



**City Council Meeting
December 6, 2021
Agenda**

7:00 P.M. City Council Meeting - Roll call votes will begin with Councilor Walker

Pledge of Allegiance

- 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.

There are no consent items.

- II. Minutes** – November 15, 2021 Regular Council Meeting

III. Communications, Presentations and Recognitions

- Communication from Kennebec Behavioral Health
- Communication from Mayor Levesque - Comprehensive Plan-Future Land Use & Strip zone information
- Presentation recognizing the service of Councilor Lasagna (2 terms), Councilor Boss (1 term), Councilor Carrier (2 terms), and Councilor MacLeod (1 term).
- Council Communications (about and to the community)

- 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

1. Ordinance 31-07192021

Amending the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone from the current depth of 450 Feet from center line of the roadway to a depth of 750 Feet from the centerline of the roadway or the rear property boundary, whichever is less. Public hearing and second reading.

2. Ordinance 38-11152021

Amending the Code of Ordinances, Chapter 2, Sec. 2-25 Salaries (Mayor) effective 12/18/2023. Second reading.

3. **Ordinance 39-11152021**
Amending the Code of Ordinances, Chapter 2, Sec. 2-382 Salaries of school committee members. Second reading.
4. **Ordinance 40-11152021**
Amending Chapter 2 - Administration, Division 4 – Planning Board, Sec. 2-466 by adding section (f) compensation of Planning Board members. Second reading.
5. **Ordinance 41-11152021**
Amending Chapter 2 - Administration, Division 2, by adding section 2-441 compensation of the Regulatory Advisory Board. Second reading.
6. **Ordinance 42-11152021**
Amending the Code of Ordinances, Chapter 2, Sec. 2-25 Salaries (City Council) effective 12/18/2023. Second reading.
7. **Ordinance 43-11152021**
Amending the Code of Ordinances, Chapter 2, Sec. 2-382 Salaries of school committee members effective 12/18/2023. Second reading.
8. **Ordinance 44-11152021**
Amending Chapter 2 - Administration, Division 4 – Planning Board, Sec. 2-466 by adding section (f) compensation of Planning Board members effective 12/18/2023. Second reading.
- VI. **New Business**
 1. **Ordinance 45-12062021**
Amending the Code of Ordinances, Chapter 20 – Fire Prevention and Protection, Article III – Fire Code. Sec. 20-55. - Appeals. public hearing and first reading.
 2. **Ordinance 46-12062021**
Amending the Code of Ordinances, by adding Sec. 20-84 – Permits; requirements. Public hearing and first reading.
 3. **Ordinance 47-12062021**
Amending the Code of Ordinances, Sec. 20-32 – Fees for service. Public hearing and first reading.
 4. **Ordinance 48-12062021**
Amending the Code of Ordinances, Appendix A: Fees; Fire Prevention and Protection. Public hearing and first reading.
 5. **Order 131-12062021**
Amending the City of Auburn Comprehensive Plan Chapter 2: Adopting a revised Future Land Use Plan. Public hearing and vote.
 6. **Order 132-12062021**

Authorizing the allocation of ARPA funds for the procurement of a Computerized Maintenance Management System (CMMS).

7. Order 133-12062021

Authorizing the allocation of ARPA funds for the Museum L/A Expansion Project.

8. Order 134-12062021

Authorizing the allocation of ARPA funds for Premium Pay for first responders (Police and Fire).

9. Order 135-12062021

Authorizing the allocation of \$50,000 of ARPA funds to conduct a study of the Tot Lot Revitalization Project.

10. Order 136-12062021

Authorizing the allocation of \$150,000 of ARPA funds to conduct a water quality initiative of the Lake Grove Municipal Beach.

11. Order 137-12062021

Approving the allocation of Auburn's portion in ARPA funds to install a backbone dark fiber network.

12. Order 138-12062021

Approving the collective bargaining agreement for Police Patrol/Detectives.

13. Order 139-12062021

Approving the collective bargaining agreement for the Police Command Unit.

14. Order 140-12062021

Approving the \$1,500 budget request for the Agriculture Committee to cover operating and incidental committee costs.

15. Resolve 04-12062021

Supporting the Climate Plan action goal.

VII. 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*

VIII. Reports (from sub-committees to Council)

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

IX. Executive Session - None

X. Adjournment

Mayor Levesque called the meeting to order at 7:15 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. Councilor Milks had an excused absence. All other Councilors were present.

Pledge of Allegiance

- 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.
- 1. Order 116-11152021***
Accept the transfer of \$1,145.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-20-569 Jamil Dabson).
- 2. Order 117-11152021***
Accept the transfer of \$1,037.00 forfeiture assets in Rem in U.S. Currency to the Auburn Police Department (Unified Criminal Court Docket No. CR-20-299 Patrick Murico).
- 3. Order 118-11152021***
Appointing Jason Agren to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 4. Order 119-11152021***
Appointing Preston Chapman to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 5. Order 120-11152021***
Appointing Trisha Fletcher to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 6. Order 121-11152021***
Appointing Jim Pittman to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 7. Order 122-11152021***
Appointing Robert Stone to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 8. Order 123-11152021***
Appointing Andrew Titus to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 9. Order 124-11152021***
Appointing William Welch to the Public Safety Building Ad hoc Committee as nominated by the Appointment Committee.
- 10. Order 125-11152021***

Re-appointing Tim Cogle to the Parks & Recreation Advisory Board with a term expiration of 10/01/2023 as nominated by the Appointment Committee.

11. Order 126-11152021*

Re-appointing Paula Curtis-Everett to the Parks & Recreation Advisory Board with a term expiration of 10/01/2023 as nominated by the Appointment Committee.

12. Order 127-11152021*

Appointing Michael Thurston to the Auburn Housing Authority with a term expiration of 10/01/2026 as nominated by the Appointment Committee.

13. Order 128-11152021*

Appointing Nicholas Gagnon to the Auburn Housing Authority with a term expiration of 10/01/2026 as nominated by the Appointment Committee.

Motion was made by Councilor Carrier and seconded by Councilor Walker to approve the 13 consent items.

Passage 6-0.

II. Minutes – November 1, 2021 Regular Council Meeting

Motion was made by Councilor Walker and seconded by Councilor Carrier to approve the minutes of the November 1, 2021 Regular Council meeting.

Passage 6-0.

III. Communications, Presentations and Recognitions

- Extra Mile Recognition – Jolene Girouard and Todd Whitcomb were both recognized for their extra mile efforts in volunteerism and service and were each presented with a plaque.
- Mayor Levesque read a proclamation for Small Business Saturday for 2021
- Communication - Residential Strip Zones (Eric Cousens)
- Council Communications (about and to the community)

Councilor Lasagna read the following and provided handouts to the Mayor and Council.

"Words have immense power to wound or to heal. The right words catalyze personal transformation and offer invitations to citizenship and community service. The wrong words stigmatize and dis-empower."

~William White

- Substance use disorders are treatable and that recovery is a reality and possible for everyone, and provide opportunities to help people with substance use disorder achieve recovery
- We can never forget that the faces of substance use disorders are real people. They are a beloved family member, a friend, a colleague, and ourselves
- Substance use Disorder is a chronic medical condition characterized by clinically significant impairments in health, social function, and voluntary control over substance use. As such, they are

subject to relapse, and influenced by genetic, developmental, behavioral, social, and environmental factors. They are driven by changes in the brain:

- (1) enable substance-associated cues to trigger substance seeking (i.e., they increase incentive salience);
 - (2) reduce sensitivity of brain systems involved in the experience of pleasure or reward, and heighten activation of brain stress systems;
 - (3) reduce functioning of brain executive control systems, which are involved in the ability to make decisions and regulate one's actions, emotions, and impulses.
 - Supported scientific evidence shows that these changes in the brain persist long after substance use stops.
- People who suffer from substance use disorders (recovering or not) have essential worth and dignity
 - Shame and discrimination prevents many individuals from seeking help
 - By some estimates, it can take as long as 8 or 9 years after a person first seeks formal help to achieve sustained recovery
 - From Surgeon General: "stigma has created an added burden of shame that has made people with substance use disorders less likely to come forward and seek help. We must help everyone see that addiction is not a character flaw – it is a chronic illness that we must approach with the same skill and compassion with which we approach heart disease, diabetes, and cancer."

Mayor Levesque reported that he and the City Manager and a few of the Councilors attended the Veteran's Day event at Veteran's Memorial Park in Lewiston. He reminded everyone of the Veteran's reimbursement program that the City of Auburn offers. He reported that he attended the joint (LA Chamber of Commerce and City of Auburn) ribbon cutting at the new Staples building. He also provided an update on the Auburn Start Up Program.

IV. Open Session

Braden from Braden's Vegetable Stand stated that he farms his grandfather's land on Hatch Road. He said he had a great year with his squash and he would like to donate 75 pounds of butternut squash and three turkeys to the Senior group.

Councilor Gerry awarded the 2021 Bruce Gerry scholarship to Braden (\$100 towards his college education, the second \$100 to help him with his farming business).

Judy Harris would like to see the City of Auburn consider starting a botanical garden to teach young people about native plants.

V. Unfinished Business

1. Ordinance 36-11012021

Amending Auburn's Code of Ordinances, Chapter 46 – Street Names & Numbering. Second reading.

Motion was made by Councilor Boss and seconded by Councilor Carrier for passage.

Public comment - no one from the public spoke.

Passage 6-0. A roll call vote was taken.

2. Ordinance 37-11012021

Amending Auburn's Code of Ordinances, General Assistance Maximums. Second reading.

Motion was made by Councilor Boss and seconded by Councilor Gerry for passage.

Public comment - no one from the public spoke.

Passage 6-0. A roll call vote was taken.

VI. New Business

1. Order 129-11152021

Approving the sale of surplus property of the Auburn Lewiston Airport in accordance with Article VIII of the Interlocal Agreement for the disposal of surplus property.

Motion was made by Councilor Carrier and seconded by Councilor Walker for passage.

Public comment - no one from the public spoke.

Passage 6-0.

2. Ordinance 38-11152021

Amending the Code of Ordinances, Chapter 2, Sec. 2-25 Salaries (Mayor). Public hearing and first reading.

Motion was made by Councilor MacLeod and seconded by Councilor Walker for passage.

Public hearing – Andy Titus, Auburn resident commented that he would like to see this amended by requesting a lower amount.

Motion was made by Councilor Gerry to reduce the increase from \$7,000 to \$6,000. Motion failed due to lack of a second.

Passage 5-1 (Councilor Gerry opposed). A roll call vote was taken.

3. Ordinance 39-11152021

Amending the Code of Ordinances, Chapter 2, Sec. 2-382 Salaries of school committee members. Public hearing and first reading.

Motion was made by Councilor Carrier and seconded by Councilor Boss for passage.

Public hearing – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

4. Ordinance 40-11152021

Amending Chapter 2 - Administration, Division 4 – Planning Board, Sec. 2-466 by adding section (f) compensation of Planning Board members. Public hearing and first reading.

Motion was made by Councilor Carrier and seconded by Councilor MacLeod for passage.

Public hearing – no one from the public spoke.

Passage 4-1-1 (Councilor Gerry opposed, Councilor Walker abstained). A roll call vote was taken.

5. Ordinance 41-11152021

Amending Chapter 2 - Administration, Division 2, by adding section 2-441 compensation of the Regulatory Advisory Board. Public hearing and first reading.

Motion was made by Councilor Carrier and seconded by Councilor Boss for passage.

Public hearing – no one from the public spoke.

Passage 6-0. A roll call vote was taken.

6. Ordinance 42-11152021

Amending the Code of Ordinances, Chapter 2, Sec. 2-25 Salaries (City Council) effective 12/18/2023. Public hearing and first reading.

Motion was made by Councilor Carrier and seconded by Councilor Boss for passage.

Public hearing – Andy Titus, 24 Rubelite Lane commented that he would like to see this amended by requesting a lower amount (\$3,000) and would like to see it take effect immediately (December of 2021).

Passage 5-1 (Councilor Gerry opposed). A roll call vote was taken.

7. Ordinance 43-11152021

Amending the Code of Ordinances, Chapter 2, Sec. 2-382 Salaries of school committee members effective 12/18/2023. Public hearing and first reading.

Motion was made by Councilor Boss and seconded by Councilor Carrier for passage.

Public hearing – Andy Titus, Rubelite Lane commented that he would like to see this amended by reducing the amount to \$3,000 but would like to see it take effect immediately.

Passage 6-0. A roll call vote was taken.

8. Ordinance 44-11152021

Amending Chapter 2 - Administration, Division 4 – Planning Board, Sec. 2-466 by adding section (f) compensation of Planning Board members effective 12/18/2023. Public hearing and first reading.

Motion was made by Councilor Boss and seconded by Councilor MacLeod for passage.

Public hearing – no one from the public spoke.

Passage 4-1-1 (Councilor Gerry opposed, Councilor Walker abstained). A roll call vote was taken.

9. Order 130-11152021

Authorizing the City Manager to execute a lease agreement between the Auburn School Department and Quirk Automotive, Corporation to create a playing field for Washburn Elementary School.

Motion was made by Councilor MacLeod and seconded by Councilor Carrier for passage.

Passage 6-0.

VII. Open Session – No one from the public spoke.

VIII. Reports (from sub-committees to Council)

Councilor Gerry – thanked the woman that spoke regarding the botanical garden for coming forward with her suggestion.

Councilor MacLeod – reported that LATC and E911 will be meeting this Thursday.

City Manager Crowell – announced that the inauguration will be held on December 13th at the Auburn Senior Center, and planning is under way. He also provided an update on an equity and inclusion exercise that was done during a recent leadership team meeting. It was a great day with a lot of take-aways for staff.

Councilor Walker – reported that a Neighborhood Watch meeting is scheduled for 18th at the Sixth Street Congregational Church at 6pm. The Age Friendly Committee will be putting on another Thanksgiving dinner this year on November 25th.

Assistant City Manager Wood – provided an update on the Dec 4th Christmas parade and tree lighting. The parade will begin in New Auburn this year.

Jill Eastman, Finance Director – October 2021 Final Finance Report

Motion was made by Councilor MacLeod and seconded by Councilor Boss to accept and place on file the October 2021 Final Finance report.

Passage 6-0.

IV. Executive Sessions

- Contract Negotiations, pursuant to 1 M.R.S.A. §405 (6)(D)

Motion was made by Councilor MacLeod and seconded by Councilor Walker to enter into executive session. Passage 6-0. Time 8:30 pm.

Council was declared out of executive session at 8:56 pm.

- Economic development, pursuant to 1 M.R.S.A. §405 (6)(C)

Motion was made by Councilor MacLeod and seconded by Councilor Carrier to enter into executive session. Passage 6-0. Time 8:56 pm.

Council was declared out of executive session at 9:10 pm.

- V. **Adjournment** – Motion was made by Councilor MacLeod and seconded by Councilor Lasagna to adjourn. Unanimously approved. Time 9:10 pm.

A TRUE COPY

ATTEST *Susan Clements-Dallaire*

Susan Clements-Dallaire, City Clerk



**Waterville Clinic and
Administrative Offices**
67 Eustis Parkway
Waterville, Maine
04901-5173
207-873-2136
1-888-322-2136
207-872-4522 Fax

Augusta Clinic
66 Stone Street
Augusta, Maine
04330-5227
207-626-3612 Fax

11 Caldwell Road
Augusta, Maine
04330-5500
207-626-3455

Skowhegan Clinic
5 Commerce Drive
Skowhegan, Maine
04976-1828
207-474-8368
207-474-7794 Fax

Farmington Clinic
115 Mt Blue Circle
Farmington, ME 04938
207-860-3026
207-860-3027 Fax

Winthrop Clinic
736 Old Lewiston Rd
Winthrop, Maine
04364-4121
207-377-8122
207-377-8564 Fax

www.kbhmaine.org

 **Clubhouse International**
Creating Community: Changing the World of Mental Health
International Center for
Clubhouse Development

 **NAMI**
National Alliance
on Mental Illness

 **CARF**
Commission on
Accreditation of
Rehabilitation Facilities

 **United
Way**

October 20, 2021

City of Auburn
60 Court St., Ste 150
Auburn, ME 04210

Dear Select Board,

The last year has brought to bear unprecedented challenges for our community members and the non-profits that serve them. Kennebec Behavioral Health has implemented a hybrid model of care with in-person services and telehealth to best support our community. The people we serve were able to receive the mental health care services they needed, particularly during a very difficult time, while assuring the health and safety of clients and staff alike.

During fiscal year 2021, Kennebec Behavioral Health provided mental health and substance use disorder services to **87 Auburn residents**. This included providing **\$165,049.44** in uncompensated health care to individuals who were either underinsured or had no insurance

We respectfully request that Auburn offset a small portion of the unfunded care we provided your residents. Our non-profit agency meets the Public Purpose Doctrine of the Maine Constitution. Kennebec Behavioral Health provides many needed health services towns themselves cannot provide. The more that Kennebec Behavioral Health is able to keep your residents stable and productive, the better it is for your community, families and workplaces.

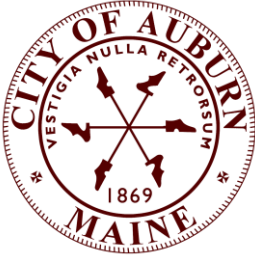
Kennebec Behavioral Health respectfully requests **\$400.00** to help offset the larger cost of providing unfunded care to residents, or an amount that your town can provide, from your next municipal budget. This equals \$4.60 per resident who receives services at KBH.

Kennebec Behavioral Health's Marketing Communications Coordinator, Elizabeth Keane, and I would be pleased to attend your budget or town meetings to address our annual request for an allocation. If you need to reach Kennebec Behavioral Health about this request and/or to provide advance notice of meetings that Kennebec Behavioral Health should attend, please contact Elizabeth at ekeane@kbhmaine.org or me at tkenny@kbhmaine.org. Thank you!

Sincerely,



Tom Kenny
Development & Grant Coordinator
tkenny@kbhmaine.org
(207) 873-2136 x 2244



City of Auburn, Maine

Mayor Jason J. Levesque

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

121-2021

To: City Council

Regarding: Comprehensive Plan-Future Land Use & Strip zone information

Background-Pursuant to the Charter of the City of Auburn, one of the duties of the Mayor is to bring information to your attention that will assist you in making policy decisions. During this term we have enacted, revoked, or modified policies concerning land use in order to allow more commercial and residential development opportunities. The upcoming votes on expansion of residential zones and the proposed Future Land Use (FLU) chapter is a continuation of that work.

As is the case throughout the country, Auburn is working towards creating a more diverse, equitable and inclusionary community, this work has carried over to the FLU review process, as mandated by the City Council upon forming the Comprehensive Plan Review Committee as an overarching prerogative.

To add context to the upcoming debate and vote, I have collected the following research for your review.

[Rothwell & Massey 2010](#) find that density restrictions are associated with higher **socioeconomic segregation**. They also note that SES segregation has been rising in the last few decades as racial segregation has been falling.

[Kulka 2019](#) uses Raleigh NC data to show that minimum lot size differences "sort" residents into different neighborhoods by income.

[Resseger 2013](#), showing that racial differences follow zoning boundaries in Greater Boston. In his research, and in the early work from the Twin Cities, multifamily zoning is the key step toward racial integration

In addition, please take note of the work done by Desegregate Connecticut; here is a [long list of sources](#) and information for you to view.

In creation of the Comprehensive Plan review committee, the City Council directed that a focus on equity should be considered and addressed throughout their process. While the FLU recommendations made tremendous strides in reducing the number of zones, allowing for greater urban density, promoting an acceptable aesthetic standard, it does little in the way of promoting integration of different socio-economic groups or minorities within our more rural residential

areas. It should thereby be viewed as a positive step, with an acknowledgment that more work is due.

It is important to know that with the conclusion and acceptance of the Lake Auburn watershed study, consideration should be given to amend the FLU to remove the watershed out of consideration for the time being.

It is with the understanding that the FLU is a guide versus an ordinance, and the individual changes recommended in the FLU can be modified during the ordinance approval process, that I would encourage adoption of the 2021 FLU Chapter as amended with regards to Lake Auburn watershed.

Another step towards modernizing zoning is up for consideration tonight, an expansion of the width of existing residential strip zones. This topic has been studied, mapped, and commented on for the better part of six months, primarily at the planning board with a vote to not recommend moving forward with the change.

I must inform you that the Planning Board has a duty outlined within ordinance (Sec 2-472) that reads:

C. Every final decision of the planning board and every recommendation of the planning board to the city council shall include written findings of fact, and shall specify the reason or reasons for such decision or recommendation

In failing to provide findings of fact, or reasons for their decision and recommendation, they have left this council without the data needed to make an informed decision as a simple rejection of the proposal is not substantiated with findings of fact for consideration.

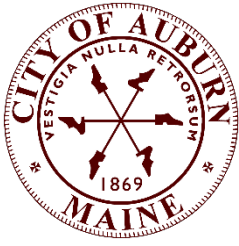
This leaves the Council with the following options:

First, to move ahead without considering the planning board's recommendation as it is in violation of their governing ordinance.

Second, to table this to a date certain, sending this back to the Planning Board for them to attach findings of fact and specific reasons for their decision as outlined in ordinance.

Sincerely,

Jason J. Levesque,
Mayor of Auburn Maine



**City of Auburn
City Council Information Sheet**

Council Communications Meeting Date: December 6, 2021

Ordinance: 31-07192021

Author: John Blais, Deputy Director Planning & Permitting Department and Eric Cousens, Director of Planning and Permitting

Subject: Proposed Amendment to the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone to expand from the center line of the roadway to a Width of 450 Feet to a width of 750 Feet or the rear property line, whichever is less.

Information: At the May 17, 2021 meeting, the City Council voted to request a recommendation from the Planning Board to increase the width of the residential strips abutting the Ag-Zone from 450-feet to 750-feet.

The Planning Board discussed and tabled this item with a vote of 6-1 pending answers to the following questions by the City Council:

- Why was a fixed width utilized instead of following the boundaries of lots that are not as deep as 750-feet and how was the depth of 750-feet identified? **Answer:** See the CC Order that clarified that it was 750' or the rear property line, whichever is less.
- How does this zoning amendment fit with the stated vision in the Comprehensive Plan and in the Comprehensive Plan update to develop from the core out and in a village pattern? **Answer:** The Council and PB have made a significant inventory of walkability market house lots available with recent Form Based Code expansions. This is an attempt to offer additional Privacy Market Rural house lots in Auburn. See attached Salim Firth Memo from Mercatus.
- Why are we discussing this now given that we are going to be receiving a Comprehensive Plan review and corresponding zoning amendments that will address these items? **Answer:** We should not stop ordinance update progress supported by the Com Plan while we wait for the update process unless there is a good reason to do so. Existing and draft Comp Plans support greater flexibility in siting buildings in existing strip areas.

After the Planning Board meeting, Staff began researching the answers to some of these questions and found a recommendation in the 1995-2005 Comprehensive Plan that states the following:

“Low Density Residential “Bands” along Rural Roads.” Some of the “bands” or “strips” of low-density residential development along rural roads have been retained, while others are eliminated or extended. The intent is to reduce the depth of these bands from 1,500 feet to 800 feet to prevent “bubble” subdivisions throughout the rural area.

Amend the Zoning Ordinance by changing the depth of low-density residential district bands along rural roads from 1,500 feet to 800 feet (400 feet each side of the road), except as otherwise noted in specific areas of the Future Land Use Map.”

The 1995-2005 plan further goes on to describe specific neighborhoods within the City and how the “bands” should or should not be adjusted, for example:

“Danville Corner/Pownal Road/Harmons Corner Low Density Residential (South Auburn, Danville)

(Continue Low Density Residential designation with 400 feet of road; retail Agriculture/RP adjacent to Turnpike and in Woodbury Road/Woodbury Hill area; change land more than 400 feet from roads to AG/RP). There has already been low density residential development in this area, including Joatmon Estates and Winchester Heights. It provides opportunities for rural living close to the City, although most future development is expected to be strip development. Water and sewer services are not available or anticipated for the foreseeable future. Development should not be encouraged in interior areas.”

The city has several residential strips, primarily in northern and southern areas that split parcels of land between two zoning districts – Agriculture/Resource Protection and either Rural Residential or Low-Density Country Residential. This allows property owners to have a residence in the front of the property, zoned residential, and reserves the back portion of the property as Ag-land. Below is an example in the Trapp Road/Pownal Road area of a Rural Residential strip on either side of the roadways.

By increasing the width of these strips an additional 300 feet, it will provide more buildable area for residential uses in these neighborhoods.

One of the reasons the strips were set to 450 feet was to prevent subdivisions such as the one below on Partridge Lane which essentially cuts off access to the back agriculturally zoned land.

CRITERIA FOR DELINEATION OF 750 FEET RESIDENTIAL STRIPS

- a. Setting the boundary to 750 feet on properties that have residential road frontage but wrap behind/around lots less than 750 feet in depth.
- b. Extending the boundary to 750 feet on lots that do not have required minimum road frontage in the residential zone.
- c. Stopping the residential zone boundary at road Right-Of-Way boundary for lots less than 750 feet deep that abut AG/RP zoned roads.
- d. **Do not extending zones** out to 750 feet from pre-established subdivisions with city roads located in a current residential strip.
- e. **Do not extending the zone** of Low-Density Country Residential zone out from 250 feet to 750 feet along the west shore of Taylor Pond.
- f. Expand the residential zone to 750 feet along western boundary only along Riverside Drive and update the boundary on the east side of Riverside Drive to match the FEMA 2014 Flood Insurance Rate Maps
- g. 450 feet as is, but if the lot extends beyond 450 feet go to the lot line or 750 feet, whichever comes first.

Other Considerations: Comments & Discussion from the July 27, 2021 Agriculture Committee meeting:

- Prime Soils (PS) and Soils of Statewide significance (SoSS). Possible ways to accomplish this:

- Avoid expansion of strips in areas with substantial PS/SoSS. Example area on west side of North and West Auburn Road
- If expanded without adjustment for soil types, establish avoidance standards for permitting impacts to areas with PS/SoSS
- Fragmenting Impacts - Driveway Example on Riverside Drive - Proposed location would split active agricultural field into two segments making it difficult to use far side of field resulting in loss of productive agricultural land. Locating driveway near end of field is possible and would provide access for home and allow farming to continue most of the land.
- Total area of land changed from AG/RP to residential with PS/SoSS should be calculated when maps are completed for consideration while making decisions.
- Total area of AG/RP Land should be calculated when maps are completed for consideration while making decisions.
- Are we moving too fast to consider all impacts? Comp Plan Updates and Lake Auburn Study coming soon.
- Forest Land is also important.
- In areas where Residential/AG boundary is based on old floodplain maps the group generally supports that being updated to new flood maps and using the flood boundary in appropriate areas rather than a blanket 750 feet. This maintains the resource protection aspect of AG/RP and protects active farmland. Examples that came up: Riverside Drive (Androscoggin River Floodplain) and Fletcher Road/West Hardscrabble Road (Little Androscoggin River Floodplain) areas.
- How does this affect hunting?
 - New residence further from roads will have a 300' perimeter of prohibited firearms discharge for hunting per State Law, without owner's permission.
 - Will this cause the city to expand the Prohibited Firearms Discharge area? Not immediately, but possibly over time if density increases and new residents express concerns about hunting with firearms.
- Cemeteries
- Increased Valuation (see below)

This information (together with comments from the City Council) should help provide context to the Planning Board on why this change is recommended and how certain figures were determined.

