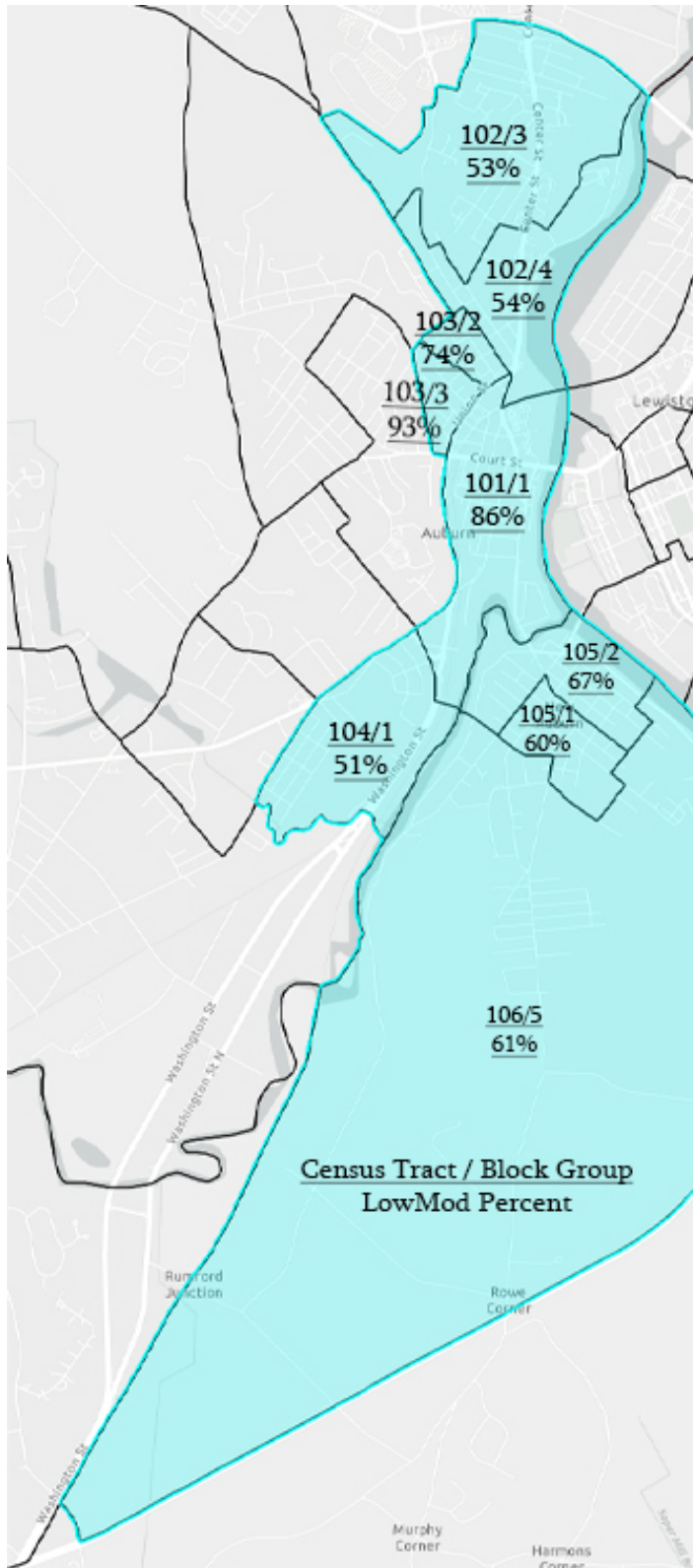
Although HUD continues to rely on the 2016–2020 American Community Survey (ACS) data through the Comprehensive Housing Affordability Strategy (CHAS), updated mapping tools now align census tract and block group data with the latest U.S. Census Bureau population database. Based on this updated mapping, nine census tract block groups in Auburn now qualify as Low- and Moderate-Income Areas (LMIAs), where at least 51% of households earn less than 80% of the Area Median Income (AMI). AMI represents the midpoint of a region's income distribution—meaning half of households earn above the

AMI and half below. These figures highlight the growing economic pressures faced by Auburn residents, especially as the costs of housing, food, and utilities continue to climb.

By implementing decisive actions to address these critical issues, as outlined in this AP, the ACDO plays a pivotal role in positively impacting the lives of those in need within the Auburn and Lewiston communities.

DRAFT

## CDBG Target Areas Program Year 2025



Census Block Groups where  
51% + of Residents qualify  
as Low to Moderate Income

LowMod= at or Below 80%AMI

Area Median Income (AMI) is  
the median income for a specific  
geographic area and represents the  
midpoint of income distribution

Source: HUD Income Data  
2016-2020 ACS  
2020 Census Database

### CDBG Target Areas

## **2. Summarize the objectives and outcomes identified in the Plan**

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The ACDO remains committed to achieving the measurable outcomes established in the 2020–2024 Consolidated Plan. This comprehensive PLAN outlined four overarching goals and their expected outcomes, detailed below. The data presented highlights the cumulative impact achieved to date through activities funded by the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs.

As the City of Auburn embarks on a citywide comprehensive planning process, the ACDO views this program year as a pivotal opportunity to reform, reinvent, and renew its community development strategies. Guided by the foundational goals of the current Consolidated Plan, the department will also look ahead—engaging stakeholders, aligning investments, and re-evaluating priorities to ensure that future programming responds effectively to evolving needs and long-term visions for equitable growth.

Over the past two fiscal years, there has been a significant and sustained increase in the number of residents turning to the city General Assistance office. From FY23 Q1 to FY25 Q2, applications received increased six-fold—from just 62 to 383—highlighting a dramatic rise in community need. The number of cases receiving assistance followed a similar trend, peaking at 429 in FY24 Q4 before slightly tapering to 337 in FY25 Q2. Notably, certain categories such as housing and utility assistance saw substantial growth, with housing assistance cases rising from 23 in FY23 Q1 to a high of 335 in FY24 Q4, and utility assistance increasing more than twentyfold over the same period.

Financial expenditures mirrored this rise, with total quarterly assistance costs growing from just over \$17,000 in FY23 Q1 to a peak of \$255,399 in FY24 Q3. Although there has been a slight decline in both expenditures and cases since that peak, the demand remains significantly higher than pre-FY24 levels. The need for emergency assistance reflects not only economic hardship but also demographic shifts and increased vulnerability within the community. The dramatic surge in assistance requests, particularly in housing and utility support, underscores the ongoing strain on low-income households and the growing importance of maintaining robust local safety net programs.

Residents receiving emergency support through the City’s General Assistance program must meet strict income eligibility criteria, typically falling below 25% of the Area Median Income (AMI). The sharp increase in both applications and cases receiving aid highlights growing instability among Auburn’s most economically vulnerable households. This trend aligns with findings from the recent community survey, where 49% of respondents reported being housing cost-burdened—spending more than 30% of their income on housing. As state-funded rental assistance resources continue to dwindle, more residents are turning to local programs for help with basic needs such as housing, utilities, and household supplies, all of which have seen significant rises in assistance levels since FY23.

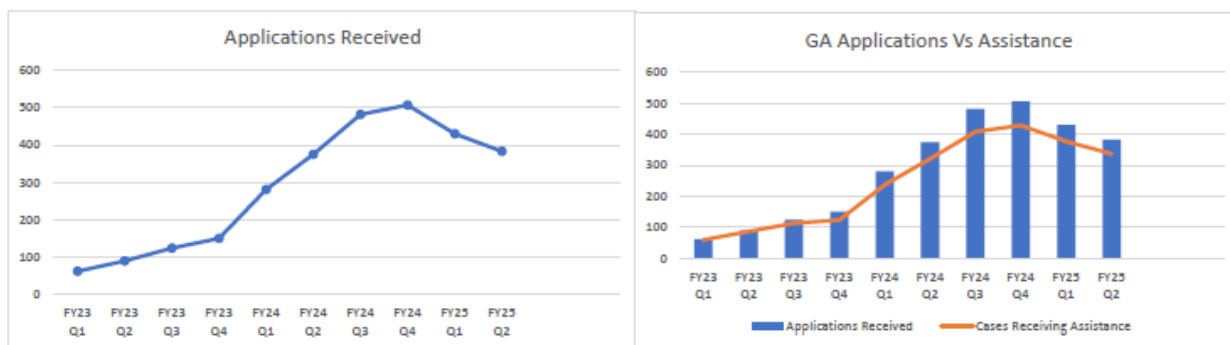


In response, and consistent with the goals outlined in the City's Consolidated Plan, this Annual Plan prioritizes the objective to provide 100 units of rental assistance. The need for stable, affordable housing remains critical, especially for households between 25% and 60% AMI who are unable to turn to existing resources such as GA. By expanding rental assistance, the City seeks to mitigate the impact of escalating housing costs and help residents maintain housing stability during a time of increasing financial hardship.

It is important to note that this assessment does not include impacts from the Lead Hazard Mitigation Grant, American Rescue Plan Act (ARP) funds, or other local and federal resources leveraged by the ACDO over the past year.

General Assistance Trends by Quarter

	FY23 Q1	FY23 Q2	FY23 Q3	FY23 Q4	FY24 Q1	FY24 Q2	FY24 Q3	FY24 Q4	FY25 Q1	FY25 Q2
Applications Received	62	90	124	150	281	375	482	507	430	383
Cases Receiving Assistance	59	86	113	123	237	321	409	429	377	337
Workfare Cases	3	8	19	19	3	0	0	3	3	47
Cases With Asylum Pending	15	13	34	50	156	102	131	132	120	113
Cases Receiving Housing Assistance	23	61	101	85	142	249	333	335	321	286
Cases Receiving Utility Assistance	8	16	45	52	68	100	157	177	182	111
Cases Receiving Food Assistance	19	0	12	27	37	66	26	24	29	29
Cases Receiving Medical Assistance	0	0	1	0	13	11	9	0	0	18
Cases Receiving Burial/Cremation Assistance	2	4	4	0	3	3	8	1	0	2
Cases Receiving Baby Supply Assistance	7	0	5	9	6	20	8	10	9	17
Cases Receiving Household Supply Assistance	8	0	25	41	59	189	70	118	140	149
Cases Receiving Misc. Assistance	0	0	0	0	0	0	0	0	0	2
Total Financial Expenditures	\$17,155	\$47,152	\$86,954	\$82,114	\$130,727	\$221,296	\$255,399	\$243,028	\$252,464	\$223,863
Total number of Persons assisted	0	0	0	0	419	576	693	745	640	491
Assistance Change From Previous Quarter		45.8%	31.4%	8.8%	92.7%	35.4%	27.4%	4.9%	-12.1%	-10.6%
Expense Change From Previous Quarter		174.9%	84.4%	-5.6%	59.2%	69.3%	15.4%	-4.8%	3.9%	-11.3%



General Assistance Data by Quarter

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Within the Plan's four established objectives, which were established in pre-pandemic 2019, only **Goal #1 to provide Safe & Affordable Housing** is currently behind target. Several factors have contributed to these numbers:

- **COVID-19 Disruptions:** Rental and homeowner rehabilitation projects were delayed in **Program Year (PY) 2020** and 2021 due to pandemic-related shutdowns and labor shortages.
- **Market Challenges:** Rising construction costs and a shortage of contractors in **PY 2021 and 2022** further hindered project progress.
- **Lead Abatement:** In FY21 the ACDO received funding and shifted its rehab program to focus on targeted Lead abatement in income-qualified housing units. The work completed under this grant is not reported within the HUD IDIS system.
- **Reduced Rental Assistance:** The federal and state rental assistance programs swelled to fill a growing affordability gap in FY22 & 23. The sudden termination of these programs has increased financial strain on low-income households and left a backlog of cases.
- **Rising Rental Costs:** A significant increase in average rental rates made it difficult to find eligible units. Many rentals exceeded **HUD's Fair Market Rent (FMR)** cap, disqualifying them from assistance under HOME guidelines.

Given these ongoing challenges, the ACDO will shift its focus in PY 2025 to tenant-based rental assistance (TBRA) and related case management. Recent changes to the HOME TBRA guidelines will enhance program efficiency by aligning rent caps and payment standards with Section 8 requirements, making rental assistance more applicable, streamlined and impactful.

Additionally, HOME-ARP funds will continue to provide direct services and emergency support to Auburn residents experiencing homelessness by partnering with local welfare organizations, further leveraging the power of the private and non-profit sector while increasing the impact of these scant federal funds.

#### 4. **Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

The formulation of the Action Plan for the City of Auburn and the Auburn-Lewiston Consortium adheres to the pertinent HUD guidelines and the Auburn Citizen Participation Plan. A comprehensive community needs survey, distributed through both digital channels and traditional paper formats, was conducted to ensure broad outreach. The survey remained accessible for responses from January 20, 2025, to April 1, 2025, and witnessed an impressive turnout of 787 respondents, representing over 1,940 individuals. This marked an increase of 7.8% from the previous year. Moreover, the ACDO engaged in direct consultations with local service providers to glean deeper insights into the community's diverse needs.

Preceding the formulation of this Plan, the Auburn City Council convened a pre-plan Public Hearing, providing residents with a platform to voice their concerns and articulate their priorities for the community. Subsequently, a 30-day public comment period ensued prior to the adoption of the CDBG and HOME Action Plans and associated budgets. The final Action Plan was made available for public scrutiny on May 14th 2025, including a Public Hearing hosted by the City Council on June 16th, 2025. The public comment period ended on June 16th, 2025. Public Notices for these hearings, along with



invitations for community input, were disseminated through prominent local channels such as the Sun Journal newspaper, the city's official website, and various social media platforms to ensure extensive community engagement. Additionally, the Action Plan and supplementary materials were readily accessible on the City's website, promoting transparency and accessibility to all stakeholders.

DRAFT

## After-Mass healing ministry begins at Holy Cross Church

**LEWISTON** — An expanded healing prayer ministry started Jan. 26 at Holy Cross Church, 1080 Lisbon St., which will continue every Sunday morning in its chapel following the 8:30 a.m. mass.

All present in the following services, which typically end around 9:45 a.m., will be invited into the side chapel to have prayers said for themselves or as surrogates for loved ones.

Every type of ailment,

from before or after surgeries, to the many health challenges present in people's lives, including long-term issues, will be given considered and thoughtful prayer by team members in the ornate Chapel, according to a news release from Paul Barbalet.

This ministry is not restricted to parishioners; all faith communities are welcome.

For more information call 207-777-1200.

### HONOR ROLLS

**AUBURN** — Saint Dominic Academy — Auburn Campus has named the following students to the second quarter honor roll for the 2024-25 academic year.

#### Principal's list

Grade 12: Charlize Apodaca, Rohan Brown, Kasey Core, Logan Martin, Jonathan Tangiamasu, Anna Theriault, Curtis Wheeler and Brooklyn Whid.

Grade 11: Nina Brown, Ella Dick, Sophia Francis, Kendall Gravel and Spencer Morgan.

Grade 10: Madeline Andrews, Madeline Bauer, Evelyn Caron, Vivian Hamlin, Haley Lalreque, Ava Martin, Madeline Stratman, Daniel Tangiamasu and Olivia Tassinari.

Grade 9: Owen Bushway, Avianna D'Auteuil and Alana Wheeler.

Grade 8: Sarah Marchand.

Grade 7: Connor Laganan and Emmanuel Tangiamasu.

Grade 6: Emilia Gradwell, Chris Abeler, Hayvayramina, Ella LeCompte, Jillanna Mason and Jaxon Roy.

First honors

Grade 12: Gabrielle Allen, Emily Andrews, Aidan Belanger, John Brocke, Lake Davidson, Jack Galturic, Leah Herrie, King Rapha Romeo Iragan, Daniel Iwanayawu, Moia Jones, Mason LaPlante, Lauren Naous, Cassidy Russell and Taylor Varney.

Grade 11: Kyla Berube, Brady Blush, Benjamin Dima, Dmitri Keene, Sarah Levesque, Lillian Radonis, Seia Russell and Lily Thibault.

Grade 10: Lily Bonazzi, Chloe Crocrou, Piper Crocrou, Ian Ctry, Anastasia

#### Second honors

Grade 12: Kihan Egtall, Placenta Ego, Brockton Morissette, Ethan Rand and Isaac Yombe.

Grade 11: Joseph Adams, Maia Cole, Riley Dagle, Rhys Levesque, Logan Murphy, Tyler Randall, Owen Walsh and Brody Walling.

Grade 10: Jaxon Booker, Connor McElrath, Logan Rousseau and Deano Scilla.

Grade 9: Gabrielle Adams, Willow Ayotte and Meli Theriault Cluay.

Grade 8: Iver Hall, Rayhana Robbin and Noah Rousseau.

Grade 7: James Pothier.

Honorable mention

Grade 10: London Bileodon and Mia Henderson.

## More Connections can be found on Page C5

### NOTICE

The Auburn Community Development Office announces a public hearing to be held by the City Council on February 18, 2025 for the purpose of receiving public input from residents regarding housing and community needs, including priority housing community development needs and affirmatively furthering fair housing. Input received will influence how CDBG & HOME funds, as provided by the U.S. Department of Housing & Urban Development (HUD), will be expended during program year 2025. Prior to developing the Annual Action Plan the city of Auburn, and the Auburn-Leiston HOME Consortium seeks to provide reasonable notice and opportunity for the public to provide input.

Public comments will be accepted during the public hearing. Comments can also be submitted to CDBG@auburnmaine.gov or delivered in person to the Business & Community Development Office until March 15, 2025.

Additionally, the public may provide input by completing the Community Development Survey by scanning the QR Code below. To request printed copies, translations, or other accommodations email CDBG@auburnmaine.gov or call the Community Development Office at (207) 353-6061.



### MAINE INTERNATIONAL FILM FESTIVAL

## Deadline for entries Friday

**WATERVILLE** — The regular film submission deadline is Friday, Feb. 14, for the 28th Maine International Film Festival in Waterville.

The annual festival showcases 100 films in 10 days from July 11-20, highlighting the best of American independent, international, and repertory cinema, including the finest Maine-made productions, celebrated each year with the

Tourmaline Prizes, according to a news release from the festival.

It accepts submissions of feature-length and short films of any genre. Special consideration will be given to works filmed in Maine or that have a significant Maine theme or focus.

To qualify as a Maine-made film eligible for the

Tourmaline Prize competition, the majority of the film's principal production must have taken place in Maine. Films with pre- and post-production activities that occurred in Maine are not automatically eligible unless the majority of the principal production occurred in Maine. Films meeting these made-in-Maine qualifications may be submitted for 50% off normal submission fees.

Meanwhile, the 2025 Maine Student Film & Video Festival is moving to July 18. That festival will now be held as part of MIFF.

Student filmmakers now have the chance to see their films screen before an international audience, meet with professional filmmakers from around the world, and win prizes.

For more information visit [watervillecinema.org](http://watervillecinema.org).

### MOUNT VERNON

## LIBRARY TO HOST SLEDDING PARTY

**MOUNT VERNON** — The Dr. Shaw Memorial Library will host a sledding party at 1 p.m. Monday, Feb. 17, at 344 Pond Road.

People should bring their own sled. The staff will provide hot cocoa and cookies inside.

For more information, email Alice Olson at [aolson51@gmail.com](mailto:aolson51@gmail.com).

## Norway library plans to host puzzle swap

**NORWAY** — Norway Memorial Library is set to host a puzzle swap this month.

Participants can bring one gently used puzzle.

For more information, call 207-743-5809 ext. 1, stop by the information desk, or email [norcan@norway-memoriallibrary.org](mailto:norcan@norway-memoriallibrary.org).

to swap for a "new" puzzle. The puzzles will be on a table in the reference room.

For more information, call 207-743-5809 ext. 1, stop by the information desk, or email [norcan@norway-memoriallibrary.org](mailto:norcan@norway-memoriallibrary.org).

### NOTICE OF STATE RULEMAKING

Wednesday, February 12, 2025  
Public Input for Proposed Rules

**PUBLIC INPUT FOR RULES:** A list of state agency rule proposals is published here each Wednesday. You can get a copy of a proposed rule by contacting the person listed in the notice. You can comment on a proposed rule by submitting a written comment to the agency or by attending the public hearing, if one is scheduled. If no hearing is scheduled, you can request one. The agency must hold a hearing if it receives 5 or more requests. If you have a disability and need assistance to participate in a hearing you should tell the agency at least 7 days before the hearing. **ONLINE INFORMATION:** Weekly notices, full text of adopted rules, and a list of agency rulemaking contacts are available at this website: <http://www.maine.gov/notice>

#### PROPOSALS

**AGENCY:** 05-127 Inland Fisheries and Wildlife  
**CHAPTER NUMBER AND TITLE:** Ch. 16, Hunting (Chapter 16-11: Updated Game and Furbear Animal Hunting (Gray Squirrels))

**PROPOSAL TRACKING NUMBER:** 2025-P008  
**BRIEF SUMMARY:** The Commissioner of Inland Fisheries and Wildlife is proposing to amend Chapter 16-11 rules pertaining to season dates and bag limits for the hunting of ducks, geese, and other migratory game birds.

**PUBLIC HEARING:** Tuesday, March 4, 2025 at 4:00pm - Inland Fisheries & Wildlife, 353 Water Street, Augusta, ME 04333-161

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** None anticipated.

#### PROPOSALS

**AGENCY:** 13-188 Department of Marine Resources  
**CHAPTER NUMBER AND TITLE:** Chapter 24, Groundfish Regulations

**PROPOSAL TRACKING NUMBER:** 2025-P012  
**BRIEF SUMMARY:** This proposed regulation seeks to align expected habitat proposals to prohibit fishing for Atlantic halibut in Maine's territorial waters on Wednesdays and Thursdays. It also proposes reducing the number of allowable hooks for commercial vessels from 250 to 200 hooks, and clarifies that individuals fishing for halibut recreationally are limited to 100 hooks with per person and per vessel. Finally, this regulation adds a prohibition on the use of gaffs to land Atlantic halibut.

**PUBLIC HEARING (if any):** March 3, 2025 at 4:00 pm in DMRF's Conference Room 118, Marquardt Building, 32 Blossum Lane, Augusta, ME, and remotely via Microsoft Teams. Remote access information is posted to <https://www.maine.gov/dmr/home> under "meeting".

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** None anticipated.

**AGENCY:** 05-127 Inland Fisheries and Wildlife  
**CHAPTER NUMBER AND TITLE:** Chapter 16, Hunting (Chapter 16-12: Updated Game and Furbear Animal Hunting (Gray Squirrels))

**PROPOSAL TRACKING NUMBER:** 2025-P009  
**BRIEF SUMMARY:** The Commissioner of Inland Fisheries and Wildlife is proposing a change to Chapter 16 rules to adjust the gray squirrel hunting season. The Department is reviewing hunting and trapping regulations in response to emerging scientific information, changes in land and timber participation, and biological data. The proposed rule would lengthen the gray squirrel hunting season by one month to provide additional opportunities to pursue the species. If adopted, the gray squirrel hunting season would open the last Saturday in September and close January 31. No changes are proposed for the gray squirrel furbear season. The Department is reviewing hunting and trapping regulations in response to emerging scientific information, changes in land and timber participation, and biological data. The proposed rule would lengthen the gray squirrel hunting season by one month to provide additional opportunities to pursue the species. If adopted, the gray squirrel hunting season would open the last Saturday in September and close January 31. No changes are proposed for the gray squirrel furbear season. A complete copy of the proposed rule may be obtained from the agency contact person.

**PUBLIC HEARING:** Thursday, March 6, 2025 at 4:00pm - Inland Fisheries & Wildlife, 353 Water Street, 3rd floor conference room, Augusta

**CONTACT PERSON FOR THIS FILING:** Becky Orr, Inland Fisheries & Wildlife, 353 Water Street, 353 Water Street, Augusta, ME 04333-161

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES:** No fiscal impact is anticipated.

**AGENCY:** 18-123 Department of Administrative and Financial Services, Bureau of Revenue Services  
**CHAPTER NUMBER AND TITLE:** Ch. 202, Tree Growth Tax Law Valuations

**PROPOSAL TRACKING NUMBER:** 2025-P010  
**BRIEF SUMMARY:** MRS is proposing to repeal and replace Rule 202 ("Tree Growth Tax Law Valuations"). The following changes are being made to the proposed Rule. The rule is being replaced to provide updated valuation rates for each forest type by region. \$6 MRS \$576 requires that the State Tax Assessor annually establish the value per acre for each forest type by economic region, for parcels classified under the Tree Growth Tax Law.

**PUBLIC HEARING (if any):** N/A  
**COMMENT DEADLINE:** March 14, 2025

**CONTACT PERSON FOR THIS FILING:** Alex Weber, General Counsel, Maine Revenue Services, 55 Commerce Drive, Augusta, Maine 04330, (207) 624-0172, alex.weber@maine.gov

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** The rule has minimal impact on municipalities. The valuation amounts for the Tree Growth Tax Law program vary from year to year, which impacts the property tax assessed on land in the program. Fluctuations in local taxes due to valuation changes in this program are partially offset by reimbursement and state subsidy provisions.

**AGENCY:** 10-144 Department of Health and Human Services - Maine Center for Disease Control and Prevention  
**CHAPTER NUMBER AND TITLE:** Ch. 266, Certification Standards for Persons Conducting Chemical Analyses For The Detection and Identification of Drugs

**BRIEF SUMMARY:** The Department is proposing this routine technical rule change to amend Chapter 266 to coincide with the expiration of the emergency rule effective January 2, 2025, ensuring competency examinations and accreditation standards remain the standard for laboratories conducting controlled substances seized by law enforcement and used in the criminal justice system. The proposed rule incorporates those emergency changes adopted by emergency rule to update the oversight authority and certification standards, including the accreditation and training requirements. Consistent with the emergency rule, the Department is proposing to require accredited labs and personnel to comply with international standards for forensic testing and calibration laboratories (ISO 17025 standards), shorten the time a certificate is personal

from five years to one year, and permit the certified analyst to perform examinations, analyze forensic casework, and technically review other forensic reports. The rule also includes non-emergency amendments, including the repeal of the semiannual reporting requirement, an increase to the current one-year presentation period for test results to be available for inspection for 20 years, and removes the allowance for an exception for a laboratory analyst to be qualified as an expert witness prior to 1995. These proposed rule amendments also include a revised rule format and an amended rule title.

**PUBLIC HEARING (if any):** No public hearing is scheduled. A public hearing may be requested by emailing the contact person identified below for this filing. CMS 5-0003-020

**COMMENT DEADLINE:** Saturday, March 15, 2025

**CONTACT PERSON FOR THIS FILING:** Bridget Dams, 115 SPS, 286 Water St., Augusta, ME 04333, Tele: 207-287-9394, Fax: 207-287-5807, TTY: 711

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** None anticipated.

**AGENCY:** 13-188 Department of Marine Resources  
**CHAPTER NUMBER AND TITLE:** Chapter 43, Striped Bass

**PROPOSAL TRACKING NUMBER:** 2025-P013  
**BRIEF SUMMARY:** This regulation proposes expanding the special hook and release season/area and the waters seasonally closed to the use of bait regulations on striped bass from May 1 to June 30 to the Saco and Presumpscot rivers. This is intended to reduce mortality of Atlantic striped bass in Maine territorial waters in recognition of the current overfished status of the stock. The proposed rule also provides an exemption for fish operators and crew to fillet legal striped bass decedde provided specific criteria are met.

**PUBLIC HEARING (if any):** March 3, 2025 at 5:00 pm in DMRF's Conference Room 118, Marquardt Building, 32 Blossum Lane, Augusta, ME, and remotely via Microsoft Teams. Remote access information is posted to <https://www.maine.gov/dmr/home> under "meeting".

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** None anticipated.

**AGENCY:** 13-188 Department of Marine Resources  
**CHAPTER NUMBER AND TITLE:** Chapter 43, Striped Bass

**PROPOSAL TRACKING NUMBER:** 2025-P013  
**BRIEF SUMMARY:** This regulation proposes expanding the special hook and release season/area and the waters seasonally closed to the use of bait regulations on striped bass from May 1 to June 30 to the Saco and Presumpscot rivers. This is intended to reduce mortality of Atlantic striped bass in Maine territorial waters in recognition of the current overfished status of the stock. The proposed rule also provides an exemption for fish operators and crew to fillet legal striped bass decedde provided specific criteria are met.

**PUBLIC HEARING (if any):** March 3, 2025 at 5:00 pm in DMRF's Conference Room 118, Marquardt Building, 32 Blossum Lane, Augusta, ME, and remotely via Microsoft Teams. Remote access information is posted to <https://www.maine.gov/dmr/home> under "meeting".

**CONTACT PERSON FOR SMALL BUSINESS IMPACT STATEMENT (if different):** Same

**FINANCIAL IMPACT ON MUNICIPALITIES OR COUNTIES (if any):** None anticipated.

**AGENCY:** 10-144 Department of Health and Human Services - Maine Center for Disease Control and Prevention  
**CHAPTER NUMBER AND TITLE:** Ch. 266, Certification Standards for Persons Conducting Chemical Analyses For The Detection and Identification of Drugs

**BRIEF SUMMARY:** The Department is proposing this routine technical rule change to amend Chapter 266 to coincide with the expiration of the emergency rule effective January 2, 2025, ensuring competency examinations and accreditation standards remain the standard for laboratories conducting controlled substances seized by law enforcement and used in the criminal justice system. The proposed rule incorporates those emergency changes adopted by emergency rule to update the oversight authority and certification standards, including the accreditation and training requirements. Consistent with the emergency rule, the Department is proposing to require accredited labs and personnel to comply with international standards for forensic testing and calibration laboratories (ISO 17025 standards), shorten the time a certificate is personal

**Public Notices** are a permanent and independent record of government and court actions. These include state and local government

Pre-AP Public Hearing 2.12.25

Annual Action Plan

2025

10

OMB Control No: 2506-0117 (exp. 09/30/2021)



City of Auburn, Maine (Official)

2m · 🌐

...

Auburn Residents: You should have received a postcard in the mail from us recently. The card asks for your participation in a community survey to help guide the allocation of CDBG & HOME funds provided by the U.S. Department of Housing & Urban Development (HUD).

This is your chance to highlight unmet community needs and contribute to the development of our Annual Action Plan. Your feedback matters, and together, we can ensure federal funds are directed where they are needed most.

The mail delivery took a bit longer than we thought it would, so we have extended the response deadline to April 1, 2025. Please scan the code on the postcard, or use this link below to share your thoughts on unmet needs/priorities for federal funds.

<https://www.surveymonkey.com/r/auburncommunitysurvey2025>

For additional comments, printed copies, translations, or other accommodations, contact the Community Development Office at:

- Email: [CDBG@auburnmaine.gov](mailto:CDBG@auburnmaine.gov)
- Phone: (207) 333-6601 Ext. 1157

[#communitydevelopment](#) [#auburnmaine](#)

A message from the City of  
**AUBURN**  
Business + Community Development

Shape Auburn's Future:  
Your Opinion Counts!  
SCAN CODE TO TAKE OUR  
COMMUNITY SURVEY

Photo: "Rushing Waters" by  
Richard Plourde Photography

Like Comment Send Share

Facebook Survey Post 3.11.25





## City of Auburn, Maine (Official)

15h · 🌐

...

Auburn Mayor Jeffrey Harmon was honored to address the crowd at this evening's screening of the film, "Beyond the Bridge: A Solution to Homelessness."

The screening was the only showing of the film in Maine. It was held at USM in Portland.

More than 50 people from the greater Auburn area traveled by bus to the screening, including Mayor Harmon, Ward 1 City Councilor Rick Whiting, former City Councilors Dana Staples & Robert Hayes, members of Auburn's Ad-Hoc Committee on Homelessness, and other community leaders.

Several members of our staff were also in attendance, including City Manager Phil Crowell, Assistant City Manager Denis D'Auteuil, Police Chief Jason Moen, Fire Chief Robert Chase, Director of Business & Community Development Glen Holmes, Director of Economic Development Jay Brechick, Grants Manager Rita Beaudry, General Assistance Manager Jamie Longley, Public Health Manager Jennifer Edwards, and Public Services Coordinator Joyce Oster.

[#auburnmaine](#)



👍❤️ 40

3 shares

**FB Beyond the Bridge 3.13.25**

## 5. Summary of public comments

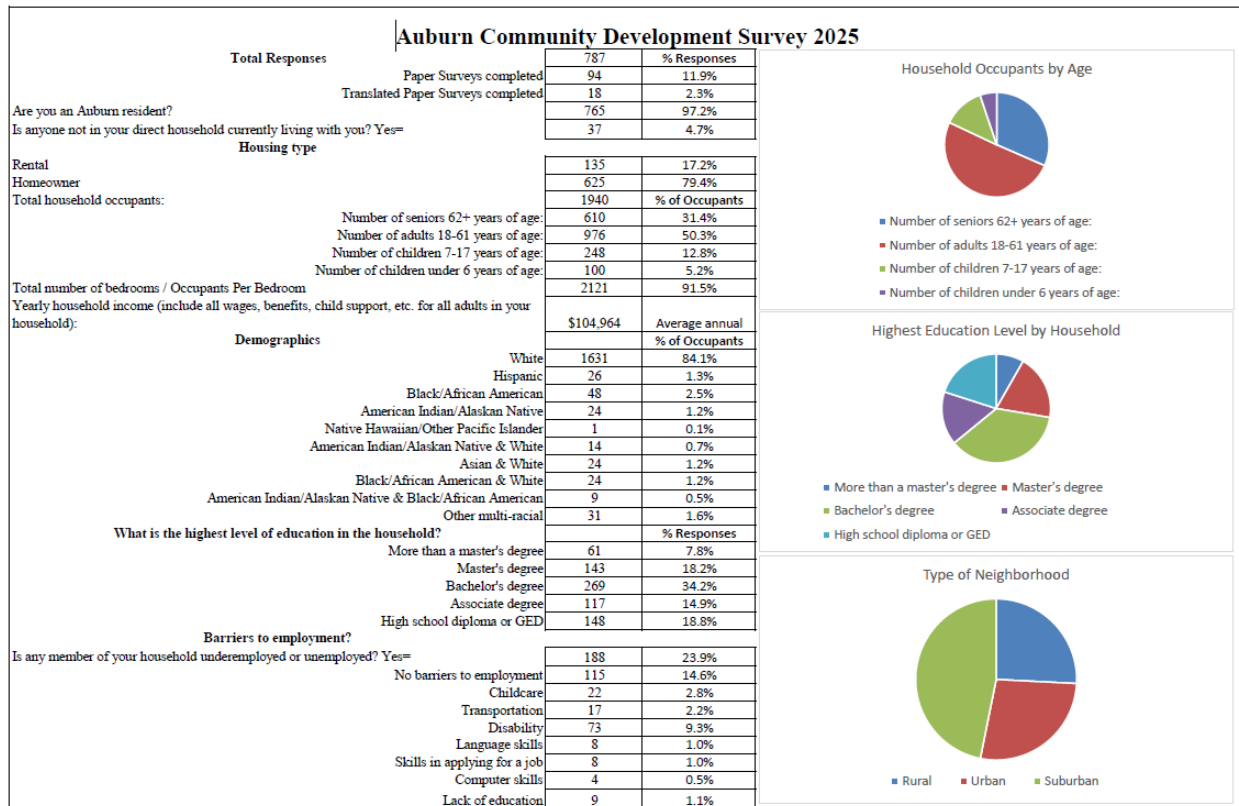
This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

As part of the community survey process, the city requested general unmet needs letters be submitted to the consortium contact information provided herein.