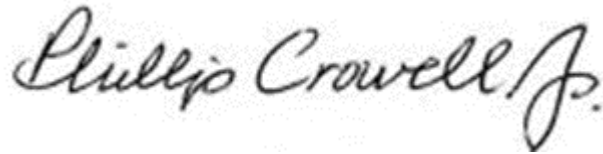
City Budgetary Impacts: Potential Increased Taxable Value from Additional Dwellings and associated service costs.

Planning Board Recommended Action: The Planning Board recommends that the City Council should not approve the Amendment to the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone to expand from the center line of the roadway to a Width of 450 Feet to a width of 750 Feet or the rear property line, whichever is less. The Board voted 5/2 to provide this negative recommendation.

Staff Recommended action: Review memo from City Manager, Hold Public Hearing and determine if the Council wishes to vote on the final reading or send the item back to Planning Board for findings and reasons for the recommendation.

Previous Meetings and History: May 17, 2021 – City Council meeting, June 8, 2021 and workshop 11/15/21 – Planning Board Meeting July 13, 2021, September 14, 2021, November 9, 2021.

City Manager Comments:

A handwritten signature in black ink that reads "Phillip Crowell Jr." The signature is written in a cursive style with a large, stylized 'P' and a clear 'Jr.' at the end.

I concur with the recommendation. Signature:

Attachments: Memo from City Manager regarding duties of Planning board to provide findings and reasons for recommendations, Planning Board Staff Report; mapping resource links



City of Auburn, Maine

Office of the City Manager

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

November 30, 2021

Mayor and City Council –

A request was made by Councilor Lasagna and Councilor Boss to add order 31-07192021 (Strip Zoning) to the December 6, 2021, council meeting for a second reading. It was brought to my attention that the Planning Board failed to execute their full responsibility, as it pertains to order 31-07192021. In accordance with city ordinance section 2-472 Records and decisions paragraph b, the Planning Board in submitting a recommendation to the city council requires their recommendation shall include a written findings of fact and shall specify the reason or reasons for their recommendation. On November 9, 2021, the Planning Board failed to meet their obligation with a "negative" vote to order 31-07192021 with no findings of fact or reason(s).

Thus, in accordance with City Charter Section 6.4 City Manager Powers and duties to ensure all acts of the city council are faithfully executed, I am recommending the city council to direct the Planning Board to fulfill their responsibility by submitting their written findings of fact and reason for their findings to the city council at their earliest convenience.

The public hearing for Order 31-07192021 was already advertised and a request to place this on the agenda was received by two councilors. The council can proceed with voting on the second reading or direct the Planning Board to fulfill their responsibility and table this order until the information is received. See language below.

Sec. 6.4 Powers and duties.

Powers and duties of the City Manager shall be as follows:

d. See that all laws, provisions of this Charter, and acts of the City Council subject to enforcement by the City Manager or by officers subject to the City Manager's direction and supervision are faithfully executed;

Sec. 2-472. Record and decisions.

- (b) Every final decision of the planning board and every recommendation of the planning board to the city council shall include written findings of fact, and shall specify the reason or reasons for such decision or recommendation.



City of Auburn, Maine

Office of Planning & Permitting

Eric Cousens, Director

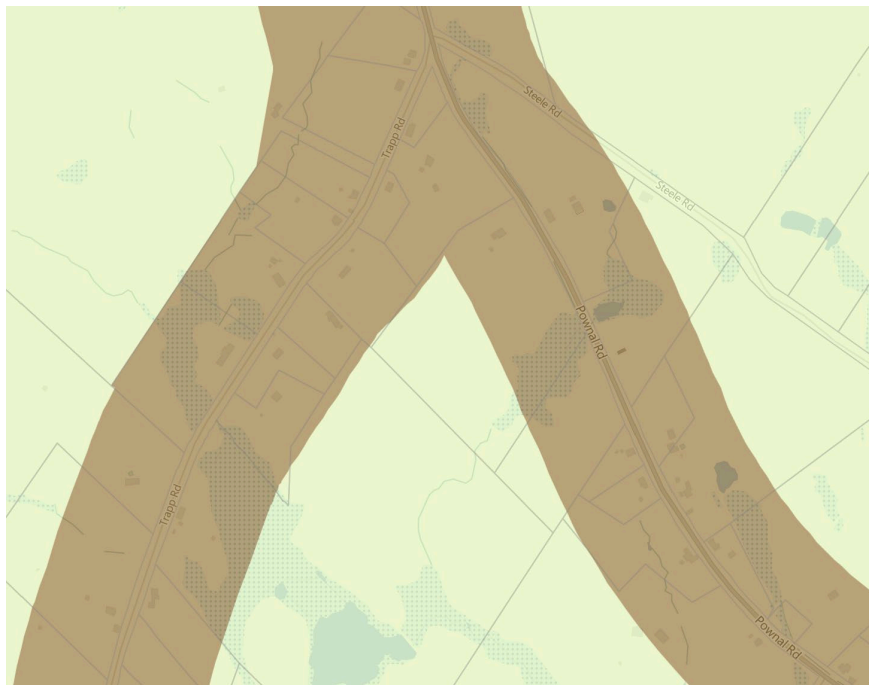
60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

To: Auburn Planning Board
From: Megan Norwood, City Planner
Re: Proposed Amendment to the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone to expand from a Width of 450 feet to a Width of 750 feet from the centerline of the roadways.
Date: November 9, 2021

- I. **PROPOSAL:** The Planning Board tabled this item at the September 14, 2021 meeting. There were several members of the public present and some members of the Board wanted more time to think through how this will work in tandem with the updates to the Comprehensive Plan. One possible concession was to use criteria #1, #2, #3 and #6 (see below) to eliminate extending zones out around specific subdivisions and Taylor Pond.
- II. **BACKGROUND:** At the May 17, 2021 City Council meeting, the Council voted to request a recommendation from the Planning Board to expand the residential strips abutting the Ag-Zone from a width of 450 feet to a width of 750 feet from the centerline of the roadways.

The city has several residential strips, primarily in northern and southern areas that split parcels of land between two zoning districts – Agriculture/Resource Protection and either Rural Residential or Low-Density Country Residential. This allows property owners to have a residence in the front of the property, zoned residential, and reserves the back portion of the property as Ag-land. Below is an example in the Trapp Road/Pownal Road area of a Rural Residential strip on either side of the roadways.



By increasing the width of these strips an additional 300 feet, it will provide more buildable area for residential uses in these neighborhoods.

One of the reasons the strips were set to 450 feet was to prevent subdivisions such as the one below on Partridge Lane which essentially cuts off access to the back agriculturally zoned land.



III. DEPARTMENT REVIEW:

- Police - No Comments
- Auburn Water and Sewer – No Comments
- Fire Department/Code Enforcement – No Comments
- Engineering – No Comments
- Public Services - No Comments
- Airport – No Comments
- 911 - No Comments

IV. CRITERIA FOR DELINEATION OF 750 FEET RESIDENTIAL STRIPS

- a. Setting the boundary to 750 feet on properties that have residential road frontage but wrap behind/around lots less than 750 feet in depth.
- b. Extending the boundary to 750 feet on lots that do not have required minimum road frontage in the residential zone.
- c. Stopping the residential zone boundary at road Right-Of-Way boundary for lots less than 750 feet deep that abut AG/RP zoned roads.
- d. Do not extending zones out to 750 feet from pre-established subdivisions with city roads located in a current residential strip.
- e. Do not extending the zone of Low-Density Country Residential zone out from 250 feet to 750 feet along the west shore of Taylor Pond.
- f. Expand the residential zone to 750 feet along western boundary only along Riverside Drive and update the boundary on the east side of Riverside Drive to match the FEMA 2014 Flood Insurance Rate Maps
- g. 450 feet as is, but if the lot extends beyond 450 feet go to the lot line or 750 feet, whichever comes first.

V. Other Considerations: Comments & Discussion from the July 27, 2021 Agriculture Committee meeting:

- Prime Soils (PS) and Soils of Statewide significance (SoSS). Possible ways to accomplish this:
 - Avoid expansion of strips in areas with substantial PS/SoSS. Example area on west side of North and West Auburn Road
 - If expanded without adjustment for soil types, establish avoidance standards for permitting impacts to areas with PS/SoSS
 - Fragmenting Impacts - Driveway Example on Riverside Drive - Proposed location would split active agricultural field into two segments making it difficult to use far side of field resulting in loss of

productive agricultural land. Locating driveway near end of field is possible and would provide access for home and allow farming to continue most of the land.

- Total area of land changed from AG/RP to residential with PS/SoSS should be calculated when maps are completed for consideration while making decisions.
- Total area of AG/RP Land should be calculated when maps are completed for consideration while making decisions.
- Are we moving too fast to consider all impacts? Comp Plan Updates and Lake Auburn Study coming soon.
- Forest Land is also important.
- In areas where Residential/AG boundary is based on old floodplain maps the group generally supports that being updated to new flood maps and using the flood boundary in appropriate areas rather than a blanket 750 feet. This maintains the resource protection aspect of AG/RP and protects active farmland. Examples that came up: Riverside Drive (Androscoggin River Floodplain) and Fletcher Road/West Hardscrabble Road (Little Androscoggin River Floodplain) areas.
- How does this affect hunting?
 - New residence further from roads will have a 300' perimeter of prohibited firearms discharge for hunting per State Law, without owner's permission.
 - Will this cause the city to expand the Prohibited Firearms Discharge area? Not immediately, but possibly over time if density increases and new residents express concerns about hunting with firearms.
- Cemeteries
- Increased Valuation (see below)

Address	483 W. Auburn Rd	480 W Auburn Rd
Current lot size	9.31	47.09
Residential zone	2.39	4.5
AG zone	6.92	42.59
Land value	54,400	91,200
2020 mil rate	0.02375	0.02375
2020 taxes (attributed to land only)	\$1,292	\$2,166
Estimated value with zoning change		
Lot size	9.31	47.09
Residential zone	4.75	15.2
AG zone	4.56	31.89
Estimated land value	61,600	115,400
2021 mil rate	0.02382	0.02382
2021 taxes (attributed to land only)	\$1,467	\$2,749
Estimated increase in tax dollars	\$175	\$583

- V. PLANNING BOARD ACTION/STAFF SUGGESTIONS:** Using the Criteria for Delineation and other considerations, Staff suggests the Planning Board hold a public hearing, propose any amendments the Board deem necessary and make a favorable recommendation to City Council to expand the Rural Residential and Low-Density Country Residential strips an additional 300 feet to provide more flexibility for residential uses in these areas where feasible.

Mapping Resources:

<https://auburnme.maps.arcgis.com/apps/View/index.html?appid=c9743c4f00524df19dd04ab9704835ab>

<https://www.arcgis.com/apps/dashboards/b5801c2265b142498553d32e96b350a4>

Zoning Map Amendment

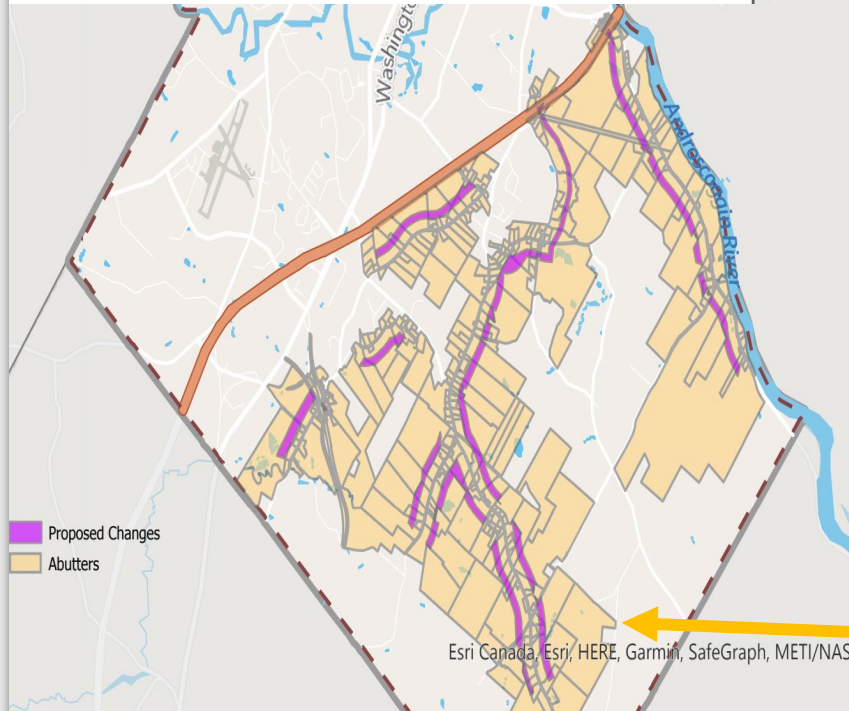
- *Proposed rezoning to expand the Rural Residential and Low-Density Country Residential strips an additional 300 feet or to the property lines that fall under 750 feet from the centerline of the roadway to provide more flexibility for residential uses in these areas.*



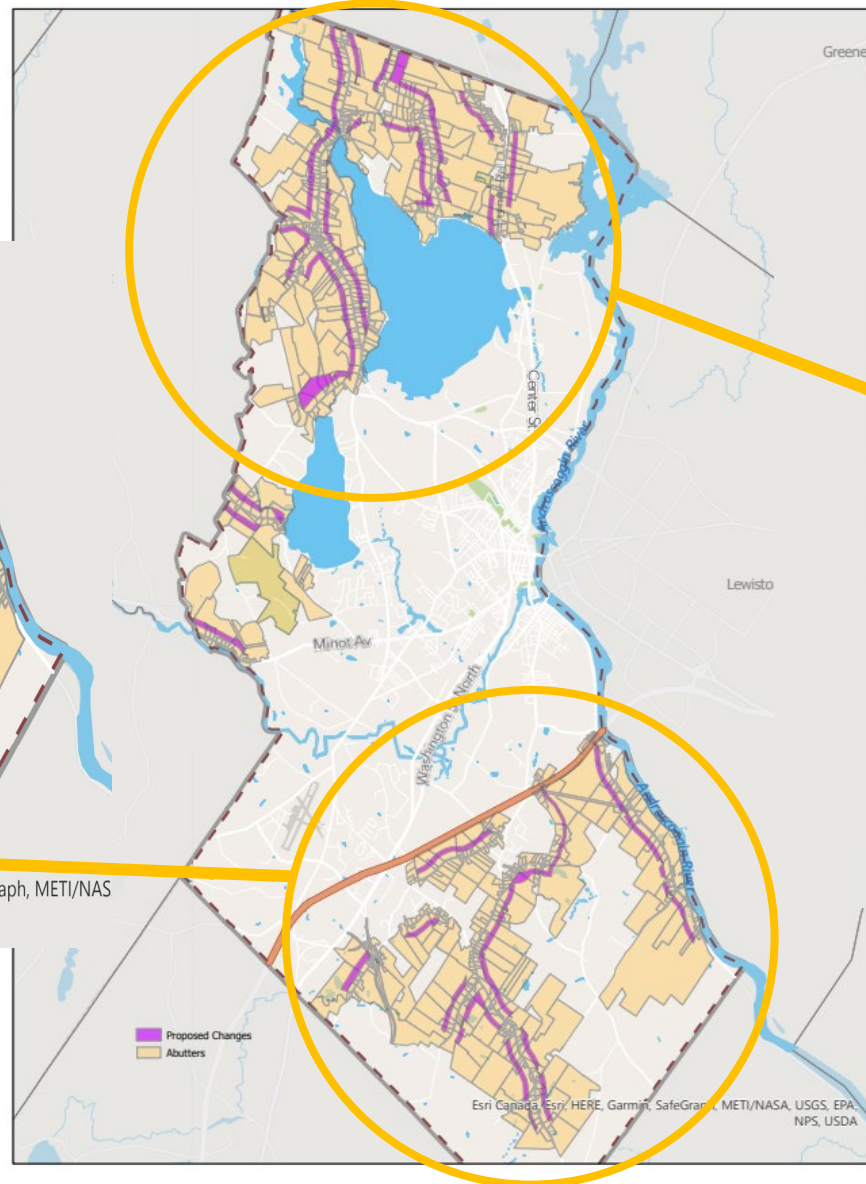
Zoning Map Amendment Discussion Outline:

- 1.) Definition of the rezoning proposal.
- 2.) Locations throughout the City (where)
- 3.) Council Directives (who)
- 4.) Criteria for zoning map amendment (how)
- 5.) Map overview/GIS Walkthrough (Rosemary Moser)
- 6.) Questions from the Planning Board (what)
 - i. Traffic
 - ii. Taxes (Karen Scammon-Assessing)
 - iii. Comprehensive Plan Tie-In
- 7.) Timeline/Schedule: (when)

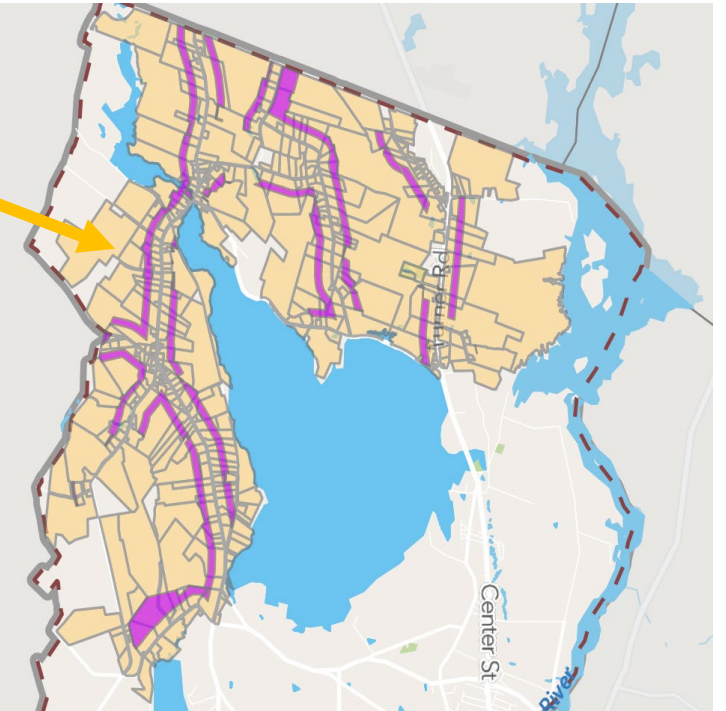
**Proposed Land-Use Changes
(AG/RP Land to Residential)
300 feet increase (See Hot Pink)**



Roads to the South: Old Danville, Old Danville Corner, Pownal, Trapp, South Witham, Washington and Riverside Drive.
Roads in the Center: Garfield Road and Minot Ave.



Proposed Change: 1100 Acres +/-



Roads to the North: Skillings Corner, Johnson, Dillingham, Beaver, Maple Hill, Townsend Brook, Turner, Stone, Marston Hill, North Auburn, Perkins Ridge, West Auburn and Youngs Corner Roads.



City Council Order

IN CITY COUNCIL

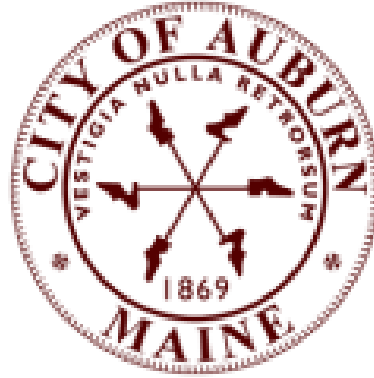
ORDERED, that the City Council hereby initiates a formal request for the Planning Board to explore the feasibility of and provide a recommendation on expanding the Auburn residential strip zoning from 400 feet from the center line to the previous 750 feet or to the property line, whichever is less within the strip that have a primary residential use.

A TRUE COPY

ATTEST *Susan Clements-Dallaire*

Susan Clements-Dallaire, City Clerk

Date 7/28/2021



ORDER 77-08022021

City Council Order

IN CITY COUNCIL

Be it ordained, That the City Council Direct the planning board to have a second public hearing with abutter notification and review the proposed zoning map and council's interpretation of Order 77-08022021 on Residential Strips.

Zoning Map Amendment

Criteria Discussion for Delineation of 750 feet in residential strips

- 1.) Setting the boundary to 750 feet on properties that have residential road frontage but wrap behind/around lots less than 750 feet in depth.
- 2.) Extending the boundary to 750 feet on lots that do not have required minimum road frontage in the residential zone.
- 3.) Stopping the residential zone boundary at road Right-Of-Way boundary for lots less than 750 feet deep that abut AG/RP zoned roads.
- 4.) Expand the residential zone to 750 feet along western boundary only along Riverside Drive and update the boundary on the east side of Riverside drive to match the FEMA 2014 Flood Insurance Rate Maps.

<https://auburnme.maps.arcgis.com/apps/View/index.html?appid=c9743c4f00524df19dd04ab9704835ab>

Rosemary Moser
GIS

Traffic

Total Acres: 1200 Acres

Land Use Development Assumptions

- Minimum Lot Size; Not enough road frontage on the lot = (-200 acres)
- Septic System Design; Unsuitable soil for subsurface wastewater standards = (-150 acres)
- Wetlands/Significant Natural Resource = (-100 acres)
- Site distance/Curb cuts = (-50 acres)

POTENTIAL CONSIDERATIONS

- Development cost = (-200 acres)
- People not interested in development = (-200)

Total Net Reduction: 500-900 acres

Total Acres Available For Development: 300-700 Acres

Average Lot Size: 1.75 acres = 171-400 More Potential Lots
(Approximately over 10 Years)

Ref: Institute for Transportation Engineers = 1 trip per hour per unit (PM Peak Hour)

Number of roads effected: $13/200 - 13/400 = 15 - 30$ trips PM Peak Hour

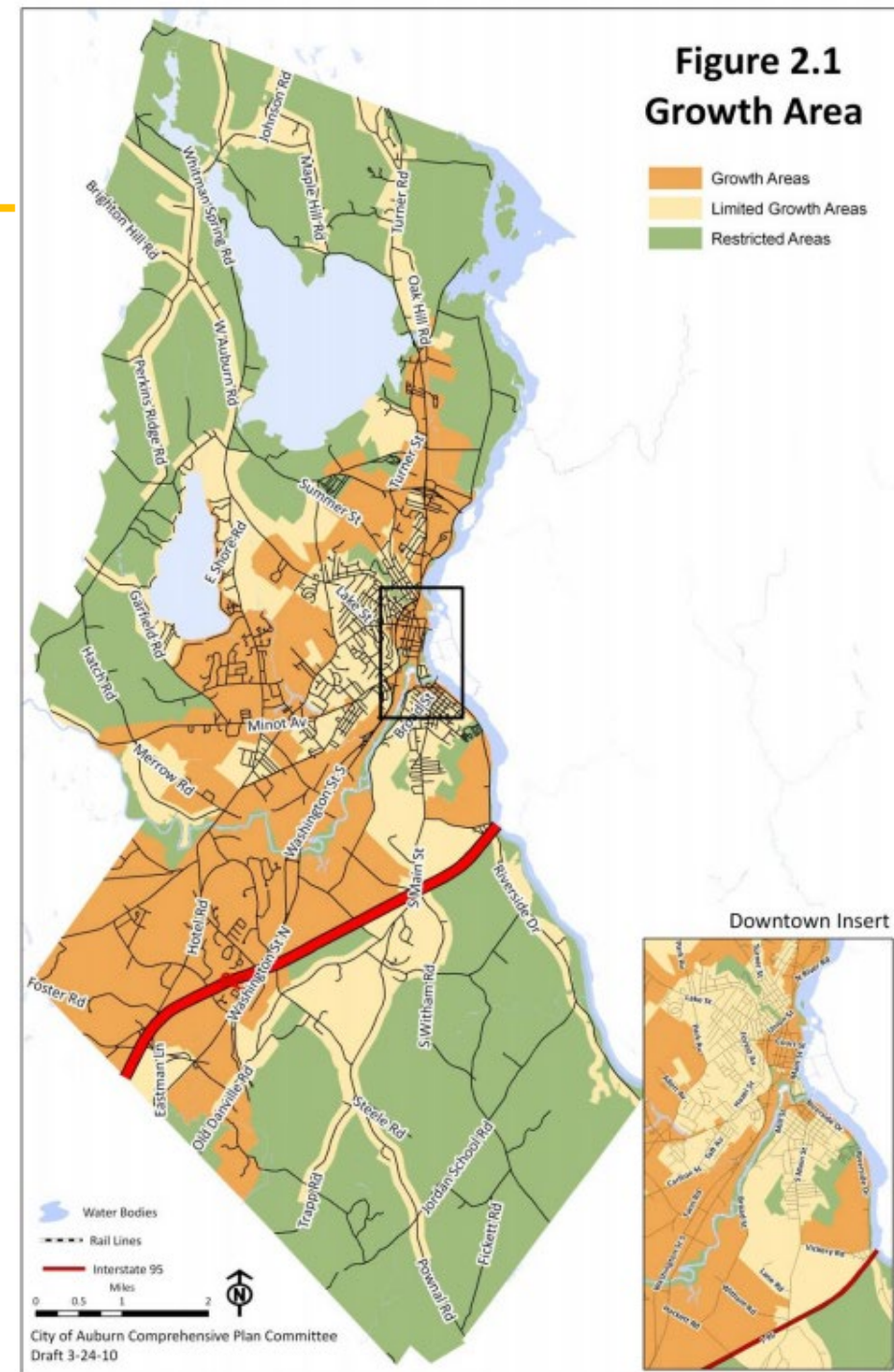


Comprehensive Plan Tie-in

Considerations from 2010 Comprehensive Plan:

- Establish Residential Pattern
Expansion where there is existing residential strips.
- Reserve Area Adjacency
Do not expand Residential strips in areas where other development patterns are maturing.
- Natural Resource Adjacency
Do not expand Residential strips in high value ecological areas; wetlands, floodplains, significant wildlife habitat, area with steep slopes (>25%).
- Conservation/Open Space Adjacency
Do not expand in areas where development does not exist and protected open space should be a priority.
- Ability to Provide Public Service
Do not expand along dirt roads and poorly paved roads; expand along areas where public services are easy and are being provided.
- Water Quality Protection
Do not expand along rural roads with undeveloped frontage in the Lake Auburn Watershed.

**Figure 2.1
Growth Area**



Schedule/Timeline

May 17, 2021: Council provides Order to Planning Board to look a feasibility to expand residential strips.

July 19, 2021: Definition is defined with Planning Board

July 23, 2021: 1st Public Notice goes out to 1300 properties.

August 2, 2021: Council provides Order to have second public hearing with notification to abutters and review proposed zoning map. Workshop with staff and Council to define residential strips.

August 10, 2021: Planning board presentation 1st Public Hearing; Planning board tables decision to make proposed zoning maps available and address traffic, taxes and comprehensive plan tie-in.

August 18, 2021: 2nd Public Notices goes out to 807 properties. Area is redefined based on Council input on August 2nd, 2021.

September 14, 2021: Planning Board Presentation 2nd Public Hearing. (we are here-potential recommendation to the Council from Planning Board)

October 4 at 5:30PM: Residential Strips Workshop at the Senior Community Center. (Public Welcome)

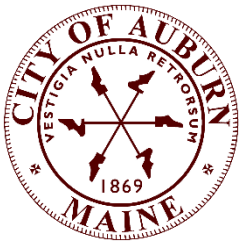
October/November: First and Second Readings for new ordinance adoption. (Council vote required to move forward)



City Council Order

IN CITY COUNCIL

Be it ordained, That the City Council approve zoning map amendment expanding the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone from the current depth of 450 Feet from center line of the roadway to a depth of 750 Feet from the centerline of the roadway or the rear property boundary, whichever is less, as shown on the provided maps.



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: December 6, 2021

Orders: 38-11152021 – 44-11152021

Author: Phillip L. Crowell, Jr., City Manager

Subject: Mayor, City Council, School Committee, Planning Board, and Regulatory Committee Compensation

Information: Compensation for the Mayor, City Council and School Committee were adopted by City Charter in 1990 and adopted into Ordinance on April 16, 2013 – ordinance 04-04162013: Salaries of the Mayor and Council (Sec. 2-25) and Salaries of School Committee Members (Sec. 2-382). The elected officials' compensation has not been increased since 1990.

Per ordinance, the compensation is issued annually as follows: Mayor - \$4,000 and payable quarterly, City Councilors - \$1,800 and payable monthly, and School Committee Members - \$650 payable at \$25 per meeting for up to 26 meetings per year. Total annual compensation for all is \$21,150.00.

After further review of the charter by legal counsel, the mayor and school committee have similar language as the councilors, **thus prohibiting the compensation ordinance change for the elected term 2021 – 2023**. Ordinance does not prohibit the compensation for the Planning Board Appointments (Regular and Associate) - \$650, and Regulatory Board - \$600.

In accordance with the city charter, no ordinance increasing such salary shall become effective until the date of commencement of the terms of Mayor, Councilors, and School Committee elected at the next regular election. The proposed increase in compensation will need to come into effect after the next term. In 2023, following the incoming term, the council recommends the city ordinance to reflect an increase to the annual compensation for 2023 after the inauguration for Mayor - \$7,000, City Councilors - \$ 4,000, School Committee Members - \$4,000, Planning Board Appointees - \$1,200.

City Budgetary Impacts: After all compensation increases are in effect, the total compensation will increase from \$21,150 to \$78,000.

Staff Recommended Action:

Staff recommends **amending** Order 38-11152021 (Mayor's compensation) to include an effective date of 12/18/2023.

Staff recommends a vote to **NOT** pass Order 39-11152021 (School Committee Compensation, first increase).

Staff recommends **passage** of Orders:

40-11152021 (Planning Board initial compensation)

41-11152021 (Regulatory Advisory Board compensation)

42-11152021 (City Council increase effective 12/18/2023)

43-11152021 (School Committee increase effective 12/18/2023)

44-11152021 (Planning Board increase effective 12/18/2023).

Previous Meetings and History: City Council – April 16, 2013, November 1, 2021, November 15, 2021.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article I., Sec. 2-25 – Salaries, (1) Mayor.

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 2, Article I, Sec. 2-25 (1) as follows:

Sec. 2-25. Salaries of the Mayor and Council.

Elected officials shall receive the following annual salaries, payable as listed:

(1) *Mayor*. The mayor shall receive an annual salary of ~~\$4,000.00~~ \$7,000, payable quarterly.



ORDINANCE 39-11152021

City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article V, Division I, Sec. 2-382 – Salaries of School Committee Members

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 2, Article V, Division I, Sec. 2-382 as follows:

Sec. 2-382. Salaries of School Committee Members.

Elected School Committee Members shall receive the following annual salaries, payable as listed:

- (1) *School committee.* Each member of the school committee, shall receive an annual salary ~~at the rate of \$25.00 \$1,800 per meeting for up to 26 meetings per year payable~~ monthly.
- (2) The Mayor or his/her designee shall receive an annual salary ~~at the rate of \$25.00 per meeting for up to 26 meetings per year of \$1,800 payable monthly.~~

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Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article V, Division 4, By adding Sec. 2-466 (f) – Compensation of Planning Board

Be it ordained, that the following ordinance be adopted:

Chapter 2, Article V, Division 4, Sec. 2-466 (f) – Compensation of Planning Board

All members of the Planning Board, Regular and Associate, shall receive annually \$650, payable quarterly.



City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article V, Division 2, adding Sec. 2-441 – Compensation of the Regulatory Board

Be it ordained, that the following ordinance be adopted:

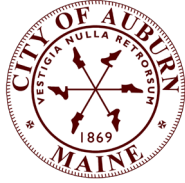
Chapter 2, Article V, Division 2, and adding Sec. 2-441 – Compensation of the Regulatory Board

All members of the Regulatory Board shall receive annually \$600, payable quarterly.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



ORDINANCE 42-11152021

City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article I., Sec. 2-25 – Salaries, (2) City Council.

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 2, Article I, Sec. 2-25 (2) as follows:

Sec. 2-25. Salaries of the Mayor and Council.

Elected officials shall receive the following annual salaries, payable as listed:

(2) City council. Each of the councilors shall receive an annual salary of ~~\$1,800.00~~
~~\$4,000.00~~, payable monthly.

This Ordinance change will take effect on December 18, 2023.

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Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



ORDINANCE 43-11152021

City Council Ordinance

IN CITY COUNCIL

Ordinance Amending Chapter 2, Article V, Division I, Sec. 2-382 – Salaries of School Committee Members

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 2, Article V, Division I, Sec. 2-382 as follows:

Sec. 2-382. Salaries of School Committee Members.

Elected School Committee Members shall receive the following annual salaries, payable as listed:

- (1) *School committee.* Each member of the school committee, shall receive an annual salary ~~at the rate of \$25.00 \$1,800 \$4,000.00 per meeting for up to 26 meetings per year payable monthly.~~
- (2) The Mayor or his/her designee shall receive an annual salary ~~at the rate of \$25.00 per meeting for up to 26 meetings per year of \$1,800 \$4,000.00 payable monthly.~~

This Change will become effective on December 18, 2023.

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Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
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Timothy B. MacLeod, Ward Two
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Jason J. Levesque, Mayor

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Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



City Council Ordinance

IN CITY COUNCIL

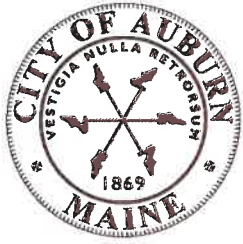
Ordinance Amending Chapter 2, Article V, Division 4, By adding Sec. 2-466 (f) – Compensation of Planning Board

Be it ordained, that the following ordinance be adopted:

Chapter 2, Article V, Division 4, Sec. 2-466 (f) – Compensation of Planning Board

All members of the Planning Board, Regular and Associate, shall receive annually ~~\$650~~ \$1,200.00, payable quarterly.

This becomes effective on December 18, 2023.



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: 12/6/2021

Ordinance: 45-12062021

Author: Chief Robert Chase

Subject: Amending the Code of Ordinances, Chapter 20-Fire Prevention and Protection, Article III-Fire Code.
Sec 20-55 – Appeals.

Information:

Proposed changes to **Chapter 20 – Fire Prevention and Protection, Article III – Fire Code. Sec. 20-55. - Appeals.**

- Added a timeline within which an appeal must be initiated. A reasonable timeline for appeal was not previously defined. This has historically resulted in long periods of time in which unsafe conditions have not been corrected.

City Budgetary Impacts: None

Staff Recommended Action: Approve Ordinance changes as presented.

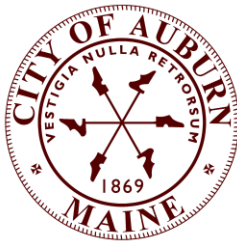
Previous Meetings and History: Workshop 11/15/2021

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

IN CITY COUNCIL

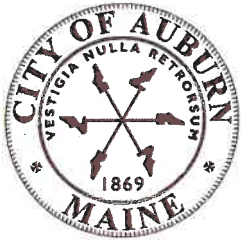
Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 20, Article III, Sec 20-55 as follows:

(a)

Appeals from determinations of the code enforcement officer that violations of the fire prevention code or the life safety code have occurred shall be submitted in writing within 10 business days of notification of violations or ruling on appeals. The first appeal shall be made to the Fire Chief, with subsequent appeals to ~~taken~~ the city manager, then to the board of appeals, and then to a court of competent jurisdiction as provided by state law.

(b)

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent form of construction is to be used.



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: 12/6/2021

Ordinance: 46-12062021

Author: Chief Robert Chase

Subject: Amending the Code of Ordinances, Chapter 20 to add Sec 20-84 requiring a fireworks permit

Information: This change would require licensed fireworks technicians to get a permit from the Fire Department before conducting a Fireworks display. This would ensure that the Fire Department is made aware of upcoming fireworks display events with enough advanced notice that standby safety teams can be scheduled. It also ensures we can review the plan for smaller displays for safety. These smaller displays are not reviewed by the state.

City Budgetary Impacts: None

Staff Recommended Action: Approve Ordinance changes as presented.

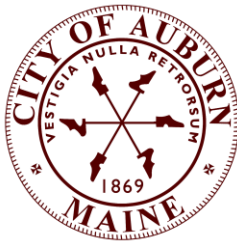
Previous Meetings and History: Workshop 11/15/2021

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

IN CITY COUNCIL

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 20, to add Sec. 20-84 as follows:

SEC: 20-84

Permits; requirements.

A person may not conduct a display without a permit. The Fire Chief shall issue a permit to possess and conduct a firework or flame effects display to an applicant who meets all safety requirements and:

A. Applies in writing to the fire department for a permit at least 14 days in advance of the proposed display;

B. Applies on forms furnished by the department. An application for a permit must include:

(1) A certificate of public liability insurance in the amount of \$1,000,000 to cover loss, damage or injuries to persons or property that might result from the display; and

(2) A site plan for the proposed display depicting a diagram of the grounds or facilities at which or in which the display will be held. The diagram must show points of discharge, fallout areas, any buildings or other structures in proximity to the display site and the location of any audience that may be present. Distances of and distances between the points of discharge and any buildings or structures must be stated on the diagram.



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: 12/6/2021

Ordinance: 47-12062021

Author: Chief Robert Chase

Subject: Amending the Code of Ordinances, Sec 20-32 – Fees for service

Information:

Proposed Changes to Sec. 20-32. - Fees for service.

- Burning a building for the purpose of demolition is no longer permitted by the DEP. There is a limited exception for specific firefighting training. This language was clarified.
- Removed Oil, propane or gas burning permit fees. We are discontinuing this inspection program. Installation of Oil, propane and gas systems must be completed by state licensed technicians, and we have seen limited benefit to this fire prevention effort.
- Removed code inspection citations as they are covered in Chapter 2, section 2-610
- Added a permit requirement for public display of fireworks. These displays can only be conducted by licensed Fire Works technicians. There is no State Permit requirement for smaller "Class C" fireworks. Due to nearby hazards, many fireworks display use these smaller shells. With no permit requirement, the Fire Department is often not notified of upcoming fireworks displays or is not notified in a timely manner. This inhibits our ability to staff standby units or put protective measures in place.

City Budgetary Impacts: None

Staff Recommended Action: Approve Ordinance changes as presented.

Previous Meetings and History: Workshop 11/15/2021

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Chapter 20, Sec. 20-32 as follows:

Sec. 20-32. - Fees for service.

Fees for fire department services shall be as provided in the city fee schedule. The fire chief shall have the authority to waive all or any portion of a fire department service fee for good cause shown. Fire department services for which fees are charged include, but are not limited to, the following:

(1) *Salvage calls.* Those calls that require the department to actively remove or mitigate those instances that could be harmful such as removal of water, smoke, odor, etc., not caused by department functions.

(2) *Stand-by at fireworks.* ~~One~~ Two firefighter at all fireworks displays (not sponsored by the municipality) from one half-hour before the show to one half hour after the show.

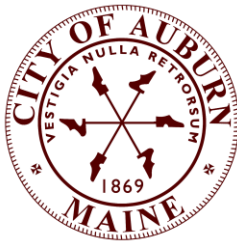
(3) *False alarm.*

a. A visual and/or audible signal including an automatic telephone dialing alarm transmitted by an alarm system, which indicates the existence of an emergency situation, when in fact, no such emergency exists. The term "false alarm" includes any activation of an alarm system by whatever means, but does not include alarms resulting from any of the following causes:

1. Severe weather conditions such as high winds, lightning, rain, freezing rain, snow or flooding;
2. Electrical service interruptions;
3. Broken city water main.

b. A fire alarm user, however, will be charged a service charge for false alarms resulting from any of the following causes:

1. Testing, repairing, alteration or addition to the fire protection or detection system without prior notification;
2. Faulty equipment or substandard installation of equipment;
3. Lack of maintenance to fire protection or detection system;



City Council Ordinance

4. Negligence that constitutes a public nuisance or jeopardizes the public welfare or safety.

c. Provisions must also be made to protect alarm systems from activating during construction. Service charges will activate on the second time a false alarm is received and will escalate with each subsequent response to a false alarm as outlined in the charges as provided in the city fee schedule.

(4) *Vehicle accidents/hazardous materials incidents.* Providing command and control, scene safety, extrications, fire suppression, hazard mitigation, etc., at vehicle accidents.

(5) *Hazardous materials incident.* A hazard that poses a potential threat to life, health, environment or property. It may require limited or large scale evacuation of nearby residents or facilities; involvement of two or more jurisdictions; and/or the fire department to supply water, breathing air, air monitoring, ventilation, and medical monitoring, as well as operational level mitigation such as diking, diverting or denying entry.

(6) ~~*Demolition-Training burn resulting in demolition.*~~ The burning of structure in lieu of raising it and transporting building materials to a solid waste facility. This is only allowed for bona fide fire training. Requests will be processed, when the fire chief or his designee determines that it is safe to do so, that there is sufficient value in the training, and the property owner has provided documentation of having met all of the DEP compliance requirements.

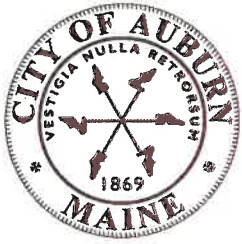
~~(7) *Oil/propane/gas burner permit.* Any new or replacement burner requires a permit for installation.~~

~~(87)~~ *Out of control burns.* Persons allowing open burning to get out of control, requiring the response of the fire department, shall be charged a fee as listed in this chapter.

~~(89)~~ *Illegal or unauthorized burning.* Any type of burning that is identified as illegal or unauthorized will be charged a fee as listed in this chapter.

~~(10) *Billing of excess time.* Fire investigations requiring one hour or more of staff time will be billed per hour in accordance with the fees as listed in this chapter.~~

~~(11) *Code inspection citations.* Fees assessed for subsequent code violation inspections that indicate violations continue to exist will be charged a fee as listed in this chapter.~~



City of Auburn
City Council Information Sheet

Council Workshop or Meeting Date: 12/6/2021

Ordinance: 48-12062021

Author: Chief Robert Chase

Subject: Amending the Code of Ordinances, Appendix A: Fees; Fire Prevention and Protection.

Information:

Proposed Changes to **APPENDIX A: FEES; Fire Prevention and Protection**

- Removed fee for oil and propane or gas permits. We are discontinuing this inspection program.
 - New fees are based on the principal of being reimbursed for the cost incurred rather than a flat rate. For example, the fees for out-of-control burns should be reflective of the costs incurred by the department to mitigate the situation.
 - Some of the changes are to align the fees with existing or proposed ordinance wording. For example, the previous fee for false alarms indicated that fees would be assessed on the first false alarm, when the ordinance language says it will be assessed on the second.
 - Defining a billable rate for Fire Department Apparatus use. There is a benefit to establishing a fee rate for fire service apparatus. Having rates defined by ordinance allows us to submit for reimbursement or restitution at those rates during certain state or national disasters, or if the fire was a result of a criminal act. In the absence of these adopted rates, the charges default to a much lower FEMA established rate.
-

City Budgetary Impacts: Will make the department eligible for higher reimbursements if a disaster is declared or when seeking restitution for an illegal act.

Staff Recommended Action: Approve Ordinance changes as presented.

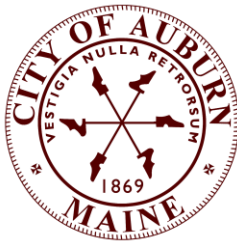
Previous Meetings and History: Workshop 11/15/2021

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Ordinance

Be it ordained, that the City Council hereby approves the amendment of Auburn's Code of Ordinances, Appendix A, Section: Fire Prevention and Protection as follows:

APPENDIX A: FEES AND CHARGES

Fire Prevention and Protection

Fire department services:

~~Oil, propane or gas burner permits:~~

~~Issuance—each30.00~~

~~Reinspection—each30.00~~

Reports—per copy10.00

Research—per hour (1 hour minimum)20.00

Old hose—per foot1.00

Coverage of a fire/EMS event—per person ~~per hour~~~~45.00~~ 50.00 plus apparatus rate

Accident or fire photos—each—unless otherwise determined by fire chief10.00

Photos printed outside of agency—each—plus actual costs20.00

Environmental reviews—each~~40.00~~ 20.00

Fireworks standby—per hour200.00

Training burns resulting in Demolition ~~burns~~2,500.00

Fire investigations—per hour100.00

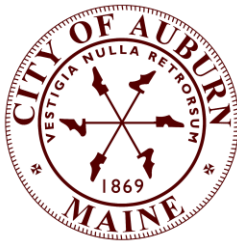
Hazard material incidents: Cost of response – see apparatus costs- plus cost of materials and supplies used.

~~First hour200.00~~

Holly C. Lasagna, Ward One
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Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



ORDINANCE

City Council Ordinance

~~Per each addition hour400.00~~

Illegal/unauthorized burning response—per hour~~200.00~~ 250.00

Out of control burn response—~~per hour200.00~~ cost of response – see apparatus costs

Vehicle accidents—per hour~~200.00~~ 250.00

Extrication of patients from vehicle – 300.00

Spill control and clean-up – 100.00

Salvage calls—residential:

Labor—per hour150.00

Sump pump—each—per hour50.00

Salvage calls—commercial—per hour500.00

~~Life safety code:~~

~~Inspection citations—per violation50.00~~

~~Each inspection revealing continued violation100.00~~

False alarms—received in one calendar year:

~~First~~ Second100.00

Increase in first alarm fee for each subsequent alarm100.00

Fireworks:

Use or possession with intent to use in the city:

First offense (plus costs):

Not less than200.00

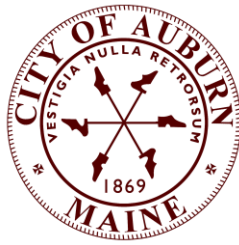
Not more than400.00

Second and subsequent offenses (plus costs):

Holly C. Lasagna, Ward One
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Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



ORDINANCE

City Council Ordinance

Not less than300.00 per violation

Not more than600.00 per violation

Sale or possession with intent to sell in the city:

First offense (plus costs):

Not less than500.00

Second and subsequent offenses (plus costs):

Not less than1,000.00 per violation

APPARATUS RATES: Includes normal crew assignment

Engine – per hour – 250.00

Aerial Device – per hour – 350.00

Rescue – per hour – 150.00

Boat – per hour – 150.00

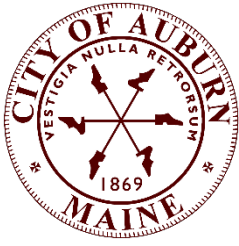
Command Unit – 100.00

Forestry/Brush Truck – 150.00

Holly C. Lasagna, Ward One
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Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 132-12062021

Author: John Blais, Deputy Director Planning & Permitting and Eric Cousens Director Planning & Permitting

Subject: Auburn Comprehensive Plan Amendments, Chapter 2, Future Land Use (FLU) Plan Public Hearing and Approval

Information: In November of 2020, the City Council voted to create a Comprehensive Plan Workgroup to focus on revising the following topics related to the Future Land Use Map in the 2010 Comprehensive Plan:

1. Future Land Use Map – Potential Turnpike Exit near 136 and/or South Main Street.
2. Future Land Use Map – Industrial Transition Zone near Broad and South Witham Road.
Council, Planning Board, Staff and Landowners have considered this as a potential residential growth area that would require less infrastructure than an industrial change. Easy Turnpike access from Exit 75.
3. Future Land Use Map – Consider expanded downtown form-based code to reduce setbacks and density limitations in urban neighborhoods. Ensure consistency with existing development patterns or forge new direction in certain areas.
4. Future Land Use Plan/Map - Review to see if a reduction in the number of proposed Zoning Districts is feasible.
5. Future Land Use Map – Downtown. Review current tasks, progress to date, and adjust policy as needed with a focus on walkability, livability, and economic expansion opportunities.
6. Gateways/Fragmentation - Looking at the proposed Future Land Use Map for access points to the city and their designated zoning to reduce fragmentation in the city.

Highlighted Changes:

Current Agriculture and Resource Protection Zone

There are currently 20,374 acres in the city that are Zoned Agriculture/Resource Protection. Of those, 19,656 Acres are shown on the Proposed Future Land Use Map to remain in Agriculture District.

403 Acres to Conservation/Open Space

- 314 Acres Mount Appetite
- 50 Acres Mt. Auburn Cemetery
- 37 Acres Gracelawn Cemetery
- 0.7 Acres N. River Road PID: 326-006 (Cemetery)

- 0.1 Acre Riverside Drive PID: 192-001 (Cemetery)
- 0.3 Acre Riverside Drive PID: 115-010 (Cemetery)
- 0.2 Acre Jordan School Road PID: 019-009 (Cemetery)
- Other misc. small cemeteries

11.5 Acres to Traditional Neighborhood Development District

- Bradman/North River/Stetson, Resource Protection. Separation between Ag & RP. Effort to avoid leapfrogging between zones. The shoreland zone regulations for resource protection dictate allowable uses in this area and provisions for each. The future land use map should not be based off a district such as floodplain or shoreland zone which can change over the duration of the comprehensive plan.

147 Acres to Suburban Development District

- Between Turnpike, Old Danville, and Hackett. This was done to again create one cohesive zone that avoids leapfrogging and geographically made the most sense for this essentially landlocked neighborhood abutting the turnpike.

143 Acres to Commercial Development District

- 112 Acres Gracelawn Gravel Pit
- 131 Acres Center Street General Business/Shoreland Zone Corridor along Bobbin Mill Brook

14 Acres to Rural Development District

- 14 Acres Oak Hill Road/Turner Road Neighborhood) – Lake Auburn Watershed Protection off Turner/Fair Street (probably an oversight) – This change was intended to capture the oak hill road/Andrew drive neighborhood but inadvertently captured the lake auburn watershed property as well

Current Conservation / Open Space

Current zoning has 52 acres in Conservation / Open Space. The proposed Future Land Use map does not remove any currently zoned Conservation/ Open Space areas.

Current Form-Based Code Zones

Current zoning has 452 acres in Form-Based Code. The proposed Future Land Use map does not remove any currently zoned Form-Based Code areas.

Current General Business Zone

There are currently 2,209 Acres in the City that are Zoned General Business.

- 1,190 acres are shown on the proposed Future Land Use Map as Commercial Development District

- 706 Acres of Washington Street Corridor to Commercial Form-Based Code Gateway Development District (Washington Street)
- 188 Acres of the Center Street / Mount Auburn Ave Corridor to General Business to Commercial Form-Based Code Gateway Development District (Union/Center/Turner). Most buildings in this area are multifamily dwellings, with some retail mixed in that is compatible with the residential uses, such as the karate studio
- 103 Acres in North River Road/Stetson Road area to Traditional Neighborhood Development District
- 17 Acres along Center Street, south of boat launch, to Suburban Development District
- 5 Acres of Oak Hill Cemetery to Conservation / Open Space.

Current General Business II Zone

Current zoning has 309 Acres in General Business II. The proposed Future Land Use map does not remove any currently zoned General Business II areas; it renames them as "Commercial Development District" and groups them with existing General Business Areas.

Current Industrial Zone

There are currently 3,374 Acres of Land Zoned Industrial in the City. Of those, 3,149 acres are shown on the Future Land Use Map as Remaining in Industrial Development District.

- 94.5 Acres abutting the Turnpike to Commercial Development District. The Committee Determined that this Area Abutting the Turnpike would be better Suited for Commercial Uses as Opposed to Industrial
- 330 Acres along Hackett Rd to Suburban Development District. This was another change that was proposed by the Committee to match much of the current residential pattern in the area.

Current Low Density County Residential Zone

There are currently 1,737 Acres of Land in the City Zoned as Low-Density Country Residential. The Proposed Future Land Use Map Eliminates the Low-Density Country Residential Zoning District and Disperses the Area into Four Zoning Districts.

The proposed Rural Residential Zoning District closely resembles the existing Low-Density Country Residentially zoned areas Geographically as well as suggested densities.

- 980 Acres to Rural Development District. The proposed Rural Development District closely resembles the existing Low-Density Country Residentially zoned areas geographically as well as suggested densities.
- 673 Acres to Suburban Development District. These areas were identified as denser than existing Low Density Country Residential areas on the outskirts of the city (often referred to as strips). As such, the Committee decided to group them into the Suburban Development District, a denser District.
- 66 Acres to Traditional Neighborhood Development District. These represent areas of LFCR that are landlocked between other zoning districts and the committee felt could become higher density areas.

- 19 Acres to Conservation / Open Space

Current Multifamily Suburban Zone

There are currently 401 Acres of Land in the City Zoned as Multifamily Suburban. The Proposed Future Land Use Map Eliminates the Multifamily Suburban Zoning District and Disperses the Area into Two Zoning Districts. Traditional Neighborhood Development District and Conservation/Open Space. The Traditional Neighborhood Zoning District Closely Matches the Existing Multifamily Suburban Densities and are Surrounded by Traditional Neighborhood Areas, Currently Identified as Urban Residential.

- 378 Acres to Traditional Neighborhood Development District
- 22 Acres to Conservation / Open Space - Oak Hill Cemetery

Current Neighborhood Business Zone

There are currently 5.5 Acres of Land in the City Zoned as Neighborhood Business. These areas are reserved for commercial type uses that are compatible with neighborhoods. The Proposed Future Land Use Map Eliminates the Neighborhood Business District and Disperses the Area into Three Zoning Districts. These Zoning Districts are each proposed to contain provisions that allow for commercial uses which are compatible with neighborhoods and meet certain standards.

- 2.9 Acres to Traditional Neighborhood Development District
- 1.6 Acres to Residential Development District
- .6 Acre in Suburban Development District
- .3 Acre in Residential Development District

Current Rural Residential Zone

There are currently 6,044 Acres of land zoned Rural Residential in the City.

- 2162 Acres to Suburban Development District
- 1571 Acres to Traditional Neighborhood Development District
- 1333 Acres to Residential Development District
- 971 to Rural Development District*
- 6 Acres to Conservation / Open Space

Current Suburban Residential Zone

There are currently 1,845 Acres of land zoned Suburban Residential in the City. A majority of the existing Suburban Residential District is proposed to be zoned Traditional Neighborhood Development District.

- 1202 Acres to Traditional Neighborhood Development District
- 597 Acres to Suburban Development District. Similar title, but different densities.
- 31 Acres to Conservation / Open Space (Auburn Suburban)
- 16 Acres to Commercial Development District. These parcels are abutting land already used for commercial purposes.

Current Urban Residential Zone

There are currently 2397 Acres of land zoned Urban Residential in the City. This Zoning District is proposed to be removed and replaced primarily with Traditional Neighborhood Development District.

- 2336 Acres to Traditional Neighborhood Development District
- 44 Acres to Conservation / Open Space (Pettingill Park)
- 18 Acres to Commercial Development District. These include the 12-acre Walton School neighborhood and acres where the General Business District ends abruptly and becomes strictly residential for cohesiveness.

* The total acres reflect recommendations from the planning board at the special meeting on October 26, 2021 with a vote to pass 4-1-1: Rural Residential strips to be zoned Rural Development District in the Lake Auburn Watershed.