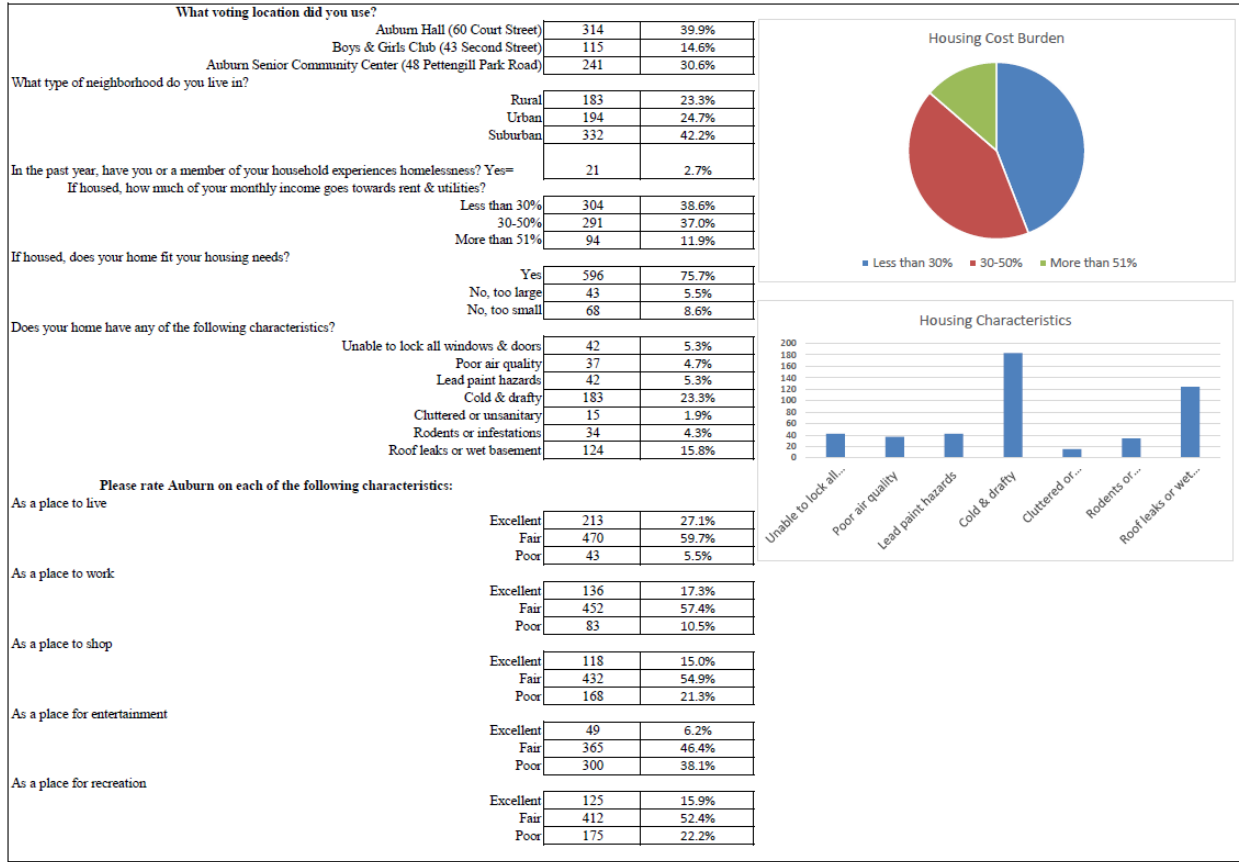
On February 18, 2025 the Auburn City Council held a pre-action Plan public hearing. This Public Hearing can be seen at timestamp 2h:30min by following the link below. During this meeting, no residents spoke.

<https://www.youtube.com/live/92LP207maBY?si=G1InHSLEttLjFB2S>

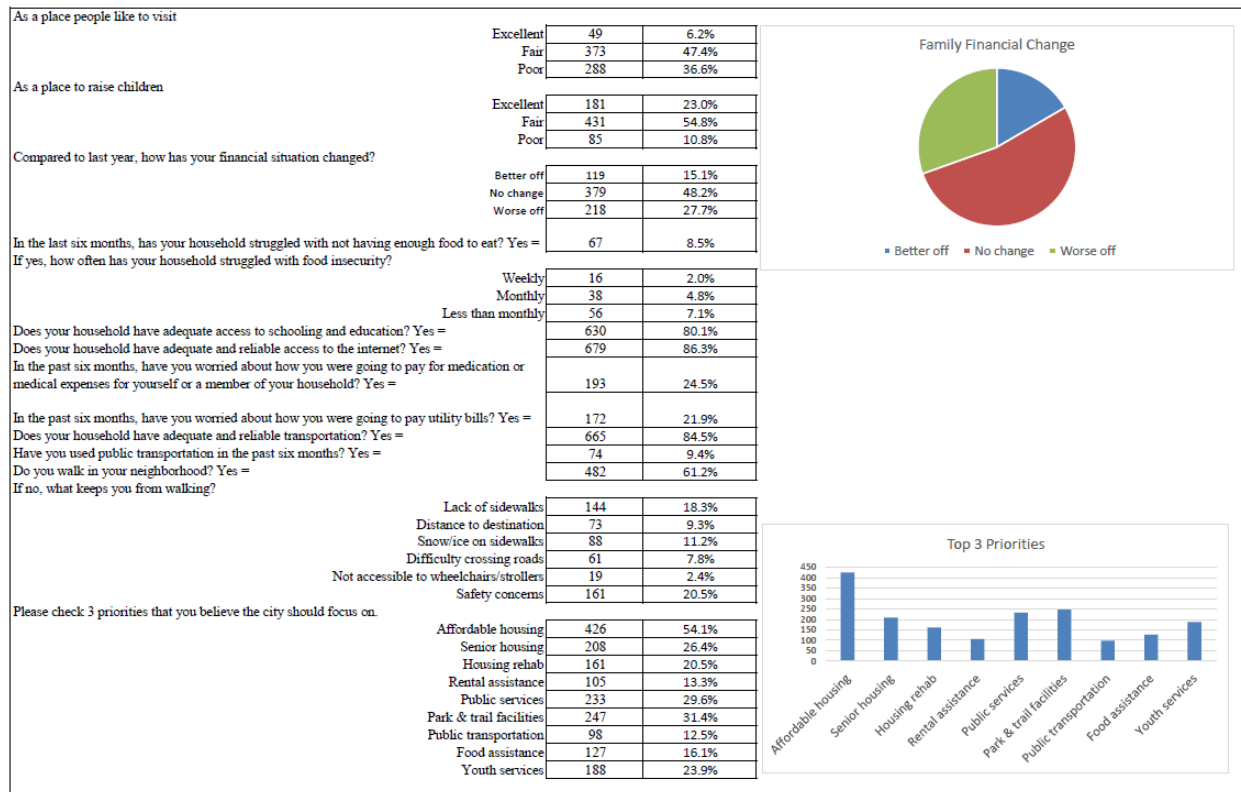
Additional public comments will be added as they are received.



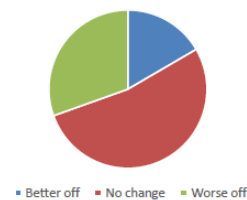
Survey Page 1



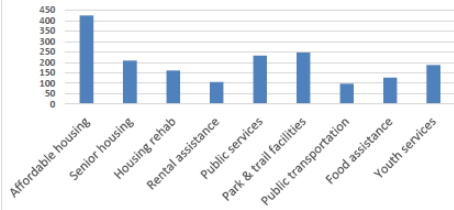
Survey Page 2



Family Financial Change



Top 3 Priorities



## Survey Page 3

### 6. Summary of comments or views not accepted and the reasons for not accepting them

No comments have been made that were not accepted. Comments will be added as they are received.

### 7. Summary

#### **STRATEGY #1: PROVIDE SAFE & AFFORDABLE HOUSING**

In response to the 54% of respondents in the City of Auburn's Community Survey who identified affordable housing as a top priority, the ACDO and the Auburn-Lewiston HOME Consortium will direct the majority of HOME funds in Program Year (PY) 2025 toward the development of new affordable housing units. One key initiative involves the proposed creation of 30 new Housing First units through a collaborative application to the Maine State Housing Authority.

The City of Auburn will invest considerable resources in housing stability initiatives. The city has partnered with Preble Street—a respected nonprofit homeless service provider—to staff a dedicated Housing Stability Coordinator. This role will focus exclusively on supporting Auburn residents who are experiencing or at risk of homelessness. Furthermore, the Annual Plan includes funding for Tenant-Based Rental Assistance (TBRA) for income-qualified renters, with a condition of participation in a self-sufficiency program administered by Preble Street.

Meanwhile, the City of Lewiston will continue to allocate its share of HOME funds to support affordable housing development under its Choice Neighborhoods initiative, as well as provide TBRA to eligible households.

### **STRATEGY #2: IMPROVE INFRASTRUCTURE & REDUCE BLIGHT**

Looking ahead to PY 2025, and in response to the 29.6% of community survey respondents that prioritize the delivery of public services, this AP establishes that CDBG funds are allocated to sustain and expand operations at the Auburn Resource Center. This vital project was made possible through a combination of prior-year CDBG funding and a Section 108 loan. Continued repayment of the loan and support for operational expenses are essential to ensuring the long-term viability of this publicly owned asset, which is strategically located within a predominantly LMI census tract.

Additional infrastructure investments planned for PY 2025, as requested by 31% of survey respondents, will target safety-focused improvements for pedestrians as well as public park and trail facilities. These efforts reflect Auburn's ongoing commitment to neighborhood revitalization, public safety, and enhancing quality of life for all residents and are in response to the 20.5% of survey respondents that stated safety concerns keep them from walking in their neighborhoods.

### **STRATEGY #3: PROMOTE JOBS AND ECONOMIC OPPORTUNITY**

For PY 2025, the City will continue to focus on job creation and economic development by leveraging its comprehensive TIF strategy. These efforts will aim to attract new businesses, support existing employers, and enhance long-term economic resilience—particularly within areas identified for revitalization and growth.

### **STRATEGY #4: PROVIDE ESSENTIAL SERVICES**

The ACDO is strategically allocating funds to address identified community needs, especially those related to homelessness and housing services. Affordable housing and public services emerged as the top concerns from the ACDO Community Survey. The city invested considerable time and funds into the development in a community resource center that can focus on the needs of homeless, food insecurity and other related needs that low and moderate income residents are facing. This investment by the city aligns with the community's expressed needs. Moreover, the availability of HOME-ARP funds presents an opportunity to expand services at this location for individuals experiencing homelessness or at risk of homelessness, as well as other qualified populations.



## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		AUBURN	
CDBG Administrator	AUBURN		City of Auburn Business & Community Development
HOPWA Administrator			
HOME Administrator	AUBURN		City of Auburn Business & Community Development
HOPWA-C Administrator			

Table 1 – Responsible Agencies

### Narrative

In 2001, Auburn and Lewiston established a consortium to secure funding through the HOME Investment Partnerships Program. The agreement enables both cities to meet the funding threshold for HOME funds, with Auburn serving as the program sponsor. Auburn allocates 5% of available HOME funds for overall program administration, while the remaining 5% of administrative funds are evenly split between the two cities. Annual program funds are divided equally, with each city responsible for implementing programs and ensuring compliance with HUD regulations. As the Representative Member, Auburn oversees and monitors the consortium's programs, intervening if a member fails to meet HUD standards. At present, no such intervention is necessary.

### Consolidated Plan Public Contact Information

Program Year (PY) 2025 represents the sixth and final year of the City of Auburn's 2020–2024 Consolidated Plan. On February 25, 2025, HUD approved the Auburn-Lewiston Consortium's request to extend the timeline for the development of its next Consolidated Plan. As a result, the current Consolidated Plan has been extended through PY 2025.

This extension provides the City with a valuable opportunity to align the development of its next five-year Consolidated Plan with the broader goals, research, and community outreach efforts underway as part of the City's Comprehensive Plan update. Integrating these processes will strengthen data collection, enhance public engagement, and ensure a more holistic and coordinated approach to long-term community development planning.

Public comments on the PY 2025 Action Plan and Consolidated Plan extension are welcome and may be submitted at any time to the Auburn Community Development Office, 60 Court Street, Auburn, ME 04210. Comments can also be submitted via phone at 207-333-6601 or by email at [CDBG@auburnmaine.gov](mailto:CDBG@auburnmaine.gov).

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

In preparation for the PY 2025 Annual Action Plan, the Auburn Community Development Office (ACDO) has conducted extensive public outreach and interagency collaboration to assess community needs and inform program development. These efforts included a citywide public survey, formal public hearings hosted by the Auburn City Council, and targeted discussions with Maine State Housing Authority (MSHA), the Auburn and Lewiston Housing Authorities, private housing developers, and a variety of community-based service providers. The purpose of these engagements was to collect updated needs assessment data and to strengthen communication channels among service providers—particularly those serving individuals experiencing homelessness, those at risk of homelessness, and members of Qualified Populations (QP) as defined under the HOME-ARP program.

This Annual Action Plan reflects the influence and foundational work of the City's HOME-ARP Allocation Plan. The creation and evolution of this plan involved meaningful outreach and engagement with service providers and community partners to identify gaps in services, emerging needs, and opportunities for system-wide coordination. As new providers enter the landscape and adapt to the changing needs of vulnerable populations, the City continues to update and refine its approach. While these efforts will be documented in future Consolidated Annual Performance and Evaluation Reports (CAPERs), they do not alter the original 5-year goals established in the current Consolidated Plan.

Importantly, the City of Auburn has maintained ongoing consultation and resiliency planning efforts with local general assistance programs, state and local health agencies, and first responders—including the Auburn Police and Fire Departments, the Androscoggin County Sheriff's Office, and emergency management partners. These relationships support a coordinated response to civil emergencies, including those driven by climate-related events, homelessness, food insecurity, and mental health or substance use disorders.

With HUD's approval of an extension to the existing 2020–2024 Consolidated Plan through Program Year 2025, the City has a unique opportunity to align its next five-year Consolidated Plan with the broader vision, research, and community engagement currently underway through Auburn's Comprehensive Plan update. This alignment will ensure that future HUD-funded activities reflect a more integrated and data-informed approach to community development, housing, and resiliency planning.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The ACDO collaborates with homeless service providers and other organizations to prevent and eliminate homelessness in Maine. An excellent example of this collaboration is the Continuum of Care

(COC), whereby service providers serving a particular geographic area work together to create programs addressing housing and homelessness.

The ACDO has established its own “hub” for homelessness and housing services within its physical office. Staff from partner organizations, hold office hours and have dedicated desk space at the ACDO offices each week. Additionally, the General Assistance (GA) program and Public Health Manager work closely with the ACDO on housing, substance use, and mental health issues. To meet the growing need, one new Public Service Coordinator position was created in PY 2023, and is split funded with the city General Assistance team to address unanticipated increases in community service referrals and improve organizational collaboration. Another community service provider, funded with HOME-ARP dollars, has now established a Housing Stability Coordinator within the ACDO office in PY 2024 to provide case management services to recipients of TBRA grants.

The Region II Homeless Council and Lewiston-Auburn Area Recovery Collaborative (LAARC) are examples of two local collaborative efforts to improve access to housing and substance use prevention, treatment, and recovery resources. The GA Manager has taken over the membership in the Homeless Council from the Community Development Manager in PY 2024, while the Public Health Manager will continue to oversee the LAARC membership.

In February 2025, the Auburn Mayoral Ad-hoc Committee on Homelessness released a report highlighting key data points on the state of homelessness in Auburn. The report underscores the growing need for services and the increasing demand for existing resources.

In 2023, Auburn’s “Project Support You” initiative, in partnership with OPTIONS liaison Dave Bilodeau and Tri-County Mental Health Services (now part of Spurwink services), provided critical support to 301 unique individuals experiencing homelessness. This program, funded through the City of Auburn, has played a vital role in connecting individuals to services and stabilizing those in crisis.

During the winter months of 2024, the Lewiston-Auburn Emergency Warming Center—partially funded by the City of Auburn—served 241 individuals between February and early April. Among these guests, 109 individuals stayed for at least 10 nights, reflecting a significant level of need for sustained emergency shelter. The demand for shelter continued to rise until 2025. In January alone, the Warming Center, now operating out of the former Schemengees facility, averaged 70 guests per night—an increase from the 62 per night recorded in December 2024. The highest single-night occupancy reached 87 individuals.

Further analysis of the Warming Center’s guests reveals important trends:

- 62% of guests had been homeless for more than a year, highlighting a persistent challenge of chronic homelessness.
- The majority (52%) were over the age of 40.
- 68% of those served were male, while 32% were female.

- 68% reported that their last stable housing was in Lewiston or Auburn, emphasizing the local nature of the crisis.
- 52% did not have a case manager, pointing to an opportunity for increased outreach and service coordination.
- Only 7% had housing vouchers, indicating a potential gap in access to long-term housing solutions.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The City of Auburn maintains a strong partnership with the Maine State Housing Authority's Continuum of Care (CoC) programming. Auburn's Deputy Director of Business & Community Development currently serves on the statewide CoC Board of Directors, ensuring the City has a meaningful role in shaping, evaluating, and enhancing the effectiveness of programs and funding initiatives aimed at addressing homelessness.

Further, the City has partnered with the Auburn Housing Authority, Spurwink, and other partners to provide permanent housing and comprehensive support services to individuals experiencing chronic homelessness. Central to this effort is the Housing First model, which prioritizes immediate access to housing without preconditions, followed by wraparound services designed to support long-term stability.

In a recent grant application written by the ACDO and submitted to the Maine State Housing Authority a new housing development for homeless residents was created through extensive collaboration and planning efforts. In the project Auburn Housing Authority serves as both the property owner and manager, leveraging its experience in affordable housing, while Spurwink—a mental health and service provider with deep local roots—offers on-site 24/7 care, including mental health counseling, addiction treatment, healthcare, and case management. Together with Developer's Collaborative, the team ensures that housing design, operations, and support systems are fully integrated and centered on resident needs.

These partnerships have been shaped by ongoing initiatives such as "Project Support You" and the Lewiston-Auburn Warming Center, which highlight the scale and urgency of chronic homelessness in the region. Local data show that a majority of unsheltered individuals have been homeless for over a year, often with complex medical and behavioral health needs. By drawing on lessons learned from these programs and involving service providers in project planning from the outset, the City and its partners have developed a coordinated, evidence-based approach. Through strategic funding, including HUD HOME dollars and local TIF support, Auburn is investing in sustainable housing solutions that directly respond to the needs of its most vulnerable residents.

Furthermore, the City of Auburn has continued its efforts to integrate the Community Development, General Assistance, and Public Health Offices, aiming to enhance its impact. These offices share resources and coordinate services and referrals to offer more holistic assistance to the homeless and at-risk populations.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The Auburn Community Development Office (ACDO) has successfully collaborated with Rumford Group Homes and Community Concepts, Inc. to collect and enter client data from Coordinated Entry assessments into the Homeless Management Information System (HMIS), perform data analysis, and report out the data to ACDO. As both staff positions at RGH and CCI have been recently vacated, the completion of Coordinated Entry interviews are now being conducted at the Drop-in Center, which is housed in the new Auburn Resource Center at 121 Mill St.

**2. Agencies, groups, organizations and others who participated in the process and consultations**

**Table 2 – Agencies, groups, organizations who participated**

1	<b>Agency/Group/Organization</b>	MAINE STATE HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Agency was consulted as a data source for Point in Time reporting and continued coordination of the Continuum of Care. Consultation and coordination of activities are ongoing. ACDO staff consulted with the MSHA HUB Coordinator to ensure that the plans being developed will be complementary in nature. The city integrated data from MSHA Housing Outlook 2025 into its plan development.
2	<b>Agency/Group/Organization</b>	AUBURN HOUSING AUTHORITY
	<b>Agency/Group/Organization Type</b>	Housing PHA Services - Housing Services-Persons with Disabilities Service-Fair Housing

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Market Analysis
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO and AHA staff work regularly to coordinate affordable housing needs. In March 2025 ACDO partnered with AHA to develop and apply for a Housing First development project funded by MSHA. If approved this project will commence in PY25.
3	<b>Agency/Group/Organization</b>	Androscoggin Council of Governments
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Market Analysis Economic Development Transportation and Urban Planning
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consults with AVCOG on Environmental Reviews and transportation planning and infrastructure.
4	<b>Agency/Group/Organization</b>	Androscoggin Emergency Management Agency
	<b>Agency/Group/Organization Type</b>	Agency - Managing Flood Prone Areas Agency - Emergency Management Other government - County
	<b>What section of the Plan was addressed by Consultation?</b>	Hazard Mitigation



	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The ACDO staff consults with EMA staff regarding emergency housing resources and coordinates responses to the housing crisis.
5	<b>Agency/Group/Organization</b>	Auburn Fire Department
	<b>Agency/Group/Organization Type</b>	Agency - Emergency Management Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City Public Health and ACDO team meets semi-annually with Fire Department leadership to coordinate services and referrals provided.
6	<b>Agency/Group/Organization</b>	Auburn Police Department
	<b>Agency/Group/Organization Type</b>	Agency - Emergency Management Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	City Public Health and ACDO team meets semi-annually with Police Department leadership to coordinate services and referrals provided.
7	<b>Agency/Group/Organization</b>	COMMUNITY CONCEPTS FINANCE CORPORATION
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Education Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide Community Development Financial Institution

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO staff worked with CCFC team members regarding financial literacy and homebuyer education needs within the community.
8	<b>Agency/Group/Organization</b>	Community Concepts, Inc.
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The ACDO staff have consulted regularly with CCI executive leadership about homelessness and financial capability services.
9	<b>Agency/Group/Organization</b>	City of Lewiston - General Assistance
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	General Assistance departments from both cities communicate regularly regarding presenting needs and available resources that can be shared between cities and residents.
10	<b>Agency/Group/Organization</b>	AUBURN RECREATION DEPARTMENT
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The city of Auburn solicits information from Recreation program directors regarding the unmet needs of their clients.
11	<b>Agency/Group/Organization</b>	LEWISTON-AUBURN TRANSIT COMMITTEE
	<b>Agency/Group/Organization Type</b>	Other government - Local Regional organization Planning organization
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO works with the Director of Transportation to gain valuable input on plans for new affordable housing developments and access via public transportation feasibility and improvement studies.

12	<b>Agency/Group/Organization</b>	SAFE VOICES
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Child Welfare Agency
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consults with agency leadership to assess unmet needs of the DV population.
13	<b>Agency/Group/Organization</b>	Seniors Plus
	<b>Agency/Group/Organization Type</b>	Services-Elderly Persons Services-Persons with Disabilities
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with the agency leadership to assess unmet needs of the Senior and Disabled populations.
14	<b>Agency/Group/Organization</b>	LA Metro Chamber of Commerce
	<b>Agency/Group/Organization Type</b>	Services-Education Services-Employment

	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Market Analysis Economic Development
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with the agency to assess unmet needs of the job-seeking population.
15	<b>Agency/Group/Organization</b>	Maine Center for Disease Control and Prevention
	<b>Agency/Group/Organization Type</b>	Other government - State
	<b>What section of the Plan was addressed by Consultation?</b>	Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consults with CDC regularly through collaborative work on Lead Abatement and EBLL child poisoning cases.
16	<b>Agency/Group/Organization</b>	Rumford Group Homes Inc.
	<b>Agency/Group/Organization Type</b>	Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consults with agency leadership to assess the unmet needs of the local homeless population.

17	<b>Agency/Group/Organization</b>	An Angel's Wing Inc.
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with the agency regarding unmet needs related to substance abuse and mental health disorders in the jurisdiction.
18	<b>Agency/Group/Organization</b>	COMMUNITY CREDIT UNION
	<b>Agency/Group/Organization Type</b>	Services - Narrowing the Digital Divide Business Leaders
	<b>What section of the Plan was addressed by Consultation?</b>	Economic Development Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with the agency regarding unmet needs within the jurisdiction related to housing, transportation, workforce development, and financial capability assistance needs within the community.
19	<b>Agency/Group/Organization</b>	Goodwill Northern New England
	<b>Agency/Group/Organization Type</b>	Services-Children Services-homeless Services-Health Services-Education

	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO staff consulted with the agency regarding unmet needs within the jurisdiction related to job training needs within the community.
20	<b>Agency/Group/Organization</b>	Pleasant St Drop-in Center
	<b>Agency/Group/Organization Type</b>	Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with the agency regarding unmet needs within the jurisdiction related to homeless assistance needs within the community.
21	<b>Agency/Group/Organization</b>	AUBURN SCHOOL DEPARTMENT, 60 COURT STREET, AUBURN, ME 04210
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO staff consulted the McKinney-Vento Liaison within the school department regarding homeless and unaccompanied youth being serviced under the McKinney-Vento Act.

22	<b>Agency/Group/Organization</b>	YMCA of Auburn-Lewiston
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Elderly Persons Services-Health Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO staff consulted with the agency regarding unmet needs in the community for affordable housing, safety, youth and childcare services, mental health and substance use disorders, and food security.
23	<b>Agency/Group/Organization</b>	Kaydenz Kitchen Food Pantry Inc.
	<b>Agency/Group/Organization Type</b>	Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO and city staff consulted with the agency on unmet needs for the unhoused population.
24	<b>Agency/Group/Organization</b>	Auburn Public Library
	<b>Agency/Group/Organization Type</b>	Services-Education Other government - Local



	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO staff consulted with agency staff on unmet needs in the community, such as homelessness, affordable housing, and job training.
25	<b>Agency/Group/Organization</b>	Auburn Adult Education
	<b>Agency/Group/Organization Type</b>	Services-Education Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with agency program staff to determine unmet needs within the community, specifically around access barriers to education, including transportation.
26	<b>Agency/Group/Organization</b>	Healthy Androscoggin
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Health Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO consulted with agency staff on the need for education about lead poisoning prevention, such as how to clean up lead dust. Agency also consulted regularly regarding unmet needs related to substance abuse and co-occurring disorders within the jurisdiction.

27	<b>Agency/Group/Organization</b>	PREBLE STREET
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless Services-Health
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO and city staff consulted with the agency on unmet needs for the unhoused population.
28	<b>Agency/Group/Organization</b>	Greater Androscoggin Humane Society
	<b>Agency/Group/Organization Type</b>	Pet Health
	<b>What section of the Plan was addressed by Consultation?</b>	Homelessness Strategy Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Coordinated with Public Health Manager on becoming a more pet friendly city, and for feedback in design of the dog park. Also collaborated for an application to Sewall for pet security deposit grant funding, and will co-host workshop on pets in housing for landlords on May 7th at the library to talk to landlords about laws around service dogs vs. therapy animals, why pet owners can make good tenants, and to talk about the program.
29	<b>Agency/Group/Organization</b>	Police Activities League (PAL)
	<b>Agency/Group/Organization Type</b>	Services-Children Services-Education
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Families with children Anti-poverty Strategy

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	ACDO has worked extensively with PAL on the development and programming at their new facilities, which are partially funded by CDBG. The newly constructed facility on chestnut St provides educational and athletic activities for kids after school and during the summer, not to mention positive interaction with police officers.
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Identify any Agency Types not consulted and provide rationale for not consulting**

No agency types were intentionally not consulted. Organizations from the previous Action Plan not included in this AP either did not respond or have since ceased providing services within the jurisdiction.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maine State Housing Authority	The cities of Auburn and Lewiston formed a consortium to be eligible for HOME Investment Partnerships Program funds, with both cities sharing the grant funds. The three-year HOME Consortium plan involves consulting with the Maine State Housing Authority for recertification. During the 2020-2024 Consolidated Plan development, Auburn and Lewiston Community Development staff collaborated closely on its creation and execution. Both cities have persistently pursued the construction of new, affordable rental units. The General Assistance and Public Health offices also collaborate with the Coordinated Entry system and emergency shelters.
Maine Housing Outlook 2025	Maine State Housing Authority	Published in January 2025, this plan assesses the health and development of affordable housing and housing assistance programs state-wide.
24-25 Traffic Safety Plan	Auburn Police Department	The ACDO consulted the comprehensive traffic safety program and established strategies when considering public infrastructure investments.
Maine Shared Community Health Needs Assessment	Maine Department of Health & Human Services	ACDO considered over 250 health indicators within the 2025 Shared CHNA report.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Auburn Safety Action Plan	Androscoggin Transportation Resource Center	Consulted the 2024 plan, which aims to improve roadway safety by identifying and prioritizing local road safety improvements.
Addressing Homelessness in Auburn	Auburn Mayor's Ad-hoc committee on Homelessness	Consulted the assessment and strategy provided within this report, which was published in February, 2025.
Roadmap for the Future of Housing Production in MA	HR&A - MSHA	Consulted comprehensive housing producing assessment and strategy provided by HR&A Advisors and MSHA.
Community Engagement Profile: Androscoggin	Maine Shared Community Needs Assessment	Reviewed Emerging trends and data provided in collaborative partnership between Central Maine Healthcare, Northern Light Health, MaineGeneral Health, MaineHealth, the Maine Center for Disease Control and Prevention, and the Maine Community Action Partnership.

**Table 3 – Other local / regional / federal planning efforts**

## Narrative

The City of Auburn is adopting a proactive and coordinated strategy in its service delivery by integrating the General Assistance office and the City's Public Health Officer into regular strategy and planning meetings with the Community Development staff. As part of this effort, Auburn has introduced a new position, the Housing Stability Coordinator, to enhance the delivery of direct care and improve service accessibility for residents. This position strengthens Auburn's ability to provide timely support, promote housing stability, and respond more effectively to the complex needs of low- and moderate-income individuals. Together, this cross-departmental collaboration fosters a more comprehensive service delivery model, enabling the early identification of needs, streamlined referrals, and more efficient crisis response.

In recent years, Auburn has also expanded its network of strategic partnerships to better address chronic homelessness and behavioral health needs. Notably, the City is working closely with the Auburn Housing Authority, Spurwink (formerly Tri-County Mental Health Services), and Developer's Collaborative on the development of a Housing First project. This partnership combines permanent supportive housing with on-site 24/7 services, targeting individuals experiencing chronic homelessness. The City continues to collaborate with MSHA, Lewiston and Auburn Housing Authorities, and local providers like Spurwink to align efforts and maximize impact. Additionally, the City has helped support and fund critical emergency resources such as the Lewiston-Auburn Emergency Warming Center and the Drop-in Center at 121 Mill Street—both of which

provide shelter, food, and access to services for unsheltered individuals. Together, these efforts reflect a unified, data-driven approach to reducing homelessness, improving public health outcomes, and strengthening Auburn’s overall resiliency.

Broadband access remains a key concern, particularly for rural and low/moderate-income households. The Affordable Connectivity Program (ACP), which began on December 31, 2021, played a vital role in helping many Auburn residents secure affordable internet and cell phone services. Eighty Six percent (86%) of respondents to the 2025 community survey reported having adequate internet access at home, down from 96% in 2024. However, with the ACP ending and no new applications processed after February 7, 2024, access rates are expected to decline, posing new challenges for digital inclusion. Despite these challenges, the City of Auburn remains committed to a comprehensive, partnership-driven approach to addressing housing, public health, digital equity, and emergency preparedness for its most vulnerable residents.

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

The Annual Action Plan for PY 2025 builds upon the groundwork laid in previous years by significantly expanding citizen engagement efforts and diversifying the sources of community input. The Auburn Community Development Office (ACDO), in collaboration with students from Bates College, refined and streamlined the annual Housing and Community Needs Survey to better capture critical data. This year, the survey was made more accessible than ever, offered in both online and hard copy formats and translated into multiple languages to reach Auburn's diverse population. A direct mail postcard was sent to every household in the city, encouraging participation and providing clear instructions for accessing the survey or requesting a printed version.

Crucially, a broader network of nonprofit and service provider partners played an active role in distributing and promoting the survey. Organizations serving individuals experiencing homelessness, low-income renters, older adults, and immigrant and refugee populations were engaged to help ensure the survey reached historically underrepresented groups. These partners also offered assistance in completing the survey and gathered feedback directly from their clients, resulting in a more inclusive and representative dataset. As a result, survey response rates rose, with 787 responses received—up from 730 in 2024—and representing nearly 8% of Auburn's population. While homeowners continued to account for 79% of responses, the increase in input from renters and individuals with lived experience of housing insecurity reflects meaningful progress toward more equitable engagement.

Beyond the survey, the ACDO deepened its engagement with the community through ongoing collaboration with local nonprofits, housing agencies, and service providers. These stakeholders submitted Letters of Unmet Needs and shared client insights, which provided valuable, documentable input for this plan. The ACDO also participated in numerous community meetings and forums throughout the year—ranging from city-sponsored neighborhood listening sessions to partner-led focus groups—ensuring that feedback was gathered through multiple channels. This enhanced engagement strategy has helped the City identify emerging needs and priorities, particularly among populations that have traditionally been underrepresented in formal planning processes. A full list of community meetings and submitted Letters of Unmet Needs will be included in the appendix of this Action Plan.

## Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	On February 18, 2025, the Auburn City Council held a pre-action Plan public hearing. This Public Hearing can be seen at timestamp 2h:30min by following the link in the table.	During this meeting, no residents spoke.	n/a	<a href="https://www.youtube.com/live/92LP207maBY?si=G1InHSLEttLjFB2S">https://www.youtube.com/live/92LP207maBY?si=G1InHSLEttLjFB2S</a>
2	Community Survey	Non-English Speaking - Specify other language: French, Spanish, Swahili, Somali, Ukrainian, Portuguese  Non-targeted/broad community  Residents of Public and Assisted Housing  Homeless	This broad reaching community survey is conducted virtually, as well as on paper strategically delivered through various city offices and service provider programs. Results are attached to this AP.	The summary of survey results are included in the appendix of this AP.	No comments were not accepted.	

3	Public Meeting	Homeless Services Strategy	<p>On March 13, 2025 Auburn Mayor Jeffrey Harmon addressed a crowd at a screening of the film, "Beyond the Bridge: A Solution to Homelessness. The screening was the only showing of the film in Maine. It was held at USM in Portland. More than 50 people from the greater Auburn area traveled by bus to the screening, including Mayor Harmon, Ward 1 City Councilor Rick Whiting, former City Councilors Dana Staples &amp; Robert Hayes, members of Auburn's Ad-Hoc Committee on Homelessness, and other community leaders. Several members of our staff were also in attendance, including City Manager Phil Crowell, Assistant</p>	N/A	N/A	
---	----------------	----------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	-----	--



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
			City Manager Denis D'Auteuil, Police Chief Jason Moen, Fire Chief Robert Chase, Director of Business & Community Development Glen Holmes, Director of Economic Development Jay Brenchick, Grants Manager Rita Beaudry, General Assistance Manager Jamie Longley, Public Health Manager Jennifer Edwards, and Public Services Coordinator Joyce Oster.			
4	Public Meeting	Homeless & Service Providers	Community Listening Session at Drop-In Center, 121 Mill St Auburn14 providers, staff and clients.	Guest Concerns, Needs & Feedback provided in full at the end of this AP.	No comments were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
5	Newspaper Ad	Non-targeted/broad community	30 Day Public Comment Period from May 14th through June 16th, 2025.	Summary of comments received to be included before submission.	No comments received were not accepted.	
6	Public Hearing	Non-targeted/broad community	Public Hearing held by City Council on June 16th, 2025	Summary of comments received to be included before submission.	No comments received were not accepted.	

**Table 4 – Citizen Participation Outreach**

## Expected Resources

### AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

#### Introduction

Funding for the Community Development Program originates from allocations from the Community Development Block Grant and HOME Investment Partnerships Program allocations for Auburn and Lewiston. These annual allocations are supplemented by program income generated from current loan principal repayments expected within the program year, as well as unspent funds carried over from previous years. The allocations for PY 2025 are projections based on HUD's final CDBG and HOME budgets and internal reports detailing available program income and prior year funds. Any increases or decreases in allocation or program income will be symmetrically applied to the CDBG Dangerous Buildings activity and/or the HOME new unit creation activities.