City Budgetary Impacts: None Currently.

Staff Recommended Action: Conduct a Public Hearing and approve the Future Land Use Map including the recommendation of the Planning Board to change proposed Rural Residential strips to be labeled as Rural Development District in the Lake Auburn Watershed as shown on the updated map and the added text to the FLU Chapter referencing the Lake Auburn Watershed Study.

Staff also recommends a Parcel ID 199-052 (Washington Street) that is proposed and currently Industrial Zone be shown as Commercial Form-Based Code Gateway Development District in the Future Land Use Map. The abutting parcels to the north are residential use and multifamily. The other directions provide direct access to General Business District. This zone change would be good transition (gateway) use between the residential and commercial areas that allows for land use flexibility.

Previous Meetings and History: June 16, 2021, August 10, 2021 (workshops) September 14, 2021 (tabled meeting Planning Board) October 26, 2021 (special meeting Planning Board)

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:

Interactive GIS Mapping Dashboard:

<https://www.arcgis.com/apps/dashboards/93317798ad0d4fd8a132e84fcd327a3c>

Side by Side Comparison of Future Land Use to Existing Zoning:

<https://auburnme.maps.arcgis.com/apps/Compare/index.html?appid=3b286deb4d5e41dd876406ac474835a0>

Comprehensive Plan Updated FLU Chapter



City of Auburn, Maine

Office of Planning & Permitting

Eric Cousens, Director

60 Court Street | Auburn, Maine

04210 www.auburnmaine.gov |

207.333.6601

November 19, 2021

Re: City Council - Public Hearings and Votes – December 6, 2021

To Whom It May Concern,

You are receiving this notice because the City Council intends to hold a Public Hearing on Monday, **December 6, 2021 at 7:00 PM** for an ordinance amendment that is within 500 feet of a property that you own, and we are required to notify you of the meeting. The Meeting will be at Auburn City Hall, 60 Court Street Auburn, Maine 04210 in the City Council Chambers.

1. Proposed Amendment to the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone to expand from a Width of 450 feet to a Width of 750 feet from the centerline of the roadways. Background materials concerning these changes have been uploaded and are available for viewing on the city website at: www.auburnmaine.gov/pages/government/planning-board-agendas dated November 9, 2021. This will be the second and final reading.

Planning Board Recommended Action: The Planning Board recommends that the City Council **should not** approve the Amendment to the Low-Density Country Residential and Rural Residential Strips abutting the Agriculture/Resource Protection Zone to expand from the center line of the roadway to a Width of 450 Feet to a width of 750 Feet or the rear property line, whichever is less.

2. Comprehensive Plan Chapter 2: Future Land Use Plan. (*Draft Mapping & future Zoning Updates*) Background materials concerning these changes have been uploaded and are available for viewing on the City website at: www.auburnmaine.gov/Pages/Government/Planning-Board-Agendas dated October 26, 2021.

Planning Board Recommended Action: To approve the Future Land Use Map with a change to proposed Rural Residential Development strips (1/2 Acre Minimum Lot size) to be labeled as Rural Development District (3-acre Minimum Lot size) within the Lake Auburn Watershed as shown on the updated map and the added text to the FLU Chapter referencing the need to consider the Lake Auburn Watershed Study before any increase in density in the watershed is approved.

Additional information will be
uploaded: [https://www.auburnmaine.gov/pages/government/city-council-
agendas](https://www.auburnmaine.gov/pages/government/city-council-agendas) in advance of the meeting.

Please do not hesitate to contact jblais@auburnmaine.gov or 207-333-6601 ext.
1334 if you have any questions.

Sincerely,

John Blais
Deputy Director of Planning and Permitting



ORDER 131-12062021

City Council Order

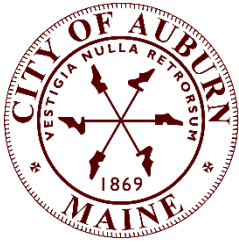
IN CITY COUNCIL

ORDERED, that the City Council approve the proposed amendments to the Future Land Use Plan Chapter of the Comprehensive Plan, including the recommendation of the Planning Board and Staff to change proposed Rural Residential strips to be labeled as Rural Development District in the Lake Auburn Watershed as shown on the updated map and the added text to the FLU Chapter referencing the Lake Auburn Watershed Study. The map shall also be edited such that Parcel ID 199-052 (Washington Street) be shown as Commercial Form-Based Code Gateway Development District.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 132-12062021

Author: Brian Wood, Assistant City Manager, Jill Cunningham, IT Dept., Database Manager

Subject: ARPA (American Rescue Plan Act) Asset Management Software

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

The City of Auburn currently does not have a computerized maintenance management system (CMMS). City staff has reviewed its current procedures for scheduling equipment maintenance and recognize that in order to increase long-term operations of all equipment, fleets, and technology, the city should procure a computerized maintenance management system. This integration would provide for analyzing and prioritizing the management of city-wide assets and data to support cost efficient decisions.

Staff recommends the procurement of a new CMMS software in the amount of \$180,000. This project aligns with ARPA priority #5 Infrastructure 5.17 Broadband: Other Projects.

City Budgetary Impacts: None.

Staff Recommended Action: City Council vote to allocate \$180,000 in ARPA funds, to procure a computerized maintenance management system (CMMS).

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, October 18, 2021, November 1, 2021, November 15

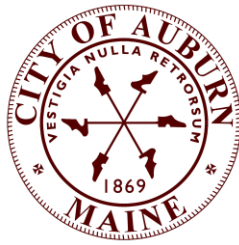
Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



ORDER 132-12062021

City Council Order

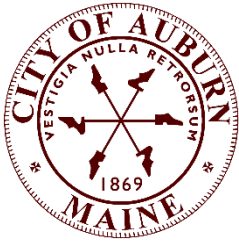
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council allocate \$180,000. from the American Rescue Plan Act (ARPA) funds to procure a computerized maintenance management system (CMMS).

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



City of Auburn City Council Information Sheet

Council Workshop or Meeting Date: December 6, 2021

Order: 133-12062021

Author: Phillip L. Crowell, Jr., City Manager

Subject: ARPA (American Rescue Plan Act) Museum L/A Project

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

At the November 15, 2021, City Council Workshop, representatives from Museum L/A, were here to discuss their capital campaign to expand the current facility. The cities of Auburn and Lewiston are at a crossroads and any cities that are growing needs a museum. Expanding the museum is part of Auburn's Strategic Plan. The proposed expansion would provide for a 32,000 square foot space. The expansion would include classrooms, permanent exhibition space, a cafe/restaurant and is in line with what both cities are doing along the river. Estimated total cost for the project is approximately \$17,000,000 with anticipated groundbreaking in the spring of 2023 and completed by 2024.

The cities of Auburn and Lewiston have upwards of nine million people who visit our communities. Tourists spend approximately \$785 each per day in our communities. State tax revenue increases are also realized with increased tourism. Representatives are requesting that the cities of Auburn, Lewiston and Androscoggin County utilize ARPA funds to address ARPA's Priority #2 – Negative Economic Impacts - 2.11 Aid to Tourism, Travel or Hospitality. The expansion of Museum L/A would increase tourism in our communities with projected direct impacts to lodging, restaurants and shopping of \$1,300,000.

Museum L/A is asking proportionate contributions as follows: Androscoggin County \$3,000,000, the City of Lewiston contribute \$2,500,000. and the City of Auburn \$1,500,000. Museum L/A will also seek funding from the State of Maine as well as private donors.

City Budgetary Impacts: None.

Staff Recommended Action: City Council vote to allocate no more than a 66% portion the City of Lewiston's contribution - not to exceed \$1,500,000., of ARPA funds for the Museum L/A expansion project.

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, October 18, 2021, November 1, 2021, November 15, 2021.

Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:

- L/A Museum's Powerpoint presentation 11-15-2021

City of Auburn:

Propelling Auburn's Strategic Plan

With an Investment in the New Museum

November 15, 2021

Agenda

- Museums as Economic Engines
- The New Museum: Integral to Auburn's Strategic Plan
- A Shared Commitment to the Capital Campaign

The New Museum: Icon of Regional Industry & Heritage



The Project

Redevelopment of the Camden Yarns Mill

32,000 sq ft of space

- Permanent collection exhibits
- Temporary gallery space
- Event & education space
- Climate controlled storage
- Restaurant
- Administrative offices

The New Museum will present the unique treasures and stories of the region in a fitting, visually impactful, high-quality setting.

Vibrant Examples of Museums as Icons of Cities and Heritage



Mill City Museum
Minneapolis-St. Paul



Senator John Heinz History Center
Pittsburgh



Museum of Industrial Heritage
Bologna, Italy

Museums Are Economic Engines

Impact of Museum Jobs & Expenditures

- 3.2 multiplier on museum expenditures
- Every direct job supports one additional job in the economy
- Museums return more than \$5 in tax revenue for every \$1 they receive in funding from all levels of government

Tourism Impacts

- 76% of U.S. leisure travelers participate in cultural or heritage activities like visiting museums.
- These travelers spend 60% more on average than other leisure travelers.
- Museums spur tourism in new areas.
- Maine tourism bounced back in 2021 - New Museum will help region access this growth.

Business Impacts

- Bloomberg BusinessWeek and Money Magazine use the concentration of museums in their calculations of Best Cities and Best Places to Live, respectively.
- Increasing museum density, programming, and marketing can help attract new folks to an area to live and work.

The New Museum: Integral to Auburn's Strategic Plan

Auburn will:

- Develop a **clear identity** for Auburn's downtown
- Attract **quality businesses** to create good employment opportunities
- **Value** historic, cultural, and artistic **assets**

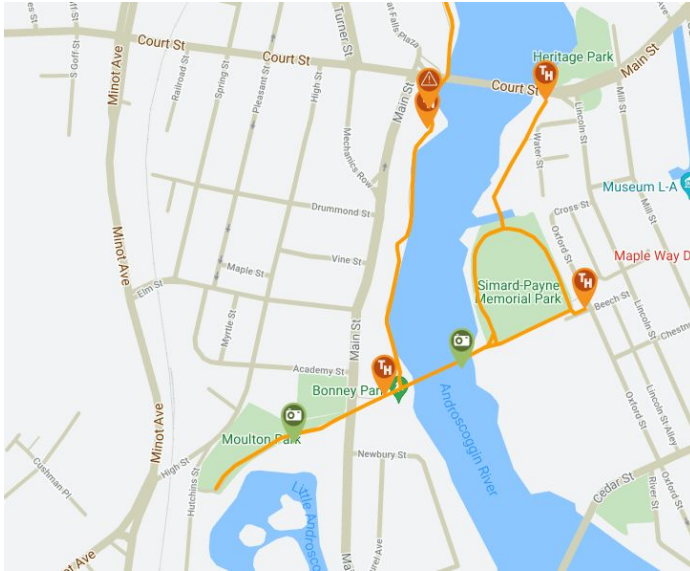


New Museum will:

- **Associate** the region with an iconic cultural institution and a distinctive building and **connect** riverfront venues and facilities
- **Appeal directly** to businesses seeking to locate in places with strong cultural assets
- **Extend** Auburn's relationship with the Museum and the collaboration with Androscoggin Historical Society to **assure that assets are preserved and featured** to tell the stories of the region

The New Museum: Economic and Downtown Wins for Auburn

Strengthening Links to Auburn Assets and Neighborhoods



\$1.5M to date in
environmental
cleanup &
stabilization on
the site

\$14M in
construction
and materials to
create the
New Museum

Estimated \$1.3M in
Direct Impact on
region from
operations annually

Additional Indirect
Tourism and
Business Impacts

With the vision in place, the time is now to raise the money.

The efforts of many have brought us to this moment. We acknowledge those efforts, and stand on others' shoulders as we move into the next phase.

- The path is clear.
- The team is here.
- The time is now.

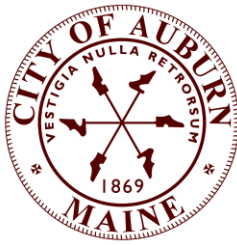
Capital Campaign		
<i>Raised to date</i>	<i>\$1.0</i>	<i>million</i>
City of Auburn	\$1.5	million
Other Local Government	\$4.5	million
Federal & State	\$3.0	million
Major Donors	\$3.0	million
Foundations	\$3.0	million
General Campaign	\$1.0	million
Achieving Our Goal	\$17.0	million

Thank you.
Your support and your vote
are essential
to bringing the New Museum to life.

Questions

Citations

- [*Museums as Economic Engines, An Economic Impact Study*](#); December 2017
- [Maine Office of Tourism, 2020 Economic Impact and Visitor Tracking Report](#); January - December 2020
- Maine Stakeholders [Summer Visitor Tracking Report](#), May-August 2021



ORDER 133-12062021

City Council Order

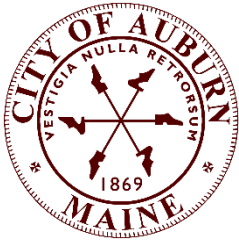
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council vote to allocate no more than a 66% portion the City of Lewiston's contribution - not to exceed \$1,500,000., of ARPA funds for the Museum L/A expansion project.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 134-12062021

Author: Phillip L. Crowell, Jr., City Manager

Subject: ARPA (American Rescue Plan Act) Premium Pay for First Responders (Police & Fire)

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

Per the U.S. Department of The Treasury Federal Register Rules and Regulations that govern the American Rescue Plan Act funds, payments may be made to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency. These are workers who have been and continue to be relied upon to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Premium Pay is intended to compensate workers that faced or face heightened risks due to the character of their work and defines essential work as involving regular in-person interactions or regular physical handling of items that were also handled by others. This project aligns with ARPA priority #1 Public Health 1.9 Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to Covid-19.

Since the beginning of the Covid-19 pandemic in January 2020, the City of Auburn's first responders – Police Fire, and EMS personnel – have incurred an added health risk. The Mayor's ARPA Ad-Hoc Committee has reviewed other municipalities "Premium Pay" paid to its first responders. Based on the findings from that review, the committee recommends allocating \$1,500 to each sworn police officer and firefighter who is employed with the City of Auburn on the date of City Council approval.

Additionally, beginning November 15, 2021, the State of Maine will be issuing checks in the amount of \$300 to all Mainers who worked through the pandemic which will bring the first responder total "premium pay" to \$1,800.

The allocation from ARPA funds will include \$175,000 to first responders as well as associated fringe benefits in the amount of \$25,000 for a total allocation of \$200,000.00.

City Budgetary Impacts: None.

Staff Recommended Action: Vote to allocate \$1,500. in Premium Pay for each sworn police officer and firefighter who is employed on the date of City Council approval for a total of \$175,000 as well as the associated fringe benefits of \$25,000 – for a total ARPA Fund allocation of \$200,000.00.

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, October 18, 2021, November 1, 2021, November 15, 2021.

Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:



I concur with the recommendation. Signature:

Attachments:



Auburn Fire Fighter's Local 797

International Association of Fire Fighter's AFL-CIO, CLC

550 Minot Avenue, Auburn, Maine 04210

(207)-333-6633

Chris Moretto
President

Justin Carver
Vice President

Tyler Arsenault
Secretary

Josh Harris
Treasurer

Chris Washburn
Member at Large

November 26, 2021

TO: Phillip Crowell, City Manager
City of Auburn, Maine
60 Court Street
Auburn, Maine 04210

VIA: Brian Wood, Assistant City Manager
City of Auburn

FR: Chris Moretto, President
IAFF Local 797
550 Minot Ave, Auburn Maine 04210

RE: American Rescue Plan Funds Counteroffer

Dear Mr. Crowell & Mr. Wood,

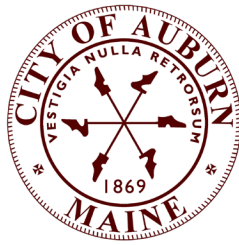
In response to the recent publication from the City Council of Auburn in allocating American rescue plan act funds in the amount of \$1500 to the Auburn Professional Firefighters, we the local would ask that the council consider a counteroffer to their proposal.

In the recent months, municipalities all around the state have been allocating ARP funds for first responder bonuses in their cities. We look forward to adding Auburn local 797 firefighters to this list. Ellsworth, South Portland, Biddeford, as well as the state of New Hampshire are amongst this list that have benefited from the generous allocations from the ARP funds. Local 797 asks the Auburn City Council to consider a \$2800 bonus per firefighter along with the allocation of a firefighter personal flashlight for their PPE. The local understands that the allocations of these funds are difficult and hopes that the council recognizes that our counteroffer is well below our original offer. We also hope the City Council recognizes that the allocation of these personal flashlights for our gear will become beneficial to us in our job and displays our level of commitment and professionalism.

As you know, these funds can be utilized for an array of things related to the City's and our response to the disease (COVID-19) itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. This is a major change to the conditions of employment for the employees of the Auburn Fire Department that are members of the bargaining unit represented by IAFF Local 797.

With warmest regards, we remain...

Sincerely,
Christopher Moretto, President, IAFF Local 797



ORDER 134-12062021

City Council Order

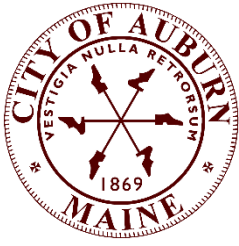
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council, utilizing American Rescue Plan Act (ARPA) funds, allocate \$1,500 in Premium Pay for each sworn police officer and firefighter who responded during the Covid-19 pandemic and who is employed with the City of Auburn on the date of City Council approval for a total of \$175,000 as well as \$25,000 in associated fringe benefits for a total ARPA Fund allocation of \$200,000.00.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 135-12062021

Author: Phillip L. Crowell, Jr., City Manager

Subject: ARPA (American Rescue Plan Act) TOT LOT Revitalization Project

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

Per a Tot Lot Workgroup Update presented at the City Council Workshop on September 20, 2021, a "Tot Lot Revitalization Project". This project would include a focus on a "Food Forest" and "Botanical Garden" and opportunities for education. Recommendations include: develop a concept design for 14-acre parcel of land, partnership with LAWCP for trail system expansion from Tot Lot to Salmon Point, installation of permanent bathrooms, outdoor classrooms to also serve as gathering or event space as well as remove/refurbish selected playground structures.

This Tot Lot Revitalization Project would become a "destination" for surrounding communities with a potential to leverage grant funding. This project will align with ARPA's Priority #2. Negative Economic Impacts 2.11 Aid to Tourism, Travel or Hospitality. We will begin by allocating \$50,000 in ARPA funds for a study of the property.

We will begin by allocating \$50,000. In ARPA funds to conduct a study of the Tot Lot area for a revitalization project.

City Budgetary Impacts: None.

Staff Recommended Action: Vote to allocate \$50,000 of ARPA funds to conduct a study of the Tot Lot Revitalization Project.

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, September 20, 2021, October 18, 2021, November 1, 2021, November 15, 2021.

Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:

- Tot Lot Workgroup Update, City Council Workshop 9/20/2021.

Tot Lot

Workgroup Update

City Council Workshop 9.20.21
Parks and Recreation Advisory Board

Workgroup Members:

Haley Warden – Workgroup Chair, Parks and Rec Board Member
Joshua Nagine – Androscoggin Land Trust, Vice President
Erica Kidd – Watershed Manager, Auburn Water District and Lewiston Water Division
Paul Everett Curtis – Androscoggin Land Trust Board Member
Wil Libby – Evergreen Outdoor Education, Trail Builder and Registered Maine Guide

Workgroup Support:

Misty Edgecomb – Parks and Recreation Advisory Board Chair
Sabrina Best – Recreation Director

Overall Workgroup Recommendations:

- Park focus would be “Food Forest” and Education
- Develop a Concept Design for 14 acre tot lot parcel
- Continued partnership with LAWCP for trail system expansion from Tot Lot to Salmon Point
- Explore addition of permanent bathrooms
- Outdoor classroom creation which would also serve as a gathering or event space
- Identify possible community/State partnerships for future trainings, workshops, and safety programming

Other Recommendations (not priority):

- Remove/Refurbish selected playground structures (nature themed)

Next Steps:

- If given the green light to continue, workgroup would focus on concept design and cost estimates. Aiming for another update in Spring 2022 to Council.

Bates Environmental Studies

Fall Semester Research Project

City of Auburn – Tot Lot Park

Project 1: Redesigning Tot Lot Park (Auburn, ME) for future environmental education and recreation

Partner: City of Auburn Parks & Recreation

Contact: Sabrina Best (sbest@auburnmaine.gov) and Will Libby (evergreenoutdoored@gmail.com)

Description: The City of Auburn's Tot Lot park, located off of Route 4 in North Auburn, occupies the former site of the state's fish hatchery. The park has several buildings, playground equipment, and picnic spots in the main open area, along with several acres of woodlands on either side of Townsend Brook (which drains into Lake Auburn). Despite its ecological, educational, and recreational potential, the park area has been underutilized ever since it was gifted to the City when the state closed the fish hatchery. Auburn's Park and Recreation Department would love to develop the park into a space for experiential and environmental education. With potential new resources — from both the City and federal infrastructure funds — available in the near future to improve existing facilities and add new amenities (e.g. trails and a food forest), Auburn Parks & Rec is especially interested in working with a group of students to inventory the park's natural and infrastructural assets and creatively plan for future development. Prior experience with plant identification, trail work, GIS, and/or environmental education would be an asset to the project, though not required (Will Libby can provide substantial guidance).

Deliverable: An inventory of existing assets/amenities, and recommendations of future development, including:

- a map and catalog of the park's main habitat types (e.g. wetlands, upland forest, etc.), as well as locations of native, invasive, rare/protected, and edible species;
- suggestions for potential locations of an outdoor classroom, along with topics/themes for a potential curriculum;
- a map of a proposed trail(s) that connects the park's various assets (e.g. habitats, species of interest, places of aesthetic value, etc.) along with any areas that should be avoided for environmental concerns or other reasons. All final maps should be shared with the City of Auburn's GIS manager to allow public viewing.

Tot Lot Revitalization Project



OUR VOLUNTEER WORK GROUP

HALEY WARDEN

Work Group Chair
Director of Engagement, APL
Parks and Recreation Board Member
L/A Arts Board Member
Auburn Resident

WIL LIBBY

Evergreen Outdoor Education Owner
Professional Trail Builder
Registered Maine Guide

JOSHUA NAGINE

Androscoggin Land Trust, VP
L/A Trails

PAULA EVERETT CURTIS

Parks and Recreation Board Member
Androscoggin Land Trust Representative
Auburn Resident

ERICA KIDD

Watershed Manager, Auburn Water
District & Lewiston Water Division

MISTY EDGECOMB

Parks and Recreation Board Chair
Small Business Owner
Auburn Resident

OUR MISSION

To create a community food forest with the 14 acre parcel currently know as Tot Lot.

Community food forests promote a culture of sharing, stewardship, and nature-centered health. This can become an educational resource for sustainability and an educational opportunity for us to share.



THERE ARE MORE THAN
70 FOOD FORESTS
CURRENTLY ACROSS
THE UNITED STATES.

THE LARGEST IS 7.1
ACRES, LOCATED IN
ATLANTA, GEORGIA.

THE FOOD FOREST
TREND IS STEADILY
GROWING EACH YEAR
SINCE 1997.

Why a Food Forest?





THE BASIC PRINCIPLE OF A FOOD FOREST

Food forests are designed to mimic a natural forest, with similar "layers" of plants that serve different roles in the ecosystem.

Food Forest

1 Canopy or Overstory Layer

2 Understory Layer

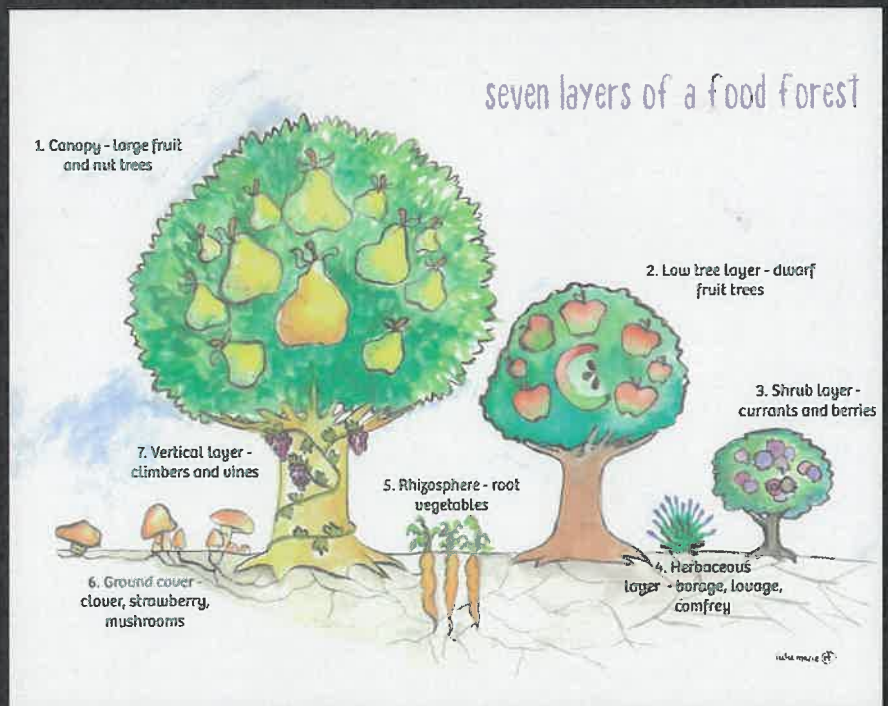
3 Shrub Layer

4 Herbaceous Layer

5 Groundcover Layer

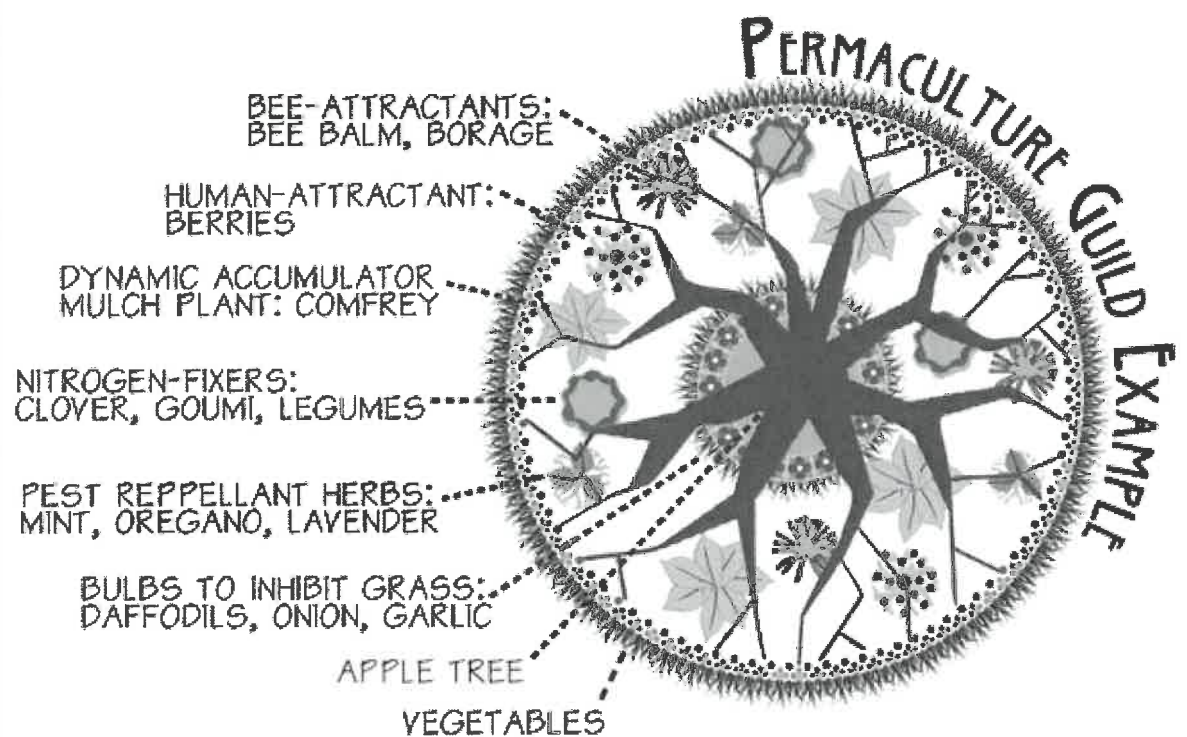
6 Underground or Root Layer

7 Vertical or Climber Layer



A fruit tree
can be
supported by
the plants
that surround
it.

We can
avoid
pesticides
and
fertilization.





This park will take on a wild and untraditional look, but with defined pathways and whimsical elements, it will be a truly unique space. It will capture the imagination while educating and feeding our community.

Public art installations will stir the imagination and also provide functional design elements







The buildings in this park will serve specific purpose, such as a welcome center, training center, and outdoor classrooms. Proper bathroom facilities will ensure this park is accessible to all.



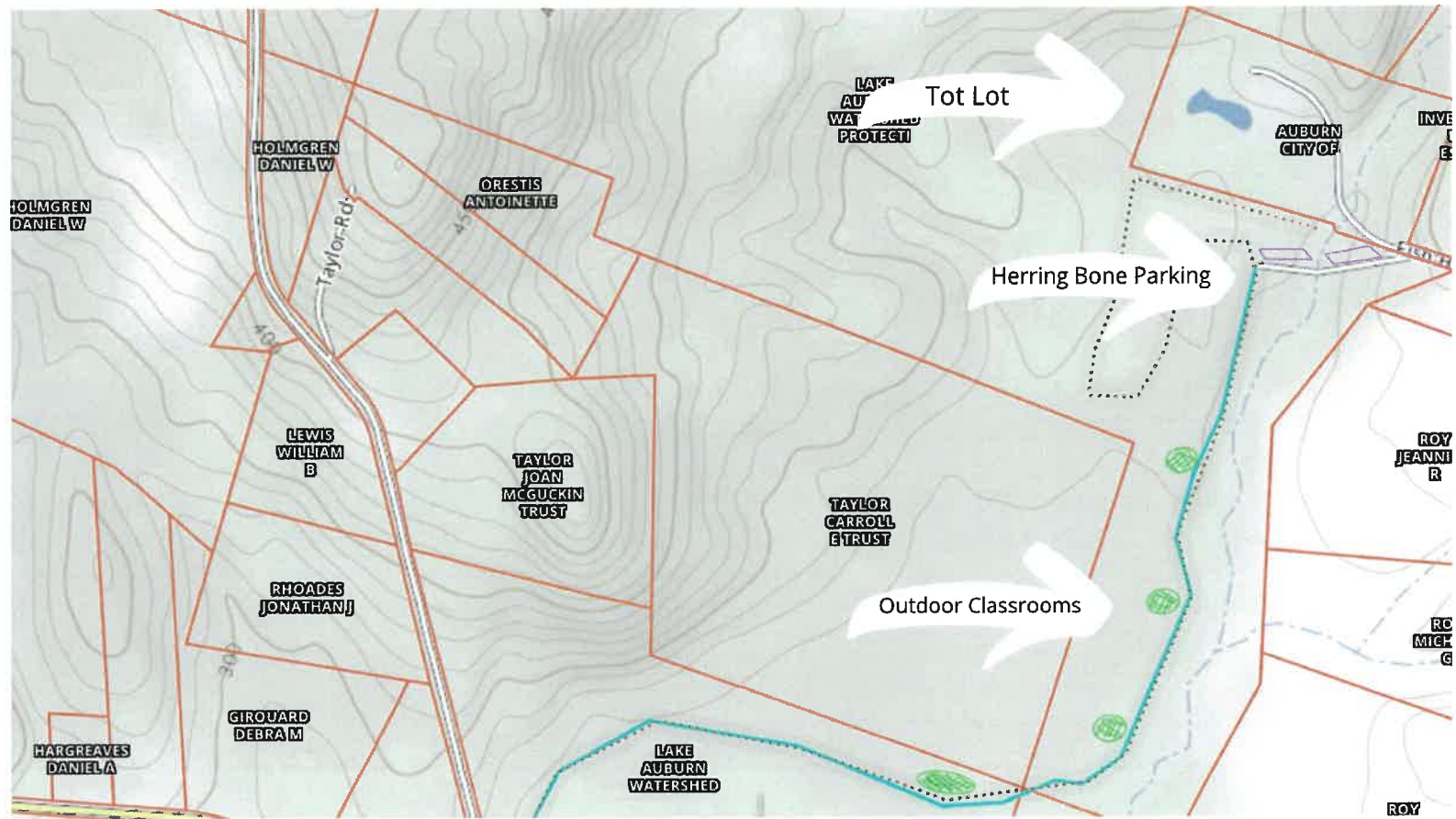
Outdoor Classroom Opportunity

16.9 million was awarded to the Maine Department of Education for pilot programs addressing remote learning, including outdoor classroom space.



The trail connector between Tot Lot and the Salmon Point Trail will be unique based on historical context, as well as the ability to focus conservation education in a watershed area.





COLLABORATORS

BATES COLLEGE


We are working with Francis Eans and the Ecology Department as a learning experience for this upcoming semester.

LAKE AUBURN WATERSHED PROTECTION COMMISSION

This partnership will allow for the creation of a connector from the Tot Lot site to the trailhead of Salmon Point Trail.

RE-TREE-US

Shelley Kruszewski, and Richard Hayden is giving us support and guidance in everything we need to know about the fruit trees.



The best time to start a food
forest was 15 years ago, the
second best time is now.
This is our time.

A Parks and Recreation Advisory Board Presentation



ORDER 135-12062021

City Council Order

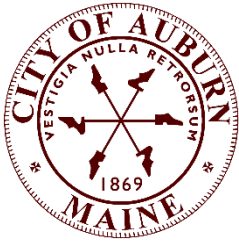
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council allocate \$50,000 in American Rescue Plan Act (ARPA) funds to conduct a study for the Tot Lot Revitalization Plan.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 136-12062021

Author: Phillip L. Crowell, Jr., City Manager

Subject: ARPA (American Rescue Plan Act) Lake Grove Municipal Beach

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

The Lake Grove Park Workgroup presented to the City Council at workshop on September 20, 2021 to discuss recommendations. Discussions have taken place with regards to improving the Lake Grove Municipal Beach. Upgrades could include new restrooms, wheelchair access, a boat dock, a fountain system, and improvements to the basketball court and parking areas. Upgrades to the playgrounds are being funded through CIP funds. Having the opportunity to resume swimming at the beach is a high priority.

The Lake Grove Municipal Beach initiative would align with ARPA's Priority #1 Public Health 1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the Covid-19 Public Health Emergency and Priority #5 Infrastructure 5.9 Clean Water: Non-point Source.

We will begin by allocating \$150,000. in ARPA funds to conduct a clean water initiative at the Lake Grove Municipal Beach.

City Budgetary Impacts: None.

Staff Recommended Action: Vote to allocate \$150,000 of ARPA funds to conduct a clean water initiative for the Lake Grove Municipal Beach.

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, September 20, 2021, October 18, 2021, November 1, 2021, November 15, 2021.

Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:

- Lake Grove Municipal Beach Workgroup Update, City Council Workshop 9/20/2021.
- Lake Grove Park Powerpoint Presentation 9/20/21.

Lake Grove Park Workgroup Update

City Council Workshop 9.20.21
Parks and Recreation Advisory Board

Workgroup Members:

Suzanne Roy – Parks and Rec Board Member and Chair of Workgroup
Leroy Walker – Resident and long time Parks and Rec employee with knowledge of the space
Erica Kidd – Watershed Manager, Auburn Water District / Lewiston Water Division
Chris Curtis – Lewiston Auburn UV Water Treatment Manager
Gary Violette – Boys and Girls Club
Chris Shae – YMCA
Steve Martelli – Auburn Resident

Workgroup Support:

Misty Edgecomb – Parks and Recreation Advisory Board Chair
Sabrina Best – Recreation Director
Ben Nugent – USDA Wildlife Services
Ken Wagner - Water Resource Services

Funding: \$100,000 in FY22 CIP for Upgrades, undetermined amount of funds from the FY22 CIP Playground account.

Summer 2021 Water Test Results:

Year	Date	Time (AM)	pH	Temp C	Total Coliform MPN	E. coli MPN	Fecal Coliform CFU	Enterococci
2021	6/3/2021	1005	6.97	20.3	186	48	12	
2021	6/9/2021	615	6.95	24.4	>2419.6	48.6	81	
2021	6/17/2021	630	6.96	20	>2419.6	858.6	384	260.3
2021	6/22/2021	630	7.11	24.5	1553.1	72.3	510	33.6
2021	6/30/2021	830	7.16	27.8	2419.6	34.5	30	16.3
2021	7/6/2021	740	7.21	21.1	1046.2	18.1	80	40.8
2021	7/12/2021	630	7.34	22.9	980.4	18.5	20	12
2021	7/23/2021	840	7.03	23.3	>2419.6	35	40	13.2
2021	7/28/2021	745	7.24	22.7	2419.6	28.8	10	23.8

* DEP says the June 17th Ecoli over 190 would be a closure. There is no specific criteria on freshwater beaches mostly saltwater. Most standards are set within the specific municipality.

Options and Recommendations

Option 1: (No Formal Study or Consultant)

- Update Playground (playground funds)
- Improve Park amenities (basketball court, dock, kayaks, walking ADA trail, seating)
- Take basic steps to mitigate the birds (City already has a beaver contract with USDA, can amend to add ducks and geese at Lake Grove. Invoiced for services performed)
- Install a fountain or two to possibly help with oxygen, otherwise beautify the area
- Council set water quality levels (there are standards for Ocean beaches not Fresh water but we can mimic other public fresh water beaches limits to be consistent with the area)
- Budget for testing, staffing, opening restrooms

Option 2: (Water fountain Consultant)

- Consult with Ken (\$5,000) to design and install a fountain system
- Update Playground (playground funds)
- Improve Park amenities (basketball court, dock, kayaks, walking ADA trail, seating)
- Take basic steps to mitigate the birds (City already has a beaver contract with USDA, can amend to add ducks and geese at Lake Grove. Invoiced for services performed)
- Council set water quality levels (there are standards for Ocean beaches not Fresh water but we can mimic other public fresh water beaches limits to be consistent with the area)
- Budget for testing, staffing, opening restrooms

Option 3: (Full Water and park consultant)

- Consultant with a firm (like Wooden and Curran) for a full study and design (\$40,000-\$115,000 pending items included).
- Update Playground (playground funds)
- Improve Park amenities (basketball court, dock, kayaks, walking ADA trail, seating)
- Take basic steps to mitigate the birds (City already has a beaver contract with USDA, can amend to add ducks and geese at Lake Grove. Invoiced for services performed)
- Council set water quality levels (there are standards for Ocean beaches not Fresh water but we can mimic other public fresh water beaches limits to be consistent with the area)
- Budget for testing, staffing, opening restrooms

Water Study Options:

Option 1 (\$40,000) is initial data gathering to help us understand the current condition of the beach/swim area to develop recommendations for next steps (first phase of a viability study).

Option 2 (\$115,000) is a fuller viability assessment with data gathering, sampling, and evaluation of water quality management options.

Overall Workgroup Recommendations:

- Refer to the area as Lake Grove Park (official name)
- Take steps needed to open for swimming by June 2022
- Establish a testing system and budget along with standards for when the water is deemed unsafe to swim in
- Upgrade Playground space to include 2-12 year old, sensory and ADA pieces
- Improve the walkability and access to the various 'destinations' within the park (water, picnic tables, playground etc) by creating a walking path that meets ADA standards
- Install dock and provide rental kayaks or paddle boats
- Install fountain in the water to beautify the area and potentially help with oxygen levels
- Improve picnic area and add comfortable seating spaces
- Update and open restrooms and budget for maintenance and cleaning needs

Other Recommendations (not priority):

- Upgrade and expand parking lot
- Install a rinse/shower area
- Improve swimming section with sand
- Fertilize and improve the open space area
- Setup a tent in the beginning of the season for groups to reserve for events or parties
- Increase events and programs held in the park
- Promote to other communities or summer camps

Lake Grove Park

A PARKS AND RECREATION ADVISORY BOARD PRESENTATION



OUR VOLUNTEER WORK GROUP

SUZANNE ROY

Workgroup Chair
Parks and Recreation Advisory
Board Member
Resident

CHRISTOPHER CURTIS

Treatment Manager,
Lewiston Auburn UV Water

ERICA KIDD

Watershed Manager, Auburn
Water District & Lewiston
Water Division.

DAN BILODEAU

President, Lake Auburn
Watershed Protection
Commission
Neighborhood Association
(LAWNA)

CHRISTOPHER SHEA

Sports & Camp Director,
Auburn-Lewiston YMCA
Resident

GARY VIOLETTE

Boys and Girls Club

LEROY WALKER

Ward 5 Auburn City Councilor
Resident

STEVE MARTELLI

Resident

WORK GROUP SUPPORT

BEN NUGENT

USDA Wildlife Services

KEN WAGNER

Water Resource Services

SABRINA BEST

Recreation Director

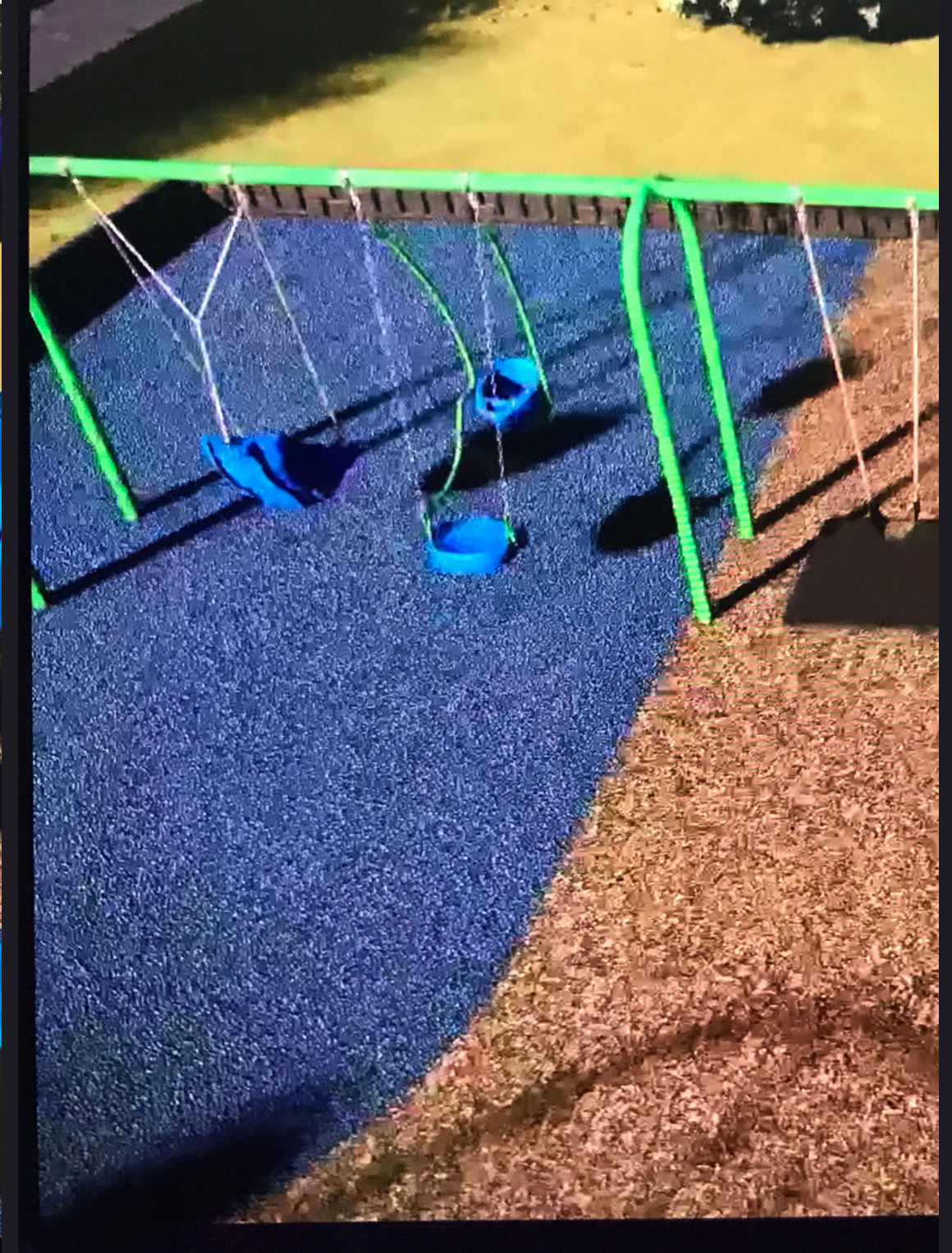
MISTY EDGECOMB

Parks and Recreation Advisory Board Chair

Our Mission

To reinstate swimming and water activities at Lake Grove Park, in addition to upgrading park amenities so they are accessible and offer residents modern playground equipment and structures.





Playground upgrade will include accessible play equipment. The rubber floor membrane and accessible swing are two features which offer a range of play experience to children of varying abilities.



Universal Updates Proposed for Park



UPDATE PLAYGROUND (PLAYGROUND FUNDS)

IMPROVE PARK AMENITIES (BASKETBALL COURT, DOCK,
KAYAKS, WALKING ADA TRAIL, SEATING)

BUDGET FOR TESTING, STAFFING, OPENING UP RESTROOMS

TAKE BASIC STEPS TO MITIGATE BIRDS (AUBURN HAS A BEAVER CONTRACT WITH USDA, CAN AMEND TO ADD DUCKS AND GEESE AT LAKE GROVE.

COUNCIL SET WATER QUALITY LEVELS.
THERE ARE STANDARDS FOR OCEAN BEACHES NOT FRESH WATER,
HOWEVER WE CAN MIMIC OTHER PUBLIC FRESH WATER BEACHES.
LIMITS TO BE CONSISTENT WITH THE AREA.

Option 1:

No Formal Study or
Consultant

Add a fountain(s) for
possible oxygen
assistance.



Option 2:

Water fountain Consultant

Possible contract with Ken Wagner(\$5,000) to design and install a fountain system.



Option 3:

Full water and park
consultant

Hire consultant firm for a full
study and design.

\$40,000-\$115,000 pending
items included.





A MEASURE OF A CITY'S GREATNESS IS TO BE
FOUND IN THE QUALITY OF ITS PUBLIC SPACES,
ITS PARKS, AND SQUARES.

John Ruskin

A PARKS AND RECREATION ADVISORY BOARD PRESENTATION



ORDER 136-12062021

City Council Order

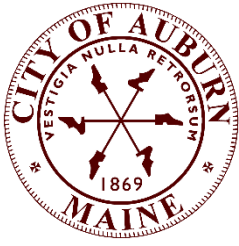
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council allocate \$150,000 in American Rescue Plan Act (ARPA) funds to conduct a water initiative for Lake Grove Municipal Beach.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Order: 137-12062021

Author: Brian Wood, Assistant City Manager

Subject: ARPA (American Rescue Plan Act) Joint Dark Fiber Network

Information: The City of Auburn has been awarded \$13,545,799.00 in federal American Rescue Plan Act (ARPA) funds. These funds must be used by May 9, 2024. Mayor Levesque created an ARPA Ad-Hoc Committee, comprised of the Mayor, Councilor Lasagna, Councilor Gerry, and city staff, to discuss potential projects that would meet the criteria set forth by the American Rescue Plan Act. Funds are to be utilized in response to the Covid-19 pandemic and its effect on our community.

In an effort to increase connectivity, maintain reliability and invest in resiliency, staff recommends that the City of Auburn join a consortium with Lewiston and AWSD to stand up a municipal owned fiber network. Lewiston and AWSD are committed to the project. Staff recommends allocating Auburn's portion - up to \$250,000. - in ARPA funds to implement this network. This project aligns with ARPA priority #5. Infrastructure 5.17
Broadband: Other Projects.

City Budgetary Impacts: None.

Staff Recommended Action: City Council vote to allocate Auburn's portion, up to \$250,000. in ARPA funds, to install a backbone dark fiber network.

Previous Meetings and History:

City Council: June 22, 2021, July 19, 2021, August 2, 2021, August 16, 2021, September 7, 2021, October 18, 2021, November 1, 2021, November 15

Ad-Hoc Committee meetings: October 18, October 25, November 1, November 15.

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:

- Fiber to UV Plant Map
- L/A Joint DF Network Estimate



L/A Joint Dark Fiber Network

Prepared By: Ryan Hawkes, Keith Ellis & Michael Jacobs

Date Prepared: 8/26/2021

Estimate Summary

Estimate	Materials	Labor	Total
3-way Backbone	\$148,082.00	\$180,870.00	\$328,952.00
2-way Lateral	\$6,116.00	\$10,660.00	\$16,776.00
City of Lewiston	\$14,422.00	\$24,002.00	\$38,424.00
City of Auburn	\$23,296.00	\$52,637.00	\$75,933.00
Auburn Water & Sewer District	\$12,466.00	\$29,563.00	\$42,029.00
Project Management			\$20,000.00
Design/As-Built			\$10,000.00
Freight/Storage			\$19,500.00
Pole Data Licensing/Collection			\$10,500.00

Estimate by Stakeholder

Stakeholder	Materials	Labor	Total	# of Backbone Strands
City of Lewiston	\$51,460.14	\$95,322.40	\$146,782.54	24
Auburn Water & Sewer District	\$61,781.33	\$107,423.00	\$169,204.33	36
City of Auburn	\$110,640.53	\$135,486.60	\$246,127.13	84

Materials Total

\$204,382.00

Labor Total

\$297,732.00

Grand Total

\$562,114.00

3-Way Shared 144ct Backbone Ring



LABOR

CODE	UOM	QTY	RATE	TOTAL
STRAND	PER FT	59500	\$0.55	\$32,725.00
LASH/ADSS	PER FT	72500	\$1.00	\$72,500.00
SLACK LOOP	PER	94	\$150.00	\$14,100.00
DOWNGUY	PER	75	\$45.00	\$3,375.00
PULL FIBER	PER FT	3500	\$1.25	\$4,375.00
ROD&ROPE	PER FT	3500	\$1.75	\$6,125.00
NEW ENCL	PER	2	\$275.00	\$550.00
CO FDP	PER	2	\$1,000.00	\$2,000.00
FIBER SPLIC	PER	432	\$35.00	\$15,120.00
OTDR TRC	PER	0	\$0.00	\$0.00

FLAGGING
\$30,000.00

LABOR
\$150,870.00

MATERIALS

POLE HARDWARE

POLES	5/8" BOLT	2 WASHERS	2 NUTS	CLAMP	LASH MAT	TOTAL PER POLI	TOTAL
400	\$2.50	\$1.00	\$1.00	\$12.00	\$45.00	\$61.50	\$24,600.00

FIBER OPTIC CABLE / SUPPORT STRAND

FIBER COUNT	PER FOOT	QUANTITY	1/4" EHS	PER FOOT	QUANTITY	TOTAL
144CT	\$1.20	76000	STRAND	\$0.32	68000	\$112,960.00

SNOWSHOES / SPLICE ENCLOSURES

SNOWSHOES	WALLMOUNT	RACKMOUNT	RACK	TRAY	OSP FOSC	IC/UPC PIGTAILS	TOTAL
\$68.00	\$0.00	\$500.00	\$0.00	\$36.00	\$425.00	\$68.00	
94	0	2	0	18	2	24	
\$6,392.00	\$0.00	\$1,000.00	\$0.00	\$648.00	\$850.00	\$1,632.00	\$10,522.00

MATERIALS
\$148,082.00

AWSD TOTAL MATERIALS
\$39,757.33

AWSD TOTAL LABOR
\$59,030.00

CITY OF AUB. TOTAL MATERIALS
\$77,786.53

CITY OF AUB. TOTAL LABOR
\$64,019.60

TOTAL RUN LABOR/MATERIALS
\$328,952.00

CITY OF LEW. TOTAL MATERIALS
\$30,538.14

CITY OF LEW. TOTAL LABOR
\$57,820.40

2-Way 48ct Lateral (City of Auburn/AWSD)

Hawkeye
Connections

LABOR

CODE	UOM	QTY	RATE	TOTAL
STRAND	PER FT	3200	\$0.55	\$1,760.00
LASH/ADSS	PER FT	3800	\$1.00	\$3,800.00
SLACK LOOP	PER	4	\$150.00	\$600.00
DOWNGUY	PER	6	\$45.00	\$270.00
NEW ENCL	PER	2	\$275.00	\$550.00
FIBER SPLICE	PER	48	\$35.00	\$1,680.00

FLAGGING

\$2,000.00

LABOR

\$8,660.00

MATERIALS

POLE HARDWARE

POLES	5/8" BOLT	2 WASHERS	2 NUTS	CLAMP	LASH MAT	TOTAL PER POLE	TOTAL
28	\$2.50	\$1.00	\$1.00	\$12.00	\$45.00	\$61.50	\$1,722.00

FIBER OPTIC CABLE / SUPPORT STRAND

FIBER COUNT	PER FOOT	QUANTITY	1/4" EHS	PER FOOT	QUANTITY	TOTAL
48CT	\$0.52	3800	STRAND	\$0.32	3600	\$3,128.00

SNOWSHOES / SPLICE ENCLOSURES

SNOWSHOES	WALLMOUNT	RACKMOUNT	RACK	TRAY	OSP FOSC	SC/UPC PIGTAILS	TOTAL
\$68.00	\$0.00	\$0.00	\$0.00	\$36.00	\$425.00	\$0.00	
4	0	0	0	4	2	0	
\$272.00	\$0.00	\$0.00	\$0.00	\$144.00	\$850.00	\$0.00	\$1,266.00

MATERIALS

\$6,116.00

AWSD TOTAL MATERIALS
\$3,058.00

AWSD TOTAL LABOR
\$5,330.00

CITY OF AUB. TOTAL MATERIALS
\$3,058.00

CITY OF AUB. TOTAL LABOR
\$5,330.00

TOTAL RUN LABOR/MATERIALS
\$16,776.00

City of Lewiston 96ct Lateral



LABOR

CODE	UOM	QTY	RATE	TOTAL
STRAND	PER FT	6200	\$0.55	\$3,410.00
LASH/ADSS	PER FT	7500	\$1.00	\$7,500.00
SLACK LOOP	PER	9	\$150.00	\$1,350.00
DOWNGUY	PER	15	\$45.00	\$675.00
PULL FIBER	PER FT	200	\$1.25	\$250.00
ROD&ROPE	PER FT	200	\$1.75	\$350.00
NEW ENCL	PER	1	\$275.00	\$275.00
FDP	PER	1	\$500.00	\$500.00
FIBER SPLICE	PER	144	\$35.00	\$5,040.00
OTDR TRC	PER	96	\$12.00	\$1,152.00