Prior year resources include unspent funds from both CDBG and HOME funds. Unspent CDBG funds from program years 2022, 2023 and 2024 are included. Unspent funds from the HOME program include program years 2019, 2020, 2021, 2022, 2023 and 2024. These unspent funds stem from projects that were canceled or delayed in previous years, as well as balances from funds initially set aside for expenditures that fell short of

budget expectations. In this Action Plan, these funds are allocated to new projects.

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	485,861.00	100,000.00	181,770.10	767,631.10	508,342.00	Available resources include the anticipated allocation, program income, and unspent CDBG funds from prior years. Funds anticipated for the remainder of the ConPlan include the annual allocation and projected program income.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	462,520.00	55,000.00	2,699,440.98	3,216,960.98	428,732.84	Available resources include the anticipated allocation, program income, and unspent HOME funds from prior years. Funds anticipated for the remainder of the ConPlan include the annual allocation and projected program income. Auburn's VGR has been deducted from the annual allocation. This will only affect funds available to the City of Auburn and will not affect the City of Lewiston's funds.

**Table 2 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds will be utilized to leverage additional resources, including public services, new unit development, and infrastructure projects. Public services and new unit development leverage private funds, while infrastructure projects tap into local tax revenues.

Federal HOME funds predominantly leverage private resources by focusing on rental development projects. Both Auburn and Lewiston are currently involved in rental development projects or have plans for them. Moreover, the City of Lewiston is progressing with Choice

Neighborhood developments, aiming to leverage private capital contributions. These funds will supplement the carry forward of matching funds from the previous year to meet the requirement.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Auburn's Economic Development Office has multiple city-owned properties currently under contract to sell to private commercial developers.

Additionally, The City Council has pledged to convey three city owned parcels to the Auburn Housing Authority as part of a Housing First development project which will, if awarded by MSHA, construct 30 new housing units reserved for the chronically homeless. This process of tenant selection works with the Maine COC and utilizes the Coordinated entry system to prioritize and select tenants.

**Discussion**

Funding from prior-year resources plays a notable role in this budget; however, these funds are not included in the projected amount for the remainder of the Consolidated Plan. The total budget reflects only new allocations and anticipated program income for the upcoming program year.

Should there be an increase or decrease in HUD's yearly allocation or an unexpected shortfall in program income, the budget will be adjusted proportionally. Any necessary reductions will be applied to TBRA within the HOME budget. Similarly, adjustments to the CDBG allocation will be reflected in Public Infrastructure activities.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Safe and Affordable Housing	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs		Provide Safe and Affordable Housing	HOME: \$3,081,725.82	Rental units constructed: 112 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 45 Households Assisted
2	Provide Essential Services	2020	2024	Homeless Non-Homeless Special Needs		Provide Essential Services	CDBG: \$85,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 15 Persons Assisted Homelessness Prevention: 100 Persons Assisted
3	Improve Infrastructure and reduce blight	2020	2024	Non-Housing Community Development			CDBG: \$565,512.98	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 100 Households Assisted

Table 3 – Goals Summary



## Goal Descriptions

<b>1</b>	<b>Goal Name</b>	Provide Safe and Affordable Housing
	<b>Goal Description</b>	Auburn: 30 new Housing First units created 30 Families assisted with TBRA 2 new affordable units constructed Lewiston: 80 affordable Housing Units created 15 Security Deposits
<b>2</b>	<b>Goal Name</b>	Provide Essential Services
	<b>Goal Description</b>	100 persons assisted with homeless prevention services 15 youth will receive access to recreation programming.
<b>3</b>	<b>Goal Name</b>	Improve Infrastructure and reduce blight
	<b>Goal Description</b>	100 Low Mod households assisted through services at the Auburn Resource Center. 1,000 persons assisted with pedestrian safety improvements.

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The following tables list the activities and programs that will be supported using HUD program funds during the 2025-26 program year. The objectives are to:

1. Provide Safe and Affordable Housing
2. Improve Public Infrastructure and Eliminate Blight
3. Promote Economic Opportunities
4. Provide Essential Services

The difference between the totals in the AP-35 & the AP-20 is due to administrative expenses.

#	Project Name
1	2025 Affordable Housing Development
2	2025 Auburn TBRA
3	2025 Public Infrastructure
4	2025 Public Services
5	2024 Administration
6	2025 Lewiston HOME Construction
7	2025 Lewiston Security Deposits
8	2025 Lewiston Admin

**Table 4 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities for Auburn focus are geared towards two main objectives: the creation of new affordable housing and enhancing accessibility to quality housing options, as outlined in the city's strategic plan. According to the community survey results, 54% of respondents emphasized the importance of affordable housing. The development of new, affordable units is aimed at assisting low to moderate-income residents attain housing that meets the city's standards while remaining affordable.

Furthermore, the survey revealed that 48.9% of respondents reported that they were paying more than 30% of their monthly income toward housing, with 11.9% paying over 50%. This indicates that a significant proportion of the city's population is rent burdened, according to HUD standards. This data correlates to the current trends seen in the General Assistance office where 70% of the total applications received during fiscal year 2024 ended up receiving housing assistance, and another 35% of applications received assistance paying for utilities. As income qualifications for General Assistance are approximately 25% AMI, there are many more families with need in the community which will be better

served by increases in rental assistance programs targeted at families between 25-60% AMI.

Public Services will be administered by the Public Service Coordinator as well as local non-profit organizations, with a focus on affordable housing services. These priorities were established in the community survey responses, with 29.6% of respondents stating public services should be the city's top priority and 23.9% choosing youth services as a focal point.

Public infrastructure improvements will focus on park and trail safety improvements, as requested by 31.4% of survey respondents. Additionally, 20.5% of respondents indicated that safety concerns prevent them from walking in their neighborhoods. As the City is receiving \$3 million in Congressionally Directed Spending (CDS) to extend the city Riverwalk trail system and improve connectivity, this plan will address related safety concerns received from the survey. To this end, addressing abandoned and blighted buildings and lots within qualified neighborhoods will continue within this program year.

Meanwhile, Lewiston's priorities for HOME funds are driven by the need to increase the availability of affordable housing units while continuing to provide TBRA services to income-qualifying residents.

**AP-38 Project Summary**  
**Project Summary Information**

1	<b>Project Name</b>	2025 Affordable Housing Development
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Safe and Affordable Housing
	<b>Needs Addressed</b>	Provide Safe and Affordable Housing
	<b>Funding</b>	HOME: \$1,402,507.10
	<b>Description</b>	Creation of 32 new affordable rental units.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed activities are expected to benefit at least 52 households through the creation of new rental housing units. Of these, 30 units will be designated as permanent supportive housing for individuals and families experiencing homelessness, including those with complex service needs. These units will serve extremely low-income (ELI) households, many of whom may have disabilities or require wraparound support services. An additional 22 units of housing (2 which will be affordable) will be developed in a city-owned historic building, with at least two units set aside as floating HOME-assisted units to serve low- to moderate-income (LMI) households. The mix of unit sizes is expected to accommodate both individuals and small families.
	<b>Location Description</b>	The first project is located in the Union Street neighborhood of Auburn, where 93% of the housing stock serves low- to moderate-income households. This development will introduce 30 new supportive housing units tailored to individuals and families experiencing homelessness. The second project is located in the New Auburn neighborhood within a HUD-designated low- and moderate-income census tract, where 37% of residents qualify as LMI. It involves the redevelopment of a city-owned historic building to create 2 affordable rental units.

	<b>Planned Activities</b>	<p>Invest \$1,000,000 in HOME Program funds to support the construction of 30 permanent supportive housing units for homeless individuals and families, in partnership with MaineHousing and other stakeholders.</p> <p>Provide \$300,000 in HOME funds to support the redevelopment of a historic, city-owned building into 22 affordable housing units, including two floating HOME-assisted units designated for LMI households.</p> <p>Both projects will improve access to safe, stable, and affordable housing, help prevent chronic homelessness, and contribute to neighborhood revitalization in areas with significant need.</p> <p>The balance of funds will be used for project delivery including staff time and costs associated with individual projects.</p>
2	<b>Project Name</b>	2025 Auburn TBRA
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Provide Safe and Affordable Housing
	<b>Funding</b>	HOME: \$550,000.00
	<b>Description</b>	Providing Security Deposits and rental assistance.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The Tenant-Based Rental Assistance (TBRA) program is expected to assist approximately 25 to 30 low-income households annually. Priority will be given to families experiencing homelessness or those at imminent risk of homelessness. Eligible households must earn at or below 60% of the Area Median Income (AMI). Assistance may cover up to 70% of monthly rent as well as security deposits, helping stabilize housing for vulnerable households, particularly those with children, seniors, or persons with disabilities. The program aims to prevent displacement and reduce the incidence of homelessness by increasing access to safe and affordable rental housing in the private market.
	<b>Location Description</b>	TBRA assistance will be available citywide in Auburn, Maine, with targeted outreach and prioritization for residents living in neighborhoods with high concentrations of low- and moderate-income households, including the Downtown, Union Street and New Auburn areas. The program enables participants to secure housing in areas of their choice, promoting mobility and access to opportunity while also relieving pressure on existing affordable housing stock.

	<b>Planned Activities</b>	<p>Provide tenant-based rental assistance to qualifying households earning ≤60% AMI, with a focus on those experiencing or at risk of homelessness.</p> <p>Cover up to 70% of monthly rent payments and full security deposit costs for eligible families.</p> <p>Support housing stability, prevent evictions, and reduce the number of households entering emergency shelters or other crisis housing systems.</p> <p>Collaborate with local service providers to ensure participants have access to supportive services as needed, including case management, financial counseling, and housing search assistance.</p>
<b>3</b>	<b>Project Name</b>	2025 Public Infrastructure
	<b>Target Area</b>	
	<b>Goals Supported</b>	Improve Infrastructure and reduce blight
	<b>Needs Addressed</b>	Improve Public Infrastructure and remove blight
	<b>Funding</b>	CDBG: \$475,512.98
	<b>Description</b>	Public infrastructure investments within qualified LowMod census blocks.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 1,000 low- and moderate-income (LMI) persons are expected to benefit from planned pedestrian infrastructure improvements within Qualified Census Tracts. These individuals primarily include families with children, seniors, and individuals with disabilities who rely on safe and accessible routes for daily travel to schools, employment centers, public transit, and community resources.
	<b>Location Description</b>	Pedestrian infrastructure improvements will occur within designated Qualified Census Tracts in the City of Auburn, with a focus on areas surrounding downtown, residential neighborhoods near schools and transit stops, and routes connecting to key community resources. These areas have been identified based on high concentrations of low- and moderate-income residents and a documented need for improved pedestrian safety.

	<b>Planned Activities</b>	Pedestrian Infrastructure Improvements: Construction and rehabilitation of sidewalks, installation of ADA-compliant curb ramps, improved crosswalks, and traffic-calming measures within QCTs to enhance pedestrian safety and connectivity. These improvements aim to increase access to essential services for approximately 1,000 LMI residents.
4	<b>Project Name</b>	2025 Public Services
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Essential Services
	<b>Needs Addressed</b>	Provide Essential Services
	<b>Funding</b>	CDBG: \$85,000.00
	<b>Description</b>	Providing public service activities support for homeless and youth.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The proposed public service activities will benefit approximately 15 low-to moderate-income (LMI) youth and their families through recreation program scholarships, as well as a hundred additional LMI individuals and households served through the operations of the Auburn Resource Center (ARC). The scholarship program will reduce financial barriers for children from LMI families to participate in structured recreational, social, and physical activities, which support positive youth development and family well-being. The \$80,000 investment in ARC staffing will expand the Center's capacity to serve a growing number of individuals experiencing housing insecurity, food insecurity, and other unmet needs. This includes helping coordinate service providers, managing logistics, and connect residents to critical resources. This will be accomplished through both internal staff time, as well as a Americorps position that will assist the Public Health Officer expand programs and educational offerings to residents utilizing the ARC for assistance.
	<b>Location Description</b>	Scholarships will be available to LMI youth citywide in Auburn, with outreach focused in neighborhoods where LMI households are concentrated, including Downtown, Union Street and New Auburn.  Staffing support will be provided at the Auburn Resource Center (ARC), located at 121 Mill Street in the New Auburn neighborhood, where 67% of residents are classified as LMI. The ARC serves as a centralized hub for wraparound services, food distribution, and housing support.



	<b>Planned Activities</b>	<p>Allocate \$10,000 in public service funding to provide scholarships for 15 LMI youth to participate in Auburn Recreation Department programs, removing financial barriers to enrichment opportunities.</p> <p>Allocate \$70,000 to support personnel staffing at the Auburn Resource Center (ARC), ensuring continued coordination of weekly resource access days and enhancing service delivery to LMI individuals and families, including those experiencing homelessness. This includes both internal city staff dedicated to expanding these services as well as match funding for an Americorps member that will be provided through a partnership with Goodwill NNE.</p> <p>These activities will strengthen community well-being, support youth engagement, and improve access to essential services for Auburn's most vulnerable residents.</p>
5	<b>Project Name</b>	2024 Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	CDBG: \$117,118.13
	<b>Description</b>	Personnel and administrative costs for delivering services
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	
6	<b>Project Name</b>	2025 Lewiston HOME Construction
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Provide Safe and Affordable Housing
	<b>Funding</b>	HOMW: \$1,145,161.21
	<b>Description</b>	Creation of 4 new HOME rental units.
	<b>Target Date</b>	6/30/2026

	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	The city anticipates 80 families from 30-80% AMI.
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	TBD
<b>7</b>	<b>Project Name</b>	2025 Lewiston Security Deposits
	<b>Target Area</b>	
	<b>Goals Supported</b>	Provide Safe and Affordable Housing
	<b>Needs Addressed</b>	Provide Safe and Affordable Housing
	<b>Funding</b>	HOME:\$15,000
	<b>Description</b>	Tenant-based rental assistance in the form of Security Deposits for income-qualified residents
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	15 qualified Low mod households
	<b>Location Description</b>	TBD
	<b>Planned Activities</b>	TBD
<b>8</b>	<b>Project Name</b>	2025 Lewiston Admin
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	
	<b>Funding</b>	HOME:\$17,394.03
	<b>Description</b>	Administration expenses for the Lewiston HOME program
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	

9	<b>Project Name</b>	2025 108 Repayment
	<b>Target Area</b>	No Target Areas have been defined for the Annual Action Plan.
	<b>Goals Supported</b>	Provide Essential Services
	<b>Needs Addressed</b>	Provide Essential Services
	<b>Funding</b>	CDBG: \$90,000
	<b>Description</b>	CDBG funds used to pay debt service on 108 loan.
	<b>Target Date</b>	6/30/2026
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	An estimated 100 extremely low- to low-income households will receive services through the Auburn Resource Center at 121 Mill Street, including individuals experiencing or at risk of homelessness, persons with disabilities, and households facing financial instability. Services are targeted toward residents with incomes below 30% and 50% of the Area Median Income.
	<b>Location Description</b>	An estimated 100 extremely low- to low-income households will receive services through the Auburn Resource Center at 121 Mill Street, including individuals experiencing or at risk of homelessness, persons with disabilities, and households facing financial instability. Services are targeted toward residents with incomes below 30% and 50% of the Area Median Income.
	<b>Planned Activities</b>	Auburn Resource Center at 121 Mill Street: Provision of housing navigation, case management, benefit application assistance, and referrals to employment and health services for approximately 100 extremely low- to low-income households. The Center functions as a service hub to prevent homelessness, stabilize housing, and support long-term self-sufficiency.

## AP-50 Geographic Distribution - 91.420, 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

In Auburn, priority for investment and programming will be directed toward Low- and Moderate-Income (LowMod) Qualified Census Tract Block Groups as identified above. According to the most recent HUD Comprehensive Housing Affordability Strategy (CHAS) data, these areas are predominantly residential and meet the 51% LMI threshold, meaning that the majority of residents are low to moderate income.

Additionally, Census Tract 105, located in the heart of New Auburn, was designated as an Opportunity Zone in 2018. This area covers approximately 0.3 square miles and is home to about 2,000 residents. With a median household income of approximately \$38,000 and 22% of residents living below the poverty line, the tract has been a focus for targeted revitalization efforts. The City of Auburn is actively leveraging this designation through the New Auburn Village Center Redevelopment Project, which is designed to catalyze economic and community development. This transformative initiative includes pedestrian infrastructure improvements and the creation of Riverway Street—a pedestrian-friendly corridor envisioned to host special events and activate public space. The redevelopment plan supports the addition of approximately 14,000 square feet of new commercial space, 28,000 square feet of residential development, and 168 parking spaces, positioning New Auburn as a vibrant, walkable, mixed-use neighborhood.

### Geographic Distribution

Target Area	Percentage of Funds

Table 5 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The City of Auburn's geographic priorities for investment under the PY 2025 Annual Action Plan are grounded in a data-driven approach aligned with HUD's primary objectives: to provide decent housing, a suitable living environment, and expanded economic opportunities—particularly for low- and moderate-income (LMI) individuals. In accordance with HUD guidelines, geographic targeting is prioritized in areas where at least 51% of the population qualifies as LMI, based on the most recent HUD CHAS and ACS data. These areas represent the greatest concentration of need and provide the highest potential for impactful, equitable outcomes.

Within Auburn, LowMod Qualified Census Tracts and Block Groups have been identified as primary investment zones due to a combination of socioeconomic challenges and opportunity for revitalization. These tracts are primarily residential, with high percentages of cost-burdened households and limited access to safe, affordable housing. Public service delivery, infrastructure improvements, and affordable

housing development are prioritized here to address these systemic inequities.

Furthermore, the New Auburn neighborhood—including Census Tract 105, which has been designated a federal Opportunity Zone—serves as a focal point for strategic redevelopment. This area meets multiple HUD criteria, including high rates of poverty, low median incomes, and high levels of housing need. It also presents a unique opportunity to leverage public and private investment in alignment with HUD’s place-based investment strategies. The City’s New Auburn Village Center Redevelopment Project integrates housing, infrastructure, and economic development goals, consistent with HUD’s emphasis on comprehensive community revitalization.

By concentrating efforts in these target areas, Auburn is not only aligning with HUD’s regulatory and programmatic requirements, but also responding directly to the voices of residents, service providers, and community partners who have identified these neighborhoods as most in need of sustained investment. This approach ensures that limited resources are deployed in a manner that promotes racial and economic equity, fosters neighborhood resilience, and creates long-term opportunities for LMI residents.

## **Discussion**

The creation of new affordable housing units will be strategically focused within this area, where a significant concentration of low- to moderate-income households are experiencing housing cost burdens. Prioritizing this location allows the City to address both housing affordability and neighborhood revitalization in a comprehensive manner. In addition to housing development, a targeted use of Public Infrastructure funds will support the removal of blighted and potentially hazardous structures. Eliminating these toxic and dilapidated buildings will improve public health and safety, enhance neighborhood aesthetics, and pave the way for future development aligned with Auburn’s long-term revitalization goals.

## Affordable Housing

### AP-55 Affordable Housing - 91.420, 91.220(g)

#### Introduction

The Annual Action Plan targets the creation of new, affordable housing units to be owned or rented by low- to moderate-income residents. Auburn continues to take a lead role in addressing regional housing challenges by coordinating with public, private, and nonprofit stakeholders.

The Twin Cities of Auburn and Lewiston form the state's second-largest metropolitan area, with a combined population of approximately 63,000 residents. As of 2023, Auburn's population was 24,793, while Lewiston's stood at 38,404 (U.S. Census Bureau, QuickFacts: Auburn and Lewiston, Maine, 2023).

In Auburn, the median household income was \$59,659, with a poverty rate of 11.4%. In contrast, Lewiston reported a median household income of \$54,317 and a higher poverty rate of 17.8% (U.S. Census Bureau, QuickFacts, 2023). These economic indicators underscore the challenges many residents face, particularly related to housing affordability.

Housing tenure and costs further reflect these challenges. Auburn has a homeownership rate of 58.7%, with a median property value of \$227,300 and a median gross rent of \$926. Lewiston, meanwhile, has a lower homeownership rate of 49.5%, a median property value of \$189,500, and a median gross rent of \$903 (U.S. Census Bureau, QuickFacts, 2023). These figures reveal that a substantial share of residents rely on rental housing, where cost burdens are significant, particularly among low-income households.

In a recent housing study performed by HR&A there was a call for 1,400 new units to be created in Auburn, and a 2,100 unit demand in Lewiston by 2030. Furthermore, a housing mismatch was identified in which 7,380 1 & 2 person households (70%) are competing for only 2,260 studio and 1 bedroom units (20%) within Auburn, highlighting the need for the construction of more smaller family units. This demand is demonstrated by a current residential availability rate of 0.8%.

In response to these socioeconomic and demographic trends, Auburn is spearheading the development of a 30-unit Housing First project within the city's urban core. This effort is a collaborative initiative involving the Auburn Housing Authority, Spurwink, and the Developers Collaborative. Housing First is a nationally recognized model that provides immediate access to permanent housing with supportive services, targeting individuals experiencing chronic homelessness.

In February 2025, the Auburn Mayoral Ad-hoc Committee on Homelessness released a report emphasizing the growing need for homelessness services and the strain on existing resources. The report cited increased demand for emergency shelter, supportive housing, and behavioral health services, particularly among individuals with complex needs. These findings highlight the need for

sustained investment in both immediate relief and long-term, housing-focused interventions.

Taken together, these data points underscore the urgent need to invest in affordable housing options that are accessible to low- and moderate-income households and aligned with the needs of Auburn’s most vulnerable populations. This Annual Action Plan reinforces Auburn’s commitment to addressing housing instability through targeted development, cross-sector collaboration, and resident-centered policies.

The one-year goals established below pertain exclusively to targets funded by HOME funds and do not encompass activities financed by CDBG or other city initiatives.

<b>One Year Goals for the Number of Households to be Supported</b>	
Homeless	30
Non-Homeless	30
Special-Needs	0
Total	60

**Table 6 - One Year Goals for Affordable Housing by Support Requirement**

<b>One Year Goals for the Number of Households Supported Through</b>	
Rental Assistance	30
The Production of New Units	30
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	60

**Table 7 - One Year Goals for Affordable Housing by Support Type**

## Discussion

In response to the challenges posed by inflated construction costs and a shortage of contractors, the City of Auburn has proactively undertaken zoning reforms to facilitate affordable housing development.

In September 2023, the City Council introduced the Traditional Neighborhood Development District (T-4.2B), aimed at encouraging higher-density residential projects within the city's core residential areas. This zoning amendment is designed to promote diverse housing options while preserving neighborhood character.

Furthermore, to align with Maine's L.D. 2003 legislation—which mandates increased housing density and the inclusion of accessory dwelling units, the City has initiated amendments to Chapter 60 of Auburn’s Code of Ordinances. These amendments, effective as of January 1, 2024, are intended to

ensure compliance with state law and support the development of affordable housing.

Additionally, Auburn has recently approved significant housing projects, such as the 160-unit development off Stetson Road, to address the housing shortage.



## **AP-60 Public Housing - 91.420, 91.220(h)**

### **Introduction**

Auburn and Lewiston have made notable strides in expanding access to affordable housing over the past several years. Between 2019 and 2022, the two cities added 243 new affordable housing units using funding through the Maine State Housing Authority (MSHA), including Auburn & Lewiston HOME Consortium funds. These projects have introduced modern, high-quality units that support the evolving needs of low- to moderate-income residents.

As of March 2025, Auburn is home to 813 designated affordable housing units (excluding rehabbed units still within their affordability period). The Auburn Housing Authority (AHA) manages 177 public housing units and administers approximately 750 Housing Choice Vouchers (HCV), which enable residents to rent from private landlords with federal assistance. Combined, the affordable units and voucher-supported rentals represent about 18% of Auburn's 4,385 total rental units—highlighting a strong presence of subsidized housing within the local rental market and an ongoing shift toward a voucher-based housing model.

In neighboring Lewiston, the Lewiston Housing Authority (LHA) manages a robust housing portfolio that includes over 1,200 Housing Choice Vouchers spread across Lewiston and surrounding towns, including Greene, Lisbon, Lisbon Falls, and Sabattus. In 2024, LHA secured approval to construct a new 72-unit affordable housing complex at Bates and Ash Streets, signaling continued investment in affordable development to meet growing demand. Together, both cities continue to prioritize housing affordability through the development of new units and expanded access to voucher-based assistance.

### **Actions planned during the next year to address the needs to public housing**

The City of Auburn works in close partnership with the Auburn Housing Authority (AHA) to support and advance affordable housing initiatives. In PY 2024, AHA increased its payment standards within the Section 8 voucher program to 120% of Fair Market Rent. This adjustment significantly assisted eligible renters in securing affordable housing, particularly in the face of rising rental costs and a limited availability of rental units.

MSHA's Family Self-Sufficiency (FSS) team continues to lead statewide efforts aimed at improving program processes and evaluations among Public Housing Authorities (PHAs) that administer the program. They also collaborate with FSS teams from other PHAs to address emerging HUD regulations. MSHA, in partnership with Compass Working Capital, is an active member of the National FSS Network, alongside the Portland Housing Authority.

In addition, the Auburn Housing Authority has strengthened its commitment to transitioning toward voucher-based assistance. These efforts are designed to encourage the development of privately constructed housing units eligible for housing vouchers, thereby expanding the range of affordable

housing options available. The city has a substantial balance of prior year HOME funds, which are being invested in new unit developments that will offer a 20-year affordability period.

Further enhancing Auburn's housing stability efforts, the City has introduced a dedicated Housing Stability Coordinator position. This individual will focus on providing support to residents facing housing instability, connecting them with necessary resources and services. Additionally, Auburn is launching a dedicated Rental Assistance Program, which will offer participating residents rent support for up to six months as they work to improve their financial situation and secure long-term housing stability.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The City of Auburn is committed to empowering low-income residents, including public housing tenants, by providing them with the tools, knowledge, and resources necessary to achieve greater financial independence and engage more actively in the management of their housing. One of the key strategies the city employs is connecting these residents to organizations that specialize in financial education, mortgage assistance, and homeownership pathways.

The city partners with Community Credit Union (CCU) and Community Concepts (CCI), two local organizations that offer comprehensive programs designed to assist low-income individuals in becoming homeowners. These programs provide tailored support that includes access to mortgage loans with favorable terms and down payment assistance for first-time homebuyers. By referring public housing residents to these organizations, the city helps to lower barriers to homeownership, particularly for individuals who might otherwise struggle to save for a down payment or navigate the complex process of securing a mortgage.

In addition to mortgage and down payment assistance, these organizations also provide educational workshops and one-on-one financial counseling. These services focus on credit building, budgeting, and long-term financial planning, helping participants develop the skills needed to maintain homeownership successfully. Residents gain critical financial literacy that supports their transition from renting to owning and helps them better manage their finances in the long term.

To further support housing stability, the City of Auburn has introduced a Housing Stability Coordinator position. This role is dedicated to assisting residents facing housing instability by providing targeted support and connecting them with resources. A key component of this initiative is the Rental Assistance Program, which offers eligible residents temporary rent support for up to six months. The program is designed as a bridge, helping participants maintain stable housing while they work on improving their financial situation, securing employment, or addressing other barriers to permanent housing.

The Housing Stability Coordinator works closely with residents in the program, offering case management services, financial counseling, and referrals to local agencies. By providing this critical

assistance, the city ensures that residents have the support they need to transition smoothly from temporary rental assistance to permanent, stable housing solutions. This approach not only prevents homelessness but also helps residents build the financial capacity needed to maintain long-term housing stability.

By providing access to these resources and fostering a culture of engagement, the City of Auburn is laying the foundation for long-term housing stability, greater community involvement, and a smoother path to homeownership for public housing residents.

**If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Neither Lewiston Housing Authority nor Auburn Housing Authority are troubled.

**Discussion**

The City of Auburn is dedicated to promoting long-term housing stability and affordability through strategic partnerships with local nonprofits and agencies. These collaborations ensure that residents facing housing instability have access to critical resources and support services, helping them transition from crisis to stability and ultimately achieve permanent housing solutions.

One of the cornerstone initiatives in Auburn's housing strategy is the Tenant-Based Rental Assistance (TBRA) program. This program provides temporary rental support for up to six months to residents who are at risk of homelessness. By offering this assistance, the city helps individuals and families maintain stable housing while they work to address personal or financial challenges. The TBRA program is a key tool for preventing homelessness and providing families with the time they need to find more sustainable housing solutions.

Additionally, the city has created the position of Housing Stability Coordinator, further strengthening its ability to assist residents in navigating the complex housing landscape. The Housing Stability Coordinator works directly with residents, offering case management services and connecting them with available resources, including financial counseling, housing referrals, and legal assistance. This position ensures that Auburn residents receive the support they need to achieve lasting housing stability and financial independence.

Auburn's commitment to housing stability is further bolstered by partnerships with local nonprofits such as Community Credit Union (CCU) and Community Concepts (CCI). These organizations play a vital role in providing residents with access to mortgage programs, down payment assistance, and financial education. Through these partnerships, Auburn is helping low-income individuals and families break down barriers to homeownership, allowing them to transition from renting to owning a home and

achieve long-term financial security.

These public-private collaborations underscore the city's commitment to delivering effective welfare programs that address the diverse needs of its residents. By working alongside nonprofit organizations, the City of Auburn is ensuring that its residents have the tools and resources necessary to achieve and sustain housing stability, improve their financial well-being, and ultimately build stronger, more resilient communities.

## **AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)**

### **Introduction**

Auburn has long been an active participant in addressing homelessness through partnerships and collaboration within the Maine Balance of State Continuum of Care. The city, alongside Lewiston, works on several committees focused on homelessness, including the Region II Homeless Council, the Sewall Foundation's Housing Steering Committee, and the HUB 4 Inner Group meetings. These collaborations bring together stakeholders to develop effective solutions to homelessness and better understand the needs of individuals experiencing housing instability in the area.

In PY 2023-4, Auburn took significant steps forward by collaborating with three local nonprofit organizations—Rumford Group Homes (RGH), Housing Resources for Youth (HRY), and Community Concepts (CCI)—to create positions dedicated to supporting individuals experiencing homelessness. Funded through HOME-ARP, these pilot programs yielded valuable insights and significantly improved the data on Auburn's homeless population. Unfortunately, staffing changes at the partnering agencies led to the premature end of these service contracts.

However, Auburn remained committed to addressing homelessness and issued a new Request For Proposal (RFP) to further develop solutions. This resulted in the creation of the Housing Stability Coordinator position, which is administered by Preble Street. This new position plays a critical role in coordinating housing stability efforts for Auburn residents, ensuring individuals experiencing homelessness receive the support they need to regain stability.

A key initiative that holds promise for Auburn's homeless population is the Housing First program, which is supported by the Auburn Housing Authority, Spurwink, and The Developer's Collaborative. This program aims to provide permanent housing and comprehensive support services for individuals experiencing chronic homelessness. The team's seamless collaboration is integral to the success of the Housing First project in Auburn, which will create 30 supportive housing beds for those in need, addressing the ongoing crisis in the region.

The city's dedication to addressing homelessness was also underscored in February 2025, when the Auburn Mayoral Ad-Hoc Committee on Homelessness released a report highlighting critical data on homelessness in the area. The report emphasizes the growing demand for services and the need for enhanced resources to meet the rising challenges.

During the winter of 2024, the Lewiston-Auburn Emergency Warming Center, which received partial funding from the City of Auburn, served 241 individuals between February and early April. Among these, 109 individuals stayed for at least 10 nights, highlighting a significant need for emergency shelter. The Warming Center's average nightly occupancy increased in 2025, with 70 guests per night in January,

reflecting the growing demand for shelter.

The City of Lewiston has continued to partner with three additional non-profits using HOME-ARP funds: Safe Voices, Trinity Jubilee, and New Beginnings.

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Auburn has consistently engaged with its homeless population through outreach efforts aimed at connecting unsheltered individuals with necessary services. "Project Support You", in partnership with two dedicated OPTIONS liaisons as well as Tri-County Mental Health Services (now part of Spurwink), provided critical support to 301 unique individuals experiencing homelessness in 2023. Through these outreach efforts, individuals were connected to essential services, including housing, substance abuse treatment, mental health counseling, and other community-based resources.

In addition to outreach, Auburn has focused on comprehensive assessments of the homeless population's needs, ensuring that services are tailored to meet specific challenges. The creation of the Housing Stability Coordinator position, administered by Preble Street, is central to this effort. This position works directly with individuals to assess their housing needs and connect them to available resources, ensuring that vulnerable residents receive the support they need to regain stability.

For the past two years, the City has partnered with the Drop-in Center (DIC) to connect community members with essential services and resources. When the DIC required a larger and more suitable space to meet growing demand, the Auburn Community Development Office (ACDO) integrated them as the anchor service provider within the newly established Auburn Resource Center (ARC) at 121 Mill Street. Since launching operations at the ARC on February 1, 2025, the DIC has recorded 2,227 visits from 572 unique individuals who access food, services, and resources offered every Wednesday and Saturday.

Lastly, The ACDO applied and were accepted through Goodwill NNE to have a Public Health AmeriCorps Member for the upcoming year. The role of this person will be to assist the Public Health Officer expand public health program offerings at the Auburn Resource Center, and support some other public health initiatives. As the remaining components of the Auburn Resource Center, including service provider offices and kitchen facilities, are completed during Program Year 2025, the overall impact and capacity

of the Drop-in Center are expected to grow significantly.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Auburn has made significant strides in meeting the emergency shelter and transitional housing needs of its homeless population. The Lewiston-Auburn Emergency Warming Center, partially funded by the City of Auburn, provided essential shelter during the winter months, serving 241 individuals between February and early April 2024. The center's growing demand reflects the need for ongoing emergency housing, with 70 guests per night in January 2025, an increase from the previous month.

Additionally, Auburn's Drop-in Center at 121 Mill Street, which opened in February 2022, has become a crucial resource for individuals in crisis. The center has provided approximately 20,000 meals and served over 350 individuals in recent months, demonstrating the ongoing need for food assistance, case management, and social services.

The development of the Auburn Resource Center, a new 15,000 square-foot public facility, will further address the emergency shelter and transitional housing needs of the local homeless population. The facility will house multiple service providers, including a drop-in center, food pantry, and general assistance resources. It will also host agencies providing specialized services, including homelessness support, substance abuse treatment, and sexual assault support. The Auburn Resource Center is poised to become a central hub for homelessness-related services, helping to provide a comprehensive, accessible point of contact for those in need.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Auburn has been proactive in helping homeless individuals, particularly those experiencing chronic homelessness, transition to permanent housing and independent living. A major initiative in this area is the Housing First program, which is supported through partnerships with the Auburn Housing Authority, Spurwink, and The Developer's Collaborative. This program will create 30 supportive housing beds for individuals experiencing chronic homelessness, providing not just shelter but also comprehensive support services to help individuals achieve long-term housing stability.

The city's Housing Stability Coordinator, part of a broader effort to strengthen housing support, works directly with individuals to help them navigate housing options and connect to permanent housing solutions. Through these programs, Auburn aims to shorten the period of time individuals and families experience homelessness, providing immediate assistance while laying the foundation for a successful

transition to stable, independent living.

In addition to the Housing First project, Auburn's collaboration with Rumford Group Homes, Housing Resources for Youth, and Community Concepts through HOME-ARP funding has also contributed to better data on the local homeless population. The insights gained from these pilot programs will inform future strategies aimed at reducing homelessness and improving access to permanent housing for those in need.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Auburn is deeply committed to preventing homelessness, particularly for extremely low-income individuals and families, and those transitioning out of publicly funded institutions such as healthcare facilities, mental health facilities, foster care, and correctional programs. A key initiative in this effort is "Project Support You", a collaborative program funded by the City of Auburn. This program, along with the OPTIONS program, through the city partnership with Tri-County Mental Health Services (now part of Spurwink), plays a crucial role in connecting individuals at risk of homelessness to necessary services, including housing support, financial counseling, substance abuse treatment and mental health services.

The Project Support You team works closely with individuals facing mental health challenges, substance abuse issues, and other barriers to housing stability. Spurwink mental health counselors are an integral part of this initiative, providing critical counseling and support to individuals struggling with mental health conditions that often contribute to housing instability. This collaboration ensures that mental health care is seamlessly integrated into the housing support process, helping individuals address the underlying factors that may lead to homelessness.

Project Support You staff provides intervention based referrals to case management services, helping individuals access immediate support and long-term housing solutions. This program focuses on preventing individuals and families from becoming homeless by offering a combination of housing assistance, mental health support, and social services, making it easier for individuals to stay housed and avoid crisis situations. The integration of mental health and substance abuse treatment navigation provided by Spurwink ensures that those facing significant mental health challenges receive the support they need to maintain housing and regain stability.

In addition to the services provided through Project Support You, Auburn's Housing Stability Coordinator works to connect at-risk individuals with available housing resources and prevent evictions. This includes outreach to individuals who may be discharged from institutions like hospitals, mental health facilities,



or correctional programs, offering them a pathway to stable housing before they experience homelessness.

The collaboration between Spurwink and the Housing Stability Coordinator ensures that mental health services are woven into all stages of the housing process, creating a more integrated and holistic approach to preventing homelessness. Auburn's focus on both immediate intervention and long-term mental health support plays a vital role in preventing homelessness for some of the city's most vulnerable populations.

## **Discussion**

As previously mentioned, homelessness is not confined to specific locations. For many individuals, the absence of adequate and permanent housing is a temporary situation as they continually seek out new resources to meet their evolving needs. Therefore, responses cannot be limited to isolated neighborhoods or cities.

The data collected for this Action Plan underscores the fact that this consortium serves as a central hub for addressing homelessness and special needs across the region.

To tackle this issue effectively, improved assessments of causal factors and enhanced collaboration among regional service providers are needed. A robust relationship with the State's Continuum of Care and the local HUB Coordinator is crucial for accurately quantifying needs and coordinating resources. These efforts will be enhanced through a localized approach to measuring and designing systematic responses tailored to the specific needs of the community.

In response to these challenges, the city of Auburn has taken proactive steps by forging three new partnerships. Each partnership is dedicated to maximizing the effectiveness of diverse funding sources and addressing particular needs, such as youth services, support for unsheltered individuals, and housing navigation.

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

Addressing the critical shortage of affordable housing in Auburn and Lewiston requires a concerted effort to expand the housing supply. Both cities have strategically prioritized multi-unit residential developments to meet this demand.

### **Auburn's Initiatives**

In 2024, Auburn issued 1,369 building permits across a wide range of construction projects, including residential developments. A notable development was the proposed "Winter Oaks" project, which plans to construct 100 residential units on a 37-acre city-owned site between Vickery Road and South Main Street. This project would have included 48 single-family homes, eight owner-occupied duplexes, and three 12-unit apartment buildings, with at least half of the units designated as affordable housing. In October 2023, the Auburn City Council approved an application for a \$9.5 million federal grant to fund essential infrastructure for this development. However, the project was not awarded the necessary federal PRO Housing grant to proceed. Without these federal funds to cover the development of infrastructure required to support large plan neighborhood developments are out of reach of local developers and beyond the means of Auburn's measly CDBG allocation.

### **Lewiston's Developments**

Lewiston also saw significant building activity in 2024, issuing 2,162 permits for residential and commercial projects. A key development is the Gendron Active Living Estates, a 208-unit complex between Farwell and Charles streets, designed for residents aged 55 and older. Approved in September 2024, this development will consist of nine four-story buildings offering a mix of one- and two-bedroom units, as well as amenities like a clubhouse and green spaces.

Both cities continue to focus on large-scale, multi-unit housing projects to address their growing housing needs.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City of Auburn, Maine, has proactively addressed barriers to affordable housing by implementing a series of policy reforms and strategic initiatives aimed at promoting housing development and

affordability.

## **1. Zoning Ordinance Reforms**

Auburn has made several key changes to its zoning laws to facilitate affordable housing development. One significant reform includes offering density bonuses for affordable housing projects. Eligible developments can receive a density bonus of at least 2.5 times the base density permitted in their district, provided the project meets specific criteria, such as being located within designated growth areas and complying with minimum lot size requirements. Additionally, parking requirements for affordable housing projects have been relaxed, limiting the number of parking spaces to no more than two for every three dwelling units.

## **2. Reduction of Barriers to Development**

Auburn has actively worked to identify and remove several barriers that previously hindered housing development:

- **Density Standards:** Enhancements to density standards have allowed for more efficient land use, enabling the construction of multi-unit housing projects and contributing to a more diverse housing stock.
- **Road Frontage Requirements:** The reduction of road frontage requirements for residential lots has simplified the development process, making it easier for developers to build new housing units in areas that were previously challenging to develop.

## **3. Form-Based Code Implementation**

To streamline development further, Auburn introduced a form-based code. This approach shifts the focus from traditional land-use regulations to the physical form of buildings. By prioritizing the design and compatibility of new constructions with the surrounding environment, form-based codes help promote infill development while ensuring that new buildings align with the city's established character. This change has led to a more predictable and efficient development process, making it easier for developers to navigate the approval process and build housing that fits within the community's needs.

These strategic policy reforms are helping Auburn to increase the supply of affordable housing and make the development process more efficient and accessible. With these initiatives in place, the city is better equipped to address the growing demand for affordable housing and ensure that its residents have access to safe, affordable, and sustainable housing options.

## **Discussion**

Recent changes in zoning regulations, alongside previous development proposals, have sparked significant community discussions. Residents have shared their opinions at public hearings and through

letters to local newspapers, expressing both support and opposition to these zoning adjustments and development plans.

### **Auburn's Zoning Initiatives**

Auburn has been proactive in revising its zoning laws to promote development. The city has reformed zoning regulations, land use practices, and permitting processes to encourage development with the goal of adding 2,000 housing units and attracting 6,000 new residents. In early 2024, the Auburn City Council passed an order to waive permit fees for storm damage repairs and allocate additional funds for workers' compensation costs, aiming to reduce financial barriers to development and encourage property improvements.

### **Lewiston's Zoning Reforms**

In response to housing and economic development needs, Lewiston has also implemented zoning reforms. The city modified the zoning of nearly 375 properties in the Sabattus Street, Lisbon Street, and Main Street corridors. These changes aim to allow a greater mix of commercial uses and encourage more housing development, aligning with Lewiston's efforts to address housing shortages and stimulate growth.

### **Balancing Development and Community Concerns**

As both cities move forward with zoning reforms and development projects, it is important to balance the need for increased housing and economic development with the preservation of neighborhood character and community values. Ongoing dialogue between city officials, developers, and residents is essential to address concerns and ensure that new developments enhance the community.

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

As highlighted in the city's most recent community survey, residents identified Affordable Housing (54%), Parks & Trail Facilities (31%), and Public Services (29.6%) as their top priorities for entitlement fund allocations. These findings, coupled with a sharp and sustained increase in General Assistance (GA) requests, underscore the urgency of addressing basic needs within the community.

In calendar year 2024, the city experienced a 194% increase in GA applications compared to 2023, placing additional pressure on both state and local resources. A detailed breakdown of this data, included as an attachment to this Action Plan, shows that the greatest areas of need are affordable housing and utility assistance. In response, Auburn will again dedicate a portion of its Public Services allocation to support an internal Public Service Coordinator position. This staff member will work in close coordination with the GA office to help residents navigate a network of non-municipal and private services that can meet urgent needs not covered by the state GA statute.

For Program Year (PY) 2025, the City of Auburn will prioritize investments in housing creation, homeless services, and youth services—sectors identified as critical to enhancing residents' quality of life. A cornerstone of this strategy is the development of the Auburn Resource Center, a major initiative led by the Auburn Community Development Office (ACDO). This innovative facility will offer comprehensive, wraparound support for individuals experiencing homelessness, including access to food, substance use counseling, and mental health services. The Resource Center represents a bold step toward a more coordinated and compassionate system of care for Auburn's most vulnerable residents.

The Auburn Resource Center represents a large-scale, collaborative effort to leverage support and private investment from a diverse array of nonprofit service providers. The center will not only address immediate needs but also provide long-term solutions to homelessness by connecting individuals to housing stability services, job training, and mental health support. This endeavor marks a significant step in Auburn's ongoing commitment to improving the well-being of its most vulnerable residents.

In addition to the Resource Center, Auburn has also expanded its homeless services through the establishment of a Housing Stability Coordinator role. This position, in collaboration with local service providers, will assist residents at risk of homelessness by providing tailored support to help them maintain stable housing and prevent eviction.

These efforts, alongside ongoing initiatives to create affordable housing and provide youth services, position the city to better meet the diverse needs of its residents in the coming years. The city is fully committed to leveraging both public and private resources to maximize the impact of CDBG and HOME

funds and to ensure that services are available to those who need them most.

### **Actions planned to address obstacles to meeting underserved needs**

To address the growing need for services for underserved populations, the City of Auburn is expanding its partnerships and service offerings to ensure that its most vulnerable residents receive the support they need. A central focus in PY 2025 will be the city's efforts to combat homelessness and improve service delivery through new and strengthened partnerships with community organizations.

One of the most impactful collaborations is with Spurwink, which is enhancing case management services for homeless individuals and those at risk of homelessness. Spurwink will work alongside the city's Housing Stability Coordinator to provide comprehensive support for those facing housing instability, ensuring they receive tailored assistance for mental health, housing, and other essential services. Additionally, Better Life Partners, a key substance abuse recovery partner, will be moving into the Auburn Resource Center (ARC). Better Life Partners will provide critical services for individuals struggling with substance use disorders, ensuring that those who require recovery support have access to a full spectrum of care within the ARC.

The Auburn Resource Center itself will serve as a hub for over 100 homeless and at-risk individuals each week, offering a range of services, including hot meals, showers, emergency food assistance, mental health counseling, substance abuse support, and access to housing services. The center's integration of services within one physical space will greatly reduce the barriers to care and foster stronger, more coordinated support for those in need.

Auburn is also continuing its longstanding collaboration with Spruwink, which has been instrumental in expanding mental health services to the community. In 2023, the city contracted Tri-County Mental Health (now Spurwink) to employ a second mental health responder to co-respond to calls from police and rescue teams, addressing issues related to substance abuse and mental health crises. This program responded to 1,124 calls, conducted 83 well-being checks, and provided 174 referrals for further support. With Tri-County Mental Health Services joining Spurwink, the program continues to provide services to residents in need.

These partnerships and initiatives represent Auburn's commitment to addressing the underlying obstacles to meeting the needs of its underserved populations. By strengthening collaborations with community service providers and leveraging local resources, the city is ensuring that essential services are accessible and impactful for those who need them most.

### **Actions planned to foster and maintain affordable housing**

The City of Auburn is committed to fostering and maintaining affordable housing to meet the needs of its residents, particularly those who face challenges accessing stable housing. Several strategic initiatives

and partnerships are underway to support this goal.

Auburn works closely with the Auburn Housing Authority (AHA) to increase affordable housing opportunities and improve the overall housing landscape. A key initiative is the Tenant-Based Rental Assistance (TBRA) program, which provides rental assistance to eligible individuals and families. This program helps low-income residents secure stable housing and maintain housing stability while they work toward long-term self-sufficiency.

In addition to the TBRA program, Auburn is actively pursuing the Housing First approach. On April 21 the city received notification that its proposed project was selected by Maine State Housing Authority to be included in the first round of awards to support the development of a Housing First project, which focuses on providing permanent housing to individuals experiencing chronic homelessness, with supportive services tailored to their needs. This approach aims to create long-term stability by prioritizing access to safe and affordable housing without preconditions, followed by ongoing support services to help residents maintain their housing.

A crucial component of Auburn's affordable housing strategy is the introduction of a Housing Stability Coordinator. This position, administered by Preble Street, is designed to offer dedicated support to residents who are at risk of homelessness or who are struggling with housing instability. The Housing Stability Coordinator will work closely with individuals and families to connect them with resources, navigate the rental assistance process, and coordinate with service providers to ensure they have access to critical support services.

Together, these efforts demonstrate Auburn's commitment to fostering affordable housing opportunities and ensuring that residents have the resources and support they need to achieve and maintain housing stability. Through collaboration with AHA, innovative housing solutions like Housing First, and the addition of the Housing Stability Coordinator role, Auburn is taking proactive steps to address the affordable housing challenges facing the community.

### **Actions planned to reduce lead-based paint hazards**

The City of Auburn has long recognized the dangers posed by lead-based paint, particularly in older homes, and has taken proactive steps to address these hazards. The city previously managed a grant from the Office of Lead Hazard Control and Healthy Homes, which provided funding for lead hazard remediation in qualifying homes. This grant, however, expired in early 2025.

Despite the expiration of the grant, the city continues to take significant measures to reduce lead-based paint risks. One of the key actions is the ongoing collaboration between the city's Public Health Officer and the Maine CDC (Centers for Disease Control and Prevention). This partnership has been vital in investigating potential lead poisoning cases, particularly in children, and ensuring that homes with lead-

based paint hazards are properly addressed.

For income-qualifying households, the city works closely with Community Concepts, a local non-profit, to facilitate lead hazard abatement projects. Community Concepts provides referrals for residents in need of lead remediation services and helps guide them through the process of qualifying for available funding or assistance programs.

Through these efforts, the city aims to continue reducing lead hazards, protecting public health, and ensuring that Auburn residents, particularly vulnerable populations such as children, are safe from lead exposure in their homes.

### **Actions planned to reduce the number of poverty-level families**

The City of Auburn is committed to reducing poverty and enhancing the economic stability of its residents by implementing a variety of innovative programs and partnerships. These efforts aim to address both immediate needs and long-term solutions, providing pathways to economic mobility for low-income families.

A central part of the city's strategy is the Housing Stability Coordinator position, which was introduced to provide comprehensive support to individuals and families at risk of homelessness. This role focuses on connecting residents to housing resources, rental assistance, and case management services. The Housing Stability Coordinator works closely with local agencies and service providers to ensure that families facing financial hardship can maintain stable housing, avoid eviction, and transition to more permanent housing solutions. By focusing on housing stability, the program helps families break the cycle of poverty and achieve long-term security.

The Auburn Resource Center (ARC) is another crucial initiative in the city's efforts to combat poverty. The ARC offers a wide range of services, including a drop-in center, food pantry, and access to community resources. Additionally, it serves as a hub for important service providers such as Spurwink (mental health counseling) and Better Life Partners (substance abuse services), making it easier for residents to access comprehensive care. With over 100 individuals utilizing these services each week, the ARC provides critical support to those in crisis, helping them navigate challenges and find pathways to stability.

The Tenant-Based Rental Assistance (TBRA) program also plays a pivotal role in the city's efforts to support low-income families. By providing financial assistance for rent payments, TBRA helps bridge the gap between the cost of housing and what residents can afford. This program, which offers support for up to 24 months, ensures that families can maintain housing while they work towards greater financial independence.

In addition to these local initiatives, Auburn is actively supporting private affordable housing development projects. These efforts are essential in increasing the availability of affordable housing



units in the community. By working with developers, offering financial incentives, and modifying zoning regulations, the city is making it easier for private developers to build affordable housing. These new developments are crucial for expanding the city's housing stock and providing low-income families with more options for safe, affordable living.

Together, these initiatives — including the Housing Stability Coordinator position, Auburn Resource Center services, TBRA, and support for private affordable housing development — form a comprehensive strategy to reduce poverty in Auburn. By addressing both the immediate and long-term needs of families, the city is working to ensure that all residents have access to stable, affordable housing and the support they need to achieve financial independence.

### **Actions planned to develop institutional structure**

The City of Auburn is committed to strengthening its institutional structure to provide sustainable services that address the needs of its most vulnerable residents. A key element of this strategy is the development of the Auburn Resource Center (ARC), which serves as a comprehensive service hub for individuals experiencing homelessness, poverty, and other challenges. The ARC provides a variety of critical services, including a drop-in center, food pantry, and access to mental health and substance abuse counseling, and is designed to meet both immediate and long-term needs of the community.

To ensure the ARC's long-term sustainability, the city is adopting a model that encourages service providers within the ARC to generate their own revenue streams. By partnering with rent-paying service providers, the center aims to create a self-sustaining operational model that gradually reduces its reliance on federal and city financial support. This shift will allow the ARC to focus on leveraging private market services, inspired and coordinated by local government, to create a more diversified funding base. As service providers contribute to the operational costs, the ARC can maintain its focus on providing essential services to those in need while reducing dependency on public funding.

The city's long-term goal is to build an institutional structure that is flexible, resilient, and responsive to the evolving needs of the community. By cultivating strong partnerships with private market providers, local organizations, and community stakeholders, Auburn can ensure that its public service framework continues to operate efficiently and effectively, even as public funding decreases over time.

In tandem with this approach, the Housing Stability Coordinator and other city initiatives will work to create a network of services that includes both public and private entities, helping to ensure that the systems in place are adaptive, sustainable, and able to address the challenges faced by Auburn's low-income and at-risk populations. Through these efforts, Auburn is focused on building a more resilient institutional structure that supports the city's commitment to long-term housing stability, economic mobility, and community well-being.

### **Actions planned to enhance coordination between public and private housing and social**

## service agencies

The City of Auburn recognizes that effective coordination between public and private housing entities, as well as social service agencies, is essential to addressing the diverse and complex needs of the community, particularly for those at risk of homelessness or experiencing economic hardship. To enhance this coordination, Auburn has outlined several key strategies aimed at fostering stronger collaboration between these agencies and improving service delivery to residents.

1. **Auburn Resource Center (ARC) Integration:** The ARC will serve as the primary hub for both public and private service providers in Auburn. By housing a variety of service organizations, including mental health counselors from Spurwink, substance abuse partners from Better Life Partners, and homeless service providers, the ARC facilitates seamless referrals and holistic care for individuals and families in need. This centralized approach will ensure that service providers can work together in real-time, helping clients access a broad spectrum of services without having to navigate multiple agencies independently.
2. **Housing Stability Coordinator and Case Management:** The newly appointed Housing Stability Coordinator, through collaboration with public housing agencies such as the Auburn Housing Authority (AHA) and private sector partners, will help streamline the process for individuals transitioning from homelessness or precarious living situations to stable, permanent housing. By connecting clients with case management support, rental assistance, and housing resources, the Housing Stability Coordinator will be key in improving communication and the overall efficiency of the housing system.
3. **Public-Private Partnerships for Housing Development:** The city will continue its partnership with private developers to build affordable housing units, leveraging federal funding, such as HOME-ARP, to finance new developments. These collaborative efforts aim to add more units to Auburn's housing stock while maintaining a focus on affordability. The city will work with developers and non-profit organizations to ensure that new housing projects integrate supportive services, such as mental health counseling and job training, to help residents succeed long-term.
4. **Strengthening Referral Networks:** Auburn will continue to develop and enhance referral systems between public housing authorities, private service providers, and other non-profit organizations. This will include integrating data management tools and creating cross-agency communication channels to ensure that referrals are timely, accurate, and efficient. These referral networks will help connect individuals to housing options, financial support, and health services more quickly, minimizing delays in accessing critical resources.

By focusing on these strategies, Auburn aims to enhance the coordination between public and private housing agencies and social service providers, ensuring that individuals and families have access to the comprehensive support they need to achieve housing stability and long-term success. This multi-agency collaboration will be critical in addressing the root causes of housing insecurity, such as mental health issues, substance abuse, and financial instability, while promoting a seamless and holistic service

delivery model.

## **Discussion**

In recent years, Auburn and Lewiston have faced significant economic challenges, including rising costs for essential goods and services, housing affordability issues, and increased demand for public services. These challenges have prompted local governments to adapt and enhance public service delivery to better support residents.

### **Economic Challenges and Public Service Demand**

The median property value in Lewiston-Auburn increased from \$211,800 in 2022 to \$232,000 in 2023, marking a 9.54% rise. This surge contributes to housing affordability concerns, with many residents finding it difficult to secure affordable housing. Additionally, the rental market has seen significant rent increases, with rents rising 18% from 2018 through 2022, and notably by 9.5% in 2022 alone.

In response to these challenges, the City of Auburn has expanded its public services to address homelessness and rental assistance needs. The city has worked with local service providers to ensure that residents facing homelessness can access temporary shelter and supportive services. This includes increased capacity in the General Assistance program to address urgent needs, such as rent aid, temporary lodging, and utilities for low-income families.

### **Financial Strategies and Sustainability**

Financial sustainability has been a focal point in local governance. The Auburn City Council has held workshops to discuss budget and fund balance management, emphasizing the need for careful consideration of fund balance usage to balance immediate needs against future financial stability. Similarly, Lewiston has acknowledged potential federal funding cuts that could strain city finances, highlighting the importance of preparing for possible reductions.

### **Enhancing Public-Private Collaboration**

To strengthen the institutional framework, Auburn has focused on building and nurturing relationships with various organizations and institutions. The city has partnered with various organizations to offer services, education and housing counseling, empowering families to manage their finances and secure stable housing.

Additionally, the Auburn Resource Center (ARC) has become a key component of the city's approach to addressing homelessness. The ARC serves as a collaborative hub where multiple service providers, including those offering mental health and substance abuse counseling, can work together to deliver comprehensive support to individuals experiencing homelessness or housing instability. By housing these services under one roof, the ARC streamlines access to resources and supports the city's efforts to

prevent homelessness and provide rental assistance.

## **Conclusion**

In summary, Auburn and Lewiston are proactively adapting public services to meet the evolving needs of their residents. Through financial prudence, expanded homelessness and rental assistance services, and enhanced collaboration between public and private entities, the cities aim to address current challenges and build a resilient community for the future.

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

The ACDO is guided by the requirement that a minimum of 75% of allocated funds must be used for activities that benefit persons of low and moderate income. The sole program in this Action Plan that does not directly benefit low and moderate-income individuals (apart from administrative funding) is Spot/Blight remediation. However, the ACDO has chosen to prioritize this non-beneficiary activity within census tracts that qualify as low and moderate income.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is	
Annual Action Plan	85
2025	

as follows:

Auburn/Lewiston will not utilize other forms of investment beyond those in section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For HOME assistance provided as a direct subsidy to the homebuyer, such as downpayment/closing cost assistance or subordinate mortgage assistance, the Auburn-Lewiston Consortium will use a recapture provision to recover HOME funds from projects that are transferred or sold during the HOME period of affordability.

**Recapture Provision:**

The HOME recapture provision permits the original homebuyer to sell the property to any willing buyer during the period of affordability, while the Auburn-Lewiston Consortium can recapture all or a portion of the HOME assistance provided to the original homebuyer. The recaptured funds allow the Auburn-Lewiston Consortium to assist other eligible homebuyers.

If the HOME-assisted property is sold, conveyed, assigned, or otherwise transferred, or if a senior lender forecloses on any senior mortgage prior to the end of the minimum federally-required affordability period as above, the HOME assistance shall be returned to the City of Auburn, Business and Community Development Department, on a shared net proceeds basis according to the following formula:

- Net Sales Proceeds = Sales price minus municipal liens, minus principal owed to senior lenders, minus selling costs
- Homeowner Investment = Down payment plus any verifiable Capital Improvement investment made from the date of purchase
- Auburn-Lewiston Consortium's Investment = Direct HOME Program assistance. Amount subject to recapture.
- Total Investment = Homeowner Investment plus Auburn-Lewiston Consortium's investment
- Amount of Net Proceeds to be returned to Auburn-Lewiston Consortium upon sale prior to the end of the minimum federally required affordability period = (Auburn-Lewiston Consortium's Investment / Total Investment) \* Net Sales Proceeds.

Under no circumstances can the Auburn-Lewiston Consortium seek to recapture more than is available from the net proceeds of a sale.

Examples of recapture formula:

Recapture Provision (Net Sales Proceeds):

\$140,000 original sales price; \$170,000 new sales price

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Closing costs: \$7,500; Homeowner investment: \$3,500

Direct HOME subsidy: \$25,000

Net Sales Proceeds:  $\$170,000 - \$72,000 - \$35,000 - \$7,500 = \$55,500$

Homeowner Investment = \$3,500 in capital improvements

Auburn-Lewiston Consortium Investment = \$25,000 HOME downpayment assistance

Total Investment = \$28,500

Amount of Shared Net Proceeds to be returned to Auburn-Lewiston Consortium upon sale:

$(\$25,000/\$28,500) * \$55,500 = \$48,684.21$

Amount of Shared Proceeds to Homeowner: \$6,815.79

Recapture Provision (Insufficient Proceeds):

\$140,000 original sales price; \$130,000 new sales price

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Closing costs: \$7,500 Homeowner investment: \$3,500

Direct HOME subsidy: \$25,000

Net Sales Proceeds:  $\$130,000 - \$72,000 - \$35,000 - \$7,500 = \$15,500$

Homeowner Investment = \$3,500 in capital improvements

Auburn-Lewiston Consortium Investment = \$25,000 HOME downpayment assistance

Total Investment = \$28,500

Amount of Shared Net Proceeds to be returned to Auburn-Lewiston Consortium upon sale:

$(\$25,000/\$28,500) * \$15,500 = \$13,596.50$

Amount of Shared Proceeds to Homeowner: \$1,903.50

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Period of Affordability:

HOME-assisted homeownership projects are subject to the minimum period of affordability requirements listed below. Throughout the period of affordability, income-eligible households must occupy the assisted units. Restrictions are disclosed to the homebuyer through the execution of legal documents, including a deed restriction, a HOME written agreement between the Consortium

and the homebuyer, and a Homebuyer Disclosure form.

Total Home investment and affordability period

Less than \$15,000 – 5 years

\$15,000-\$40,000 – 10 years

More than \$40,000 – 15 years

Resale Provision:

The Auburn/Lewiston Consortium employs a Resale Provision when there is no direct subsidy to the homebuyer. The HOME resale provision requires that if the owner of a HOME-assisted property sells, conveys, or transfers his/her ownership interest in the property prior to the end of the HOME period of affordability, the sale, conveyance, or transfer shall only be to an eligible, low-income-qualified purchaser who will use the property as their principal residence. It is also required that the price at resale provides a fair return on investment to the original owner (as defined below) and that the property be sold at a price that is affordable to a reasonable range of low-income buyers.

The Consortium will calculate the resale price based on the fair return on investment plus the original purchase price to ensure that the property will be affordable to a reasonable range of households earning between 70-80% of AMI. If the resale price that ensures fair return is not affordable to the next buyer, then the Consortium may provide HOME assistance to the subsequent buyer to make it affordable.

Resale Formula:

Step 1: (Homebuyer's original investment + principal paydowns + value of capital improvements) x appreciation standard = Fair Return on Investment

Step 2: Homebuyer's original investment + principal paydowns + value of capital improvements + Fair Return on Investment = Total Return to Original Homebuyer at Sale

Example of Resale Formula:

Single-family home was purchased for \$140,000 in 2010. Since the purchase, the homeowner invested \$3,500 in capital improvements in Jan. 2012 (HPI = 174.64). No downpayment was provided from owner funds. Most recent HPI = 354.03.

Mortgage payoffs:

1st position balance: \$72,000

2nd position balance: \$35,000

Homeowner's original investment: \$0

Principal paydowns: \$140,000 – 107,000 mortgage balance = \$33,000

Capital improvements: \$3,500



Step 1:  $\$0 + \$33,000 + \$3,500 \times 102\% = \$3,723$   
Step 2:  $\$0 + \$33,000 + \$3,500 + \$3,723 = \$40,223$   
Total Return to the Homebuyer - \$40,223.

#### Transfer of Title

The City shall collect the net proceeds from the sale of the property up to the outstanding balance of the HOME assistance when the HOME Borrower relinquishes the property voluntarily or due to a foreclosure, bankruptcy, appointment of a receiver or liquidation, or assignment for the benefit of the HOME Borrower's creditors, or a financial hardship resulting in a short sale. In the event that the net proceeds are insufficient to repay the HOME loan(s), the City will then forgive part or all of the HOME loans(s).

#### Noncompliance and Repayment Requirements:

Noncompliance is triggered when the HOME-assisted property is no longer the principal residence (i.e., rented or vacant) of the homeowner or for failure to enforce the resale or recapture provisions. Noncompliance requires repayment of the entire HOME investment. The HOME Land Use Restrictive Covenant and written agreement define conditions that will constitute a default by the homeowner and trigger repayment in full.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

HOME funds will not be used to refinance existing debt.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that

limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

Eligible applicants for Homeowner rehab will be approved on a first-come, first-served basis, determined by the date on their completed applications. Approval will be contingent upon the project meeting Auburn Housing Standards upon project completion, utilizing the provided resources. Recapture and resale guidelines mirror those outlined for Homebuyer activities.

Rental unit development will be overseen by a CHDO or developer, with funding opportunities announced through a standing Notice Of Funding Opportunity when available. Projects meeting qualifications will be accepted and funded based on the completion date of their applications, with additional consideration given to the proposed project completion date and other conditions specified in the notice of funding.

All Tenant-Based Rental Assistance (TBRA) programming will be on a first-come, first-served basis based on the date of a completed application. Units will be required to pass Housing Quality Standards (HQS) inspections and leases approved by program staff to comply with HUD requirements.

Applications can be found on the city website, at the Business & Community Development Office, or by contacting the Community Development team at [cdbg@auburnmaine.gov](mailto:cdbg@auburnmaine.gov).





**ORDER 54-06162025**

# City Council Order

**IN CITY COUNCIL**

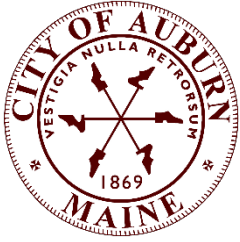
**Ordered,** that City Council hereby adopts the CDBG/HOME Consortium Annual Action Plan for Program Year 2025 as presented by the Business & Community Development Department.

---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 55-06162025**

**Author:** Zakk Maher, Deputy Director of Business & Community Development

**Subject:** Auburn-Lewiston HOME Consortium Renewal

---

**Information:**

Every three years the Cities of Auburn and Lewiston enter into a Mutual Cooperation Agreement for the management of the HOME Investment Partnerships Program funds as provided by the U.S. Department of Housing & Urban Development (HUD). This agreement establishes the Auburn-Lewiston HOME consortium and appoints the city of Auburn as the Representative Entity responsible for the overall oversight and management of these funds.

HOME Investment Partnerships Program formula funding awards require a qualifying population size and composition, which neither city can achieve individually. These funds account for an average annual award of \$500,000 per year to be split between the two cities. The HOME program has also provided for an additional HOME-ARP one time allocation of \$1.7 million to be spent over the previous 3 years.

---

**City Budgetary Impacts:**

A Program dollars help to support the salary/benefits and program funds for Business and Community Development staff. Auburn's share of the allocation for the up coming year is approximately \$208,134.

---

**Staff Recommended Action:**

Authorize City Manager to sign the Mutual Cooperation Agreement.

---

**Previous Meetings and History:**

These consortium agreements have been in effect since 2002.

Last agreement approved by City Council June 27, 2022

---

**City Manager Comments:**

I concur with the recommendation. Signature: *Phillip Crowell Jr.*

---

**Attachments:**

AL Consortium Agreement 2025

AL (AUBURN-LEWISTON) CONSORTIUM  
MUTUAL COOPERATION AGREEMENT  
TO FORM A CONSORTIUM UNDER THE  
HOME INVESTMENT PARTNERSHIPS PROGRAM

MUTUAL COOPERATION AGREEMENT made this \_\_\_\_ day of June, 2025, by and between the City of Auburn and the City of Lewiston (units of general local government) organized and existing under the laws of the State of Maine.

WHEREAS, the Congress of the United States of America has enacted the Cranston-Gonzalez National Affordable Housing Act, HOME Investment Partnerships Program; and

WHEREAS, the U.S. Department of Housing and Urban Development (hereinafter, "HUD") has promulgated regulations, notices, and requirements as now or hereafter in effect, allowing units of general local government to enter into mutual cooperation agreements to form a consortium or continue an existing consortium for the purpose of obtaining funding as a participating jurisdiction under the HOME Investment Partnerships Program (hereinafter, "HOME Program"), and

WHEREAS, the signatory units of general local government intend hereby to establish a consortium to cooperate in undertaking or assisting in pursuing housing assistance activities through the HOME Investment Partnerships Program, as it may be amended, and

WHEREAS, the signatories to this agreement agree to comply with all requirements of HUD regulations and requirements as now or hereafter in effect for eligibility to participate to the maximum extent possible in the HOME Program to create or improve affordable housing for their low and moderate income residents.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties to this agreement do agree as follows:

SECTION 1 - DEFINITIONS

- a. "Member" means a unit of local government that is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under HUD regulations and requirements as now or hereafter in effect.
- b. "Representative Member" means a unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this Agreement, as defined in HUD regulations and requirements as now or hereafter in effect.
- c. "Subrecipient" is a public agency or non-profit selected by the member to administer all or a portion of the member's HOME Program.

## Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

- d. "Consolidated Strategy and Plan" means a Consolidated Plan, as defined in HOME Program Regulation 92.2 and required by HUD regulations and requirements as now or hereafter in effect.
- e. "CHDO" means a Community Housing Development Organization, as defined in HUD regulations and requirements as now or hereafter in effect.
- f. "HUD Regulations and Requirements" means those HUD regulations and requirements which are applicable to the HOME Investment Partnerships Program.
- g. "Commitment" means the member has executed a legally binding agreement with a recipient or a subrecipient to use a specific amount of HOME funds to produce affordable housing or provide tenant-based rental assistance; or has executed a written agreement reserving a specific amount of funds to a community housing development organization; or has met the requirements in the regulations to commit to a specific local project, including project underwriting according to Notice CPD-15-11 or other HOME Investment Partnerships guidance with respect to project/program review.
- h. "Program Income" means gross income received by the member or subrecipient directly generated from the use of HOME funds or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME funds used.

### SECTION 2 - DESIGNATION OF REPRESENTATIVE MEMBER; POWERS AND DUTIES OF REPRESENTATIVE MEMBER

- a. The City of Auburn, acting through its Community Development Director for the Community Development Department, hereinafter Consortium Administrator, will be designated as and agrees to assume overall responsibility as the Representative Member for this consortium for the purposes of the HOME Program, in compliance with HUD HOME Program statutes, regulations, and instructions, now or hereafter in effect, for the duration of this Agreement.
- b. The Representative Member shall have access to all Member records related to the use of HOME program funds for the purpose of ensuring compliance with HUD regulations.
- c. The Representative Member shall establish and maintain the local HOME Investment Trust Fund required by HUD regulations and requirements as now or hereafter in effect.
- d. The Representative Member shall establish, with the prior consent of the Member units, such administrative procedures as may be necessary to facilitate the application for and distribution of HOME program funds.
- e. Representative Member may provide technical assistance to the Members upon request. Said assistance shall not relieve each Member from compliance with all relevant HOME regulations, nor unduly burden the Representative Member.

## Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

- f. The Representative Member may withdraw funds from the HOME Investment Trust Fund for a particular Member or Member's project only upon receipt of a written requisition signed by the Member requesting the disbursement.
- g. The Representative Member may amend this Mutual Cooperation Agreement on behalf of the consortium to add new members to the consortium. When members are added, the funding formula shall be revised and agreed upon by all Members including the new Member.