FLAGGING

\$3,500.00

LABOR

\$20,502.00

MATERIALS

POLE HARDWARE

POLES	5/8" BOLT	2 WASHERS	2 NUTS	CLAMP	LASH MAT	TOTAL PER POLE	TOTAL
50	\$2.50	\$1.00	\$1.00	\$12.00	\$45.00	\$61.50	\$3,075.00

FIBER OPTIC CABLE / SUPPORT STRAND

FIBER COUNT	PER FOOT	QUANTITY	1/4" EHS	PER FOOT	QUANTITY	TOTAL
96CT	\$0.92	7500	STRAND	\$0.32	7500	\$9,300.00

SNOWSHOES / SPLICE ENCLOSURES

SNOWSHOES	WALLMOUNT	RACKMOUNT	RACK	TRAY	OSP FOSC	SC/UPC PIGTAILS	
\$68.00	\$0.00	\$250.00	\$0.00	\$36.00	\$425.00	\$68.00	
9	0	1	0	6	1	8	TOTAL
\$612.00	\$0.00	\$250.00	\$0.00	\$216.00	\$425.00	\$544.00	\$2,047.00

MATERIALS

\$14,422.00

TOTAL RUN LABOR/MATERIALS

\$38,424.00

City of Auburn - Drops and Laterals

Hawkeye
Connections

LABOR

CODE	UOM	QTY	RATE	TOTAL
STRAND	PER FT	12000	\$0.55	\$6,600.00
LASH/ADSS	PER FT	15000	\$1.00	\$15,000.00
SLACK LOOP	PER	20	\$150.00	\$3,000.00
DOWNGUY	PER	20	\$45.00	\$900.00
NEW ENCL	PER	7	\$275.00	\$1,925.00
FDP	PER	10	\$250.00	\$2,500.00
FIBER SPLICE	PER	348	\$35.00	\$12,180.00
OTDR TRC	PER	336	\$12.00	\$4,032.00

FLAGGING

\$6,500.00

LABOR

\$46,137.00

MATERIALS

POLE HARDWARE

POLES	5/8" BOLT	2 WASHERS	2 NUTS	CLAMP	LASH MAT	TOTAL PER POLE	TOTAL
74	\$2.50	\$1.00	\$1.00	\$12.00	\$45.00	\$61.50	\$4,551.00

FIBER OPTIC CABLE / SUPPORT STRAND

FIBER COUNT	PER FOOT	QUANTITY	1/4" EHS	PER FOOT	QUANTITY	TOTAL
12CT	\$0.38	9000	STRAND	\$0.32	15000	\$11,040.00
24CT	\$0.40	2500				
48CT	\$0.52	3500				

SNOWSHOES / SPLICE ENCLOSURES

SNOWSHOES	WALLMOUNT	RACKMOUNT	RACK	TRAY	OSP FOSC	SC/UPC PIGTAILS	TOTAL
\$68.00	\$145.00	\$0.00	\$0.00	\$36.00	\$425.00	\$68.00	
20	10	0	0	25	7	15	
\$1,360.00	\$1,450.00	\$0.00	\$0.00	\$900.00	\$2,975.00	\$1,020.00	\$7,705.00

MATERIALS

\$23,296.00

TOTAL RUN LABOR/MATERIALS

\$75,933.00

AWSD - Drops and Laterals



LABOR

CODE	UOM	QTY	RATE	TOTAL
STRAND	PER FT	7500	\$0.55	\$4,125.00
LASH/ADSS	PER FT	9000	\$1.00	\$9,000.00
SLACK LOOP	PER	10	\$150.00	\$1,500.00
DOWNGUY	PER	10	\$45.00	\$450.00
PULL FIBER	PER FT	500	\$1.25	\$625.00
ROD&ROPE	PER FT	500	\$1.75	\$875.00
NEW ENCL	PER	2	\$275.00	\$550.00
CO FDP	PER	1	\$500.00	\$500.00
FDP	PER	3	\$250.00	\$750.00
FIBER SPLICE	PER	156	\$35.00	\$5,460.00
OTDR TRC	PER	144	\$12.00	\$1,728.00

FLAGGING

\$4,000.00

LABOR

\$25,563.00

MATERIALS

POLE HARDWARE

POLES	5/8" BOLT	2 WASHERS	2 NUTS	CLAMP	LASH MAT	TOTAL PER POLE	TOTAL
38	\$2.50	\$1.00	\$1.00	\$12.00	\$45.00	\$61.50	\$2,337.00

FIBER OPTIC CABLE / SUPPORT STRAND

FIBER COUNT	PER FOOT	QUANTITY	1/4" EHS	PER FOOT	QUANTITY	TOTAL
12CT	\$0.38	5500	STRAND	\$0.32	7500	\$6,770.00
48CT	\$0.52	3500				
96CT	\$0.92	500				

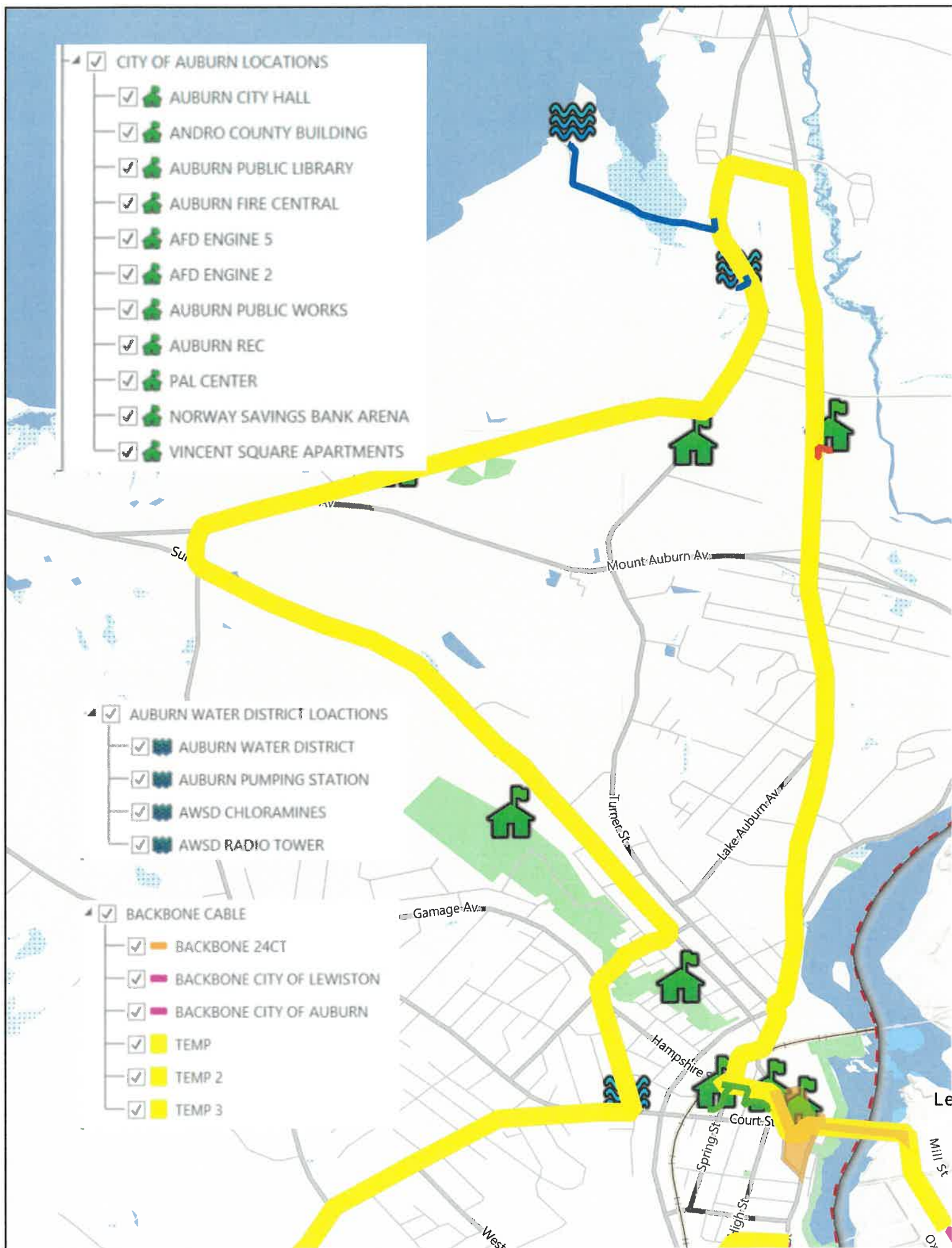
SNOWSHOES / SPLICE ENCLOSURES

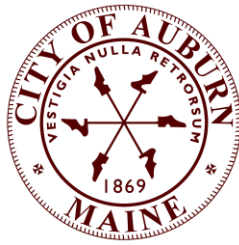
SNOWSHOES	WALLMOUNT	RACKMOUNT	RACK	TRAY	OSP FOSC	SC/UPC PIGTAILS	TOTAL
\$68.00	\$145.00	\$250.00	\$0.00	\$36.00	\$425.00	\$68.00	
10	3	1	0	11	2	11	
\$680.00	\$435.00	\$250.00	\$0.00	\$396.00	\$850.00	\$748.00	\$3,359.00

MATERIALS

\$12,466.00

TOTAL RUN LABOR/MATERIALS
\$42,029.00





ORDER 137-12062021

City Council Order

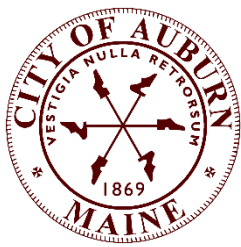
IN CITY COUNCIL

ORDERED, that the City of Auburn City Council join a consortium with the City of Lewiston and the Auburn Water and Sewer District (AWSD) to stand up a municipal owned fiber network. The City of Auburn will disburse up to \$250,000. from the American Rescue Plan Act (ARPA) funds for the installation of a backbone dark fiber network.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: 12/06/2021

Order: 138-12062021

Author: Brian Wood, Assistant City Manager

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Fraternal Order of Police Patrol and Detective Unit covering 07/01/2021 to 06/30/2024

Information: The Collective Bargaining Agreement between the City of Auburn and the Fraternal Order of Police (FOP) Patrol and Detective Unit expired on 6/30/2021.

The following is a summary of the changes:

- 3 year contract agreement effective 07/01/2021
- 2.5% Cost of Living adjustments for Year 1, Year 2 and Year 3
- Additional step at 17+ years
- Increase in Educational Incentives
- Increase in on call pay
- Retire to Rehire program implemented
- Increase in training days
- Performance based bonus

City Budgetary Impacts: The total approximate new costs over the life of the 3 year contract is = \$484,350 (includes the cost increase for educational incentives, the additional step, and the performance bonuses)

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

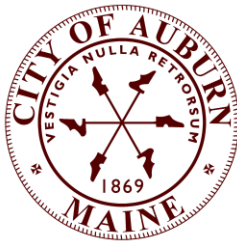
Previous Meetings and History:

1-4-2021
3-1-2021
5-3-2021
11-15-2021

City Manager Comments:

I concur with the recommendation. Signature:

Attachments: Contract Agreement from 07/01/2021 to 6/30/2024



ORDER 138-12062021

City Council Order

IN CITY COUNCIL

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Fraternal Order of Police, Patrol and Detectives, effective 07/01/2021.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF AUBURN

AND

FRATERNAL ORDER OF POLICE

PATROL AND DETECTIVE UNIT

July 1, 2021 - June 30, 2024

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("Agreement") is entered into between the CITY OF AUBURN, a Maine municipal corporation hereinafter referred to as the "City" or "Employer" and the Fraternal Order of Police, hereinafter referred to as the "Union."

ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for all police officers, excluding supervisory positions, in the Auburn Police Department as referred to by the Maine Labor Relations Board Certification dated March 4, 1988 (collectively referred to herein as the "Employees" and each referred to individually as an "Employee," "Officer" or "Police Officer").

ARTICLE 3 - UNION SECURITY

Section 1 - Membership

Membership in the local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the local Union. Neither party shall exert any pressure on or discriminate against an Employee in regard to such matters.

Section 2 - Union Dues

In accordance with the policy set forth above, all employees who are Union Employees shall, as a condition of membership, pay to the local Union the local Union's regular and usual initiation fee and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

Section 3 - Union Services

Any present or future Employee who is not a Union Employee, who utilizes Union services for processing grievances shall pay the Union for said services according to the following schedule:

Union Representative. \$100.00/hour
Legal Representative. \$125.00/hour

Any Employee who chooses to pay representation fees shall also pay all costs of arbitration including witness fees.

ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES

Neither the Union, its officers nor agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction or support any strikes, slowdowns, or the stoppage of work. In the event that any Employee violates this Article, the Union shall verbally notify any such Employee within 24 hours (with written confirmation) to cease and desist from such action and shall instruct him/her to

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

ARTICLE 5 - CHECK OFF

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for those employees in the unit who are Union Employees and who request in writing to have their regular monthly dues checked off. The City will forward all such dues to the Union in a timely manner. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the Department under the provisions of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - UNION ACTIVITIES

Section 1- Time off for Union Activities

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

Section 2 - No Discrimination because of Union Activities

Any Employee acting in any official capacity whatsoever shall not be discriminated for his/her acts as a member of the Union, so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any Employee because of Union membership or activities.

Section 3 - Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the City's working schedule as determined by the Chief of Police.

Section 4 - Bulletin Board

The City agrees to provide suitable space for and maintain a bulletin board at the Police Department. The Union shall limit its use of the bulletin board to official Union business such as

meeting notices and Union bulletins.

Section 5 - Negotiating Team

Members of the negotiating team shall be allowed reasonable time off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement. The President of the Union shall annually provide the Chief with a list of Employees on the Union Negotiating Team.

ARTICLE 8 - UNION PRESIDENT

Section 1 - Duties

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

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. The collection of dues when authorized by appropriate local union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the local Union or its officers, provided such messages and information have been reduced to writing.

Section 2 - Report

The Union President, or his designee, shall be permitted to investigate, present and process grievances on or off the property of the Employer. The Union President, or designee, shall present to the Police Chief a written monthly report outlining time spent on processing grievances should there be any that month.

ARTICLE 9 - MEMBERS' RIGHTS

Section 1- Discharge and Suspension

- A. Whenever an Employee is called in by a Supervisory Employee for questioning under circumstances where discipline appears to be a possible result, the Employee shall be entitled to Union representation, if he/she so desires, in accordance to the provisions of Article 3 -- Union Security and Article 13, Section 6 -- Probationary Period.
- B. The Employer shall not discipline any Employee without just cause. In all cases involving the discharge or suspension of an Employee, the Employer within twenty (20) administrative working days of the date that the Employer became aware of, or should have become aware of, the incident warranting the suspension or discharge, notify the Employee in writing of discharge or suspension and the reasons thereof. Notification shall also be given to the Union President and a copy mailed to the local Union office within seven (7) calendar days from the time of the discharge or suspension.
- C. Any Employee discharged or otherwise terminated must be paid in full for all wages owed him by the Employer, including earned vacation pay and prorated educational incentive due at the next pay period following the date of discharge.

- D. An Employee wishing to appeal a suspension or discharge shall utilize the grievance procedure set forth in Article 10.

Section 2. Investigation of Police Misconduct

Officers of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which Employees of the department perform their many duties. Out of such contacts and relationships with the public, questions may arise concerning the actions of Employees of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority. The Chief or designee shall investigate all such concerns. Where probable cause is found, the Employee will be notified of the investigation and specific nature of the concern. If diligent efforts to notify the Employee fail, then the investigator shall notify a Union representative. The Employee and the Union will also be notified by letter within seven (7) days of the determination of probable cause. Where no probable cause is determined, the investigation will terminate, and the record shall not become part of the Employee's personnel file.

To ensure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each Employee of the department, the following rules of procedure are established:

- A. To the extent possible, the interview will be conducted at a reasonable time taking into consideration the working hours of the Employee and the legitimate interests of the department. The Employee conducting the interview shall advise the Employee that an official investigation is being conducted. The investigating Employee shall inform the Employee of the nature of the alleged conduct, which is the subject matter of the interview and, unless circumstances warrant anonymity, shall identify the complainant. When it is discovered or believed prior or during the initial interview of the employee involved, that a separate violation of policy, procedure, law or contract provision may have occurred, then a separate notice will be issued by the Department before the employee is interviewed. Unless waived, the employee will be allowed no less than 48 hours to consult with union representation, prior to being interviewed on the subsequent allegation.
- B. If it is known that the Police Officer being interviewed is a witness only, he shall be so informed. An Employee shall be afforded forty-eight (48) hours' notice, unless an emergency exists or such right is waived, to contact or consult privately with an attorney or other counsel, prior to being interviewed.
- C. In any case in which a Police Officer has been identified as a suspect in a criminal investigation, the interview shall be tape-recorded and the tape shall be preserved by the investigating Employee until the investigation is completed and all charges dropped or processed to conclusion. At his request, the Employee or his attorney may listen to, transcribe or copy all or any portion of the tape.
- D. The interview shall be conducted with as much confidentiality as possible. The interview of an Employee suspended for violating department rules and regulations, shall be limited to questions which are related to the Employee's performance regarding the alleged violation.

- E. If the Police Officer is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- F. In all cases in which an Employee is interviewed concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without reasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interviewed, and his attorney and/or a representative of the Union may be present during the interview but may not participate in the interview except to counsel the Employee.
- G. If the Employee under the investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. Questions shall be specific in nature and shall pertain to the accusation. If an Employee is requested to submit to any other type of test, he or she will be advised of the type of test and the Employee will be afforded an opportunity to obtain a similar independent test, if available. Before an Employee is requested to submit to a polygraph examination, the City shall have a written signed accusation of wrongdoing against the Employee under investigation. Before any accused Employee is subjected to a polygraph examination the accuser will be tested first.
- H. The investigation will be conducted without unreasonable delay and the Employee will be advised of the final investigation.

Section 3 - Personnel Files

- A. Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of Employees shall be confidential and shall not be released to any person other than officials of the department and other City Officials, except upon a legally authorized subpoena or written consent of the Employee.
- B. Upon request, an Employee shall have the right to inspect his or her employee personnel file. The inspection shall be conducted during regular business hours and shall be conducted under the supervision of the Department. An Employee shall have the right to make duplicate copies for his own use. No records in the official personnel file shall be withheld from an Employee's inspection. An Employee shall have the right to have added to his official personnel file a written refutation of any material which he considers detrimental.
- C. No written reprimand which has not previously been the subject of a hearing shall be placed in an Employee's official personnel file unless the Employee is first given the opportunity to see a copy of the reprimand. Within five days thereafter, the Employee may file a written reply. If the Chief thereafter places the written reprimand in the Employee's official personnel file, he shall also include the reply.
- D. Discipline issued to an employee, shall be removed from an employee's personnel file after the following timelines. It will be up to the employee to request that the discipline be removed.

Requests for removal of discipline shall be made in writing, to the Chief of Police.

- Written Warning – One year from date of action taken unless a violation of the similar nature has occurred within that time period. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation.
- Written Reprimand – Two years from date of action taken unless a violation of the similar nature has occurred within that time period. In cases of a repeat violation of a like nature, the letter(s) shall remain in the personnel file until twelve (12) months have passed since the most recent violation.
- Suspension – Five years from date of action taken unless a violation of the similar nature has occurred within that time period or unless the violation was of a more serious nature, i.e., causing bodily harm or life threatening in nature, whereas the letter(s) shall remain as a permanent part of the personnel file.

E. Incidents of Sustained sexual harassment shall not be purged from the personnel file.

“Sustained” incidents are those in which the investigation disclosed evidence proven beyond a reasonable doubt used to prove the allegations made in the complaint.

ARTICLE 10 - GRIEVANCE PROCEDURE

Section 1- Definition

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

Step 1. The aggrieved Employee(s) (with or without the Union President) shall report, in writing, his grievance to the Deputy Chief within five (5) administrative working days of the event which caused the grievance, unless the event which caused the grievance involved economic issues, in which case the aggrieved Employee(s) shall report the grievance in writing with ten (10) administrative working days. The Deputy Chief shall attempt to resolve or settle the dispute within five (5) administrative working days of its presentation and shall report his action to the Employee. This step may be by-passed with the mutual consent of the grievant, the Union President and the Chief of Police.

Step 2. If the grievance is not settled at Step 1, the Employee may present the dispute to the Chief of Police within five (5) administrative working days following the report of the supervisor. The Chief of Police shall attempt to resolve or settle the dispute and shall submit a written report of his action to the Employee within five (5) administrative working days of its presentation.

Step 3. If the Chief of Police's action is not satisfactory to the Employee, the Employee may appeal the case to the City Manager within five (5) administrative working days of the report of the Chief of Police. The Manager shall forthwith consider the appeal and shall reach a decision within ten (10) administrative working days of receipt of the Employee's appeal. The failure of the City Manager to respond in writing within the time limits set forth in this step shall be deemed to constitute a denial of the grievance, and such failure to respond shall not bar the Employee's right to process the grievance to the next step. Time shall be of the essence in the reporting and appealing of all grievances.

Step 4. In the event that the grievance remains unresolved, and the decision of the City Manager is unsatisfactory, the Union may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within seven (7) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within seven (7) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the Maine Board of Arbitration and Conciliation, and proceedings shall thereafter be taken in accordance with the rules of the Maine Labor Relations Board. The decision of the Arbitrator shall be final and binding upon all parties.

The Arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement or impose on either party hereto a limitation or obligation not explicitly provided for in this Agreement.

Section 2 - Pay Records

The local Union or its authorized representative shall have the right to examine time sheets and any other record pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance. However, it is specifically understood such requests shall be in writing and at a time convenient to the Chief of Police.

Section 3 - Time Limits

The time limits for the processing of grievances may be extended verbally subject to written confirmation of both parties.

Section 4 – Initiation

All grievances shall be initiated no later than five (5) administrative working days after the occurrence of the Event giving rise to the grievance; ten (10) administrative working days if economic issues are involved.

Section 5 - City Grievance

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

ARTICLE 11 - SENIORITY

Section 1 - List

A seniority list shall be established naming all the employees covered by this Agreement, with the Employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the Employee's last date of hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, and shall be the governing factor in all matters affecting lay-off and recall and vacation assignments provided all other qualifications are equal. Work assignments shall be made on the basis of seniority except that changes can be made by supervisory personnel to enable officers to remain familiar with all beat assignments. Beat assignments will not be used as disciplinary action, but consistent with the mission and best interest of the Police Department.

Section 2 - Layoff

In the event it becomes necessary for the City to lay off employees for any reason(s),

employees shall be laid off in the inverse order of their seniority, by classification. All affected employees shall receive a two (2) calendar week advance notice of layoff and the City shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority.

Section 3 - Posting

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

ARTICLE 12 - WORKWEEK

Section 1 - Work Schedule

Patrol Officers and Detectives shall be employed for a work week averaging forty (40) hours per week. Patrol Officers assigned to the Road Patrol division will work 3 consecutive days on 11 hour shifts followed by 3 consecutive days off. With the exception of 5 eight (8) hour training days in 2022, six eight (8) hour training days in 2023 and seven eight(8) hour training days in 2024 and moving forward. Patrol Officers will be assigned to shifts taking into account, but not exclusively based on seniority.

The Detectives shall work a 40-hour schedule and shall be assigned either Monday through Thursday from 0700 to 1700 hours or 0800 to 1800 hours, or Tuesday through Friday 0700 to 1700 or 0800 to 1800 hours, taking into account, but not exclusively based on, seniority.

The Patrol and Detective Schedules as set forth above shall not be changed unilaterally by the City, but in consultation with the Union in instances of identified sustained changes in call volume. These schedules can only be changed through negotiations of the parties. Regardless of the preceding language, the schedules set forth above may be suspended and the City may impose, in its sole discretion, a new schedule as reasonably required to ensure minimum staffing needs and to control overtime and other labor costs, in the event of the following:

- A. the City Council reduces the number of authorized sworn officers assigned to the Road Patrol division below 22;
- B. the Department experiences a temporary shortage in the number of sworn officers assigned to the Patrol Division and able to perform patrol duties below 22, or if the total number of Employees subject to this Agreement and able to perform patrol duties falls below 30 regardless of current assignment, due to staffing vacancies or leave that is protected by state or federal law, and which shortage continues for at least 30 days; or
- C. the occurrence of a Public Safety Event as defined below.

For purposes of the preceding paragraph, the term "Public Safety Event" shall mean an Act of God or Nature, fire, flood, explosion, civil disorder, strike, lockout or other labor trouble, material shortages of utilities, equipment, materials or facilities, delay in transportation, breakdown or accident, riot, war, terrorist attack or other cause beyond the City's control that requires extraordinary use of public safety resources and staffing levels, provided that the City shall notify the Union promptly of

such event.

The schedules set forth above shall resume as soon as practicable following the conclusion of the Public Safety Event. For purposes of Paragraphs A and B above, once the authorized number of sworn officers assigned to the Road Patrol Division returns to 22, or the total number of Employees subject to this Agreement reaches 30, whichever occurs first, the Patrol and Detective Schedules shall be reinstated at the Department.

Section 2 - Call Back

Employees called back to work shall receive a minimum of three (3) hours pay for the work for which they are called back at time and one half (1 1/2) the straight time hourly rate.

Section 3 - Overtime

Employees may be assigned to overtime work at the discretion of the Employer. Employees shall be required to work overtime unless excused by the Employer. Overtime shall be paid at the rate of time and one half (1 1/2) for all hours exceeding forty (40) hours, the normal work week, but this will not be a factor in computing overtime for that week.

Section 4 - Compensatory Time

Patrol Officers and Detectives may elect, at their option, to accrue compensatory time at the rate of one and one-half hours for each hour of overtime worked.

Patrol Officers and Detectives may accumulate up to eighty (80) hours of compensatory time per contract year.

A request to use compensatory time, in excess of five (5) hours, must be made to the Chief or his/her designee forty-eight (48) hours prior to the requested shift off, unless there is an emergency which prevents it. Notwithstanding, requests for use of compensatory time may be approved by the Supervisor in-charge of the shift for which the compensatory time off is requested.

Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the involved Employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected and when no replacement is required. Patrol Officers and Detectives will use up all accrued compensatory time before the end of the fiscal year, unless mutually agreed upon by the Employee and the Police Chief. Any unused compensatory time shall be paid in the last pay day of the fiscal year at the Employee's overtime rate.

ARTICLE 13 - WAGES

Section 1- Wage Schedule

The Employees in this bargaining unit will be paid according to the following wage scale for the duration of this contract:

2.5% COLA 7/1/2021 to 6/30/2022	Step 1 Probation	Step 2 1-4 years	Step 3 5-9 years	Step 4 10-16 years	Step 5 17+ years
Annual	\$44,966.48	\$48,563.84	\$53,426.88	\$62,747.88	\$66,199.01
Weekly	\$864.74	\$933.92	\$1,027.44	\$1,206.69	\$1,273.06
Hourly	\$21.6185	\$23.3480	\$25.6860	\$30.1673	\$31.8264

2.5% COLA 7/1/2022 to 6/30/2023	Step 1 Probation	Step 2 1-4 years	Step 3 5-9 years	Step 4 10-16 years	Step 5 17+ years
Annual	\$46,090.64	\$49,777.94	\$54,762.55	\$64,316.58	\$68,175.57
Weekly	\$886.36	\$957.27	\$1,053.13	\$1,236.86	\$1,311.07
Hourly	\$22.1590	\$23.9317	\$26.3282	\$30.9214	\$32.7767

2.5% COLA 7/1/2023 to 6/30/2024	Step 1 Probation	Step 2 1-4 years	Step 3 5-9 years	Step 4 10-16 years	Step 5 17+ years
Annual	\$47,242.91	\$51,022.38	\$56,131.62	\$65,924.49	\$70,539.21
Weekly	\$908.52	\$981.20	\$1,079.45	\$1,267.78	\$1,356.52
Hourly	\$22.7129	\$24.5300	\$26.9864	\$31.6945	\$33.9131

This wage scale shall have retroactive effect to July 1, 2021. The wage scale for detectives shall be 7% above the corresponding patrol step upon promotion. An employee's step progression is subject to eligibility and performance evaluation. This line should go. The eval is now tied to performance based pay below.