### SECTION 3 - DUTIES OF MEMBER UNITS OF LOCAL GOVERNMENT

- a. Each Member agrees to cooperate in undertaking or assisting in the pursuit of housing assistance activities for the HOME Investment Partnerships Program.
- b. The Consortium collectively acting through its Representative Member and each of its Members, acting through its Community Development Director (or other individual designated by each Member's chief executive officer), agrees to carry out eligible activities in accordance with the requirements of HUD regulations and requirements as now or hereafter in effect.
- c. Each Member shall be responsible for obtaining the necessary local approvals for acceptance and allocation of HOME program funds.
- d. Each Member shall be responsible for submitting to the Representative Member all information necessary for participation in the consortium as defined in HUD regulations, requirements, and schedules as now or hereafter in effect. This includes, but is not limited to, information necessary for the Consolidated Plan, Annual Plan, description of the use of HOME funds, the HOME Program Description including tasks to be performed, a schedule for completing the tasks, budget, and certifications, HOME Agreements executed with subrecipients, and performance reports.
- e. Each Member shall be responsible for obtaining matching funds or matching fund credits for all its projects as required by HUD regulations and requirements as now or hereafter in effect. All Match funds shall be entered into the project funding portion of IDIS to be documented, tracked and carried forward into subsequent fiscal years.
- f. Project Management.
  - (i) Members shall be responsible for individual project management and shall perform all procedures and tasks necessary to implement and monitor each specific project and shall fully comply with uniform administrative requirements as stated in HOME Program regulation 92.505.
  - (ii) Each Member shall be responsible to develop, design and describe how each proposed project and site satisfy all applicable HOME Program regulations and the requirements of this Agreement and shall record these determinations in each project/site file together with an official approval memorandum signed by Member's responsible HOME Program



## Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

staff. For multiple site programs the Member shall provide the proposed program guidelines and any amendments to the same to the Representative Member for review.

- (iii) Members shall assure that its share of the -24-month commitment requirement under the HOME Investment Partnerships Program regulations is met. Once projects are committed, each Member shall submit a commitment letter with the Consortium.
- g. Each Member shall be responsible for developing qualified projects to spend their portion of the allocation on within 5 years of the award date.
- h. Each Member shall be responsible for completing and closing out approved projects within 4 years from the commencement date.

### SECTION 4 - FUNDING

- a. The Representative Member shall be entitled to an amount of 5% of HOME Program funds for administration of the Consortium which shall be deducted from the annual allocation. Each Member will then share the remaining 5% (2.5% for Auburn & 2.5% for Lewiston) for administration funds permitted under the cap allowance pro-rata in relation to the percentage of HOME Program funds received by each member annually.
- b. After the set aside for administration, each Member will share equally HOME Program funds allocated to the Consortium each year. A Member may voluntarily relinquish a portion or all of its HOME allocation, in writing, to another Member of the Consortium.
- c. HOME funds will be deposited into and disbursed from the Consortium HOME Investment Trust account established by the Representative Member consistent with HOME Program regulation 92.500 the HOME Investment Trust Fund and 92.502 Program disbursement and information system. All loan repayments, interest, or other returns on investments shall be deposited into this account on a quarterly basis.
- d. Reservation of HOME Funds.
  - (i) Unless otherwise suspended or eliminated by HUD, each Member shall be responsible for establishing its own projects and meeting its 50% share of the mandatory 24-month commitment of funds according to 92.500(d)(1) of the HOME rule and CPD-15-09. In January of each year, Representative Member shall communicate in writing with Member the status of the required commitment, and each shall identify in writing how commitment shares will be met. In May of same year, if either Member or Representative Member has not met the required level of commitment, then Member or Representative Member shall offer the uncommitted amount to the other, who may or may not accept responsibility for committing these funds. There will be no obligation to accept or repay a transfer of funds. If transfer is not accepted by Member or Representative Member and funds are lost, then the loss shall remain with the original Member or Representative Member.

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

- (ii) Project Set-Up in IDIS. Each Member shall request that the Representative Member "set up" in the federal Integrated Disbursement and Information System (IDIS) or any successor system, i.e. establish an activity and reserve funds for each particular site or eligible activity, after meeting all the requirements of the Mutual Cooperation Agreement.
- (iii) Member shall complete all required data entry in IDIS, or subsequent reporting systems. The Members will not establish an activity in the IDIS System if one or more of the following conditions occur: Project information or other site data are inconsistent with HOME Program requirements, there is no evidence of local project approval have not been met; or there is incomplete project documentation.
- (iv) The Member agrees to provide the Representative Member with Underwriting and environmental review documentation for the Members proposed projects or activities to be funded with HOME Program funds in the amounts as stated in the executed HOME Agreements, as they may be amended from time to time, for the purposes described in said Agreements, provided that the Member has complied with all requirements of the HOME Program and this Agreement.

e. HOME Agreements.

- (i) Prior to disbursing HOME Program funds each Member shall enter into a HOME agreement with the recipient including all provisions described in HOME Program regulation 92.504, or its successor. These agreements will utilize templates developed by the Representative Member and completed by the Member based on project description and documentation provided by the Members.
- (ii) The Member shall include in each such HOME agreement additional provisions as may be required by HUD and such reasonable requirements as may be requested by the Representative Member consistent with HOME Program regulations and this Agreement.

f. Review of Project Funding Instruments. Members shall transmit any proposed funding instruments, agreements and underwriting consistent with the applicable Consortium and HUD guidelines, as they may be amended from time to time for the Representative Member records. Once guidelines and funding instruments have been approved by the Representative Member, the Member may execute such funding instruments without further review by the Representative Member. Each Member must keep originals or certified copies of all case-specific funding instruments and related documents in project files.

g. Expenditures. The Member shall meet the principles and standards of cost allowability stated in 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:;

h. Processing and Release of Project Funds.

- (i) Pre-Release Requirements.

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

- (A) Funding Instruments. HOME - Agreement and funding agreements with recipients must be executed prior to set-up and/or drawdown. Closing documents with recipients must be executed or a specific closing scheduled prior to drawdown. No funds will be authorized or released for work done prior to the effective date of this Agreement and the applicable Consortium-Member HOME - Agreement.
- (B) Environmental clearance. A Release of Funds, if applicable, must have been received from HUD for this project or activity.
- (C) Set-up Request. The site shall be set-up in the HUD IDIS system as provided in Section 4 - Funding, herein.
- (ii) Disbursement Procedure. The Representative Member shall draw down and release HOME funds on a reimbursement or "pay as you go" basis to the Member or on behalf of the Member to such designated subrecipient, vendor or other recipient as mutually approved by the Representative Member and Member consistent with the following procedure:
  - (A) Invoice. An invoice requesting payment shall be submitted to the Representative Member on a quarterly basis by the entity to be paid or reimbursed. Invoices must appear on the letterhead of the entity or another standard invoice form approved by the Representative Member, be signed by an individual authorized by the entity, and be submitted by the 15<sup>th</sup> day of the month immediately following each quarter-Requests for payment shall be limited to the amount currently needed for the payment of eligible costs consistent with HOME Program regulation 92.504(c)(2)(vi), corresponding to expenses already having been paid by Members. Requests for payment shall include:
    - 1) An invoice detailing the amount being requested for reimbursement against the established budget signed by the program manager;
    - 2) Documentation of draws paid to vendors or developers and any related inspection reports;
    - 3) All pertinent back-up documentation for the charges including payroll records, time sheets, financial expense reports, and copies of source documentation; and
    - 4) A spreadsheet that ties the invoice to the expense report including a summary the salary expenses by project.
  - (B) Approval by Member. Each invoice submitted shall have been reviewed and approved by the Member for accuracy, quantity and quality of work, materials or services provided, consistency with contractual terms, and compliance with all applicable HUD and HOME Program regulations. As required by HOME Program regulation 92.504(c)(2)(vi) the Member shall limit the requested disbursement of project funds to the amount presently needed for payment of eligible costs.
  - (D) Processing Requisition and Checks. The Representative Member will process all approved requisitions for payment in a manner consistent with the Representative Member's accounts payable procedures. Incomplete or non-conforming requisitions will

## Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

be returned to the Member. Checks will be mailed to the designated payee unless alternative arrangements have been made with the Representative Member.

(E) General. The Representative Member reserves the right to modify procedures herein as needed to comply with HUD and Representative Member's requirements. In such case, advance notification will be provided to the Members. Considerations unique to specific projects including but not limited to construction retainage, contingencies, retainage for compliance, and other aspects will be addressed on a case by case basis in a manner mutually acceptable to the Representative Member and Member and shall be described by the Member in a specific Project Description and attached to a HOME Project Funding Agreement.

i. Reversion of Assets. Upon expiration of this Agreement, each Member shall transfer to the Consortium HOME Investment Trust any HOME funds on hand at the time of expiration and accounts receivable attributable to the use of HOME funds per HOME Program regulations 92.503 and 92.504(c) and HUD Notice CPD 97-09. In the event the Consortium is dissolved, HOME funds and receivables shall remain in the custody of the Member, unless otherwise provided by HUD.

### SECTION 5 SETASIDE FOR COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS

Unless suspended or eliminated by HUD, each Member is responsible for reserving not less than 15 percent of its HOME funds for investment only in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs), in accordance with the Consortium's Program Administration Guidelines and HOME Program regulations 92.300 - 92.303, as they may be amended from time to time. If one Member is able to fulfill the entire amount of this requirement, the other Member will not be required to also have a CHDO project. Members will coordinate this by January of each year prior to submission of the Annual Action Plan.

### SECTION 6 - TERM OF AGREEMENT AND RENEWAL

a. This Agreement shall commence on July 1 , 2025 and remain in effect during the period necessary to complete all activities funded by Federal Fiscal Year (FFY) 2026, 2027, and 2028 HOME Program grants or until the Consortium's status as a participating jurisdiction in the HOME Program is revoked by HUD, whichever occurs first. Members of the Consortium agree to a program year of July 1 to June 30 for the purposes of HOME.

b. Nothing in this Agreement obligates a Member to become a signatory to a future agreement to continue the Consortium for HOME Program grants subsequent to FY-2028. Each Member shall notify the Representative Member at least 60 days before the effective date of such future agreement if it intends not to become a signatory. Notwithstanding the foregoing, if the following FFY grant information is not available 60 days before the effective date, a Member shall use best efforts to notify the Representative Member as soon as possible after it receives the grant information.

## SECTION 7 - REPAYMENT OF FUNDS AND PENALTIES

- a. Repayment of HOME Funds to HUD. In the event that HUD requires the Representative Member to repay HOME funds disbursed to the Consortium for failure to meet affordability requirements as set forth in applicable HUD regulations, or for any other reason, each Member shall reimburse the Representative Member for the amount of funds required to be repaid on account of that Member's use of HOME funds. Consistent with the foregoing, the Representative Member, when acting as a Member shall remain solely liable to HUD for repayment of HOME funds originally awarded to the Representative Member, if required on account of the Representative Member's use of such HOME funds as a Member.
- b. Cancellation. Each Member agrees to repay the Consortium HOME Investment Trust all HOME funds released to the Member attributable to a project in the event such project is cancelled for any reason. Such repayment shall be made within the time period specified by HUD or other reasonable time period agreed to by the Representative Member.
- c. Violations. Each Member who continues to violate any HOME Program regulation, provision of this Agreement, or provision of a HOME - Agreement, after having an opportunity to cure, shall repay to the Consortium HOME Investment Trust Account any HOME funds disbursed directly to recipients or subrecipients, with respect to the site or sites where the violation has occurred, or such amount as HUD determines.
- d. Penalties.
- (i) Member. Each Member shall reimburse the Representative Member the full amount of any penalties assessed against the Representative Member by HUD as a result of that Member's use of HOME funds pursuant to this Agreement.
  - (ii) Representative Member. The Representative Member shall reimburse the Consortium the full amount of any penalties assessed against the Consortium by HUD as a result of the Representative Member's failure to comply with HUD regulations.
- e. Restriction on Future Funds. The Representative Member may withhold and restrict a Member's access to HOME funds if the Member fails to cure a violation, fails to repay HOME funds or fails to pay the penalties provided for above. Funds withheld in the amounts necessary to repay HOME funds or penalties should be charged against the Member's HOME funds in the following order:
- (i) First against the funds for the project or projects in which the violation occurred or which are the subject of dispute between the Representative Member and Member;
  - (ii) Second against any other HOME funds allocated to the Member in the same fiscal year;
  - (iii) Finally, against HOME funds allocated to such Member in future fiscal years.

If HUD subsequently determines that no violation has occurred, the Representative Member shall make the withheld funds available to the Member for HOME projects. Otherwise such funds are retained for the benefit of the Consortium or in the case of penalties to reimburse the Representative Member or Consortium as the case may be.

## SECTION 8 - OPPORTUNITY TO CURE OR DISPUTE VIOLATIONS, LEGAL RECOURSE AND INDEMNIFICATION

a. Opportunity to Cure. The Representative Member shall provide a written notice to a Member of the violation of any provisions of this Agreement-, or applicable HUD regulations. The notice shall set forth a description of the violation, the steps which must be taken to cure the violation and a reasonable time period established by mutual consent of the parties within which to effect the cure. However, if the parties are unable to agree to a deadline for full compliance, the Representative Member shall establish said deadline. The Representative Member may extend the time for cure if the Member proves its failure to cure was for circumstances beyond its control.

b. Disputing a Violation. If the Member and Representative Member disagree as to whether a violation has occurred, either may request HUD' determination of whether a violation exists. The Member disputing the Representative Member's finding of a violation may expend the subject funds, subject to repayment, unless the Representative Member chooses to withhold the funds.

c. Legal Recourse. In the event that any Member, including the Representative Member acting in its representative capacity, fails to comply with this Agreement, -, or a HOME Program or other HUD regulation or finding or fails to cooperate with any other Member, the Representative Member or the Consortium in complying with a HUD finding, the Representative Member or any other Member may take any steps necessary to fulfill its obligations to HUD and under this Agreement, including but not limited to legal action.

d. Indemnification for Violations. Each Member shall hold harmless the Representative Member, the Consortium and the other Members from and against all claims for repayment of HOME project funds attributable to such Member's failure to comply with applicable HUD regulations, this Agreement, - and from penalties, costs and attorneys' fees related to such failure.

## SECTION 9 - FAIR HOUSING

a. Each Member agrees to affirmatively further fair housing in accordance with applicable Federal Law, Consolidated Strategy and Plan and with 24 CFR 570.904(c).

b. Affirmative Marketing. The Representative Member shall adopt and implement an Affirmative Marketing Plan including affirmative marketing procedures for HOME assisted housing containing 5 or more housing units consistent with the requirements of HOME Program regulations 92.351.

## Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

Each Member shall summarize these procedures in an affirmative marketing plan for each project. Documentation of action taken to carry out said site-specific plans shall also be placed in said files.

### SECTION 10 -HOME/GENERAL PROVISIONS

- a. Federal Regulations. The provisions of 24 CFR 92, HOME Investment Partnerships Program, Final Rule, 24 CFR 92 dated September 16, 2003 (hereinafter "HOME Program regulations") and all future amendments and revisions to the same are hereby incorporated into and made a part of this Agreement. The Representative Member and Members shall at all times comply with said HOME Program regulations and shall comply with other related Federal and state statutes and regulations, Executive Orders, 2 CFR 200, and all future revisions and amendments to the same. The Members shall become thoroughly familiar with all of the foregoing requirements as applicable and shall ensure that all projects comply in all respects.
- b. Environmental Review. The release of funds for all HOME assisted projects and activities is subject to environmental review as set forth in HOME Program regulation 92.352 and 24 CFR 58. Each Member shall obtain Release of Funds from HUD and documentation to establish specific site clearance consistent with Consortium procedures.
- c. Equal Opportunity. Each Member shall comply with all applicable Federal and State laws governing discrimination and equal opportunity. In particular, each Member shall ensure compliance with HOME Program regulations 92.350 and the following statutes and executive orders pertaining to Equal Opportunity: Fair Housing Act; Executive Order 1 1063 (Equal Opportunity in Housing); Civil Rights Act of 1964, Title VI (Nondiscrimination in Federally Assisted Programs); Age Discrimination Act of 1975; Rehabilitation Act of 1973, Section 504; Executive Order 11246 (Equal Employment Opportunity); Housing and Urban Development Act of 1968, Section 3; Executive Orders 11625 and 121432 (Minority Business Enterprise); Executive Order 12138 (Women's Business Enterprise).
- d. Labor Standards. Each Member shall comply with and/or ensure compliance with all applicable state and federal labor laws, including but not limited to the Davis/Bacon Act, 40 U.S.C. 276a-5 et. seq., Section 3 requirements established in 24 CFR part 75 and as applicable pursuant to HOME Program regulations 92.354. In particular, each Member shall comply with and/or ensure compliance with all applicable federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs), and all future amendments and revisions thereto. Each Member shall require certification as to compliance with the provisions of this paragraph as required by HOME Program regulation 92.354.
- e. Records. Each Member shall maintain all applicable records for its project(s) consistent with HOME Program regulations 92.508 Record-keeping. In addition, each Member shall make available copies of all such records as may be requested by the Representative Member for administration of the Consortium.

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

f. Reports. The Representative Member shall, on behalf of the Consortium submit such reports (with full and complete copies to the Member) as may be required pursuant to HOME Program regulations 92.509 Performance Reports. Each Member shall cooperate with the Representative Member in providing all data and information specific to each community and projects in such formats and time frame as required by HUD and the Representative Member. In addition, each Member shall prepare and submit to the Representative Member the project completion reports required by HOME Program regulation 92.502(d) Submission of project completion reports. This report shall be submitted to the Representative Member within 45 days of the final requisition for HOME funds together with a fully completed AL Consortium Project Compliance Checklist. Following review of the above for completeness, the Representative Member shall transmit the Project Completion Report on behalf of the Consortium to HUD as required by 92.502(d).

g. Faith Based Organizations. Each Member shall ensure that HOME funds are disbursed to a faith based organization in compliance with HOME Program regulations 92.257. In addition, each Member shall comply with the provisions of the above regulation with respect to assisting wholly secular organizations established by religious organizations which may be eligible to participate in HOME funded projects.

h. Conflict of Interest.

(i) In accordance with HOME Program regulation 92.356, the procurement of property and services by the Consortium, its Members and subrecipients is governed by the conflict of interest provisions stated in 2 CFR 200. Each Member shall comply with all applicable federal and state conflict of interest rules and shall endeavor to ensure the compliance with the same by all subrecipients as defined in HOME Program regulations 92.2 or other persons designated to receive HOME funds pursuant to this Agreement. At a minimum, each Member shall make a copy of all applicable conflict of interest provisions available to all recipients of HOME Program funds.

(ii) The conflict of interest provisions of part (i) of this section shall apply to the following persons: any person who is an employee, agent, consultant, officer, elected or appointed official of the Representative Member, or of the Members designated herein, or any state recipient, or subrecipient of HOME funds. None of the foregoing who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or benefits from a HOME assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Any exceptions to the conflict of interest provisions stated or cited herein must be approved by HUD in accordance with HOME Program regulation 92.356(d). Each Member shall advise the Representative Member in writing as to any such exceptions granted by HUD.



Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

- i. HOME Project Requirements. Each Member shall perform and carry out the projects as described in the Consolidated Plan and Annual Action Plan approved by HUD during the period covered by this Agreement and funded pursuant to Consortium-Member HOME -Agreements consistent with specific Project Descriptions and in compliance with the requirements of HOME Program regulations Subpart F, Project Requirements, as applicable, depending upon the type of project assisted. Each Member shall comply with requirements contained in Subparts E and F specifically in HOME Program regulations 92.205 to 92.215 concerning eligible and prohibited activities, income targeting requirements in regulations 92.216 and 92.217, unit subsidy limits, and all other applicable requirements stated in regulations 92.250 through 92.258. Written agreements executed with a subrecipient or other entity shall contain provisions requiring compliance with the regulations cited herein.
- j. Ownership, Use, and Disposition of Property. Each Member shall comply with the affordability provisions referenced in HOME Program regulations 92.252 - 92.256, as applicable, which include income targeting, use requirements, initial and subsequent sale restrictions. For rental projects assisted with HOME funds, each Member shall require that the affordability requirements of HOME Program regulation section 92.252 be enforced by deed restriction or by restrictive covenants running with the land in accordance with HOME Program regulation 92.252(e). If a Member fails to comply with any of the requirements of this provision, the Member shall be required to repay HOME funds disbursed pursuant to this Agreement, consistent with HOME Program regulation 92.503(b).
- k. Post-Completion Requirements. Upon completion of a project, each Member shall enforce all applicable short and long-term special requirements. Such requirements include, but are not limited to: compliance with housing affordability requirements (see HOME Program regulations 92.252 – 92.255 and 92.504(c)), and compliance with the Housing - Standards (see regulation 92.251 and 92.504(c)&(d)). Each Member shall require owners of HOME assisted housing to comply with the requirements stated above and all applicable requirements for the duration of the applicable period of affordability and shall incorporate such time period into the duration of agreements executed with recipients of HOME funds. Prior to the anticipated completion date for each site, each Member shall prepare a plan for each post-completion enforcement responsibility by site and shall include such plans in each site file. Each file shall include a Certificate of Final Inspection indicating compliance with applicable housing standards. Each Member shall notify the Representative Member of compliance with this requirement by completing the Post-completion Plan item on the AL Consortium Project Compliance Checklist for each site.
- l. Other Federal Regulations and Provisions. Each Member shall comply with Federal regulations incorporated in HOME Program regulation Subpart G, sections 92.300 through 92.303, Subpart H, sections 92.350 through 92.357, and all other applicable HOME regulations as well as all project requirements per this Agreement, provided that a Member's responsibilities with respect to environmental review contained in Subpart H shall be as stated in SECTION 10 — HOME GENERAL PROVISIONS, paragraph b., Environmental Review above.

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

m. Lead-Based Paint. Each Member shall remain solely responsible for ensuring that all projects at all times comply with applicable requirements of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et, seq.; Lead-Based Paint Regulations 24 CFR 35 and all future revisions and amendments to the same. Each Member shall also ensure that all projects comply with such Lead-Based Paint regulations as may be adopted pursuant to HOME Program regulation 92.355, and with the applicable requirements of the Maine Lead Paint Statute, and all future revisions and amendments to the same. n. Audit and Monitoring.

(i) General. Consortium and Member records shall be audited consistent with 2 CFR 200. Each Member shall be responsible for the cost of all audits performed on its records and operations pursuant to this section and may use designated HOME administrative funds. Other entities shall be responsible for the cost of their audits, respectively, and shall not use HOME funds for any portion of the cost of such audits unless expressly approved by a Member and included as an authorized cost in the Project Budget. Each Member and/or its subrecipient shall make available all such records and documents as requested by the Representative Member, HUD, and/or the Comptroller General of the United States. Such parties may examine and make copies, excerpts or transcripts from such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement.

(ii) HUD Performance Reviews and Monitoring. HUD may conduct performance reviews and monitoring of the Consortium and of the Members as provided in HOME Program regulations 92.550 - 92.552. Each Member agrees to cooperate with HUD and the Representative Member to undertake such remedial action as may be required pursuant to HOME Program regulation 92.551, Corrective and remedial actions.

(iii) Monitoring. The Member shall monitor each Member's projects to ensure full compliance with all applicable requirements. All monitoring shall be performed in accordance with applicable HUD monitoring guidelines and on forms agreed to by the Representative Member and Member. Monitoring shall occur between January and June of even years starting with 2026. Representative Member and Member - shall be responsible to follow through to resolve and clear any monitoring findings with respect to their own projects.

o. Indemnification.

(i) Disclaimer. Each Member shall hold harmless and defend the Representative Member, the Consortium, and the other Members from and against all claims arising from any latent, or patent defects in any work performed or services provided with respect to each Member's projects pursuant to this Agreement and any duly executed Consortium-Member HOME Agreement.

(ii) indemnification. Each Member shall indemnify, hold harmless and defend the Representative Member, the Consortium, and its agents, from and against all claims,

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from the use of HOME funds disbursed pursuant to this Agreement with respect to each Member's projects, provided that any such claim, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of a Member, anyone directly or indirectly employed by a Member, or anyone for whose acts the a Member may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

p. Insurance. Each Member shall require that all owners, contractors and subrecipients of HOME assisted projects shall at all times maintain certain types of insurance coverage consistent with the character of the project and shall ensure compliance with the following as applicable.

(i) Certificate of Insurance. At time of closing of a grant or loan providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide coverages of the types and amounts stated in subparagraphs (A) and (B) herein. The insurance provided shall be maintained for the duration of the note, mortgage or the affordability period, whichever is longer.

(A) The certificate of insurance shall provide, at a minimum, comprehensive general liability insurance and property insurance with an arrangement of coverage specifying the premises. The certificate shall name the Member as loss payee. Any changes from the standard required coverages and amounts as stated below must be mutually agreed to in advance and in writing by the Member and Representative Member.

(B) Minimum Requirements. Typically, the following coverage will be required at the minimum amounts indicated:

Property Insurance: Minimum Amount = 100% of market replacement value or amount of HOME funds invested and all senior indebtedness, whichever is greater.

Liability Insurance: Minimum Amount = HOME funds and all senior indebtedness.

(ii) Flood insurance. All HOME - assisted projects are subject to the Federal Flood Disaster Protection Act and associated regulations. Each Member shall ensure compliance with the applicable requirements, including ensuring the provision of flood insurance protection coverage, when required. At time of closing for providing assistance, each Member shall obtain a certificate of insurance covering the assisted premises. Said certificate shall provide the following minimum coverage: Minimum Amount = HOME funds and all senior indebtedness.

(iv) Construction Insurance. Prior to the commencement of work on any HOME-assisted site, each Member shall obtain a certificate of insurance covering the work to performed. Said certificate shall provide coverages for premises, operations, contractual liability,

Auburn Lewiston HOME Consortium – Mutual Cooperation Agreement

completed operations, automobile liability, employers liability, workers' compensation and professional liability (where applicable). Minimum amounts are stated in subparagraphs (A) and (B) below. The insurance shall be maintained for the duration of the work to be performed.

(A) Minimum Requirements. Typically, the following coverages will be required at the minimum amounts indicated:

Workmans' Compensation:	Statutory coverage.
Employer's Liability:	\$100,000 Coverage B
Comprehensive General Liability:	\$300,000 each occurrence
Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence \$300,000 aggregate

(B) Automobile Liability (case by case basis, subject to determination by Member and Representative Member) for owned and non-owned vehicles:

Property Damage:	\$100,000 each occurrence \$100,000 aggregate
------------------	--------------------------------------------------

Bodily injury \$250,000 each occurrence \$500,000 aggregate

q. Displacement and Relocation.

- (i) General. Each Member shall take all reasonable steps to minimize displacement of persons consistent with the requirements of HOME Program regulation 92.353. In the event that displacement cannot be avoided, each Member shall ensure compliance with HOME Program regulation 92.353, including the provision of relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, hereinafter "URA", as amended. In addition, the Member shall ensure compliance with the most current edition of HUD Handbook 1378 "Tenant Assistance, Relocation and Real Property Acquisition".
- (ii) Use of Community Development Block Grant funds (CDBG). If CDBG funds are utilized in the HOME assisted project for optional relocation costs (not administrative or planning costs) and/or for any project based costs, including staff project delivery costs, each Member shall ensure compliance with all applicable provisions of the Housing and Community Development Act of 1974, and applicable implementing regulations set forth in 24 CFR 570.
- (iii) Responsibility of Member. Each Member shall prepare and maintain all necessary displacement and relocation plans and documentation, including, but not limited to site-by-site relocation plans, determinations of comparable housing, amounts and types of relocation assistance

proposed, etc. as required by the URA. Each Member shall record compliance with all applicable relocation requirements on the AL Consortium Project Compliance Checklist.

r. Acquisition. The acquisition of real property for a HOME project is subject to HOME Program regulation 92.353, the URA and the requirements of 49 CFR 24, Subpart B. Each Member shall ensure compliance with all of the foregoing, and shall prepare and maintain all necessary acquisition documentation, including, but not limited to: appraisals, offer letters, required notices, checklists, and any related materials.

s. Procurement. Each Member agrees to fully comply with applicable requirements as referenced in 2 CFR 200. Procurement steps must satisfy all applicable advertisement, competitive pricing, minority outreach, award, documentation and related requirements. Note that 2 CFR 200.213 prohibits the use of debarred firms.

t. Loan Servicing. In the event a loan or loans are issued with HOME funds, the Representative Member and each Member shall work out appropriate arrangements for the financial servicing of said loan(s) satisfactory to the parties. Each Member shall establish and maintain accounting records and procedures consistent with 2 CFR 200, HOME Program regulations 92.505 and 92.508(a)(6), including but not limited to individual loan case files, loan account histories, posting of payments and/or deferrals, account maintenance and updates, recording of loan discharge documents, preparation of IRS reports as applicable, loan portfolio reports, loan receivables control, loan repayment and interest reports, and related loan management documents. Loan payments, repayments and recaptures shall be handled in accordance with 92.503.

u. Assignability. Neither any Member nor the Representative Member shall assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation.

v. Liens.

(i) General. Each Member shall ensure that any property benefiting through a HOME-assisted activity is free from any attachments, tax liens, mechanics' liens or any other encumbrances except as provided in paragraph (ii) below.

(ii) A property assisted with HOME funds may have multiple mortgages subject to the discretion of each Member, and subject to loan underwriting analysis confirming sufficient equity is available to secure such HOME loan as may be secured by said property.

## SECTION 11 - CHANGES

In the event that changes in this Agreement become necessary, a Member initiating such changes shall notify the Representative Member in writing describing the subject changes. Upon mutual consent regarding the requested changes, the Representative Member shall prepare an amendment to this Agreement incorporating said changes which shall become effective following execution of the respective authorized signatories of the Members.

## SECTION 12 - APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine and all applicable HUD regulations. HUD HOME Program regulations (primarily at 24 CFR 92) and requirements, as now or hereafter in effect, are incorporated by reference and shall take precedence for determining any issues that may arise concerning the Consortium.

## SECTION 13 - SEVERABILITY

- a. The provisions of this Agreement are severable. In the event that any provision herein is declared void or unenforceable, all other provisions shall remain in full force and effect.
- b. This Agreement is executed in two (2) counterparts, each of which shall be deemed to be an original and constituting together one and the same instrument, this being one of the said counterparts.

## SIGNATORIES

IN WITNESS WHEREOF the parties hereto have executed this Agreement in two counterparts, as of the date first written above.

Representative Member:

Member:

\_\_\_\_\_  
City of Auburn, by its  
City Manager

\_\_\_\_\_  
City of Lewiston, by its  
City Administrator

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Project Compliance Checklist RENTAL HOUSING

- Local project approval
- Environmental Review/Assessment
- Commitment letter with designation of HOME units
- IDIS HOME Set-up Form
- HOME underwriting/subsidy layering
- HOME Agreement
- Section 3 Reporting
- Certification/property standards
- Construction project inspections
- Affirmative Marketing Plan • HOME Closeout/Match credit

Homebuyer

- Local Project approval
- Commitment Letter with designation of HOME units, if any •  
Inspection Report • rms HOME Set-up Form • HOME  
Agreement
- HOME underwriting/subsidy layering •  
Certification/property standards • HOME Closeout/Match  
credit

Security Deposit

- Local project approval
- HOME Loan Agreement
- IDIS Home Set -up Form



**ORDER 55-06162025**

# City Council Order

## IN CITY COUNCIL

**Ordered,** that the City Council hereby authorizes the City Manager to sign the 2025 Auburn-Lewiston Consortium Mutual Cooperation Agreement to renew the consortium between the City of Auburn and City of Lewiston under the HOME Investment Partnerships Program for a three-year period.

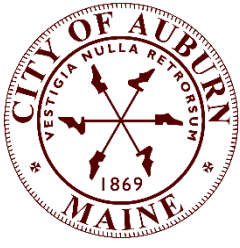
---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 56-06162025**

**Author:** Emily F. Carrington, City Clerk

**Subject:** Submitting District 5 and District 6 ballots to the Androscoggin County Commission for the 2026/27/28 Budget Committee

---

**Information:** At the May 5, 2025 City Council meeting, the Council passed ORDER 44-05052025, stating intentions to nominate Timothy Macleod and Councilor Whiting to represent CC District 5, and Albert Bergen and Councilor Walker to represent CC District 6 at the May 21, 2025 Androscoggin County Budget Caucus held to select nominees to serve on the Androscoggin County Budget Committee for budget years 2026/2027/2028. The caucus was held and the nominations were made. Now it is time for the Council to vote on the nominees. Following passage, the City Clerk will return the ballots by the June 23, 2025 deadline.

---

**City Budgetary Impacts:** N/A

---

**Staff Recommended Action:** N/A

---

**Previous Meetings and History:** N/A

---

**City Manager Comments:**

*Phillip Crowell Jr.*

---

**Attachments:** ORDER, Ballots

# OFFICIAL BALLOT

Mark the box with an X.

- [illegible]

ANDROSCOGGIN COUNTY COMMISSION  
DISTRICT 6 (Part of Auburn, Mechanic Falls, Poland)



ANDROSCOGGIN COUNTY BUDGET COMMITTEE  
Participating in 2025-26-27 (for budget years 2026/27/28)

## OFFICIAL BALLOT

Municipal Officers shall vote, as a board, for two (2) Budget Committee members to serve on the Androscoggin County Budget Committee to represent District 6. The municipal officers must vote for at least one (1) candidate who is a municipal official. 30-A M.R.S.A. §722 defines municipal officials to mean “mayor, aldermen, councilors or manager of a city and the selectmen, councilors or manager of a town located in Androscoggin County.”

Mark the box with an X.

- ☐ Stephen Robinson, Poland Selectperson (Municipal Official)
- ☐ John Desantis, Poland Selectperson (Municipal Official)
- ☐ Leroy Walker, Auburn Councilor (Municipal Official)
- ☐ Albert Bergen, Auburn Resident

VOTED AT MEETING OF \_\_\_\_\_, 2025

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

\_\_\_\_\_, Councilor

# ANDROSCOGGIN COUNTY

COMMISSIONERS  
Andrew Lewis, Chair  
Jane Pentheny, Vice-Chair  
Shukri Abdirahman  
Roland Poirier  
Brian Ames  
Garrett Mason  
Sally Christner



COUNTY  
ADMINISTRATOR  
Jeff Chute  
Androscoggin County  
2 Turner Street  
Auburn, ME 04210  
Tel. No. (207) 753-2500  
Fax No. (207) 782-5367

May 23, 2025

Androscoggin County  
Commissioners' Office  
2 Turner Street  
Auburn, ME 04210  
(207) 753-2526

Municipal Officers,

Thank you for your participation in the budget process. Please return the signed budget committee ballots to the address listed above by June 23, 2025. Feel free to call with any questions.

Thank you,  
Sandy Darling



**ORDER 56-06162025**

# City Council Order

IN CITY COUNCIL

**ORDERED**, that the following be voted as the municipal officers selections for the Androscoggin County Budget Committee for budget years 2026/2027/2028:

**District 5:**

Richard Whiting, Auburn Councilor (Municipal Official)

Timothy Macleod, Auburn Resident

**District 6:**

Leroy Walker, Auburn Councilor (Municipal Official)

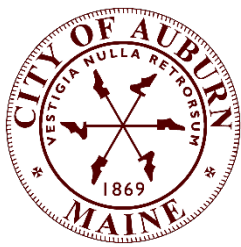
Albert Bergen, Auburn Resident

---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 57-06162025**

**Author:** Denis D'Auteuil, Assistant City Manager

**Subject:** Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Auburn Firefighters Association Local No. 797 for Firefighter covering 07/01/2025 to 06/30/2028

---

**Information:**

The following is a summary of the changes:

- FY 26 Cola 4% on 7/1/25; FY 27 Cola 3% on 7/1/26 and 1% on 1/1/27; FY 28 Cola 4% on 7/1/27
- Updated Use of Sick Leave language, Military Leave and staffing, Uniform Reimbursement, Fire Prevention Officer
- Increase in FY26 for Health Promotion Program
- Increase in FY26 for Paramedic precepting function
- Updated language on Labor Management Committee work plan
- Added Parental Leave Language
- Added Paid Family Medical Leave language
- Added negotiation team participation language

---

**City Budgetary Impacts:**

---

**Staff Recommended Action:** Staff recommends the City Council vote for passage of this Resolve.

---

**Previous Meetings and History:**

---

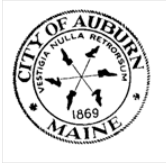
**City Manager Comments:**

*Phillip Crowell Jr.*

I concur with the recommendation. Signature: \_\_\_\_\_

---

**Attachments:** Auburn Firefighters Association Collective Bargaining Agreement



**CITY OF AUBURN**  
**Auburn Firefighters Association**  
**Local No. 797**

---

# Collective Bargaining Agreement

Between the

**City of Auburn**

and the

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

July 1, 2025 – June 30, 2028



# CITY OF AUBURN

---

## Auburn Firefighters Association

### Local No. 797

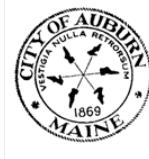
## Table of Contents

	PREAMBLE .....	5
5	ARTICLE I - Recognition .....	5
	Section 1 - Association .....	5
	Section 2 - Non-Discrimination .....	5
	Section 3 - Public Servants/Ethical Standards .....	6
	Section 4 - Union Political Activity .....	6
10	Section 5-Negotiation Team Participation .....	6
	ARTICLE II - Management Rights .....	6
	ARTICLE III - Labor Management .....	6
	Section 1 - Purpose .....	6
	Section 2 - Employee's Role .....	7
15	Section 3 - Management's Role .....	7
	Section 4 - Committee Participation .....	7
	ARTICLE IV - Dues Check-Off .....	8
	Section 1 - Fair Share .....	8
	Section 2 - Check-off .....	9
20	Section 3 - Association Indemnification .....	10
	ARTICLE V - Strikes and Slowdowns .....	10
	ARTICLE VI - Wages and Compensation .....	10
	Section 1 - Wages .....	10
	Section 2 – Lateral Entry .....	11
25	Section 3 – Ambulance Assignment Incentive .....	11
	Effective 7/1/2026: Paramedics performing a precepting function for EMS students shall be paid a stipend of \$ 3 per hour while precepting. ....	11
	Section 4 - Tuition Reimbursement for Work-Related Courses .....	11
	Section5– EMS Licenses .....	14
30	ARTICLE VII - Hours of Work and Overtime .....	14
	Section 1 - Hours of Work .....	14
	Section 2 - Use of Free Time .....	15
	Section 3 - Overtime and Compensatory Time .....	15
	ARTICLE VIII - Acting Rank .....	16
35	ARTICLE IX - Holidays .....	16
	ARTICLE X - Vacations .....	17
	Section 1 - Vacation Accrual .....	17
	Section 2 - Vacation Selection .....	18
	Section 3 - Vacation Changes .....	20



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



40	Section 4 - Floating Holidays .....	20
	ARTICLE XI - Sick Leave .....	21
	Section 1 - Use of Sick Leave .....	21
	Section 2 - Return to Work/Fitness for Duty .....	22
	Section 3 - Sick Leave Authentication.....	22
45	Section 4 - Wellness Incentive Days .....	23
	Section 5 - Sick Bank.....	24
	ARTICLE XII - Grievance Procedure .....	24
	Section 1 - Grievance Procedure.....	24
	Section 2 - Firefighters Grievance .....	24
50	Section 3 - City Grievance.....	26
	Section 4 - Extensions of Time Limits .....	27
	ARTICLE XIII - Leaves .....	27
	Section 1 - Funeral Leave .....	27
	Section 2 - Emergency Leave .....	28
55	Section 3 – Incidental Leaves .....	28
	Section 4 - Association Meetings and Seminar Leave.....	28
	Section 5 - Leave of Absence .....	28
	ARTICLE XIV - Exchange of Shifts and Transfers.....	29
	Section 1 - Exchange of Shifts.....	29
60	Section 2 - Transfers, Permanent Positions, Bidding, EMT Assignments .....	31
	ARTICLE XV - Recall to Work .....	35
	Section 1 - Off-Duty .....	35
	Section 2 - Replacement Coverage Turns.....	36
	ARTICLE XVI - Health and Safety.....	36
65	Section 1 - Health Promotion Program and Employee Cost Share .....	36
	Section 2 - Health Insurance .....	37
	Section 3 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn .....	38
	Section 4 - Extent of Coverage .....	39
70	Section 5 - Benefits Supplementing Workers' Compensation Benefits.....	40
	Section 6 - Expense of Injury or Illness.....	41
	Section 7 - Light Duty Return to Work .....	41
	Section 8 - Damage to Glasses and Teeth.....	44
	Section 9 - Department Physician.....	44
75	Section 10 - Substance Abuse Testing Program .....	44
	Section 11 - General Safety .....	45
	Section 12 – Vaccination Requirements .....	45
	ARTICLE XVII - Separation from Department .....	46

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



	Section 1 - Retirement .....	46
80	Section 2 - Vacation Cash-out .....	47
	Section 3 – Cash out of Accrued Sick Leave.....	47
	Section 4 - Compensatory Time .....	48
	Section 5 - Uniform Reimbursement .....	48
	Section 6 - Lay-offs .....	48
85	ARTICLE XVIII - Miscellaneous Provisions.....	49
	Section 1 - Uniform Reimbursement Policy.....	49
	Section 2 – Laundry Service .....	50
	Section 3 – Use of Wireless Internet.....	50
	Section 4 - Association Meetings .....	50
90	Section 5 - Discipline.....	51
	Section 6 - Indemnity.....	52
	Section 7 - Residence of Firefighters.....	52
	Section 8 - Jury Duty and Court Appearances.....	52
	ARTICLE XIX - Fire Prevention Officer .....	52
95	ARTICLE XX - Duration of the Contract .....	55
	ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances.....	55
	ARTICLE XXII - Active Agreement .....	56
	ARTICLE XXIII - Savings Clause.....	56
	Appendix A - Health Promotion Program .....	58
100	Health Risk Analysis and Education.....	58
	Health Care Advisory Team .....	59
	Health Care Management Proposal .....	59
	Cafeteria Benefit Plan Options .....	60
	Wage Schedule.....	60
105		

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### PREAMBLE

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

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

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

### 125 **ARTICLE I - Recognition**

#### Section 1 - Association

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

#### 135 Section 2 - Non-Discrimination

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

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



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

### 150 Section 3 - Public Servants/Ethical Standards

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

155

### Section 4 - Union Political Activity

No firefighter shall be discharged, disciplined or discriminated against because of activity on behalf of the Union, which does not interfere with the discharge of his/her duties or any assignment, violate any provisions of the agreement, or violate any policy, ordinance, law of the City of Auburn, State of Maine, or of the United States. Political activity by Local 797 for candidates to Auburn City Council, Auburn School Committee, County Government, or State elected office shall provide an accounting of all contributions to the City Manager and City Clerk.

165

### Section 5-Negotiation Team Participation

Up to three (3) members of the Union negotiation team shall be granted time off without loss of pay for all mutually scheduled meetings with the City.

170

## **ARTICLE II - Management Rights**

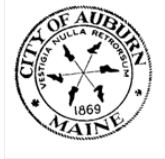
Except as otherwise provided in this contract, the City shall remain vested solely and exclusively with all of its common law and its statutory rights and with all management and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline firefighters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

## **ARTICLE III - Labor Management**

### 180 Section 1 - Purpose

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



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

### Section 2 - Employee's Role

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

### Section 3 - Management's Role

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

### Section 4 - Committee Participation

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



220 Labor Management Committee Agenda shall be made not less than three (3) working days prior to the scheduled meeting. There shall be no extra compensation for those appointed to serve on the Labor Management Committee, unless already scheduled to work. Other Union members may attend if their work schedule permits.

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

230

For the FY26 work plan the committee has been agreed to set the following priorities:

1) The committee will select scheduling software that will meet the following needs of the organization and will implement use of the system.

- 235 • Improves efficiency of scheduling OT by allowing for automated calling or texting of staff to fill available vacancies. The system shall also be used for staff to respond to the request.
- Allows all staff (via online access or app), to see upcoming shifts and schedules.
- Allows for staff to enter time off requests and for Officers to approve or deny such requests.

240 2) Second Set of Bunker Gear: The Committee will develop a plan to phase in the purchase of a second set of bunker gear including a coat, pants, hood, and gloves.

3) Update the Rules for Special Off-duty Work Assignments with an updated pay rate

245 4) Establish a plan for the staffing of a third rescue during peak demand hours

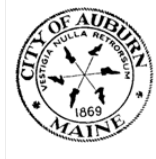
### ARTICLE IV - Dues Check-Off

#### 250 Section 1 - Fair Share

The Association shall have exclusive rights to payroll deductions of membership dues and service fees. Any firefighter who at any time on or after the effective date of this Agreement is not a member of the Association shall, within thirty days after such conditions are met be  
255 required to choose from the options of: (1) membership in the Association; (2) payment to the Association of a service fee equal to 80% of Association dues as a contribution towards the cost of collective bargaining, contract administration and the adjustment of grievances; or (3) exclusion from both. Each such firefighter shall be required to make his/her choice in writing on payroll deduction forms supplied by the Association. Failure to choose membership or the 80%

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



260 service fee option shall constitute a choice of exclusion from both. An employee choosing  
exclusion from both membership and 80% service fee option shall be irrevocably bound by such  
choice except as provided hereinafter and if the employee request, shall be entitled to the  
services of the Association under the agreement only upon payment to the Association of  
265 attorney's fees and costs and expenses, including arbitration fees and expenses, incurred by the  
Association on behalf of such employee. Any firefighter who is required by this Article or who  
was required under the terms of the predecessor agreement, to select from the options set about  
above may change his/her status with respect to those options during the 20-day period  
immediately prior to the expiration of this Agreement by giving written notice to the City and to  
270 the Association during that period.

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

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

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

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

### 290 Section 2 - Check-off

Upon written authorization of a firefighter, approved by the Association President, the  
City agrees to have the appropriate City Department deduct from the pay of each firefighter, as  
so authorized, the amount of funds as indicated on the Fair Share Agreement between the  
295 firefighter and Association, to be deducted from his/her pay check each week, and deliver same  
to the Association Treasurer at his/her request, provided, however, that if any employee has no  
check due him or the check is not large enough to satisfy other deductions, then in that event no

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



deduction will be made from said firefighter for that period. In no event will the City be obligated to collect fines or assessments charged by the Association to its members. The City shall not be obliged to deduct funds from the weekly pay after receiving written notice, on forms provided by the Association, that he/she no longer authorizes such deductions. The Association agrees in consideration thereof for itself and its members to individually and collectively perform loyal and efficient work and service, and it and they will use their influence and best efforts to promote and advance the interests of the taxpayer of Auburn.

### Section 3 - Association Indemnification

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

## **ARTICLE V - Strikes and Slowdowns**

The Association agrees that firefighters who are subject to the terms of this Agreement shall have no rights to engage in any work stoppage, slowdown, or strike in consideration of the right to a resolution of disputed questions. Any or all employees who violate the provisions of this Article may be subject to disciplinary action, including discharge. This provision is not intended to reflect an employee's refusal to carry out an unjustifiable management request.

## **ARTICLE VI - Wages and Compensation**

### Section 1 - Wages

FY 2026: 4% COLA  
FY 2027: Effective 7/1/26 3% COLA  
Effective 1/1/27 1% COLA  
FY 2028: 4% COLA

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

Firefighters who are promoted will be slotted at the entry step of the new rank or at the step which brings them closest to but not less than 7.5%. The slotting of firefighters promoted to



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



a higher rank will be considered as part of the overall pay plan recommendation by Labor Management Committee.

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

### 345 Section 2 – Lateral Entry

The Fire Chief can adjust the starting pay rate for new employees between the entry step and the 6th anniversary step. Employees may be credited up to 1 step for every 1 year of full time employment status with a Fire or EMS agency. Only time worked at a fire department that 350 has 24/7 staffing or an EMS service that responds to 1000 calls for service annually will be considered. Only full years (365 days) will be credited.

Employees who have not reached the 6<sup>th</sup> anniversary step may be brought up to the 6<sup>th</sup> anniversary step by being credited 1 step for every 1 year of full-time employment status with a 355 Fire or EMS agency that occurred prior to their hire. Only time worked at a fire department that has 24/7 staffing or an EMS service that responds to 1000 calls for service annually will be considered. Only full years (365 days) will be credited. The employee shall submit request for this adjustment and must provide proof of full-time employment status.

360 The Union President or their designee must be notified in writing when an employee receives a wage adjustment as described in this article.

### Section 3 – Ambulance Assignment Incentive

365 Effective July 1, 2022 a stipend of \$3.50 per hour shall be paid to each firefighter working on the Rescue/Ambulances.

Paramedics performing a precepting function for EMS students shall be paid a stipend of \$1.00 per hour while precepting.

370 Effective 7/1/2026: Paramedics performing a precepting function for EMS students shall be paid a stipend of \$ 3 per hour while precepting.

### Section 4 - Tuition Reimbursement for Work-Related Courses

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

# CITY OF AUBURN

Auburn Firefighters Association  
Local No. 797



1. The course, seminar, conference receives written pre-approval by the Fire Chief.

2. The course is *directly work-related* (with the exception of elective courses accepted as part of the course curriculum for a Degree in Fire Science or Paramedicine); and

3. The firefighter agrees to use the knowledge and skills gained in training paid in part by the City for the benefit of the City.

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

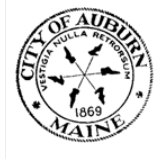
The City will pay the full cost of all pre-approved EMS related courses, case reviews, seminars and skill labs. The City agrees to fund paramedic training for at least one employee per year, as needed. If a firefighter does not obtain the license or pass the course, case review, seminar or skill lab, after the City has paid the cost of the course, the firefighter/EMT will reimburse the cost incurred by the City at the full rate up to a maximum of \$30,000. As of October 16, 2012, if the firefighter has successfully completed an EMS upgrade, through the reimbursement of the city, the firefighter will be required to maintain the license for a minimum of three years. Should the firefighter separate prior to completing eighteen months of service at the new license level the firefighter will reimburse the city a prorated amount of the tuition with a maximum reimbursement of \$30,000. The breakdown of the proration will be as follows:

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

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



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

420 In response to a request, the Battalion Chief or Acting Battalion Chief may reassign on a  
temporary basis, personnel in order to allow on-duty personnel to attend educational  
opportunities in the local area. This section is intended to apply to those classes that have been  
requested by individual firefighters as opposed to departmental training. If the battalion is not at  
minimum, the firefighter(s) may attend class on duty in their personal vehicle but will remain on  
425 call and will take a portable radio with them to class. At the discretion of the Battalion Chief or  
the Acting Battalion Chief, the firefighter may only need to respond on a "Condition"  
assignment. If battalion staffing is at minimum, the firefighter(s) may take apparatus to class if  
the other members of that company are in agreement to go along with the firefighter(s) attending  
class or the firefighter may attend class in a privately owned vehicle with a portable (the  
430 apparatus would be treated as per current standards for apparatus down one firefighter on  
emergency leave). Whenever possible, if more than one firefighter on duty is attending the same  
class, the Battalion Chief or the Acting Battalion Chief will assign these personnel to the same  
piece of apparatus in order to limit the number of units on delayed response. Reassignments will  
be made in such a way as to keep Rescue in service and in normal response whenever possible.  
435 The following conditions will be required in order to utilize on duty participation for class:

1. On-duty attendance to class must be pre-approved by the Fire Chief.
2. The Chief has the right to limit the number of on-duty personnel attending class.
- 440 3. The class may only be in either Auburn or in a community that is contiguous to the City  
of Auburn.
4. Units must remain in service at all times.
- 445 5. Spare Department vehicles may be used in place of privately-owned vehicles.
6. There will always be a minimum of ten (10) firefighters in Auburn not on delayed  
response, unless specifically approved by the Chief or his designee.
- 450

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### 455 Section 5– EMS Licenses

- All employees, excluding the FPO, must maintain an EMS license not lower than the EMT-Basic level. Any employee that does not have an EMS license at the signing of this contract will not be required to maintain an EMT-Basic License.
- 460 • Any state, region or department mandated EMS license upgrade or training for EMT and above shall either be provided by the department while on duty or be fully compensated by the City to include overtime, tuition, and books.
- The City shall provide an adequate training program to assure that all current EMS providers are able to achieve the Maine EMS required continuing education hours in order to renew their license.
- 465 • Paramedic hiring is preferred.
- New Hires after January 1, 2015, are required to be a Paramedic within four (4) years.
- Support for new hires and current employees that volunteer to attend Paramedic training:
  - Approved costs, fees, overtime and/or shift coverage needed for the firefighter to attend the Paramedic course or to maintain licensure shall be borne by the City.
  - 470 ➤ Except as otherwise identified “Approved costs or fees” shall mean the costs of textbooks, registration, lab, testing, tolls, and parking.
  - A department vehicle and fuel shall be provided for travel or mileage for use of a personal vehicle shall be reimbursed at the prevailing city rate (\$.38 for 2016), but not less than 60% of the IRS standard mileage rate, from point of departure or
  - 475 duty station if training occurs on a scheduled duty day.

## ARTICLE VII - Hours of Work and Overtime

### 480 Section 1 - Hours of Work

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

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### Section 2 - Use of Free Time

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

### Section 3 - Overtime and Compensatory Time

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

1. Effective May 26, 2015, firefighters may accrue up to 96 hours with an option to increase that number on a case-by-case basis as determined by the Fire Chief or his designee.
2. Comp time accrued on or after May 26, 2015, may be carried for up to twenty-four (24) months. If the comp time is not used and has been carried for more than twelve (12) months, it will be paid out the last pay-period of the fiscal year at the regular hourly rate in effect for the firefighter at that time.
3. No firefighter may choose to take comp time on a day on which his/her battalion would thereby be reduced below the minimum staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given). Compensatory time shall only be taken in 12 or more hour increments which begin or end at 07:00.

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



before 8:00 a.m. he/she shall be paid for one (1) hour at his/her overtime rate; if after 8:00 a.m., at his/her overtime rate for all time worked after 7:00 a.m. as set forth in the attached schedule.

### 535 ARTICLE VIII - Acting Rank

Any firefighter selected to act as an officer of higher rank shall be entitled to receive acting rank in the amount of seven and one half (7.5)% over the non-EMS firefighter base hourly rate for the amount of hours performing acting rank

540

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

545

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

550

If an Engine or Truck company Lieutenant is on vacation, floating holiday, wellness day or comp time, a Lieutenant from that Platoon, assigned to a rescue, shall have the option to fill the vacant Lieutenants position on the Engine or Truck. These opportunities shall be distributed as equally as practical among the Rescue Lieutenants.

555

### ARTICLE IX - Holidays

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

560

- |                          |                                       |
|--------------------------|---------------------------------------|
| 1. New Year's Day        | 8. Columbus / Indigenous Peoples' Day |
| 2. Washington's Birthday | 9. Veteran's Day                      |
| 3. Patriot's Day         | 10. Thanksgiving Day                  |
| 4. Memorial Day          | 11. Christmas Day                     |
| 5. Juneteenth            | 12. Martin Luther King Day            |
| 6. Independence Day      | 13. Any one-time national holiday     |
| 7. Labor Day             | mandated by the President and         |
|                          | observed by other Auburn City         |
|                          | Departments                           |

565

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



570

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

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

575

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

## 580 **ARTICLE X - Vacations**

### Section 1 - Vacation Accrual

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

Firefighters with less than six (6) years of service will accrue vacation hours at the rate of eight (8) hours per calendar month. Firefighters with a minimum of six (6) years of service but less than fourteen (14) years of service will accrue vacation hours at the rate of twelve (12) hours  
595 per calendar month. Firefighters with fourteen (14) or more years of service shall accrue vacation hours at the rate of sixteen (16) hours per calendar month. Effective January 1, 2014 firefighters with twenty (20) or more years of service shall accrue vacation hours at twenty (20) hours per calendar month. If the firefighter's anniversary date of hire falls on or before the 15<sup>th</sup> of the month, the firefighter will receive his/her additional vacation accrual that month. If the  
600 firefighter's anniversary date falls on or after the 16<sup>th</sup> of the month, then the firefighter will receive his/her additional vacation accrual the following month. This will occur only during the sixth, fourteenth and twentieth years of service.

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



Except for the first month of service and the last month of service, vacation hours for each month shall be awarded on the last day of each calendar month and then added to the firefighter's current balance. The month in which employment begins shall be counted as a month of service if the date of hire occurs before the 16<sup>th</sup> of that month. The month in which employment terminates shall count as a month of service if the date of resignation is after the 15<sup>th</sup> day of the month. The Fire Department administration will post a report detailing each firefighter's total accumulation of vacation hours. Firefighters may take vacation time at any point throughout the year, but on January first of any year, all vacation balances will not be in a negative number. It must be zero or greater. It will be the responsibility of the Deputy Chief to make sure no one uses more time than they should.

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

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

### Section 2 - Vacation Selection

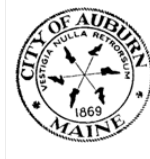
Vacations shall be chosen by firefighters on the basis of total years of service in the department without regard for time served in a specific rank. A maximum of two firefighters per battalion can be on vacation at the same time.

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



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



645

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

650

The selection of vacation periods earned for the upcoming calendar year shall take priority over all other earned periods of time off (including vacation periods carried over from the previous year). During the month of November each firefighter, based on seniority, shall have the opportunity in a department wide process to:

655

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

660

665

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

670

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

675

4. After twenty-one (21) years of service, select/decline their fifth seven (7) calendar day vacation block upon the battalion's completion of step 3. (Selection of fifth week block will be completed on the first duty day in the first week of November.)

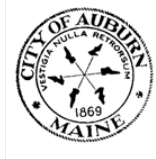
If firefighters are changing battalion, they shall select vacations dates with the battalion they will be working with in the upcoming year.

680

Upon completion of the November selection process, the battalion cover sheet and vacation selection process shall be forwarded to the Deputy Chief and a copy posted on-line. Following the completion of the November selection process, the firefighters may randomly substitute/exchange up to two vacation block weeks (48 on-duty hours per week) for up to four

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



individual vacation days (twenty-four hour on-duty shifts). The selection of individual vacation days shall commence no sooner than 11/21. All requests for earned time off including carried over vacation periods, etc. for the upcoming calendar year shall not be accepted nor submitted prior to 07:00 hours on 11/21. All time off requests will be submitted using SOP N-103. The requests shall be forwarded to a Battalion Chief in written form including the date of the request, time of day the request was submitted (hours: minutes), and the signature of the BC or his replacement.

### Section 3 - Vacation Changes

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

Firefighters shall be entitled to unlimited changes in previously selected vacations provided that notice of such change is approved by the Battalion Chief, and all other conditions for vacation changes are met. Approval or denial of the requested change shall be in written form. Such approval by a Battalion Chief shall not be unreasonably withheld.

A firefighter may accumulate an absolute maximum of 350 hours at the end of any calendar year. If the hours exceed 350 hours, all unused hours will be forfeited, except if a firefighter is unable to take vacation due to an on-the-job-injury or extended sick leave. If a firefighter is unable to take vacation due to an OJI or extended sick leave, he/she can exceed the cap by 192 hours.

### Section 4 - Floating Holidays

Each firefighter is entitled to choose and take off one floating holiday per calendar year. From 07:00 hours on the Friday after vacation selection through 11/20, firefighters shall either pick or pass on selecting their floating holidays. All requests shall include a single date selection and will be submitted to the Battalion Chief's office in e-mail form. Firefighters may choose a

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



day on which their battalion would thereby be reduced below the apparatus staffing level except due to prior scheduled vacations or floating holidays. Within twenty-four (24) hours of the request, the Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, approved pending the battalion's return above the apparatus staffing level, or that it is denied because of prior scheduled vacation or floating holidays. A floating holiday that is approved pending the battalion's return above the apparatus staffing level will be a placeholder only. The firefighter shall ensure that his/her holiday has been confirmed at least one shift before his/her selected date.

If selecting a holiday after 11/20, no firefighter may choose a holiday on a day on which his/her battalion would thereby be reduced below the apparatus staffing level (because of prior scheduled vacations, existing extended sick leave, on-the-job injuries, or other cause known at the time notice is given). Within twenty-four (24) hours of the request, the Battalion Chief shall notify the requesting firefighter that his/her floating holiday date is confirmed, or that it is denied because it would cause a reduction in force below the staffing level per apparatus.

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

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

## **ARTICLE XI - Sick Leave**

### Section 1 - Use of Sick Leave

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



worker's compensation for injury or illness. A firefighter on sick leave shall call in when he/she is able to return to duty.

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

### Section 2 - Return to Work/Fitness for Duty

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

### Section 3 - Sick Leave Authentication

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

1. The firefighter uses sick days as soon as they are credited to him/her
2. High usage of sick leave for the firefighter or his immediate family without corresponding documentation as to the reasons for sick leave
3. Use of sick leave the shift before or the shift after scheduled vacation, floating holidays or swaps
4. Use of sick leave on the days for which leave had been previously requested, but denied
5. Use of sick leave on a particular day of the week
6. Use of sick leave which corresponds to an undesirable work assignment

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



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

8. Use of sick time for reasons other than as defined explicitly in Article XI Section 1

800        For each occurrence the Chief or his/her designee will send an email to the employee  
identifying the potential misuse and requesting documentation verifying the circumstances and  
appropriate use of sick leave. The employee must respond with the information within 2 weeks  
of the email. Failure to do so will immediately move the violation to the progressive discipline  
805        outlined below. If following the review, the Fire Chief or his/her designee notes an occurrence  
of sick leave use as described above, the principles of “progressive discipline” will be in order  
recognizing that the gravity and severity of the sick leave abuse may influence what discipline is  
issued.

- 810        a. Written warning - Copy to Union President. Any written warning inserted in the  
Employee’s personnel file shall be removed after a two (2)-year period with no  
subsequent offenses.
- 815        b. Written reprimand – Copy to Union President. Any written reprimand inserted in  
the Employee’s personnel file may be removed following the process outlined in  
Article XVIII Section 5 - Discipline
- 815        c. Suspension up to 2 (two) duty days (notice to be given in writing – copy to Union  
President).

If the Fire Chief or his/her designee identifies that the employee has a history of appropriate and  
judicious use of sick leave, a verbal warning may be issued in lieu of immediately moving to a  
written warning.

820        Employees are encouraged to inform the Chief or his/her designee prior to the use of sick leave  
that may be flagged based on the criteria above. The aim is to proactively provide information  
and verification to meet the intent of the article and reduce an unnecessary disciplinary  
proceedings.

825        If the Employer has reason to discipline an Employee, it shall be done in a manner that will not  
embarrass the employee before other Employees or the public.

### Section 4 - Wellness Incentive Days

830        Firefighters who participate in the City of Auburn Wellness Incentive Program and who  
have earned a Wellness Day Off may request the Wellness Day off by submitting the request 96  
hours in advance to his/her Battalion Chief. It is the responsibility of the firefighter to call into  
the Battalion Chief no earlier than 6:00 a.m. to determine if his/her shift is within the apparatus  
835        staffing for the day. If the shift does not have to hire extra personnel, the firefighter may have  
the shift off without being charged against his/her accrued sick or vacation leave. If the

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



apparatus is at minimum staffing, the firefighter may not use his/her Wellness Incentive Day on that day.

### 840 Section 5 - Sick Bank

The City Manager may from time to time authorize a sick bank for individual employees on a case-by-case basis if they meet certain criteria. If a firefighter voluntarily participates in a City-wide sick bank, the hours donated will be deducted from the firefighter's accumulated sick and/or vacation leave.

### Section 6- Paid Family Medical Leave

The Maine Paid Family and Medical Leave (PFML) Law rules and payroll withholdings will begin on January 1, 2025. The required contribution per employee of an individual's wages, will be split equally between the employee and the City of Auburn. Current percentage requirement is 1%. Benefits become available on May 1, 2026.

## ARTICLE XII - Grievance Procedure

### 855 Section 1 - Grievance Procedure

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

### 865 Section 2 - Firefighters Grievance

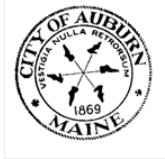
**Step 1.** The aggrieved firefighter shall first meet with the individual(s) with whom he/she has the issue in order to determine all the facts and to attempt to resolve the issue before proceeding with the grievance. This meeting should be held as soon as reasonably possible.

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

**Step 3.** The Association may submit a grievance on its own behalf, or that of one or more of its members. Any such grievance will be submitted by delivery in writing to the Fire Chief. A grievance on behalf of less than all members of the Association shall be filed

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



within thirty (30) calendar days after the aggrieved firefighter(s) knew, or should have known of the facts giving rise to the grievance. A grievance on behalf of the Association itself, or of all of its members, shall be filed within thirty (30) calendar days after one or more of the Association elected officers knew, or should have known of the facts giving rise to the grievance. Any grievance not filed within the thirty (30) calendar days time limit or, under any circumstances, within one (1) year of the time of occurrence that gave rise to the grievance shall not be considered timely and shall be deemed waived. The Fire Chief shall issue a written response to the Association within ten (10) administrative working days of a receipt of a grievance.

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

**Step 5.** If unsatisfied with the Fire Chief's action, or the steps as outlined in Step 4 above, the Association may appeal in writing to the City Manager within ten (10) administrative working days after receipt of the Fire Chief's decision (or ten (10) administrative working days after meeting outlined in Step 4 above). The City Manager will schedule and hear the appeal within ten (10) administrative working days after receipt of the notice of appeal. At this hearing the Association may present witnesses and evidence in support of their position. The City Manager shall forthwith consider the appeal, witnesses and evidence and notify the Association of his/her decision within ten (10) administrative working days after the hearing takes place.

**Step 6.** If unsatisfied with the City Manager's decision the Association, within ten (10) administrative working days after receipt of the City Manager's decision, may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to have a mediator appointed from the Panel of Mediators to assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A §965(5). Mediators appointed to grievances that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may waive the preceding steps and progress to Arbitration.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



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

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

### Section 3 - City Grievance

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

If unsatisfied with the Labor Management process, the City within ten (10) administrative working days may advance the grievance to mediation pursuant to Title 26, M.R.S.A. §965(2), Mediation, so as to assist the parties in resolving the grievance. Upon filing for mediation, the requesting party may simultaneously file for arbitration, provided the mediation be scheduled and take place prior to arbitration. To expedite the process, the requesting party may provide the estimated share of providing the service and then be reimbursed pursuant to Title 26, M.R.S.A. §965(5). Subsequent and necessary action may be advanced within ten (10) administrative working days after receipt of the mediation process, whereby the parties were unable to effect a settlement of their controversy, by either party, pursuant to Title 26, M.R.S.A. §965(4), Arbitration. Mediators appointed to controversies that are furthered to arbitration are not allowed to participate with the arbitration process. Upon mutual consent, the City and Association may



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



950 waive the preceding steps to Arbitration. Costs associated with this process and arbitrator decisions shall be determined by Title 26, M.R.S.A. §965, Obligation to bargain, as amended.

### Section 4 - Extensions of Time Limits

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

## ARTICLE XIII - Leaves

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

### Section 1 - Funeral Leave

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

985 A firefighter may also be granted leave to attend the funerals of the persons not mentioned in the Article at the discretion of the Chief. If the firefighter takes more than six (6) hours for the funeral for an individual not specifically mentioned in the list above, the entire time will be charged against the firefighter's accrued sick leave.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### Section 2 - Emergency Leave

990

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

995

### Section 3 – Incidental Leaves

1000

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

1005

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

1010

### Section 4 - Association Meetings and Seminar Leave

1015

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

1020

Leave will be granted for the firefighter for the meeting and any reasonable travel time. The firefighter will be expected to return to work following the leave. Multi-day/overnight leave will be granted as necessary. The maximum number of days approved shall not exceed twelve (12) on-duty days per calendar year. If approved, association leave shall be interpreted the same as Floating Holidays when approving other time off.

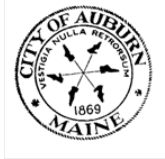
### Section 5 - Leave of Absence

1025

An Employee may be granted a leave of absence without pay by the City Manager on the recommendation of the Fire Chief with such leave not to exceed one (1) year in length. A request for absence will not be unreasonably withheld if there is no undue hardship within the

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



department. 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 or any other benefits such as health insurance. The Employer may hire a replacement for the vacant position, if the employee desires to return to work, the employee must notify the Fire Chief in writing. The Employee will be required to maintain all certifications for the position and to take a pre-employment medical exam, substance abuse test, physical agility test to determine if he/she is physically fit to perform the essential job functions, and criminal background. The Employee will only be offered reinstatement if a position is available and if the request is made within the granted leave period.

### Section 6-Military Leave and Staffing

Military Leave shall not impact staffing levels. The use of Compensatory Time, Wellness Days, and Floating Holidays shall remain unaffected by a another member's absence due to Military Leave.

### Section 7 – Parental Leave

A regular full-time employee who has completed one full year of employment with the City of Auburn will be matched up to 2 weeks of paid time upon the birth or adoption of their child to used concurrently with FMLA approved for the same reason. Employees must give at least 30 days notice (or as much as practical, if the leave is not foreseeable) to the Human Resources Department. Parental Leave expires 12 months after the date of birth or placement of a child

## **ARTICLE XIV - Exchange of Shifts and Transfers**

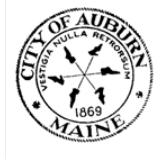
### Section 1 - Exchange of Shifts

Firefighters shall be permitted to exchange work shifts provided that exchanges of shifts shall not occur in which it would allow an individual to accept and get paid for overtime and then trade that shift. Further provisions include:

1. Their replacements are qualified to perform their duties.
2. Exchanges may be made for the purpose of engaging in gainful employment so long as such gainful employment involves activities directly related to the firefighter's job duties and/or professional development. Such an exchange must be pre-approved in writing by the Chief or his/her designee. Approved exchanges for gainful employment shall not count towards the bank referenced below.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



3. An employee whose loaned time off is being repaid may perform such work as he/she usually performs when not on duty with the Fire Department.

1070

4. Exchanges being made for the purpose of satisfying military service requirements or approved education and training, shall not be counted towards the bank referenced in number five below for either the firefighter initiating or fulfilling "pay-back" the swap

1075

5. Each firefighter shall have a bank of 288 hours from which he/she may draw for exchange of shifts in excess of twelve (12) hours. Swaps of twelve (12) hours or less do not count toward the swap bank. Swaps referenced in #7 below may also not count at the discretion of the Chief or his/her designee.

1080

6. No more than three (3) firefighters on any work shift may be granted such exchanges except that, in the discretion of the Battalion Chief, additional exchanges may be permitted provided their replacements are qualified and no weakening in the department's firefighting capacity will result.

1085

7. A firefighter may not be allowed to participate in 24-hour exchanges of shifts which would cause him to be off-duty for more than four consecutive work cycles (a work cycle is defined as one 24-hour period on-duty followed by three 24 hour periods off-duty) unless approved by the Chief or his/her designee. Situations qualifying for such approval include but shall not be limited to military leave, educational endeavors, and extended illness/injury.

1090

8. The Battalion Chief may approve swaps according to these guidelines except as noted elsewhere in this article.

1095

9. Swaps shall be repaid on an hour-for-hour basis within one year of the swap being initiated. With the exception of IAFF Local 797 union business, no other arrangements or considerations shall be made between the swapping parties.

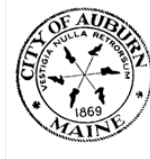
1100

10. If an individual is hired for 12 or more hours of overtime, they may allow another individual to work up to six (6) sequential hours of that shift. The hired individual will be checked off according to the overtime hiring rules and each party will be compensated at time and one half for the actual hours they worked.

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1105 coordinating exchanges of shift with vacations or other off-duty time provided for in this agreement.