Section 2- Performance Pay

In addition to the wage scale, Patrol Officers and Detectives will be eligible to receive up to \$550.00 within 30 days following the officer's performance evaluation dependent upon meeting or exceeding standards in all reviewed categories. If an Officer receives a review below "meets standard", they will be placed on a Performance Improvement Plan for 30 days. Upon successful completion of the Performance Improvement Plan resulting in a "meets standard" or above in the identified areas, the officer will be eligible to receive of the performance-based bonus. If the Officer does not meet the expectations outlined in the Performance Improvement Plan the opportunity to receive the performance-based bonus is forgone for the fiscal year.

Should an employee disagree with a rating at the completion of their Performance Improvement Plan, they may submit a memo within 72 hours of receiving their evaluation to the Deputy Chief of Police outlining the reasons for the disagreement. The Deputy Chief of Police will research the disagreement and present an opinion on the matter to the Chief of Police for his review.

The Chief will have the final authority whether an employee has met the performance evaluation standards or not. The Chief's decision regarding performance evaluations shall be final and not subject to further action by the bargaining unit.

Section 3 - Lateral Entry

New employees who are currently certified as a Patrol Officer and have recently served as a full time law enforcement officer may be recognized by the Chief of Police for their years of experience. Such employees, at the discretion of the Chief, may be placed on the wage schedule recognizing their years (years rounded to the nearest year) of experience as if they had been with the Auburn Police Department. The Chief shall determine such placement at the time of hire only. Employees with lateral entry for pay purposes shall be eligible for promotion only after completing three (3) consecutive years of service with the City of Auburn Police Department.

Educational Incentive Payments in Base Pay – Police Officers will receive education incentive payments added to their base hourly pay. Eligible Employees with an associate's degree may receive \$0.25 added to their base hourly pay; and Eligible Police Officers with a BA/BS Degree or above may have \$0.50 added to their base hourly pay.

EMT Licensure - The City will pay for an Employee's re-licensing fees to maintain his/her current EMT license.

Section 4 - Detective On-Call Pay

Detectives shall be on-call on a rotating basis to provide investigative services during non-scheduled hours. Rotation schedules will be established by the Criminal Investigation Division or the Criminal Investigation Unit Supervisor. The schedule shall be based on equal opportunities for all the Detectives to the extent possible. The weekly on-call periods of time shall run from 8:00 a.m. on Monday to the next Monday at 8:00 a.m. The Detective who is on-call will receive a weekly payment of 6.25 hours at the rate of 1 ½ their base plus education incentive. The Detective on-call will have the option to take home a city police vehicle. It will be the responsibility of the on-call detective, whether on duty or off to pick up and return to headquarters the city vehicle at the beginning and end of that detectives on call rotation.

The on-call Detective's duties are to be ready, willing and able to respond to calls for service on short notice. To this end, the on-call Detective shall at all times be reachable by the Police Department and have arrangements in place so that he/she can respond in the short term to these emergent situations. When actually called back the Detective shall provide what services are necessary to handle the situation until it is sufficiently under control so that he/she can return to his/her regularly scheduled time off. The called-back Detective shall orally inform the on-duty Watch Commander of his or her activities before leaving the active duty. Notification to the Criminal Investigation Division Commander may be necessary as he/she deems appropriate. The called-back Detective shall be paid the call back stipend pursuant to Article 12, Section 2.

Section 5 – Incentive Pay for Special Assignments

Officers assigned to special assignments by the Chief of Police or his/her designee as designated in a memorandum of agreement (MOA) between the City and the union, shall receive an hourly rate increase of 5% while he/she holds that position. Officers assigned to part-time assignments shall receive a percentage increase reflected in their hourly wage of 5% for time actually performing outlined duties.”

Section 6 - Probationary Period

All new employees shall serve a probationary period and shall have no seniority rights during this period. The City shall have the right to terminate or otherwise discipline any probationary Police Officer for any reason and such termination or discipline shall not be subject to the grievance procedure.

The probationary period for employees who are hired and have completed the M.C.J.A. or who have been re-certified shall be twelve months. These employees shall be hired at the first step of the pay plan subject to Section 2 above.

The probationary period for employees who are hired and have completed equivalent training in another state shall be twelve (12) months from the date that the M.C.J.A. accepts the out-of-state

training.

The probationary period for employees who are hired and have not completed the M.C.J.A. or who have not received equivalent training shall be for twelve (12) months after completion of the M.C.J.A.

After successful completion of the probationary period, the time served will be considered in computing seniority.

During the probationary period written evaluations will be prepared at the completion of every three (3) months.

The probationary period may be completed at the end of six (6) months at the discretion of the Chief.

For purposes of pay, anniversary will be determined by start date at the Academy.

Section 7 - Cafeteria Benefit Plan

This section combines the Wellness Account and the Multiple Choice Benefit Plan into one Cafeteria Benefit Plan. The City will contribute for all permanent employees covered by this agreement \$800 annually to each Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction, to the Plan. Employees may also contribute during open enrollment an amount equivalent to the cash value of up to four sick leave incentive days to the Plan. Said days will be computed at the Employee's current hourly rate x the number of hours in the Employee's normal scheduled work shift (excluding overtime). Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS Regulations.

ARTICLE 14 – IN-SERVICE TRAINING

The Police Chief shall make available to all police officers covered by this agreement, training as required by Maine Criminal Justice Academy and Career Development needs. Work schedules shall be adjusted to meet training needs as outlined below:

Local Training- Officers attending a single or multi day training (not equal to 40 hours) that is held within Androscoggin County on their scheduled day off will be provided a schedule adjustment within the officer's next two regular work rotations. The adjustment will be equal to the number of hours the officers attended during the training. If the officer is attending a training on a scheduled workday, the officer needs to report back to headquarters following the training and check in with the supervisor to determine if the officer is needed or if the officer is able to use earned time to leave before the end of their scheduled shift.

Regional Training- Officers attending a single or multi day training (not 40 hours) that is held outside of Androscoggin County, on a scheduled day off will be provided a schedule adjustment within the officers next two regular work rotations. The adjustment will be equal to the number of hours the officer attended the training plus travel time to and from the class.

40 Hour Trainings – Officers attending a full week of training will be given the Sunday before the training and the Saturday following the training off as adjustments. Their 40-hour work week will consist of the five days of training and/or travel time. Travel time to trainings outside of Androscoggin County will

be accounted for. If the class does not last the full 40 hours, including travel the officer will need to either stay on that Friday afternoon to make up the hours or use their earned time. If the class and travel time for an out-of-town training is over 40 hours, the additional time that is over 40 hours will be paid to the officer in overtime or credited comp time.

ARTICLE 15 – HOLIDAYS & PERSONAL DAYS

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

New Year's Day	Labor Day
Presidents Day	Indigenous People's Day
Patriot's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Uniformed officers shall receive, in addition to regular weekly wages, one fourth (1/4) of his/her weekly wages for each holiday. An Employee will receive an additional one half pay of the Employee's base hourly rate for any hours actually worked on Thanksgiving and/or Christmas, as long as it is his/her regularly scheduled day. All non-uniform officers will absent themselves for Thanksgiving and Christmas.

Officers shall be entitled to two (2) floating holidays. Officers shall be granted one (1) personal day. Personal days shall be scheduled when no replacement for the Employee is required. Personal days shall be taken in one (1) day increments.

ARTICLE 16 - VACATIONS

Section 1 - Accrual

Each Employee in the bargaining unit shall be entitled to twelve (12) working days per year of vacation leave with full pay after completion of six (6) months employment. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to sixteen (16) working days each year. At eighteen (18) years an Employee shall be entitled to twenty (20) working days of paid vacation leave.

If an Employee is in an acting rank capacity that carried a different work schedule, the vacation accrual will reflect the schedule under which he/she worked for the majority of the month.

Vacation leave will be accrued monthly at the end of the month. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next but at no time shall exceed a total accumulation of 330 hours. Accumulated vacation leave, subject to the maximum allowed, shall be paid to an Employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hours wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and

efficiency of the department. Provisions shall be made, however, so that no Employee forfeits any vacation leave.

Vacation utilization authorized shall not exceed the balance available to the Employee by more than one (1) day. With the permission of the Chief of Police an Employee may be allowed to "borrow" one day's leave in advance but at no time may an Employee "owe" the City more than one (1) vacation day. All overtime will be covered by sworn regular officers pertaining to this article.

ARTICLE 17 - SICK LEAVE

Each Employee shall be entitled to paid sick leave which is to be earned at the rate of eight (8) hours or one (1) working day, whichever is greater, for each calendar month of service. Unused sick leave may be accumulated to a maximum of one-thousand-six hundred fifty hours (1650). Sick leave credit will continue to accrue while an Employee is on sick leave. Sick leave may also be granted to an Employee because of illness of a member of the Employee's "immediate family" which is defined as spouse, child or parent. Sick leave will be deducted on an hour for hour basis.

One half (1/2) of an Employee's accrued and unused sick leave, subject to a maximum of six hundred (600) hours, shall be paid to an Employee upon retirement or pension or to his beneficiary upon death. The City, through appropriate supervisory personnel, may request documentation in cases of suspected single day patterned abuse of sick leave.

For officers who are at the sick leave maximum accumulation, the City will continue to grant one vacation day for every two sick days not used

For an Employee not at maximum sick leave accumulation, the Employee will be granted one sick leave incentive day, up to a maximum of four days per year if he/she does not use sick leave in the periods listed below.

First sick leave Incentive period starts July 1st and ends September 30th.

Second Sick Leave Incentive period starts October 1st and ends December 31st. Third Sick Leave Incentive Period starts January 1st and ends March 31st.

Fourth Sick Leave Incentive period starts April 1st and ends June 30th.

For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. The Employee may either use the sick leave incentive day as a day off, or may elect to contribute up to four sick leave incentive days to the Cafeteria Benefit Plan during annual open enrollment. The value of the wellness account may not exceed the limit noted in Article 20, Section 4. The day may only be taken on a day when the Employee does not have to be replaced. During the contract year an Employee can elect to convert two sick days (not sick incentive days) into cash value, at current hourly rate of pay, to be applied to the Employee wellness account.

The City reserves the right to request documentation such as a note from a treating physician, in cases of suspected sick leave abuse. Any Employee determined by the Employer to be abusing sick leave shall be subject to discipline or discharge. Any individual calling in sick for his/her assigned shift shall not be eligible for an extra or outside job for a period of twenty-four (24) hours after the beginning of the shift for which he/she called in sick. This is not intended to apply to court appearances.

ARTICLE 18 - OTHER LEAVES

Section 1 - Leave of Absence

An Employee may be granted a leave of absence without pay by the City Manager on recommendation of the Police Chief with such leave not to exceed one (1) year in length. The granting of the leave shall protect the Employee's existing continuous service for the leave period but shall not count as service time for Maine State Retirement, nor shall vacation or sick leave accrue during the absence, nor will the Employee receive pay for municipal holidays.

For the purpose of this section, leaves of absence shall be defined as any leave without pay, of more than two (2) weeks in duration, which is for personal reasons of the Employee, and which is not occasioned by illness of the Employee.

Section 2 - Military Leave

Any Employees of the bargaining unit who are members of the organized military reserves and who are required to perform field duty, will be granted reserve service time, in addition to normal vacation leave in accordance with Uniformed Services Employment and Reemployment Rights Act (USERRA) as well as all applicable federal and state statutes. In order for the Chief of Police to accommodate military leave and to provide adequate staffing of the department, the Employee must provide a copy of the written orders as soon as possible after they are received. For any such period of service leave, the City will pay the difference (if any) between the service pay and the Employee's base pay except as hereinafter provided. Pay received shall not exceed base weekly pay.

Section 3 - Jury Duty

An Employee will be granted special leave, as required, for jury duty or performance of other civic duty requiring appearance in court or before another public body. The Employee shall be paid the difference (if any) in compensation between the amount received from the rendering of such service and his or her regular rate of pay, if the service occurs during a work day.

Section 4 – Funeral Leave

Leave of absence without loss of pay shall be granted the Employee for five (5) consecutive working days in the event of the death of a spouse or a child. Up to a maximum of three (3) consecutive working days, plus reasonable travel time, shall be granted to an Employee in the event of the death of an immediate family Employee. Such leave shall commence no later than date of death. Immediate family here shall be defined to include parent, grandparent, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents-in-law, step father, step mother, step brother, step sister, and any other person living in the Employee's household. Special leave shall also be granted for the funeral of a fellow Employee, with the time granted not to exceed one half (1/2) day. For attendance at a funeral for a relative or friend not included in the category eligible for special leave, an Employee shall be allowed to utilize sick leave, but only to the maximum extent of 15 hours per year.

ARTICLE 19 – COURT TIME

Employees who are required to make a work-related off-duty court appearance, shall receive a minimum of three (3) hours' pay at time and one-half their base hourly rate, and 1.5 times their base

hourly rate for all hours after three hours of actual time spent at an off-duty court appearance. Separate morning and afternoon appearances for two (2) separate cases will constitute payment for two (2) separate appearances. Any compensation (from other than the City) received by the officers for attendance at any Court or official hearing shall be paid to the City. Any Employee on Superior Court standby shall receive the minimum court time payment if not released by 10:00 a.m. For the purposes of this article, Employees on paid leave shall be considered to have a work shift of 8:00 am to 4:00 pm.

ARTICLE 20 – INSURANCE

Section 1 – Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the PPO 500 plan through the Maine Municipal Employees Health Trust at the Employee/Employer cost share as outlined below. Members of the bargaining unit who opt to remain in the POS C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for the single, single parent and family subscribers.

The City and the Employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
<u>July 1, 2020 – June 30, 2021</u>	75%	25%

All employees shall pay a portion of health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Exhibit B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

Section 2 - Health Reimbursement Account

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the PPO 500 Plan. The unused money in the HRA rolls over from year to year and each fiscal year, the City will replenish each account up to the amount specified above.

Section 3 - Health Insurance Waiver

Any Employee of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any Police Officer waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1. Any Police Officer eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of three and seven tenths (3.7) months of health insurance payments.
2. A Police Officer who is eligible for a full family plan, but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and

- seven tenths (3.7) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Police officers who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
 4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
 5. A new Police Officer 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.
 6. If the Police Officer wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
 7. If a Police Officer is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the Police Officer shall repay the City the balance of the payment, pro-rated on a monthly basis.
 8. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Police Officer 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.
 9. If a Police Officer is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the Employee.

This section is effective with the signing of the contract and is not retroactive. All calculations for the health insurance waivers are based upon the PPO 500 Plan.

Section 4 - Group Term Life Insurance

The City will pay the life insurance premiums under the Maine Municipal Employee Health Trust Supplemental Life Insurance Plan up to the first \$10,000 of coverage for each Employee of the collective bargaining group provided the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the officers.
2. The Employee agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the Employee does not purchase the remaining life insurance coverage, then the Employee will not be eligible for the first \$10,000 of paid coverage by the City.

ARTICLE 21 - RETIREMENT SYSTEM

The City of Auburn is a participating district in the Maine Public Employees Retirement System for the benefit of all Employees. Employees are enrolled in the MePERS 3C plan. Accrual of service credit and determination of benefits shall be governed by the rules of the Maine Public Employees Retirement System.

In Service Retirement Program - Employees shall be eligible to enter the "In-Service Retirement Program" (the "Program") upon reaching 25 years of credited service regardless of age. The next day after the Employee is eligible to retire with full benefits shall be his/her eligibility date (the "Eligibility Date"), at which time, he/she may opt into the Program. Under the Program, he/she will be able to collect his/her retirement while continuing to work at the Auburn Police Department.

Upon entry into the Program, eligible Employees in good standing will agree to be immediately rehired for a maximum of 60 months in the position of Patrol Officer at the top step. For each month beyond the Eligibility Date, the Employee reduces the maximum eligibility by the equal amounts of months. The minimum amounts of months in the Program will be 12 months. All employees who opt into the Program must fully and finally separate from the Auburn Police Department within 60 months of first reaching their Eligibility Date.

Upon initial separation, all Employees must cash out all allowed accrued time. Upon rehire, the Employee will transition to top step patrol officer and will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the Employee's rehire. If an Employee separates prior to completing a full year, the amount will be pro-rated by month in calculating cash-out of personal days. Accrual of personal days for employees in the Program will be in lieu of any vacation or sick leave accrual.

The City will continue to pay the required 5% contribution to MainePers upon entering into the program.

If an Employee has become disabled while participating in the Program, the Employee shall be treated as they had concluded the Program.

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 22 - WORKERS COMPENSATION

Employees who are covered by this Agreement and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive in addition to compensation paid or payable under the Workers' Compensation Act an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this Article, full pay shall be defined as the Employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the Employee would have been eligible if he or she had not become incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the Employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

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Employees provided benefits under this Article 22 shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six months from the date of incapacity or until they return to active duty, are placed on disability retirement or resign, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this Article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment, may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e., crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the Employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work, shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative, and the City may deduct any benefits provided by Workers' Compensation or require the Employee to assign to the City the right to receive any such benefits, or to repay to the City the amount of any such benefits previously received.

Each time the injured Employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the Employee's condition and whether or not the Employee may return for regular duty. When the physician certifies the Employee to be fit to return for normal duty, the Employee shall return to work on his/her next scheduled work shift as directed by the Chief or his designee.

ARTICLE 23 - UNIFORMS

The City will provide, maintain and launder as appropriate and replace uniforms for Patrol Officers and Officers working in civilian clothes as per **Exhibit A** (attached to this contract) through a quartermaster system. Detectives will be reimbursed, up to a maximum of \$500 annually, by the City for the purchase of articles of clothing necessary for the performance of their duties and to maintain a professional appearance. All officers, including Detectives, shall be responsible for having the required equipment and clothing specified in **Exhibit A**.

Personal effects such as watches will be replaced or repaired (up to a maximum of \$50.00) whichever is less, if damaged in the course of employment. If personal effects are damaged in the line of duty, the Employee must notify the Court Officer for reimbursement through restitution process. Any funds received through restitution for expenses paid by the City shall be turned over to the City. Any unauthorized police equipment will not be replaced or repaired at the City's expense.

ARTICLE 24 - PHYSICAL FITNESS

The City and the Union hereby recognize that the physical fitness of employees vitally affects

the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each Employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

The Chief is authorized to promulgate a rule requiring each Employee to undergo an annual physical fitness testing program on a regular basis. Said rule shall outline the tests which each Employee is required to undergo and tests shall be objective and measurable. Reasonable provision shall be made for any known physical disability of any Employee by offering alternative tests or by permitting extensions of time for taking such tests in the case of temporary disabilities. Discipline shall not result from the Employee's failure of the initial test or any portion thereof. Upon failure of the test, or any portion thereof, the City may require an Employee to attend a remedial or structured program. So long as the program coordinator certifies that said Employee has been diligently participating since entering the remedial or structured improvement program, the Employee will not be disciplined for failing the physical fitness test. Employees, hired before July 1, 2004, shall only be disciplined for refusing to take the physical fitness test or for refusing to participate in a remedial program. No such grandfathered Employee shall be disciplined for failing said test or for failing to make progress in the remedial program. Employees hired after July 1, 2004 may be subject to discipline, including termination, after 18 months, for failing the program.

Prior to implementing the program and annually thereafter, the Chief shall review the recommendation provided by the Physical Fitness Committee established by the Labor Management Team. The Chief will make any changes necessary and give the final draft to the Association for review. The Association will have fifteen (15) working days to make any written comments on such draft rule prior to its final promulgation. Any changes (after the initial adoption) to the testing standards of the program shall be reviewed and approved by the Labor Management Committee prior to implementation.

All Employees of the department covered by this Agreement will be required to take a complete medical examination at least biennially from the department designated physician at the City's expense. The results of the examination will be provided to the Police Chief on the forms provided.

ARTICLE 25 - DEFECTIVE EQUIPMENT

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe.

ARTICLE 26 -NON- DISCRIMINATION

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

ARTICLE 27 -LABOR/MANAGEMENT COMMITTEE

The Union, its Employees, and the City agree to continue to participate in the Labor•

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

The team may discuss other issues/areas as mutually agreed upon. Items brought to the team by individual Employees must have first been discussed with a union Labor Management Team Employee.

ARTICLE 28 - MAINTENANCE OF PRACTICES

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

1. The policy of permitting swaps will continue as listed:
 - a. Proper form must be submitted and approved by the Chief or his designee,
 - b. Except for emergencies, the form should be submitted forty-eight (48) hours in advance of the requested swap,
 - c. It is the responsibility of the individual Employee to maintain the records for days swapped and owed,
 - d. Swap requests for trading time shall not be unreasonably denied.
"Unreasonable" shall be defined as working more than five (5) days in succession; a non-academy trained Employee replacing one who has completed the academy; swaps used to permanently change shift assignments (e.g. days to evenings).

The following criteria shall also apply:

- i. The reason for trading time is due, not to the City's operations, but to the Employee's desire or need to accommodate personal or unexpected needs as they arise, and
 - ii. The pay back of a swap shall take place within nine (9) months of the swap.
2. The "meal period" of one-half (1/2) hour duration will be maintained. The time of the "meal period" will commence at the arrival at the meal location. The Police Officer must inform the dispatcher of the location. In emergencies, the "meal period" can be interrupted.
3. Coffee break of between 10-15 minutes will be permitted. It is the Police Officer's responsibility to notify the dispatcher when leaving his/her post and the break can be

interrupted for emergencies.

4. Breaks for personal necessity may be taken at the station or at the Police Officer's home, provided the Police Officer resides in Auburn. It is the Police Officer's responsibility to notify the dispatcher of his/her location.
5. Police officers will be allowed adequate and reasonable time for doctor appointments. However, every effort should be made to have the appointments set for off-duty time. Advance notice to the Chief or his designee is required. If the appointment is at an office located outside the City of Auburn, the police cruiser shall not be used. Members of the department can continue to drop off laundry.
6. Police officers will be permitted to "stay over" or "come in early" at the completion of their tour for another Police Officer on a voluntary basis, not to exceed 4.5 hours.
7. Seniority will prevail in vacation selection. However, vacation selections made when the vacation list is posted in December will not be changed because of seniority. This means if a junior Employee selects a vacation period and it is not in conflict with a senior Employee, the senior Employee will not be permitted to bump the junior Employee at a later date. The needs of the department will take precedence in all matters of vacation.
8. The City agrees to maintain its current Police Liability Insurance.
9. The City will agree to provide transportation from the station to and from extra assignments whenever there is good cause to believe that the Employee's private vehicle may be vandalized (subject to availability of cars to provide the transportation).

ARTICLE 29 - OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a Police Officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

"The undersigned, an Employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an Employee of said City. I further release the City from any claim for salaries or wages during any absence caused by such injury".

Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year.

Such outside employment shall not be acceptable if any of the following conditions apply or develop:

1. Where it occurs, that secondary employment has an adverse effect on the Employee's sick leave record and work performance.
2. Where the nature or location of the employment compromises the effectiveness of the Employee as an Auburn Police Officer or creates the appearance of impropriety on the

part of the Employee on the City.

3. Where secondary employment impairs the Employee's ability to discharge the duties and responsibilities of his City job.
4. Where an Employee is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Employee for the City of Auburn.

ARTICLE 30 - SUBCONTRACTING

Section 1 - Loss of Job due to Subcontracting

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

1. fill a posted vacancy within the Police Department if any, with an affected Employee who is qualified for that vacancy; and
2. if there is no posted vacancy for which an affected Employee is qualified, the City will attempt to find a vacancy elsewhere within the City's workforce, which would provide comparable employment and offer such employment to the affected Employee; and
3. if there is no comparable employment available elsewhere within the City's workforce, the City will attempt to obtain an offer of employment for an affected Employee from a sub-contractor; and
4. if there is no offer of comparable employment by the City, and if there is no offer of comparable employment by the subcontractor, an Employee will then be laid off. A laid-off Employee shall be recalled to his former job, if a vacancy occurs within one (1) year of layoff.

Section 2 – Recall of Former Employee

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

1. the layoff of the former Employee by the subcontractor was due to loss of the contract with the City; and
2. the City resumes the performance of the work formerly performed by the contractor; and
3. because of the resumption of such work by the City of Auburn, a vacancy exists in the police department for which the former Employee is qualified; then

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

A laid-off Employee or former Employee may be given notice of recall by certified mail sent to the Employee's last address in the City's records. Within five (5) working days after the certified receipt date, a laid-off Employee must signify his/her intention of returning to work to the Chief of Police. If delivery of the notice is unsuccessful, or if an Employee fails to respond within five (5) working days of the certified receipt date, such Employee shall be considered to have quit City employment. If an Employee signifies to the Chief of Police his/her intention to return to work, he/she shall be given up to fourteen (14) consecutive days of the certified receipt date within which to report to work.

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

ARTICLE 31 - RECIPROCITY

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

ARTICLE 32 - SUBSTANCE ABUSE TEST

The City and the Union agree to negotiate a substance abuse testing policy that includes random substance abuse testing, subject to approval by the Maine Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City agree, by mutual consent, to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this Agreement. In particular, the parties agree to reopen and make necessary amendments resulting from the discussions and implementation of the annual Labor-Management Team Workplan (referenced in Article 27).

This agreement shall be in force and effect from July 1, 2017 to June 30, 2020 and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE FOLLOWS]

In witness thereof, the undersigned have caused this Agreement to be executed the ____ day of December 2021, with an effective date of July 1, 2020.

CITY OF AUBURN

PATROL & DETECTIVE UNIT AND THE
FRATERNAL ORDER OF POLICE

By: Phillip L. Crowell. Jr.
Its City Manager

By: Its

By: Its

By:
Its

EXHIBIT A UNIFORM POLICY
Issuance & Replacement List

Category / Item	Quantity	Category / Item	Quantity
Uniform Shirts	3 winter / 3 Summer	Sport Jackets	As needed in assignment
Uniform Pants	3 pr	Dress slacks	As needed in assignment
Duty Gloves	1 pr	Ties	As needed in assignment
Uniform boots / Shoes	1 pr	Dress Shoes	As needed in assignment
Uniform Coat – Three Season	1		
Class A Uniform	1	Coat, Pants, Shoes, Leather gear. Hat/Hat Badge	
APD Collar Brass	2	Name Tags	2
Badges	2	Uniform Ballcap	1
Rank Insignia	As appropriate	Department Patches	As appropriate
Weapon	1	Nylon Gear	All
Handcuffs	1	Pepper Spray	1
Baton	1	Patrol Bag	1
OPTIONAL CLOTHING/EQUIPMENT LIST (All other items not listed must have prior approval by Police Chief)			
Sweater			
Rain Gear (Additional)			
Boots (Summer)			
Black Patrol Sneakers			

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except Optional Clothing/Equipment items, will be issued to a new Employee as initial supply.
3. All items, except Optional Clothing/Equipment, will be replaced under a quarter master system on an "as needed" basis as determined by the Police Chief or designee.
4. Any item that is lost or damaged through "negligence" shall be replaced at the Employee's expense.
5. All items except for footwear and civilian clothes must be returned to the department upon separation.
6. The Police Chief in his/her sole discretion shall determine the situation and manner for wearing of uniform types and items.
7. Body armor shall be required to be worn while on duty or assignment. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
8. Optional Clothing/Equipment items may be purchased by the Employee or with an Optional Clothing Allowance, if provided. If purchased with the Optional Clothing Allowance, all such items purchased will be reimbursed, up to the allowance amount, upon presentation of a receipt. The department will not be responsible for the laundering, maintenance or replacement of optional apparel or items.
9. Detectives will receive an annual clothing allowance of \$500 for the purchase of the clothing items listed below, with the exception of the Class A and BDU uniform which will be replaced in accordance with the quartermaster system.
10. Weapons will be issued by the department (effective January 1996) and will remain department property.