1110 The limitation on the number of allowable exchanges of twenty-four-hour shifts shall not affect occasions when the firefighter requests a swap for the purposes of attending a job-related seminar, course or other educational program, provided that the firefighter has the proper documentation as to the nature and schedule of the seminar, course, etc., and has received prior approval from the Chief or his designee.

1115 If a firefighter who is due to work the shift of another on account of an exchange becomes ill or is injured off the job more than 24 hours prior to the time he/she is due to report for that shift, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If a firefighter who is due to work the shift of another is injured on the job more than seventy-two (72) hours prior to the time he/she is due to report for duty, it is that firefighter's responsibility to find a replacement so that the exchange does not cost the City additional money in the form of overtime for a replacement. If such a replacement is not found, the firefighter shall be responsible for reimbursing the City in the amount of the difference between what his regular pay would have been for that shift and the amount actually paid to the person who replaced him/her.

### 1125 Section 2 - Transfers, Permanent Positions, Bidding, EMT Assignments

1130 **1. Vacancies:** When a permanent vacancy occurs in a position, transfers will be governed by the provisions of this article. As used in this article a "vacancy" shall mean a position not occupied due to death, retirement, transfer, resignation, dismissal, promotion of an incumbent or an unfilled newly created position. When a vacancy occurs, rank for rank picking by seniority will be done within the battalion that has the vacancy. Only the affected rank will pick. If the selection creates a non-EMS unit, refer to Section 2-5.

1135 **2. Establishing Permanent Positions:** On the first Wednesday of every other October commencing in 2002, each member will be given the opportunity to pick his permanent assignment from any of the remaining positions in his rank. An Executive Committee member will assist the Deputy Chief in the administration of this transfer process. The most senior Battalion Chief will pick first having four (4) choices. The next senior Battalion Chief will have three (3) choices, etc., until all Battalion Chiefs have picked. The next picking will be done by the Captains, Lieutenants and the Privates observing the same procedure.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



Positions above and beyond those required for the in-service apparatus shall be known as Float positions. An in-service apparatus is one that will be staffed 24 hours a day, 7 days a week and is subject to positional picking process. Employees assigned to Float positions may be assigned to work on any apparatus, at any time, based on the needs of the department. This may include but is not limited to, being assigned to backfill so others can participate in training or meetings, staffing department details, storm coverage, or staffing additional apparatus during peak times or during events. In these instances, the Battalions Chief will consider seniority, when circumstances permit, by giving the more senior float the option of offered assignments.

Float positions may also be used at the discretion of the Battalion Chief, to relieve individuals on apparatus assignment on a temporary basis when deemed necessary. This shall not be used to move an employee off their assigned apparatus position against their will. The Deputy Chief will monitor float assignments to ensure no one Float is being unfairly burdened.

Unless needed elsewhere, when at full staff levels, additional personnel will be assigned to the aerial or an engine. Due to the nature of the position, those in the Float position will not have consistent contact with any one officer. Therefore, the Captain of the platoon shall be identified as their officer.

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

Any employee who holds an EMS position under this Article, shall maintain his/her EMS license required for his/her permanent position.

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

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

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



- 1180 In the case of an officer who has been reduced in rank, that officer's time-in-rank seniority shall be considered to be the length of continuous service in that particular rank including the time the officer was in the rank from which he was reduced. If time in rank is equal, then time in the Department prevails.
- 1185 **5. EMT Assignment Procedures:**
- (a) The rescue crew shall consist of a State of Maine licensed paramedic and at least a State of Maine licensed EMS provider.
- 1190 (b) All apparatus will have at least one State of Maine licensed EMS provider assigned to it.
- (c) Paramedics will be distributed as equally as possible between the battalion with a minimum of four (4) assigned per battalion.
- 1195 (d) If an apparatus/rescue does not have a State of Maine licensed EMS provider assigned to it after establishing permanent positions, the senior State of Maine licensed provider of the same rank on the battalion will be asked to go to the apparatus/rescue that is lacking a State of Maine licensed EMS provider. If he chooses that assignment, he will bump the junior person of the same rank on that truck. The person who got bumped has the right to go to the
- 1200 firefighter on the battalion that he is most senior to and bump him, that following suit until everyone has a position. If he chooses, he can go to the vacant spot held by the State of Maine licensed EMS provider that is moving. If the senior State of Maine licensed EMS provider of the same rank does not want to move, the next senior State of Maine licensed EMS provider of the same rank on the battalion will be asked to go to that position
- 1205 continuing the same procedure as described above. This process will be repeated until all apparatus/rescue have State of Maine EMS provider assigned to it. If the EMS position is not filled, the junior State of Maine EMS provider of the same rank on that battalion will assume that position.
- 1210 **6. Paramedic Roster:** The Fire Department shall have a minimum Paramedic roster level of sixteen (16). Current Paramedics will be included as part of the roster. The increase to 16 paramedics will be accomplished as new firefighters are hired. Paramedics shall be required to maintain their EMS license while part of the minimum paramedic roster level. The most senior Paramedic will be removed from the Paramedic roster when his/her replacement has attained
- 1215 their Paramedic license. On a case-by-case basis, a firefighter may request a temporary reduction in their EMS License due to personal reasons. Any reduction will first be discussed by Labor Management Committee.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### Paramedic Roster Rules

- 1220 1. Employees hired after January 1, 2015, shall obtain and continue to retain a paramedic license while part of the minimum Paramedic roster. This includes complying with state mandated continuing education requirements. Maintenance of such licensure level required by this article shall constitute a condition of employment and failure to maintain such required license shall be considered just cause for dismissal.
- 1225 2. Employees hired before January 1, 2015, shall continue to retain a Paramedic license while part of the minimum Paramedic roster. This includes complying with state mandated continuing education requirements. Any employee whose EMS license has lapsed or has been downgraded for failure to comply with continuing education requirements will forfeit their EMS pay and be reduced an amount equal to two (2) anniversary steps. If
- 1230 and when the employee's license is reinstated, the employee will return to full pay and status.
3. Paramedics may request to downgrade licensure under the following conditions:
- a. There are sufficient number of Paramedics with less seniority which will allow the reduction to occur without negatively impacting minimum Paramedic staffing levels;
- 1235 b. The Paramedic has experienced a catastrophic event, not of his own doing, that would prohibit him/her from continuing to perform as a Paramedic safely. For example, an incident that results in post-traumatic stress.
- c. Either incident will require an administrative review followed by discussion with the Labor/Management Group.
- 1240

### Actions against the Provider's License:

1. Any employee whose EMS license is being investigated by MEMS shall notify the Chief or his designee immediately.
- 1245 2. The employee shall maintain full pay and status pending the results of the MEMS investigation unless the State, Regional, and/or Department's Medical Director prohibits the employee from working in EMS or limits the capacity in which an employee can provide EMS.
3. In cases where the employee is prohibited from working in EMS or has limits on their capacity in which he/she can provide EMS as a result of an internal action, the employee will be paid in accordance with their ability to perform EMS.
- 1250 4. Providers hired after January 1, 2015 that are on the Paramedic Roster who are downgraded as an action of MEMS from an investigation, regardless of duration, may be subject to termination.
- 1255



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



**7. Filling of a Temporary Vacancy:** This situation is intended to cover long term vacancies of one month or more such as leaves of absence, on the job injuries and/or extended sick leave a firefighter from an unaffected battalion may volunteer to fill the vacant position after the need for the vacancy has been posted. The specific criteria (such as rank and EMS licensure level) will be identified in the posting and only those that fit the criteria may apply. The vacancy will be posted for two work cycles (8 days). Any firefighter who would like to volunteer to fill the temporary vacancy shall do so in writing to the Deputy Chief. The volunteer with the most seniority will be selected.

Should no firefighter volunteer to fill the temporary vacancy, then the Chief will select a firefighter to do so from an unaffected battalion. Those firefighters filling temporary vacancies may take previously selected vacations and floating holidays, even though it will cause a decrease in the apparatus staffing for those days. The Chief will take into consideration other types of negative impacts the firefighter may have when filling the temporary vacancy. The firefighter who is assigned to fill the temporary vacancy will go back to his previous assignment when the absent firefighter returns to the department or the vacancy becomes permanent. If the bidding for the temporary vacancy creates a non-EMS pump/rescue, refer to Sec. 2-5.

### ARTICLE XV - Recall to Work

#### Section 1 - Off-Duty

Off-duty firefighters may be recalled to duty in the case of multiple alarms, major emergencies, or when staffing per apparatus is below the required level. The required minimum staffing level for each structural engine company is three (3); aerial company is three (3) and one Battalion Chief. The parties agree that in no event will the City be required to assign more than three firefighters per apparatus as set forth above, plus the Battalion Chief. The Chief may increase the staffing requirements when conditions reasonably warrant his/her doing so.

Staffing for other apparatus not listed above will be at the discretion of the Fire Chief or designee.

Stand-by duty shall no longer be required provided that a sufficient number of firefighters return to duty for multiple alarms or major emergencies. If a sufficient number of firefighters do not return to duty, in the judgment of the Chief, up to four (4) firefighters may be required to serve on stand-by. All firefighters will be called on multiple alarms and Box 33's unless canceled by the Incident Commander.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1295 The firefighter will be notified of second alarms and/or Box 33's by automated text messaging system (primary notification) and/or by telephone (secondary notification). Acknowledgment of arrival time occurs when the firefighter reports for duty at the station or substation and is logged on to the Battalion Chief's multiple alarm sheets.

1300 The time of work performed in the case of multiple alarms shall be computed from the time of notification based upon the nearest quarter hour, except that any firefighter reporting more than forty-five (45) minutes after notification of the alarm shall be paid for work performed computed from actual reporting. Any firefighter must report within forty-five (45) minutes from the time the firefighter is notified of a multiple alarm to be eligible for three hours of time and a half for a minimum payment.

1305 Any firefighter responding to a multiple alarm arriving more than one (1) hour prior to the time that he/she would otherwise have been required to report for duty shall receive a minimum of \$50.00.

### 1310 Section 2 - Replacement Coverage Turns

1315 When staffing falls below requirements as set forth in Article XV, Section 1, replacements shall be obtained from the extra work list. When there is no EMT on duty and additional staff is required, the City shall recall an EMT as the name appears on the extra work list or compulsory work list. If there are no firefighters/EMTs willing to work, replacements shall then be obtained from the compulsory work list. Any firefighter or firefighter/EMT selected to work from the compulsory work list shall have the right to find his/her own replacement.

1320 When hiring a replacement, the Department will follow the Rules for Overtime Hiring.

## **ARTICLE XVI - Health and Safety**

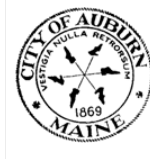
### 1325 Section 1 - Health Promotion Program and Employee Cost Share

Firefighters and the City agree to implement a Health Promotion Program with the following goals:

1330 1. To promote wellness and health by rewarding employees and their dependents for healthy behavior that will encourage employees to develop and maintain healthy habits;

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



2. To reduce the overall need for health care services by City employees and their dependents; and,

1335 3. To slow the rate of increase in the City's health insurance premiums.

Employees (and the spouse if applicable) who participate in the Health Promotion Program and make their best efforts to achieve health management goals will pay a minimum of 15% of the monthly premiums. Employees who do not participate in the Health Promotion  
1340 Program will pay a maximum of 25% of the monthly premiums, as established by the Maine Municipal Employees Health Trust (or alternative health insurance carrier); regardless if the employee is in a single, single parent or family plan. The employee's contribution will be withheld on a weekly basis, based upon 48 weeks in the calendar year.

1345 In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the employee cost share will continue to be 15% of monthly premiums for the life of this agreement.

A full description of the Health Promotion Program is attached as Appendix A.  
1350

### Section 2 - Health Insurance

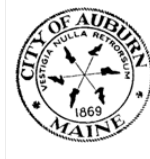
The Association recognizes the increasing cost of providing health insurance to employees. To assist the City in addressing this mutual concern, the Association will join with  
1355 the City in its efforts to provide further education and information for members in regards to the use of MMEHT cost containment benefit guidelines.

Effective 1/1/14 the City will implement the PPO 500 Plan through the Maine Municipal Employees Health Trust, on a voluntary basis at the employer/employee cost share as outlined in  
1360 Article XVI Section 1. Health Promotion Program and Employee Cost. Employees who opt to remain in the Point of Service C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for single, single parent and family subscribers. The City may change or offer alternative health insurance programs including, but not limited to insurance carriers, health maintenance organizations, preferred provider organizations, or to self-insure so long as  
1365 the new or alternative coverage and benefits are substantially similar to the plan most recently provided to the membership and further provided that:

1. The City, by written communication, notifies the Association, no less than sixty days prior to implementation, of the specific details of any changes or alternatives in health insurance.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1370

2. That the City, subsequent to the written notification but within sixty days, meets with the Association to discuss the changes or alternatives.

1375

3. That any disagreement between the parties to this labor contract as to the changes or alternatives being "substantially similar" be resolved by arbitration.

4. That such changes or alternatives shall not increase the financial burden places upon employees above the current level.

1380

The City may institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains "substantially similar" to the current coverage and no financial burden is incurred by the employees. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admission except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

1385

The City shall provide adequate staff assistance to help firefighter's process claim forms, including mailing of claims and medical forms to health care providers.

1390

### Section 3 – Health Reimbursement Account –

Effective 7/1/14, the City will implement a Health Reimbursement Account (HRA) for use toward deductibles and co-insurance in the amount of \$750 for single person and \$1,500 for single parent subscribers and family subscribers in the PPO 500 Plan. Unused money in the HRA rolls over from one year to the next and each fiscal year, the City will refund each account up to the \$750 and \$1500 maximums.

1395

### Section 3 - Payment Program for Waiving Health Insurance Coverage with the City of Auburn

1400

Any firefighter may elect to waive coverage in the City's health insurance plan. Any firefighter waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1405

Except as stated in Article XVII Section 1. Separation From Department, any firefighter eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of five (5) months of health insurance premiums. The waiver payments will be made in twelve (12) monthly payments.

# CITY OF AUBURN

**Auburn Firefighters Association  
Local No. 797**



1410 A firefighter who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to five months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.

1415 Firefighters who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to five (5) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City.

1420 The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid. All health insurance waiver premiums are based upon the PPO 500 Plan premiums effective 1/1/2014.

A new firefighter who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

1425 If the firefighter wishes to be reinstated on the health insurance policy or change his/her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

1430 If a firefighter is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the firefighter shall repay the City the balance of the payment, pro-rated on a monthly basis.

1435 In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the firefighter must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the employee meets all conditions, which may be imposed by the health insurance carrier.

## Section 4 - Extent of Coverage

1440 The extent of coverage provided under the existing insurance policies (including HMO and self-insured plans) referred to in the Agreement shall be governed by the terms and conditions set forth in said policies or plans in existence at the time of the dispute. Any questions or disputes concerning said insurance policies or plans or benefits hereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall

1445

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



not be subject to the grievance and arbitration procedures set forth in the Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement.

1450

### Section 5 - Benefits Supplementing Workers' Compensation Benefits

1455

If a firefighter receives a personal injury or is disabled by occupational disease arising out of and in the course of his/her employment by the City, the City will, provided that the provisions of this Article are met by the firefighter, continue his/her full contract wages and other benefits, without interruption or waiting period, so long as he/she is incapacitated to perform firefighter's work as a result of the personal injury or occupational disease. The City has the right to contest a workers' compensation claim. Such a claim will be appealed and resolved according to the procedures provided by the workers' compensation statutes and regulations.

1460

1465

An aggrieved firefighter may seek relief only under the Workers' Compensation Act before the Workers' Compensation Commission. In the event of a final decision by the Workers' Compensation Commission that the firefighter's injury or illness arose out of and in the course of his/her employment with the City, and incapacitated him/her for his/her work as a firefighter, then, in addition to benefits payable under the Workers' Compensation Act, the City shall provide the firefighter all additional benefits due under this contract, if any, retroactive to the date of incapacity. No firefighter shall receive any combination of benefits from the City or its Workers' Compensation carrier, including, but not limited to sick pay and vacation pay, which benefits total more than such employee's benefits under this contract, or the Workers' Compensation Act, whichever is greater. No firefighter shall lose sick pay benefits during time he/she is entitled to benefits under this section.

1470

1475

The firefighter who is receiving or claims benefits under this Article shall, if requested by the City, promptly file a claim for Workers' Compensation benefits. Otherwise, the employee may exercise rights under Workers' Compensation Act as he/she wishes, or not. If a claim for Workers' Compensation benefits is not filed within thirty (30) days after receipt of a written request making reference to this provision in the contract, then the City may terminate wages provided under this Article unless and until the firefighter files the requested claim.

1480

Upon filing a claim for continuation of wages under this Article, the firefighter shall, upon request by the City, execute a certificate authorizing the City to obtain in writing from any physician, osteopath, chiropractor, or any other health care provider, any written information

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



which is or has been obtained in connection with the examination or treatment of the employee and which relates to any injury or disease for which compensation is claimed.

1485

The City shall have, for any benefits paid a firefighter pursuant to this Article, the identical lien and rights as against third parties and the firefighter as the City or its insurance carrier may give as regards worker's compensation benefits under 39 M.R.S.A. §68. At the request of the City, the firefighter shall sign such documents and perform such acts as are

1490

reasonably required in order to effectively subrogate the City to the firefighter's claim(s).

The rights of the City and the firefighter under this Article are in addition to and not limited by the Workers' Compensation Act of the State of Maine and regulations issued pursuant thereto.

1495

### Section 6 - Expense of Injury or Illness

The City shall pay all hospital, medical, and surgical expenses incurred by any firefighters on account of injury or illness arising out of and during the course of their employment; except that it shall not be required to pay for any such expenses which are covered by insurance provided by the City or otherwise assumed by the City.

1500

### Section 7 - Light Duty Return to Work

The City and Local 797, IAFF agree to continue the Light Duty Return-to-Work Program for firefighters. The goal of the program is:

1505

1. To assist the firefighter in the return to his/her pre-injury position with the Fire Department;

1510

2. To provide some "connectedness of the firefighter to the Department;

3. To speed the recovery process;

1515

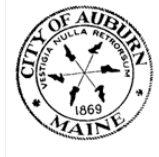
4. To provide for meaningful work for the Department and the Firefighter;

5. To make maximum use of the Firefighter's skills and abilities. To that end, the City has defined specific work assignments or light duty activities that will be made available to employees injured at work who are unable for period of time, as defined in this section, to perform their regular firefighting duties.

1520

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797

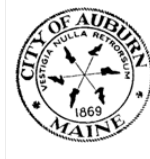


- 1525 a. No light duty assignment shall result in the transfer, displacement, or lay-off of another firefighter, nor shall any assignment be made for the purpose of demeaning, discriminating or punishing the employee for his/her injury, illness, or absence from work.
- b. The individual participating in the light duty program will not count toward the apparatus staffing level on duty for that shift.
- 1530 c. The injured employee will not be required to work on any other shift that his battalion would normally work, unless mutually agreed between the firefighter and the City. If mutually agreed between the firefighter and the City, the firefighter will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F) or an alternative flexible schedule to be determined on a case by case basis. It is understood that any alternate
- 1535 schedule will be based upon an average of a 42-hour work week. The firefighter will not be required to work for any other department than the Fire Department, unless mutually agreed upon between the City and the firefighter.
- 1540 d. The employee on light duty will receive full pay and benefits as provided by Article XVI Health and Safety, Section 5. Benefits Supplementing Workers' Compensation Benefits.
- 1545 e. In order to improve the effectiveness of the Light Duty Return to Work Program, and to fully utilize the skills and abilities of the injured firefighter, the Deputy Chief, the Battalion Chief on-duty and the injured firefighter will meet at the beginning of the shift to discuss the firefighter's medical restrictions; the work that falls within the medical restrictions that need to be performed that day; the firefighter's special training, expertise or interests; and the firefighters suggestions for ways that he/she might best enhance the Department's operations while on light duty
- 1550 At the end of each shift, the firefighter on light duty will provide a description of the activities performed during the shift and will turn this record into the Battalion Chief at the end of each shift
- 1555 f. The firefighter may be on light duty status for a maximum of one year, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular status, whichever occurs first. A firefighter's medical condition will be reviewed at least quarterly (more frequently if necessary) to determine if the firefighter is still unable to return to firefighter duties.



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1560

g. The hours worked on light duty will be turned into the City's workers' compensation claims manager weekly in order that the workers' compensation benefit may be re-calculated. This will have no effect on the firefighter's regular wages from the City, as the firefighter will endorse the workers' compensation check over to the City as is current practice.

1565

1570

h. No firefighter will be required to perform light duty activities that are not within the employee's work capacity. If the employee and the Fire Chief are unable to reach agreement as to the employee's capacity to perform any light duty job, the Chief or his designee will submit a written light duty job description to the department designated physician for his/her determination that the proposed duties are within the employee's work capacity.

1575

i. Light duty assignments may be filled by the firefighter who is unable to perform regular duty as a result of an off-the-job illness or injury as long as the following conditions are met:

1580

i. Participation is on a voluntary basis;

ii. The firefighter has exhausted his accrued sick leave;

iii. There is a light duty position available. Light duty positions will be filled first by firefighters who are unable to return to regular duty as a result of an on-the-job illness or injury.

1585

iv. The firefighter may be in light duty capacity for a maximum of three months, or until he/she reaches maximum medical improvement, or until he/she is able to return to regular duty, whichever is soonest.

1590

v. Firefighters on light duty due to an off-the-job illness or injury will work the administrative work schedule (8:00 a.m. - 4:30 p.m. M-F).

vi. Firefighters on light duty due to an off-the-job illness or injury will receive payment only for those hours actually worked.

1595

j. The department will develop a list of light duty activities for the firefighter. It will be management's right as to which activity is filled by which firefighter. It shall be the

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



responsibility of the Fire Chief or his designee to match the work capacity skills and abilities of the firefighter with the light duty activities available at the time of the injury.

1600

### Section 8 - Damage to Glasses and Teeth

The City shall pay all expenses incurred by a firefighter for loss or damage of eyeglasses, false teeth, and hearing aids while on an emergency call. This benefit shall not diminish any benefits available under the Workers' Compensation Act.

1605

### Section 9 - Department Physician

The City of Auburn may retain a department designated physician to be the primary contact for all work-related injuries, to oversee the Respiratory Fitness Program and for other situations when in the judgment of the Fire Chief, medical consultation regarding a firefighter's fitness for duty is needed.

1610

In recognition of the essential job functions, which require the firefighter to be in good physical condition, the City and the firefighter have mutual interest in the firefighter's overall health and well-being. Firefighters are strongly encouraged to have regular exams on a schedule set forth by their primary care physician and to discuss with their primary care physician the physical demands of their profession. The City offers a comprehensive health insurance package, as well as an Employee Assistance Program and Wellness related programs, which defray the costs of annual medical exams and follow-up treatment.

1615

1620

### Section 10 - Substance Abuse Testing Program

The City of Auburn and Local 797 will reach agreement on all sections of the Substance Abuse Testing Policy for firefighters before it is submitted to the Department of Labor for approval. If the Substance Abuse Testing Policy is found not to be in compliance with state statutes, the City and the Union agree to reopen the contract for purposes of renegotiating only those specific sections of the Substance Abuse Testing Policy found not to be in compliance. These sections will be resubmitted to the Department of Labor for approval.

1625

1630

No substance abuse test will be administered until the Substance Abuse Testing Policy for firefighters (attached as an addendum to this contract) has been approved by the Department of Labor and all regulations pertaining to implementation have been met.

1635

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



### Section 11 - General Safety

1640 The Health and Safety Team will continue to consider and make recommendations on safety issues.

### Section 12 – Vaccination Requirements

1645 In accordance with Maine EMS rules Chapter 21 “Immunization Requirements”, the city must require that a Covered Emergency Medical Services Person provide to the City, a Certificate of Immunization or documentation of an Exemption pertaining to COVID 19 and Influenza. The intent of this article is to ensure that both the City and the employees remain in compliance with this Maine EMS Mandate.

1650 Per Maine EMS, “Covered Emergency Medical Services Person” means an advanced emergency medical services person, a basic emergency medical services person or any person licensed by this board who routinely provides Direct Patient Care. For the purposes of this definition, EMS students that provide Direct Patient Care are Covered Emergency Medical Services Persons.

1655 Employees that meet the definition of “Covered Emergency Medical Service Person” are required to meet the vaccination requirements and to provide proof to the Deputy Chief, of such vaccinations or an exemption as described in the rule.

1660 Compliance with the vaccination rule is a condition of employment. An employee found to be in non-compliance with this rule will be given a one time, thirty (30) day period, to come into compliance. During this 30-day period the firefighter will be required to find voluntary alternate ride assignments if currently assigned to a rescue. The department expects all licensed uniformed firefighters to provide patient care. Failure to come into compliance may result in  
1665 termination.

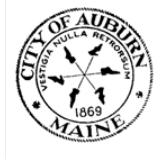
Firefighters required to receive vaccination or boosters off duty will be compensated at the firefighter’s overtime rate.

1670 If an employee should experience any signs or symptoms that prevent them from working within 72 hours of receiving a vaccination or booster shot, on or off duty, the firefighter shall be allotted administrative leave until signs and symptoms cease.  
As with any workplace injury, the employee may report suspected illness or injury resulting from vaccination. Such report will be processed through the normal Workers Compensation Claims  
1675 process.

Any firefighter that elects to separate from the department rather than meet the COVID and Influenza vaccination requirements as defined by the rule, will be allotted all benefits of separation under Article XVII-Separation from the Department.  
1680

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



If upon implementation of this vaccination requirement, any current employee elects not to receive the vaccinations to become compliant with the rule, and is separated from the Fire Department, for one year the employee will be considered for any city position that the employee may be eligible for.

1685

### **ARTICLE XVII - Separation from Department**

#### Section 1 - Retirement

1690 The members of the Auburn Fire Department participate in the Maine Public Employees  
Retirement System Consolidation Plan -- Special Plan II. Effective 7/1/14, the City will  
implement MePERS Special Plan 3C (two-thirds pension at 25 years with no minimum age) for  
those firefighters who have less than 25 years of service with the Department. Firefighters with  
25 years of service or more at the time of implementation of Special Plan 3C will not be eligible  
1695 for Special Plan 3C.

The City will implement a In Service Retirement Program for Firefighters who reach 25  
years of service in the MePERS on 7/1/14 or later. Participants in the In-Service Retirement  
Program will retire in order to draw his/her pension and will remain employed for up to five  
1700 additional years or upon reaching thirty (30) years of service as defined by MePERS.

At the completion of the Firefighter's twenty fourth (24<sup>th</sup>) year as determined by  
MePERS, the Firefighter will declare his/her intention to participate in the In-Service Retirement  
Program when eligible and will state his/her intentions to the Fire Chief or his/her designee. The  
1705 Firefighter may opt into the In-Service Retirement Program at any time after attaining 25 years  
of service, however, may participate in the plan until he/she reaches 30 years of total service.

The firefighter in the In-Service Retirement Program will cash out all accrued vacation  
time and all accrued sick time as per this article. Firefighters may reserve 48 hours of sick leave  
1710 from being cashed out. This sick time may be retained and used as a starting sick leave balance  
upon participation in the In-Service Retirement Program. Firefighters must state in writing to the  
Office Manager that they want to reserve this sick time from being cashed out prior to the final  
submission of the termination forms and cash-out is submitted to the Finance Department. The  
Firefighter understands that any sick leave hours held in reserve and not cashed out may  
1715 negatively affect his/her pension through Maine Public Employees Retirement System. It is  
his/her responsibility to thoroughly understand any potential impacts. During the five years that  
the firefighter works under the In-Service Retirement Program, the firefighter will accrue  
vacation and sick time, but will be entitled to cash-out only accrued but unused vacation leave.  
Firefighters who retire and participate in the In-Service Program who have more than 1440 hours

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1720 of accrued sick leave at retirement will put the excess hours over 1440 into a “lapsed sick leave”  
account. The use of the lapsed sick leave account is for the sole purpose of covering the  
firefighter’s extended absences of more than 3 weeks and for conditions that would be covered  
by the City’s Family and Medical Leave policy. The lapsed sick leave account is for the  
firefighter’s own personal absence as a result of illness or accident and is not intended to be  
1725 transferred to a sick bank for any other firefighter or City employee.

The City will share the savings generated from not making employer contributions to  
MePERS with the Firefighter on the In-Service Retirement Program on a 50/50 basis, with the  
savings for the firefighter to be paid to a supplemental retirement fund or a Retirement Health  
1730 Savings Account.

### Section 2 - Vacation Cash-out

If a firefighter separates from the department with accrued and unused vacation hours,  
1735 he/she will be entitled to “cash out” the unused vacation hours according to the following  
parameters:

1. Up to 350 hours.
- 1740 2. Up to 480 hours if on OJI or extended sick leave.

Upon separation, if the firefighter’s vacation bank is in the negative, the hours will be  
deducted from the firefighter’s last paycheck.

1745 For purposes of “cashing out” unused vacation time, each period/week of vacation time  
shall be calculated as being equivalent to forty-two hours at the firefighters’ regular rate of pay.  
A vacation hour is equivalent to .875 pay hours (48 times .875 equals 42 hours at regular rate of  
pay.

### Section 3 – Cash out of Accrued Sick Leave

With the exception of a voluntary election for those firefighters participating in the In-  
Service Retirement Program, one-half (1/2) of the accumulated sick leave, subject to a maximum  
of 720 hours, shall be paid the firefighter upon involuntary separation or retirement, resignation  
1755 with ten (10) years or more of service with the City of Auburn. In the event of a non-work-  
related death of a firefighter, 50% of the accrued sick leave up to a maximum of 720 hours will  
be paid to the firefighter’s beneficiaries. In the event that a firefighter dies in the line of duty,  
100% of the firefighter's accumulated sick leave will be paid to the firefighter's beneficiary. The

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1760 City's obligations in this regard shall be satisfied by payment, in the discretion of the Manager, to the deceased's estate, his/her administrator or executor, or his/her widow/widower or children, or other person(s) designated in writing by the deceased.

### Section 4 - Compensatory Time

1765 Any accrued but unused compensatory time will be paid to the firefighter upon separation from the department.

### Section 5 - Uniform Reimbursement

1770 The balance in the uniform reimbursement account will be paid in cash in the event of the firefighter's separation from service (retirement, resignation etc.). Any cash payment from this account will be taxed. All firefighters retiring or entering the DROP Program during the term of this contract shall receive the accrued balance of the clothing allowance. All others will have two (2) years (until June 30, 2016) to spend down the balance to meet the two-year maximum  
1775 balance.

Upon termination of employment, the department member shall reimburse the City for that portion of the clothing allowance paid but not earned. The earned portion of clothing allowance shall consist of the number of months in the final year of employment that a person  
1780 has been on duty. In this instance, "on duty" refers to separation date from the department.

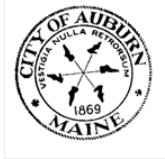
### Section 6 - Lay-offs

**Lay-off** – In the event it becomes necessary for the City to lay-off firefighters for any  
1785 reason(s), the firefighters shall be laid off in the inverse order of seniority by rank. Any officer selected to be laid off may elect to accept a reduction in rank in which case the least senior member of the Department in the next lowest rank shall be laid off or reduced in rank if a lower rank is available. Any officer electing to accept a reduction in rank in lieu of a proposed lay-off must be qualified as determined by the Fire Chief to assume the duties of the new position. If  
1790 there is a conflict between seniority during a lay-off and assignment of paramedics in accordance to Section 2-5 EMT Assignments, Section 2-5 of the contract shall have precedence.

In the event the Department must make deep personnel cuts which result in lay-off of 50% of the firefighters, the Fire Chief will have complete discretion as to who will be laid off as  
1795 long as he/she can demonstrate the reasons for his/her selections. Continuous time in the Department will be given the utmost consideration when these selections are made.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



If possible, the City will provide a two-week notice to the firefighters affected by the lay-offs.

**Recall** – The firefighters who are laid off shall be placed on a recall list for a period of two years. Firefighters who are reduced in rank will be placed on a reinstatement list. If there is a recall, firefighters who are on the recall list shall be recalled or reinstated to their original rank in the inverse order of their lay-off or reduction in rank provided that they are presently qualified to perform the duties as determined by the Chief. The firefighters will be required maintain all certifications for the position and to take a pre-employment medical exam, substance abuse test and physical agility test to determine if he/she is physically fit to perform the essential job functions of the job. It is the responsibility of the firefighter to provide the Fire Department and the Human Resources Department with a current address and telephone number. Notice of recall will be sent to the firefighter by certified mail. The firefighter has ten (10) working days to respond to the recall notice.

No new firefighters will be hired within this one-year period unless all the laid-off firefighters have been afforded the recall.

### **ARTICLE XVIII - Miscellaneous Provisions**

#### Section 1 - Uniform Reimbursement Policy

The City will establish a reimbursable uniform account similar to the Wellness Account. An amount equal to the following amounts will be credited to the firefighter on July 1<sup>st</sup> of each year:

Probationary and Permanent Firefighter – \$485.

Captain -- \$510.00

Battalion Chief -- \$510.00

In addition to the above, the City will purchase full dress uniforms for those members of the department required to wear such uniforms at any time. The City will reimburse the firefighter \$100.00 toward the purchase of a new uniform jacket on a one-time basis only.

a. Procedures for submitting bills: The firefighter will purchase the uniforms as per the attached list and then submit the receipts to the AFD administrative office personnel. The administrative personnel will forward the receipts to the Finance Department for reimbursement to the firefighter.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



b. Accrual: The entire uniform credit does not have to be drawn down completely each year. Effective 6/30/16, the Firefighter may carryover the value of one year's uniform allowance from one fiscal year to next in order to purchase more expensive uniform items, but in no case may the firefighter's balance in the uniform reimbursement account exceed two years of allowance, except as specifically provided in Article XVII Separation from Department Section 5 Uniform Reimbursement. In April, the City will notify the firefighters of the current balance in the account on order that they may draw down the balance below the maximum two-year allowance. In this way, the firefighter may use the accrual from more than one year to make large infrequent uniform purchases such as structural firefighting boots. The Labor Management Committee will monitor the usage of the uniform reimbursement account. If it appears that firefighters are not drawing down the balance in the accounts over a two to three year period, then the Labor Management Committee will consider the implementation of caps on the maximum amount that can be carried over from one year to the following year (uniform accrual).

c. List of approved uniform items: The firefighter may submit receipts for reimbursement for uniform clothing as specified in the uniform policy in the AFD Employee Handbook. Items purchased through the uniform reimbursement account must meet IRS regulations in order to be tax exempt. This list is subject to change if the Department uniform policy changes. Employees promoted to a higher rank shall receive a one-time uniform allowance of \$200 to cover necessary uniform adjustments or replacements. This allowance shall be issued upon promotion and is not recurring.

### Section 2 – Laundry Service

Effective 7/1/14 the City will discontinue contracted laundry service and firefighter will launder department bed linens, towels, and uniforms at the stations. Firefighters will receive \$100 per firefighter per year to be used toward the purchase of personal bed linens and towels and laundry cleaning supplies. The City will continue to provide and maintain a washer and dryer at each station. The Fire Chief through Labor/Management will establish policy on items to be purchased with this account and the method of purchasing these items.

### Section 3 – Use of Wireless Internet

The City agrees to provide internet access/service in all AFD stations for use by bargaining unit employees consistent with the City's Computer Use and Support Policy.

### Section 4 - Association Meetings



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



The Auburn Firefighters Association shall be permitted to hold regularly scheduled meetings at the Central Fire Station, but substation firefighters shall not be called in by the Association. The Association shall also be permitted to hold four (4) meetings per year at the Central Fire Station at which all units shall be allowed to attend. In addition to the above, the Association shall be granted the right to hold additional meetings at Central Station where such are required solely for the purpose of submitting a proposed collective bargaining agreement to the membership for ratification and to include all units at such meetings. The Chief shall be notified of any such special meetings in advance.

### Section 5 - Discipline

Employees shall only be disciplined or discharged for just cause. The employer shall have the authority to bypass any step in the discipline process that is warranted by the severity of the infraction.

- a. Oral reprimand requires a written record of the oral warning given and the reason(s) therefore. Any documented oral reprimand inserted in the Employee's personnel file shall be removed after a six (6) month period.
- b. Written warning requires written notification, indicating the violation, reason(s) therefore, to the employee with a copy given to the Union President. Any written warning inserted in the Employee's personnel file shall be removed after a two (2) year period with no subsequent offenses.
- c. Written reprimand requires written notification indicating the violation, reason(s) therefore, to the employee with a copy given to the Union President. A written reprimand which has not previously been the subject of a hearing shall not be placed in a member's personnel file unless the member is first given the opportunity to see a copy of the reprimand. Within five (5) days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he/she shall also include the reply. Two years after the incident, a firefighter may submit a request to the Chief that single incidents be purged from his/her file, such request to be determined by a three-member committee composed of: The City Manager or designee, the Chief of the Fire Department, and the Association President or designee (who shall serve on the committee only at the request of the individual).
- d. Suspension/Demotion requires written notification, indicating the violation, reason(s) and dates of suspension, demotion, probation, to the employee with a copy given to the Union President.
- e. Discharge requires written notification, indicating the violation, reason(s) and dates of suspension, demotion, probation, to the employee with a copy given to the Union President.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



If the Employer has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the employee before other Employees or the public. Any disciplinary action or measure will be governed according to Fire Department Rules and Regulations. Such discipline may be processed as a grievance through the regular grievance procedure.

### Section 6 - Indemnity

The City agrees to protect, save harmless, and indemnify a firefighter from and against all fines, penalties, loss, damage, cost and expense suffered or sustained by him/her or for which he/she may be held or become liable by reason or injury, including death, to persons or property, or other causes whatsoever, in the event an attempt should be made to hold him/her liable therefore in connection with the performance of his/her duties as a firefighter, including, without limitation on the foregoing, the operation of Fire Department vehicles and apparatus.

### Section 7 - Residence of Firefighters

Firefighters may live in any location. The lack of a residency requirement may be re-evaluated in terms of impact on the department.

### Section 8 - Jury Duty and Court Appearances

Requirements of jury duty for firefighters shall be as outlined in the Administrative Manual of the City of Auburn, however, if the firefighter is excused by the court for any reason, he/she shall be required to return promptly thereafter unless the time of release is less than one hour of the time the firefighter tour of duty is scheduled to end.

Fire Department personnel covered by this Agreement required to make an off-duty attendance at court for purposes directly related to their work as Auburn Firefighters shall receive a minimum of three (3) hours pay at his/her regular base hourly rate for each such attendance or time and one-half (1 1/2) his/her regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by firefighters for attendance at any court or official hearing while on duty or if called while off-duty for a work-related matter shall be paid to the City.

## ARTICLE XIX - Fire Prevention Officer

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



1955 The City recognizes the Fire Prevention Officer's (FPO) critical role in ensuring community safety through fire prevention, code enforcement, and public education. To maintain compliance with national and state fire codes and best practices, the City may fund the FPO's professional development, including relevant conferences, certification courses, continuing education, and specialized training. Investment in the FPO's education enhances fire prevention efforts and safeguards the community.

1960 NFPA Standards and Rules as it applies to inspections, reference, enforcement, and review as it pertains to plans review, building, construction and code enforcement may be conducted by planning/code enforcement staff.

1965 The Fire Prevention Officer will be paid according to the attached wage schedule. The Fire Prevention Officer's evaluation will be conducted on his/her anniversary date of hire.

The Fire Prevention Officer will be entitled to the same tuition and books reimbursement as provided to other firefighters.

1970 The Fire Prevention Officer will work the administrative work schedule -- 8:00 a.m. to 4:30 p.m. Monday through Friday.

Flextime –

1975 The purpose of flex time is to allow some flexibility in the FPO's work schedule so that he/she can more effectively meet the demands of his/her job that occur outside normal business hours.

1980 Flextime will not be awarded on a strict hour for hour basis; rather, the Chief and the FPO will meet after the event to determine how much flextime is appropriate.

The FPO will make every attempt to submit a verbal request for flextime off to the Chief as soon as possible so that administration can plan for the absence of the FPO.

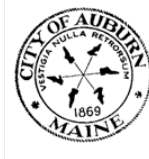
1985 Flextime and overtime for the Fire Prevention Officer shall be approved by the Fire Chief. In the Chief's absence, approval shall be granted by the Deputy Chief.

Overtime –

1990 Overtime will be paid to the FPO at the rate of 1 and ½ times his/her normal rate of pay. A minimum of 3 hours of overtime will be paid when he/she is called before 7:00 am or after

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



4:30 pm on a normal working day, or for fire investigations occurring anytime during normally scheduled off duty time. The FPO will be compensated at the OT rate only for actual hours worked on all other call back situations.

1995

Overtime will be paid in the event that the Police Department, Chief, Deputy Chief, or an Acting/Battalion Chief requests that the FPO attend an emergency event outside his normal work schedule.

2000

Upon receiving such a request, the FPO will make every attempt to contact the requestor and either resolve the issue over the phone or confirm that it is a situation that requires his attendance.

2005

A brief written explanatory report will be submitted to the Deputy Chief along with a request for overtime payment. Upon approval, this will be forwarded to the Office Manager for payroll processing.

2010

Should the situation in fact turn out not to warrant the presence of the FPO, this will be included in a brief report specified in #4 and appropriate action will be taken to educate the person who made the errant request.

Overtime pay will not be withheld from the FPO in the event of an unnecessary request so long as the FPO complies with item 3.

2015

The Fire Prevention Officer will receive the following holidays off with no additional compensation:

2020

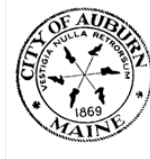
- |                          |                                        |
|--------------------------|----------------------------------------|
| 1. New Year's Day        | 8. Columbus /Indigenous Peoples' Day   |
| 2. Washington's Birthday | 9. Veteran's Day                       |
| 3. Patriot's Day         | 10. Thanksgiving Day and the day after |
| 4. Memorial Day          | 11. Christmas Day                      |
| 5. Juneteenth            | 12. Martin Luther King Day             |
| 6. Independence Day      | 13. Any one-time national holiday      |
| 7. Labor Day             | mandated by the President and          |
|                          | observed by another Auburn City        |
|                          | Departments                            |

2025

He/she will receive one personal day per contract year.

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



2030           Vacation accrual for the Fire Prevention Officer will be as follows: One day per month; 15 days per year after completion of the fifth year of employment; 20 days per year after completion of the 12th year of employment. The Fire Prevention Officer may accumulate, up to a maximum of 30 days.

2035           The Fire Prevention Officer will accumulate one sick day (7.5 hours) per month up to a maximum of 150 days. The Fire Prevention Officer may cash out one half of accumulated sick leave up to a maximum of 75 days conditional upon him/her having 10 or more years of employment with the City of Auburn.

2040           The Fire Prevention Officer may also take Wellness Days, if earned through the City's Wellness Program. He must schedule Wellness Days off through the Deputy Fire Chief.

              The Fire Prevention Officer will annually be credited with \$510 in the uniform reimbursement account.

2045

### **ARTICLE XX - Duration of the Contract**

              This agreement shall be effective upon execution and shall continue in force and in effect from July 1, 2025 until June 30, 2028. The provisions hereof shall remain in effect after that  
2050   termination date if the parties are engaged in collective bargaining, mediation, fact-finding, or interest arbitration pursuant to the Maine Public Employees Labor Relations Act, or legal action relating thereto. No interest arbitration decision shall be given retroactive effect unless it is determined by reference to the facts and circumstances surrounding the negotiation that retroactive application would be just. In that case, the decision shall be made retroactive to the  
2055   extent State law gives the arbitrator the power to make it so.

### **ARTICLE XXI - Inconsistent Rules, Regulations and Ordinances**

              The City may adopt such rules, regulations, ordinances, or charter provisions as it deems  
2060   necessary for the operation of the Fire Department and the conduct of its employees, provided such rules do not conflict with any of the provisions of this Agreement. Any disagreements between the City and the Association as to whether or not a particular rule, regulation, ordinance conflicts with this Agreement shall be resolved by the arbitration procedure as outlined in Article XII of the Collective Bargaining Agreement.

2065

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



To the extent any rule, regulation, or ordinance is found to be inconsistent with this Collective Bargaining Agreement, this Collective Bargaining Agreement shall prevail to the extent of the inconsistency.

2070 The President of the Association shall receive a copy of all departmental orders and notices and copies of proposed changes in the Administration Manual.

### ARTICLE XXII - Active Agreement

2075 The contract may be changed during the term of this agreement when (1) the members of the Labor Management Committee have reached consensus and agreed to discuss any particular change(s) in the contract; and (2) the Union and the City Council have voted to make the change that was discussed and is being proposed by the Labor Management Committee.

### 2080 ARTICLE XXIII - Savings Clause

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

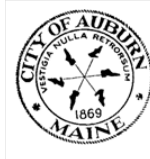
2090

2095

2100

# CITY OF AUBURN

**Auburn Firefighters Association  
Local No. 797**



**IN WITNESS WHEREOF**, the City of Auburn has caused its corporate seal to be affixed to this instrument, and has caused this instrument to be signed for it and in the name of its appropriate municipal authorities and by its duly authorized officials as set forth below, and Auburn Firefighters Association, Local No. 797, of the International Association of Firefighters, A.F.L.-C.I.O. has caused this instrument to be signed by its President, thereunto duly authorized, on the date first above mentioned.

Witnesses: City of Auburn

By: \_\_\_\_\_

Phil Crowell  
Its City Manager

Auburn Firefighters Association, Local  
797 of the International Association of  
Firefighters A.F.L.-C.I.O.

By: \_\_\_\_\_

Tyler Arsenault  
Its President



## **Appendix A - Health Promotion Program**

2135           The program seeks voluntary participation in a health promotion and health care management system which focuses primarily on prevention activities. The goals include:

- To improve the health of each employee, through a personal risk assessment, continual education, and personal wellness plans;
- 2140   • By employees being actively involved in their overall healthcare and by focusing on prevention, the use of higher cost medical services may decline which will result in long term savings in health insurance premiums;
- To reward employees and their dependents for healthy behavior.

### 2145   Health Risk Analysis and Education

          The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's  
2150   primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and proper body weight. The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City  
2155   will not have access to individual's health risk analysis.

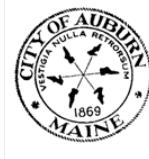
          A health care educator will be assigned and responsible to work with each and every member that signs up for the program (dependents are not required but are encouraged to participate in the program). These educators will work to establish the base line for health risk  
2160   factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

          After the initial consultation, each member will receive at least one additional face-to-  
2165   face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.



# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



2170 The City, after consultation with the Health Care Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

2175 Health Care Advisory Team

The City's Wellness Team will meet regularly to assist in recommending health-related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. There will be at least one fire fighter on the team. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping them apprised of ongoing health care issues.

2185 Health Care Management Proposal

Except as stated in Article XVII Section 1 Separation From Department, the insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective January 1, 2021. The program's implementation date is July 1, 2021. During the first year of the program employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After January 1, 2022, employees are expected to meet the specific goals by utilizing their 'best efforts' as established by the Health Care Educators to obtain the full 10% savings.

2195 

- Health Promotion Program and Health Insurance Cost Share

The employee cost share for firefighters who do not participate in the Health Promotion Program will be 25%. Employees who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee and the City. As such, an employee who makes a 'best effort' but falls short of fully meeting their goals will not be penalized, providing, however, that the following three criteria are met:

- 2205
- a. the employee has participated in the Health Risk Assessment;
  - b. has made reasonable progress and improvement since the last measurement;

# CITY OF AUBURN

## Auburn Firefighters Association Local No. 797



- c. has been recommended by their health care provider/educator as having made their 'best effort'.

2210

The City will meet and discuss with the Union in all cases it deems an employee to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other employee.

2215

At all times, the employee Primary Care Physician (PCP) shall be responsible for establishing and /or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee's PCP shall

2220

have final say in re-determining and/or modifying previously established goals.

### Cafeteria Benefit Plan Options

2225

The City will contribute \$650 to the Cafeteria Benefit Plan, of which the Flexible Spending Account is an option. Effective July 1, 2026, the City contribution to the Cafeteria Benefit Plan will increase to \$800. The Flexible Spending Account can be used for office visit co-payments, lab work, diagnostic testing, prescriptions and other medicals. A firefighter may elect to put money from the Cafeteria Benefit into the Flex Spending Account and may increase the amount in the account by making additional contributions through payroll deductions. All

2230

money must meet the standards set by the IRS. Additionally, firefighters may cash out up to 48 hours of accrued time (sick or vacation) to the Cafeteria Benefit Plan, to be used towards the Flexible Spending Account or any other option on the plan.

### Wage Schedule

2235

Please see the attached Fire Fighter and Fire Prevention Officer Wage Schedules dated July 1, 2025 to June 30, 2028.

## FIRE FIGHTER WAGE SCHEDULE July 1, 2025-June 30, 2026

1.04 Inc.		ENTRY	1st Anniv	2nd Anniv	3rd Anniv	4th Anniv	5th Anniv	6th Anniv	7th Anniv	8th Anniv	9th Anniv	10th Anniv	11th Anniv	12th Anniv	13th Anniv	14th Anniv	15th Anniv
PRIVATES	Annual	\$51,736.70	\$51,736.70	\$51,736.70	\$51,736.70	\$51,736.70	\$53,288.80	\$54,887.47	\$56,534.09	\$58,230.12	\$59,977.02	\$61,776.33	\$63,629.62	\$65,538.51	\$67,504.66	\$67,504.66	\$69,529.80
	Weekly	\$994.94	\$994.94	\$994.94	\$994.94	\$994.94	\$1,024.78	\$1,055.53	\$1,087.19	\$1,119.81	\$1,153.40	\$1,188.01	\$1,223.65	\$1,260.36	\$1,298.17	\$1,298.17	\$1,337.11
	Hourly	\$23.6890	\$23.6890	\$23.6890	\$23.6890	\$23.6890	\$24.3996	\$25.1316	\$25.8856	\$26.6621	\$27.4620	\$28.2859	\$29.1344	\$30.0085	\$30.9087	\$30.9087	\$31.8360
PVT/BASIC	Annual	\$54,867.26	\$54,867.26	\$54,867.26	\$54,867.26	\$54,867.26	\$56,419.36	\$58,018.03	\$59,664.65	\$61,360.67	\$63,107.58	\$64,906.89	\$66,760.18	\$68,668.82	\$70,635.17	\$70,635.17	\$72,660.09
	Weekly	\$1,055.14	\$1,055.14	\$1,055.14	\$1,055.14	\$1,055.14	\$1,084.99	\$1,115.73	\$1,147.40	\$1,180.01	\$1,213.61	\$1,248.21	\$1,283.85	\$1,320.55	\$1,358.37	\$1,358.37	\$1,397.31
	Hourly	\$25.1224	\$25.1224	\$25.1224	\$25.1224	\$25.1224	\$25.8330	\$26.5650	\$27.3190	\$28.0955	\$28.8954	\$29.7193	\$30.5678	\$31.4418	\$32.3421	\$32.3421	\$33.2693
PVT/INTERMEDIATE	Annual	\$56,431.61	\$56,431.61	\$56,431.61	\$56,431.61	\$56,431.61	\$57,983.72	\$59,582.38	\$61,229.00	\$62,925.03	\$64,671.93	\$66,471.24	\$68,324.53	\$70,233.46	\$72,199.64	\$72,199.64	\$74,224.66
	Weekly	\$1,085.22	\$1,085.22	\$1,085.22	\$1,085.22	\$1,085.22	\$1,115.07	\$1,145.81	\$1,177.48	\$1,210.10	\$1,243.69	\$1,278.29	\$1,313.93	\$1,350.64	\$1,388.45	\$1,388.45	\$1,427.40
	Hourly	\$25.8387	\$25.8387	\$25.8387	\$25.8387	\$25.8387	\$26.5493	\$27.2813	\$28.0353	\$28.8118	\$29.6117	\$30.4355	\$31.2841	\$32.1582	\$33.0584	\$33.0584	\$33.9857
PVT/PARAMEDIC	Annual	\$62,575.40	\$62,575.40	\$62,575.40	\$62,575.40	\$62,575.40	\$64,127.50	\$65,726.17	\$67,372.79	\$69,068.81	\$70,815.72	\$72,615.03	\$74,468.32	\$76,376.89	\$78,343.04	\$78,343.04	\$80,368.29
	Weekly	\$1,203.37	\$1,203.37	\$1,203.37	\$1,203.37	\$1,203.37	\$1,233.22	\$1,263.96	\$1,295.63	\$1,328.25	\$1,361.84	\$1,396.44	\$1,432.08	\$1,468.79	\$1,506.60	\$1,506.60	\$1,545.54
	Hourly	\$28.6517	\$28.6517	\$28.6517	\$28.6517	\$28.6517	\$29.3624	\$30.0944	\$30.8483	\$31.6249	\$32.4248	\$33.2486	\$34.0972	\$34.9711	\$35.8714	\$35.8714	\$36.7987

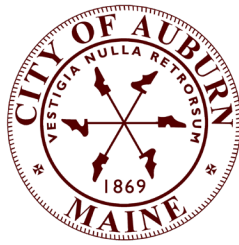
Payroll Schedule - Fire Department															
		Monthly Payroll Summary (USD)													
Job Title	Frequency	January				February				March				Total Annual	
		Base Salary	Overtime	Benefits	Taxes	Base Salary	Overtime	Benefits	Taxes	Base Salary	Overtime	Benefits	Taxes	Gross Total	Net Total
LIEUTENANTS	Annual	\$55,377.90	\$57,039.24	\$58,750.41	\$60,512.92	\$62,328.31	\$64,198.16	\$66,124.11	\$68,107.83	\$70,151.07	\$72,255.60	\$74,423.26	\$76,655.96	\$76,655.96	\$78,955.64
	Weekly	\$1,064.96	\$1,096.91	\$1,129.82	\$1,163.71	\$1,198.62	\$1,234.58	\$1,271.62	\$1,309.77	\$1,349.06	\$1,389.53	\$1,431.22	\$1,474.15	\$1,474.15	\$1,518.38
	Hourly	\$25.3562	\$26.1169	\$26.9004	\$27.7074	\$28.5386	\$29.3948	\$30.2766	\$31.1849	\$32.1205	\$33.0841	\$34.0766	\$35.0989	\$35.0989	\$36.1519
LT/BASIC	Annual	\$58,508.46	\$60,169.79	\$61,880.97	\$63,643.48	\$65,458.87	\$67,328.72	\$69,254.67	\$71,238.39	\$73,281.62	\$75,386.16	\$77,553.64	\$79,785.84	\$79,785.84	\$82,086.06
	Weekly	\$1,125.16	\$1,157.11	\$1,190.02	\$1,223.91	\$1,258.82	\$1,294.78	\$1,331.82	\$1,369.97	\$1,409.26	\$1,449.73	\$1,491.42	\$1,534.34	\$1,534.34	\$1,578.58
	Hourly	\$26.7896	\$27.5503	\$28.3338	\$29.1408	\$29.9720	\$30.8282	\$31.7100	\$32.6183	\$33.5539	\$34.5175	\$35.5099	\$36.5320	\$36.5320	\$37.5852
LT/INTERMEDIATE	Annual	\$60,072.81	\$61,734.15	\$63,445.32	\$65,207.84	\$67,023.22	\$68,893.07	\$70,819.02	\$72,802.74	\$74,845.98	\$76,950.51	\$79,118.27	\$81,351.04	\$81,351.04	\$83,650.58
	Weekly	\$1,155.25	\$1,187.20	\$1,220.10	\$1,254.00	\$1,288.91	\$1,324.87	\$1,361.90	\$1,400.05	\$1,439.35	\$1,479.82	\$1,521.51	\$1,564.44	\$1,564.44	\$1,608.67
	Hourly	\$27.5059	\$28.2666	\$29.0501	\$29.8571	\$30.6883	\$31.5444	\$32.4263	\$33.3346	\$34.2701	\$35.2337	\$36.2263	\$37.2486	\$37.2486	\$38.3015
LT/PARAMEDIC	Annual	\$66,216.60	\$67,877.93	\$69,589.11	\$71,351.62	\$73,167.01	\$75,036.86	\$76,962.81	\$78,946.53	\$80,989.76	\$83,094.30	\$85,261.76	\$87,494.49	\$87,494.49	\$89,794.25
	Weekly	\$1,273.40	\$1,305.34	\$1,338.25	\$1,372.15	\$1,407.06	\$1,443.02	\$1,480.05	\$1,518.20	\$1,557.50	\$1,597.97	\$1,639.65	\$1,682.59	\$1,682.59	\$1,726.81
	Hourly	\$30.3190	\$31.0796	\$31.8631	\$32.6702	\$33.5014	\$34.3575	\$35.2394	\$36.1477	\$37.0832	\$38.0468	\$39.0393	\$40.0616	\$40.0616	\$41.1146

CAPTAINS	Annual	\$61,443.47	\$63,286.78	\$65,185.38	\$67,140.94	\$69,155.17	\$71,229.82	\$73,366.72	\$75,567.72	\$77,834.75	\$80,169.79	\$82,574.89	\$85,052.14	\$85,052.14	\$87,603.70
	Weekly	\$1,181.61	\$1,217.05	\$1,253.56	\$1,291.17	\$1,329.91	\$1,369.80	\$1,410.90	\$1,453.23	\$1,496.82	\$1,541.73	\$1,587.98	\$1,635.62	\$1,635.62	\$1,684.69
	Hourly	\$28.1335	\$28.9775	\$29.8468	\$30.7422	\$31.6645	\$32.6144	\$33.5928	\$34.6006	\$35.6386	\$36.7078	\$37.8090	\$38.9433	\$38.9433	\$40.1116
CAPT/BASIC	Annual	\$64,574.03	\$66,417.34	\$68,315.94	\$70,271.50	\$72,285.73	\$74,360.38	\$76,497.28	\$78,698.28	\$80,965.31	\$83,300.35	\$85,705.25	\$88,182.71	\$88,182.71	\$90,734.05
	Weekly	\$1,241.81	\$1,277.26	\$1,313.77	\$1,351.37	\$1,390.11	\$1,430.01	\$1,471.10	\$1,513.43	\$1,557.03	\$1,601.93	\$1,648.18	\$1,695.82	\$1,695.82	\$1,744.89
	Hourly	\$29.5669	\$30.4109	\$31.2802	\$32.1756	\$33.0979	\$34.0478	\$35.0262	\$36.0340	\$37.0720	\$38.1412	\$39.2423	\$40.3767	\$40.3767	\$41.5449
CAPT/INTERMEDIATE	Annual	\$66,138.38	\$67,981.69	\$69,880.29	\$71,835.85	\$73,850.08	\$75,924.74	\$78,061.63	\$80,262.63	\$82,529.66	\$84,864.71	\$87,269.87	\$89,747.13	\$89,747.13	\$92,298.50
	Weekly	\$1,271.89	\$1,307.34	\$1,343.85	\$1,381.46	\$1,420.19	\$1,460.09	\$1,501.19	\$1,543.51	\$1,587.11	\$1,632.01	\$1,678.27	\$1,725.91	\$1,725.91	\$1,774.97
	Hourly	\$30.2831	\$31.1271	\$31.9965	\$32.8919	\$33.8141	\$34.7641	\$35.7425	\$36.7503	\$37.7883	\$38.8575	\$39.9587	\$41.0930	\$41.0930	\$42.2612
CAPT/PARAMEDIC	Annual	\$72,282.17	\$74,125.47	\$76,024.08	\$77,979.64	\$79,993.87	\$82,068.52	\$84,205.42	\$86,406.42	\$88,673.45	\$91,008.49	\$93,413.34	\$95,890.55	\$95,890.55	\$98,442.11
	Weekly	\$1,390.04	\$1,425.49	\$1,462.00	\$1,499.61	\$1,538.34	\$1,578.24	\$1,619.33	\$1,661.66	\$1,705.26	\$1,750.16	\$1,796.41	\$1,844.05	\$1,844.05	\$1,893.12
	Hourly	\$33.0962	\$33.9402	\$34.8096	\$35.7050	\$36.6272	\$37.5772	\$38.5556	\$39.5634	\$40.6014	\$41.6706	\$42.7717	\$43.9059	\$43.9059	\$45.0742

BATTALLION CHIEFS	Annual	\$70,432.94	\$72,545.93	\$74,722.31	\$76,963.97	\$79,272.89	\$81,651.08	\$84,100.61	\$86,623.63	\$89,222.34	\$91,899.01	\$94,655.98	\$94,655.98	\$97,495.66
	Weekly	\$1,354.48	\$1,395.11	\$1,436.97	\$1,480.08	\$1,524.48	\$1,570.21	\$1,617.32	\$1,665.84	\$1,715.81	\$1,767.29	\$1,820.31	\$1,820.31	\$1,874.92
	Hourly	\$32.2495	\$33.2170	\$34.2135	\$35.2399	\$36.2971	\$37.3860	\$38.5076	\$39.6628	\$40.8527	\$42.0783	\$43.3407	\$43.3407	\$44.6409
BC/BASIC	Annual	\$73,563.50	\$75,676.49	\$77,852.86	\$80,094.53	\$82,403.45	\$84,781.64	\$87,231.17	\$89,754.19	\$92,352.90	\$95,029.36	\$97,786.53	\$97,786.53	\$100,625.94
	Weekly	\$1,414.68	\$1,455.32	\$1,497.17	\$1,540.28	\$1,584.68	\$1,630.42	\$1,677.52	\$1,726.04	\$1,776.02	\$1,827.49	\$1,880.51	\$1,880.51	\$1,935.11
	Hourly	\$33.6829	\$34.6504	\$35.6469	\$36.6733	\$37.7305	\$38.8194	\$39.9410	\$41.0962	\$42.2861	\$43.5116	\$44.7741	\$44.7741	\$46.0741
BC/INTERMEDIATE	Annual	\$75,127.85	\$77,240.84	\$79,417.22	\$81,658.89	\$83,967.81	\$86,345.99	\$88,795.52	\$91,318.54	\$93,917.25	\$96,593.97	\$99,350.92	\$99,350.92	\$102,190.32
	Weekly	\$1,444.77	\$1,485.40	\$1,527.25	\$1,570.36	\$1,614.77	\$1,660.50	\$1,707.61	\$1,756.13	\$1,806.10	\$1,857.58	\$1,910.59	\$1,910.59	\$1,965.20
	Hourly	\$34.3992	\$35.3667	\$36.3632	\$37.3896	\$38.4468	\$39.5357	\$40.6573	\$41.8125	\$43.0024	\$44.2280	\$45.4903	\$45.4903	\$46.7904
BC/PARAMEDIC	Annual	\$81,271.64	\$83,384.63	\$85,561.00	\$87,802.67	\$90,111.59	\$92,489.78	\$94,939.31	\$97,462.33	\$100,061.04	\$102,737.42	\$105,494.28	\$105,494.28	\$108,333.82
	Weekly	\$1,562.92	\$1,603.55	\$1,645.40	\$1,688.51	\$1,732.92	\$1,778.65	\$1,825.76	\$1,874.28	\$1,924.25	\$1,975.72	\$2,028.74	\$2,028.74	\$2,083.34
	Hourly	\$37.2123	\$38.1798	\$39.1763	\$40.2027	\$41.2599	\$42.3488	\$43.4704	\$44.6256	\$45.8155	\$47.0409	\$48.3032	\$48.3032	\$49.6034

\*Firefighters must successfully complete performance evaluations in order to receive next higher step on the wage schedule.

Difference																	
Pvt. To Pvt. Basic		\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20
Pvt. Basic to Pvt Int.		\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29
Pvt. Int to Pvt. Para.		\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.43	\$208.43	\$208.43	\$208.43
Lt. To Lt. Basic		\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.19	\$60.19	\$60.20		
Lt. Basic to Lt Int.		\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29		
Lt. Int to Lt. Para.		\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.43	\$208.43	\$208.43	\$208.43		
Capt.. To Capt. Basic		\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20		
Capt. Basic to Capt. Int.		\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.28		
Capt. Int to Capt. Para.		\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.43	\$208.43	\$208.43	\$208.43		
PC. To PC. Basic		\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20			
PC. Basic to PC Int.		\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.29	\$90.28			
PC. Int to PC. Para.		\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.44	\$208.43	\$208.43	\$208.43	\$208.43			



**ORDER 57-06162025**

# City Council Order

## IN CITY COUNCIL

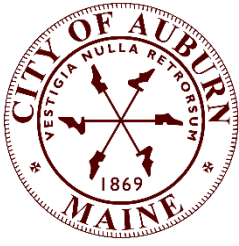
**ORDERED**, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Auburn Firefighters Association, Local 797, International Association of Firefighters, AFL-CIO effective 07/01/2025.

---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDER 58-06162025**

**Author:** Emily F. Carrington, City Clerk

**Subject:** Request to waive \$60 temporary food license fee for concessions stand

---

**Information:** The Age Friendly Community Committee, a city committee, has applied to operate concessions for the Concert Series events to be held weekly in Festival Plaza June 18 through August 20, 2025. Per Chapter 14 of the City's Code of Ordinances (Sec. 14-31), only the City Council may grant a waiver for a license fee. This order requests waiving the \$60 temporary food license fee. Proceeds raised from the sale of concessions items will go to support efforts of the Age Friendly Community Committee.

---

**City Budgetary Impacts:** N/A

---

**Staff Recommended Action:** N/A

---

**Previous Meetings and History:** N/A

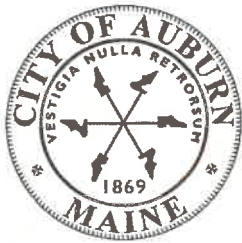
---

**City Manager Comments:** *Philip Crowell Jr.*

---

**Attachments:** ORDER, Waiver Application





City of Auburn  
Office of the City Clerk  
60 Court Street  
Auburn, ME 04210  
207-333-6601

**Application for Waiver of License Fee for Non-Profit Organization**  
§14-31

Name of Organization: Age Friendly Community Committee

Organization Address: 60 Court St, Auburn

Mailing Address (if different from above): \_\_\_\_\_

Contact Phone Numbers: (207) 333-6601

Premises to be licensed: Festival Plaza, Auburn - for  
Concert Series June - August, 2025

Federal or State tax exemption number: \_\_\_\_\_ (Attach certificate or proof of registered non-profit or charitable organization status)

Name and address of present officers:

Name	Address	Title
<u>Age Friendly Committee - Leroy Walker, Chair</u>		

[Signature]  
Authorized Signature  
On behalf of the  
Committee

City Clerk  
Print Name and Title

6/11/2025  
Date

**Municipal Use Only**

Type of License: temp FSE

Amount Waived: \$60



**ORDER 58-06162025**

# City Council Order

IN CITY COUNCIL

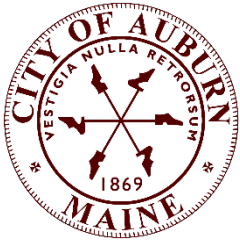
**ORDERED**, that the Temporary Food License Fee (\$60) be waived for the application of the Age Friendly Community Committee concessions stand in Festival Plaza, operating during the Community Concerts events June 18, 2025 through August 20, 2025.

---

**Richard S. Whiting**, Ward One  
**Benjamin J. Weisner**, Ward Four  
**Belinda A. Gerry**, At Large

**Timothy M. Cowan**, Ward Two  
**Leroy G. Walker, Sr.**, Ward Five  
**Jeffrey D. Harmon**, Mayor

**Stephen G. Milks**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 16, 2025

**ORDINANCE 02-06162025**

**Author:** Mayor's Ad-Hoc Committee on Homelessness

**Subject:** Ordinance amendment to create a permanent committee on homelessness

---

**Information:** The proposed ordinance establishes a permanent homelessness committee as recommended by the Mayor's Ad Hoc Committee on Homelessness.

---

**City Budgetary Impacts:** N/A

---

**Staff Recommended Action:** N/A

---

**Previous Meetings and History:** N/A

---

**City Manager Comments:** *Philip Crowell Jr.*

---

**Attachments:** Draft ORDINANCE

## ARTICLE V. - BOARDS, COMMISSIONS AND COMMITTEES

### DIVISION 9. – HOMELESSNESS COMMITTEE

#### Sec. 2-842.11. – Established, membership.

There shall be a homelessness committee, which shall be composed of the following 14 members:

1. A city councilor, nominated by the mayor and appointed by the city council.
2. Nine members to be nominated by the appointment committee and appointed by the city council.
  - a. A representative of an organization providing respite services in the city.
  - b. A representative of an organization providing shelter services in the city.
  - c. A representative of an organization providing housing services in the city.
  - d. A representative of an organization providing addiction services in the city.
  - e. A representative of an organization providing mental health services in the city.
  - f. A representative of an organization providing health care services to the homeless.
  - g. A resident of the city with homeless lived experience.
  - h. Two residents of the city.
3. Members ex officio.
  - a. City public health manager.
  - b. School Department homeless liaison.
  - c. Police chief, or a management level officer designated by the chief.
  - d. Fire chief, or a management level officer designated by the chief.

#### Sec. 2-842.12 - Term of Members.

All appointed members of the homelessness committee, other than the city councilor who shall serve coterminous with their term of office, shall serve staggered three-year terms from the date of their appointment and thereafter until their successors are appointed. At the time the initial appointments are made, the city council shall assign each member to a term with two members appointed to a one-year term; three to a two-year term; and three to a three-year term.

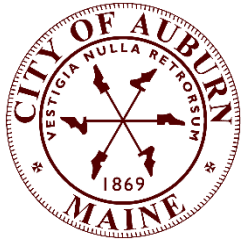
#### Sec. 2-842.13 - Officers; rules of procedure; vacancies.

The homelessness committee shall elect a chair, a vice-chair, secretary, and such other officers as it may require. The committee shall develop such rules to govern its meetings and operations as it deems advisable. Minutes shall be kept of all meetings. Minutes and

agendas will be made public through the city's website. Upon the death, incapacity, or removal from the city of any member, or if any member shall be absent without excuse for three consecutive meetings, the secretary of the board shall advise the city council that a vacancy exists and request the appointment of a replacement.

Sec. 2-842.14 – Duties.

The purpose of the homelessness committee shall be to advance the city's commitment to reducing homelessness by serving as a research, advisory, and advocacy group on homelessness within the city.



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** June 16, 2025

**Subject:** Executive Session

**Information:** Executive Session pursuant to 1 M.R.S.A. Section 405(6) (D) for labor negotiations with the Police Department.

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

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

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

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

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

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

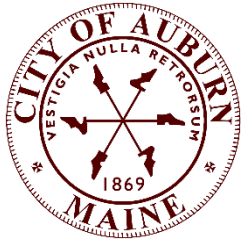
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both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

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

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

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

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



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** June 16, 2025

**Subject:** Executive Session

**Information:** Executive Session pursuant to 1 M.R.S.A. Section 405(6) (E) to discuss a legal matter.

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

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

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

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

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

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

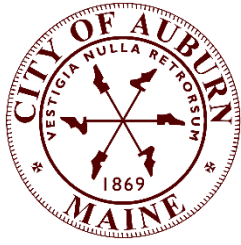
D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both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

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

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

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

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



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** June 16, 2025

**Subject:** Executive Session

**Information:** Executive Session pursuant to 1 M.R.S.A. Section 405(6) (C) for a real estate matter.

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

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

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

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

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

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

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

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

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

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

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