EXHIBIT B CITY OF AUBURN HEALTH PROMOTION PROGRAM

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees and their dependents
- To prevent disease by rewarding employees and their dependents for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows:

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each Employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the Employee's primary care physician. If the Employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and body mass index (BMI). The aggregate results of the analysis for all City employees will be available to the City. However, consistent with Federal Law, the City will not have access to individual health risk analysis.

A health care educator will be assigned and responsible to work with each and every employee that signs up for the program. These educators will work to establish the base line for health risk factors for each Employee. Once established, the educators will work with the Employee to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each Employee will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the Employee, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Educator 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 Employees. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

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. 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.

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2007. Alternatively, an Employee may participate in the Health Promotion Program and make his/her intentions known to participate by November 31, 2007. The program's implementation date is December 1, 2007. During the first seven months of the program (12/1/07 to 6/30/08), employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2008, employees and spouses 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.

Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%. Employees who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. Employees who meet this goal will continue to pay 15% of the total premium. The program has two goals: First, to improve the health of each Employee through risk assessment and education; second, to reduce the long-term cost of health insurance for each Employee and the City. The use of the deduction in premium is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an Employee who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

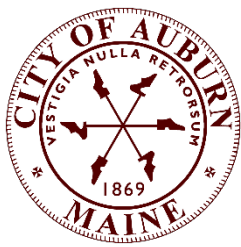
- The Employee has participated in the Health Risk Assessment;
- Has made reasonable progress and improvement since the last measurement;
- Has been recommended by their health care provider/educator as having made their "best effort."

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.

At all time, the Employee shall be responsible for establishing and /or modifying appropriate goals with the Health Care Educator. The Health Educator shall be responsible, in consultation with the Employee, to determine the appropriate activities to meet such goals and to determine whether or not the Employee/spouse has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the Employee/spouse's PCP shall have final say in re• determining and/or modifying previously established goals.

Flex Spending Account

The City will continue to provide the Flex Spending Accounts through which the Employee may utilize a debit card or submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition, the Employee may increase the funds in the Flex Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: 12/06/2021

Order: 139-12062021

Author: Brian Wood, Assistant City Manager

Subject: Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Maine Association of Police Command Unit covering 07/01/2021

Information: The Collective Bargaining Agreement (CBA) between the City of Auburn and the Maine Association of Police (Map) Command unit expired on 6/30/2021.

The following is a summary of the changes:

- 5% Yr 1, 2% Yr 2, 2% Yr 3 increase in wages
- Add an additional step for yr 16
- Clothing allowance increase
- Holiday pay for Christmas and Thanksgiving
- Health Waiver adjustment to 4.2%
- Performance based Bonus

City Budgetary Impacts: The total approximate cost of the increases over 3 years = **\$284,793** (includes the cost increase for the additional step, the performance bonuses, and estimated OT).

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

Previous Meetings and History:

1-4-2021
3-1-2021
5-3-2021
11-15-2021

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: Contract Agreement from 07/01/2021 to 6/30/2024

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF AUBURN
AND
MAINE ASSOCIATION OF POLICE
COMMAND UNIT

July 1, 2021 to June 30, 2024

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PREAMBLE

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, Revised September 1989 the Municipal Public Employees Labor Relations Act, this agreement is entered into by the City of Auburn, Maine (hereinafter known as the City) and Maine Association of Police (hereinafter known as the Union).

It is the intent and purpose of the parties to set forth herein the entire Agreement covering rates of pay; wages, hours of employment and other conditions of employment; to increase the efficiency and productivity employees in the Police Department; to provide for the prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Police Department.

ARTICLE 1 - BARGAINING UNIT

It is expressly agreed that previous negotiations are without prejudice to the right of the City to object to the composition of the bargaining unit being represented by the negotiating team of the Union in any subsequent contract year. For the purpose of this agreement, the Maine Association of Police will represent all Lieutenants (with the exception of the Administrative Division Commander) and Sergeants in the Auburn Police Department.

ARTICLE 2 - RECOGNITION OF CITY 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 functions including the full and exclusive control, direction, and supervision of operations and personnel including the right to hire, promote, suspend or otherwise discipline superior officers under the City Charter and Ordinances.

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1 - Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may arise questions concerning the actions of members of the force. Such questions may require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

To insure that such investigations are conducted in a manner conducive to good order and discipline, while observing and protecting the individual rights of each member of the department, the following rules of procedure are established:

- A) To the extent possible, the interrogation will be conducted at a reasonable time taking into consideration the working hours of the member and the legitimate interests of the department. The officer conducting the interrogation shall advise the member that an investigation is being conducted. The investigating officer shall inform the member of the nature of the alleged conduct which is the subject matter of the interrogation and, unless circumstances warrant anonymity, shall identify the complainant. If it is known that the member being interrogated is a witness only, he shall be so informed.
- B) In any case in which a police officer has been identified as a suspect in a criminal investigation, the interrogation shall be tape recorded and the tape shall be preserved by the investigating officer until the investigation is completed and all charges dropped or processed to conclusion. At his request, the member or his attorney may listen to, transcribe, or copy all or any portion of the tape.

The interrogation shall be conducted with as much confidentiality as possible. The interrogation of a member suspected of violating department rules and regulations shall be limited to questions which are reasonably related to the member's performance as it relates to the alleged violation.

- C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the interrogation except to counsel the member.
- E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.
- F) The investigation will be conducted without unreasonable delay and the member will be advised of the final outcome of the investigation.

Section 2 - Disciplinary Proceedings

Any member charged with a violation of department rules and regulations, incompetence, misconduct, negligence, insubordination, disloyalty, or other serious disciplinary infraction may request a hearing provided such request is made in writing and delivered to the Chief or his representative no more than five days after the member is advised of the charge against him. No member shall be dismissed without first being given notice and an opportunity for a hearing whether he requests it or not. In the case of a member who has been suspended, the hearing shall, if requested by the member, be held no more than five days after the date when the suspension began.

The member shall be informed of the exact nature of the charge and shall be given sufficient notice of the hearing date and time to allow him an opportunity to consult legal counsel, conduct an investigation, and prepare a defense. The hearing, which shall be before the Chief, or in his absence or incapacity, the Acting Chief, shall be informal in nature. The member may be accompanied by legal counsel or a representative of the Union. The member shall have the right to confer with his representative at any time during the hearing and shall have the right to have his representative speak on his behalf. The member shall have the right to appeal the decision of the Chief, to the City Manager, as provided in Article 8, in any case involving a suspension. Any matters as to which a member has a right to a hearing under this Article shall not also be the subject of a grievance proceeding.

Section 3 - Personnel Files

- A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of members shall be confidential and shall not be released to any person other than officials of the department and other City officials, except upon a legally authorized subpoena or written consent of the member.
- B) Upon request, a member shall have the right to inspect his official personnel record. Inspection shall be during regular business hours and shall be conducted under supervision of the department. A member shall have the right to make duplicate copies for his own use. No records shall be withheld from a member's inspection. A member shall have a right to have added to his personnel file a written refutation of any material which he considers detrimental.
- C) No written reprimand, which has not previously been the subject of a hearing, shall 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 days thereafter, the member may file a written reply. If the Chief thereafter places the written reprimand in the member's personnel file, he shall also include the reply.
- D) After two years, any officer may request that single incidents be purged from his personnel file. The request shall be submitted to a three-member panel composed of

a Union representative, the Police Chief or his representative, and the City Manager or his designee. The panel shall determine whether or not the request should be granted. The decision of the panel shall be final. Requests for purging may be made only once in a two-year period for each individual incident.

ARTICLE 4 - NON-DISCRIMINATION

All employees have the right to work in an environment free from discrimination unrelated to job performance. Intimidation and harassment of employees, whether by fellow employees or management personnel, including sexual harassment in all its various forms, is unacceptable conduct which may constitute grounds for disciplinary action. This provision shall not in any way prevent the Union from discharging its duty of fair representation of any of its members.

ARTICLE 5 - NO STRIKE/NO LOCKOUT

During the term of this Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City. During the term of this Agreement, neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

The Union agrees to notify all Local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work. Any or all employees who violate the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 6 - CHECK-OFF

The employer agrees to deduct the Union's weekly membership dues (uniform amount per member) and benefit premiums from the pay of those employees who voluntarily sign a check-off authorization form. The amounts to be deducted shall be certified to the Employer by Maine Association of Police, and the aggregate deductions of all employees shall be submitted together with an itemized statement to the Union on a quarterly basis, after such deductions are made. The written authorization for payroll deductions of Union membership dues shall be irrevocable during the term of this Agreement except that an employee may revoke the authorization, effective upon the expiration date of this Agreement, provided the employee notifies, in writing, the Employer and Maine Association of Police at least thirty (30) days, but not more than sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the

City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1

The President or his designee shall be allowed reasonable time-off without loss of any benefits to represent members, at the members request, at any grievance procedure or departmental hearing and shall be allowed reasonable time to interview and represent a requesting member during all stages of a grievance procedure.

Section 2

Members of the Negotiating Committee shall be allowed reasonable time- off without loss of benefits to represent the Union on all negotiations with the City concerning the collective bargaining agreement.

Section 3

The Union shall supply a list of all members referred to in Section 1 and 2 to be kept at the Office of the Chief of Police for the purpose of verifying the status of the Union's President and Negotiating Committee.

ARTICLE 8 - GRIEVANCE PROCEDURE

The purpose of the Grievance Procedure shall be to settle all grievances between the City and the Union, or one of its members, as quickly as possible so as to ensure efficiency and to promote employee morale. Grievances arising under this Agreement shall be adjusted and settled as follows:

Step 1. The employee, or his representative, or the Union shall present the grievance in writing to the Police Chief, whose duty it shall be to give the grievance full consideration and to make an effort to settle the grievance within ten (10) administrative working days after its presentation.

Step 2. If the grievance remains unresolved or the decision of the Police Chief is unsatisfactory, the aggrieved member, or his representative, or the Union shall file an appeal with the City Manager within ten (10) administrative working days after receiving the decision of the Police Chief. The Manager shall promptly hear and decide the grievance and provide a written copy of this decision to the aggrieved party and/or Union within ten (10) administrative

working days after hearing the grievance.

Step 3. In the event that the grievance remains unresolved and the decision of the City Manager is unsatisfactory, the aggrieved member, his representative, or the Union, may submit any or all of the issues involved to binding arbitration by giving written notice of such intention within ten (10) administrative working days after receiving the decision of the City Manager. If the parties are unable to agree upon an impartial arbitrator within ten (10) administrative working days of the date when notice of intent to proceed with arbitration is given, either party may request the appointment of an arbitrator by the American Arbitration Association and the proceedings shall thereafter be taken in accordance with the rules of the Association. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall have no authority to add to, subtract from, or modify any provision of this Agreement.

The Employer and the Union shall bear the fees and expenses of the arbitrator equally. Each party shall be responsible for its own witness fees and expenses.

ARTICLE 9 - WAGES

Members of the Auburn Police Department Command Unit shall be paid in accordance with the following wage schedule:

SERGEANT	7/1/2021 to 6/30/2022	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years	Step 5 16+ years
	Annual	\$74,091.65	\$76,313.87	\$78,603.80	\$80,961.97	\$83,390.83
	Weekly	\$1,424.84	\$1,467.57	\$1,511.61	\$1,556.96	\$1,603.67
	Hourly	\$35.6210	\$36.6894	\$37.7903	\$38.9240	\$40.0917
	7/1/2022 to 6/30/2023	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years	Step 5 16+ years
	Annual	\$75,573.49	\$77,840.15	\$80,175.87	\$82,581.21	\$85,058.65
	Weekly	\$1,453.34	\$1,496.93	\$1,541.84	\$1,588.10	\$1,635.74
	Hourly	\$36.3334	\$37.4231	\$38.5461	\$39.7025	\$40.8936
	7/1/2023 to 6/30/2024	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years	Step 5 16+ years
	Annual	\$77,084.96	\$79,396.95	\$81,779.39	\$84,232.84	\$86,759.82
	Weekly	\$1,482.40	\$1,526.86	\$1,572.68	\$1,619.86	\$1,668.46
	Hourly	\$37.0601	\$38.1716	\$39.3170	\$40.4966	\$41.7115

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LIEUTENANT	7/1/2021 to 6/30/2022	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years
	Annual	\$87,560.37	\$90,187.18	\$92,892.80	\$95,679.58
	Weekly	\$1,683.85	\$1,734.37	\$1,786.40	\$1,839.99
	Hourly	\$42.0963	\$43.3592	\$44.6600	\$45.9998
	7/1/2022 to 6/30/2023	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years
	Annual	\$89,311.58	\$91,990.93	\$94,750.66	\$97,593.18
	Weekly	\$1,717.53	\$1,769.06	\$1,822.13	\$1,876.79
	Hourly	\$42.9383	\$44.2264	\$45.5532	\$46.9198
	7/1/2023 to 6/30/2024	Step 1 0-3 years	Step 2 4-7 years	Step 3 8-11 years	Step 4 12-15 years
	Annual	\$91,097.81	\$93,830.75	\$96,645.67	\$99,545.04
	Weekly	\$1,751.88	\$1,804.44	\$1,858.57	\$1,914.33
	Hourly	\$43.7970	\$45.1109	\$46.4643	\$47.8582

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The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 3% differential will be maintained between the steps.

In addition to the wage schedule, Patrol Supervisors will receive \$700 and Shift Commanders will receive \$800 on the pay period closest to December 1st of each contract year. The \$700 and \$800 pay will be included as wages when calculating pay differentials. Continuation of the said pay for subsequent years will be negotiable and considered in conjunction with overall wage adjustments. At the employee's option, said pay may be placed into the employee's wellness account or deferred compensation account. Placement in either the wellness account or deferred compensation account must be in accordance with their respective rules, policies or provisions.

All employees will be subject to performance evaluations in order to receive performance steps on the anniversary date of promotion. All performance evaluations will be conducted within 45 days of the employee's anniversary date. If completed after the anniversary date, step increase will be retroactive for successful evaluations. Employees, whose step increase is withheld, due to performance evaluation, will receive a progress evaluation no more than three months from last anniversary date or completed evaluation process, whichever is greater.

ARTICLE 10 - HOURS OF WORK

Members shall be employed for a work week averaging forty (40) hours per week. The City may implement a new work schedule which shall remain in effect throughout the fiscal year in which it is implemented and may not be changed again during that fiscal year, except by agreement of the parties. Prior to a change in the work schedule, the City shall meet and consult, but not negotiate, with the Union with respect to a work schedule change. The City reserves the right to make immediate temporary changes in the scheduling of any and all members of the bargaining unit in the event of an emergency.

ARTICLE 11 - OVERTIME

Every member of the Union shall be paid at the rate of one and one half times their regular hourly rate of pay for each hour or portion of an hour in excess of their regular work week. Regular hourly rate of pay shall be determined by dividing 40 into their regular weekly salary. For the purpose of this paragraph hours worked shall not include hours compensated for by: Bereavement Leave, Reserve Service Leave, or Military Leave and Workmen's Compensation pay. Members called back to work shall receive a minimum of three (3) hours pay for the work which they are called back at the overtime rate.

Members of the bargaining unit may elect at their option, to accrue compensatory time at the rate of two (2) hours for every hour of overtime worked. Members may accumulate up to the maximums per contract year. Maximum accrual is 80 hours.

Any request for compensatory time for more than four (4) hours will require seventy-two (72) hours' notice, unless there is an emergency which prevents it. Compensatory time shall be granted at such time and in such time blocks as are mutually agreed upon between the member and his supervisor; permission to utilize time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time shall be granted only when no replacement is required.

Members will have the right to carry over twenty-two (22) hours or two (2) working days into the next fiscal year. Any days not carried over shall be converted to cash and paid in the last pay day of the fiscal year at the member's overtime rate. Carryover in excess of twenty-two (22) hours or two (2) working days must have the approval of the Chief or his/her designee. Members may 'cash out' any accrued compensatory time only at one and one-half times their hourly rate and only to a maximum of forty (40) hours regardless of the contract year and/or accrual maximum.

ARTICLE 12 - HOLIDAYS

Each employee 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:

New Year's Day	Patriot's Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus Day	Christmas Day
Washington's Birthday	Independence Day	Veteran's Day	

Further, each member shall be entitled to two floating holidays per year to be scheduled when no replacement for the member is necessary.

Members who work at least fifty (50%) percent of their regularly scheduled work shift on Christmas and/or Thanksgiving will receive an additional six (6) hours pay at straight time.

Employees shall annually receive one (1) personal day off. Employees may schedule said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule vacation leave each year. All employees having worked for the City for a period of not less than eight (8) years nor more than seventeen (17) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (whichever is the greater) each year. At eighteen (18) years, an employee shall be entitled to one-hundred and sixty (160) hours or twenty (20) working days whichever is the greater paid vacation leave.

Vacation leave shall be credited on a monthly basis. The month in which employment begins or ends will be counted as a month of service if employment begins before the 16th or ends after the 15th day of the month. Any absence from duty for which sick leave is paid shall not constitute a break in the service record for the accumulation of vacation leave. Unused vacation days may accrue from one year to the next. On June 30th of each year, the total accrual shall not exceed three hundred and fifty hours (350). Accumulated vacation leave, subject to the maximum allowed, shall be paid to an employee upon separation after six (6) months employment or upon death, with no minimum employment, to his or her beneficiary. The payment shall be made in one lump sum. Computation of the value of each hour paid shall be determined by utilizing the straight hourly wage.

Scheduling and/or approval of vacation leave shall be the responsibility of the Chief of Police or his/her designee, who shall ensure that vacations do not significantly interfere with the work and efficiency of the department. Provision shall be made, however, so that no employee forfeits any vacation leave.

ARTICLE 14 - SICK LEAVE

Each employee shall be entitled to paid sick leave which is to be earned at the rate of

one (1) working day for each calendar month of service. Unused sick leave may be accumulated to a maximum of 1440 hours. Sick leave credit will continue to accrue while an employee is on sick leave. Sick leave may also be granted to an employee because of illness of a member of the employee's "immediate family" which is defined as a spouse, child, or parent.

One half of the accumulated sick leave shall be paid upon retirement or pension or upon compulsory separation at age 65 or to his/her beneficiary upon death.

For an employee not at the sick leave maximum accumulation, the employee will be granted one sick day off, up to a maximum of four per year if he/she does not use sick time in the periods outlined below. For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use. If an employee is on Family/ Medical Leave, regardless of the leave being used, the employee will not be eligible for a sick leave incentive day during that period.

It will be the responsibility of the employee to report in writing to the Police Department administration when he/she has earned a sick leave incentive day. This must be done within 14 days of having earned the said day. A sick leave incentive day may *only* be taken when the employee does not have to be replaced.

- First Sick Incentive Day starts July 1st and ends September 30th
- Second Sick Incentive Day starts October 1st and ends December 30th
- Third Sick Incentive Day starts January 1st and ends March 31st
- Fourth Sick Incentive Day starts April 1st and ends June 30th

Employees at maximum sick accrual will continue to earn one vacation day for every two sick days not earned or for those participating in the in-service retirement program will earn one earned leave time day for every quarter of having no unscheduled absence. These members may also contribute up to 4 vacation days or earned leave time per year into the Cafeteria Benefit Plan (Wellness Account).

ARTICLE 15- FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be granted to any superior officer for five (5) consecutive regularly scheduled schedule workdays because of death of a spouse or child and three (3) consecutive, regularly scheduled workdays because of a death in the immediate family plus any actual travel time reasonably required to return from out-of-state. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren, and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the

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discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 16 - TUITION REIMBURSEMENT

The City will provide one hundred (100%) percent reimbursement for the successful completion of job-related courses which have prior approval by the Chief. The maximum tuition reimbursement will be based upon the in-state tuition rate of the University of Southern Maine. Approved reimbursement will be provided within 30 days of a proper submission by a member. The City agrees to fund a minimum of an amount equal to 32 credit hours at the USM undergraduate rate for this unit. The member will participate to the fullest extent possible in education financial aid programs sponsored by the federal and state governments and in private scholarship programs. Any funds allocated to tuition reimbursement at the conclusion of the fiscal year, beyond the minimum allocation amount, may be distributed to members for approved reimbursement.

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ARTICLE 17 - HEALTH INSURANCE

Section 1 - Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the PPO 500 plan through the Maine Municipal Employees Health Trust at the Employee/Employer cost share as outlined below. Members of the bargaining unit who opt to remain in the POS C Plan will pay the difference in premiums between the PPO 500 Plan and the POS C Plan for the single, single parent and family subscribers.

The City and the Employee shall share in the cost of health insurance. The cost share for annual health insurance premiums will be in accordance with the following schedule:

	City	Employee
<u>July 1, 2020- June 30, 2021</u>	75%	25%

All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Appendix B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums for the life of this agreement. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the PPO 500 Plan. This will not include co-pays. Beginning July 1, 2017, the City will replenish the account with 100% of the total out-of-pocket costs. Funds will be available until December 31, 2017. January 1, 2018, the account will be replenished and be available throughout the calendar year, until the money is exhausted. The account will be replenished the following January. The City will replenish each account up to the amount specified above. The above percentages are applicable to the deductibles and co-insurance for single, parent, or family plan to which the employee subscribes

Section 2 - Payment Program for Waiving Health Insurance Coverage

Any member of the bargaining unit may elect to waive coverage in the City's health insurance plan. Any employee waiving full coverage or partial coverage for which he/she would otherwise be eligible shall be paid according to the following conditions:

1. Any employee 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 three and seven tenths (4.2) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.
2. An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and seven tenths (4.2) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. A new employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.

~~5.~~ **6.5.** If the employee wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.

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~~7.6.~~ If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment, pro-rated on a monthly basis.

~~8.7.~~ In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the Personnel Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the 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.

~~9.8.~~ If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.

~~10.9.~~ This section is effective with the signing of the contract and is not retroactive.

An employee who waives health insurance coverage and is not contributing toward a health insurance premium, but who is otherwise eligible for the non-smoking bonus, shall have the non-smoking bonus (\$100) added to the health insurance waiver payment.

Effective 1/1/14, all calculations for the health insurance waivers are based upon the PPO 500 plan.

Section 3 - Terms and Conditions to Apply

The extent of coverage provided under the existing insurance policies referred to in this 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 there under shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedures set forth in this agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability for the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement.

Article 18 - CAFETERIA BENEFIT PLAN

The City will contribute \$800 to each employee's Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through weekly deduction, to their Medical Reimbursement Plan. Use and reimbursement will be made in accordance with the City's Cafeteria Benefit Plan.

In addition, employees may contribute the cash value of up to a maximum of forty-

four hours from the following accrued leave to their Cafeteria Benefit Plan:

- Twenty-four (24) hours sick incentive days (must be complete days);
- Any accrued vacation, earned leave time, or sick hours (employee must maintain a minimum of 30 days of accrued sick leave).

The cash value of the benefit will be calculated on the hourly rate (excluding overtime) effective as of July 1st of each year (when rate is known) upon enrollment. The total benefit in the Cafeteria Benefit Plan per employee from all sources (City contributions, weekly payroll contributions from the employee, and cash value of Sick Leave Incentive Days and/or sick days) may not exceed \$2,500. If contributions of vacation time bring the total in the Cafeteria Benefit Plan above the \$2,500 cap, the benefit may be used for the supplemental retirement (ICMA 457 Plan). Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. The City will authorize the amount of \$500 be rolled over as permitted by IRS regulations, if allowed by the City's third-party provider. Employees, who are discharged, retire, or otherwise terminate their employment with the City, shall be entitled to the balance of in accordance with IRS regulations.

ARTICLE 19- RETIREMENT

Employees shall be enrolled in the Maine Public Employees Retirement System Plan 3C for retirement at the end of 25 years of credited service in the department, regardless of the Employee's chronological age.

Employees upon reaching 25 years of credited service, regardless of age, shall be eligible to enter into a retire in place program (the "Program"). The next day after an employee is eligible to retire with full benefits shall be their eligibility date (the "Eligibility Date") at which time they can opt into the Program. Under the Program they will be able to collect from their retirement account while continuing to work for APD.

Upon entry into the program, eligible members in good standing will agree to be immediately rehired for a maximum of 60 months. For each month beyond the eligible date, the member reduces the maximum eligibility by the equal amount of months. The minimum amount of months in the program will be 12 months. The city may authorize an additional 12 months for a total of 72 months upon written request of the employee with a 12-month advanced notice. The city will determine if the request will be granted or denied and will respond to the employee within thirty days of receiving the request.

Upon initial separation, all members must cash out all allowed accrued time. Upon rehire, the member will be awarded 25 personal days. Annually the accrual of personal days will be posted on the anniversary date of the member's rehire and may roll over from year to year. If a member separates prior to completing a full year, the amount will be prorated by month in calculating cash out of personal days.

If a member has become disabled while participating in the Program, the member shall be treated as if they had concluded the Program.

Upon rehire pursuant to this Article, members will be granted 12 "extended sick bank days." A "day" shall be equivalent to the number of hours the member is working at the time of rehire. The extended sick bank will provide 12 sick days per year (credited on the member's anniversary date and based on the numbers of hours in a day that the member is working at that time). Employees who are sick more than two consecutive scheduled workdays are eligible to start using the 12 extended sick bank days instead of using their personal days. Each additional extended sick time occurrence within that year would first require the use of two personal days, assuming the member has remaining extended sick bank days available. Extended sick bank days cannot be rolled over from year to year, cashed out upon separation or used in the funding of a member's cafeteria benefits plan. If a member experiences an extended sick leave and depletes all of the member's extended sick days, that member may then revert back to utilizing any other accumulated earned time, including remaining personal time. Consistent with regular sick time usage, extended sick days may be used because of an illness to a member's "immediate family," define as a spouse, child, or parent.

Upon rehire, the participating member will receive an amount equal to 50% of the City's required MePERS 3C plan contribution, which amount will be placed into an allowable tax deferred retirement contribution program.

All other provisions of this Agreement, other than those pertaining to accrued leave, shall not be affected hereby.

ARTICLE 20 - CLOTHING ALLOWANCE

Section 1 - Purpose

The City will furnish to employees an annual allowance for the purposes of purchasing, maintaining, replacing, or repairing required uniforms, optional clothing or equipment listed in **Appendix A**. An employee's primary clothing and equipment shall be maintained in good condition prior to purchasing optional clothing and equipment. Employees not required to wear a uniform on a daily basis shall maintain a complete BDU and Class A uniform.

Section 2 - Reimbursement

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement. An employee, who has civilian clothing damaged while performing an approved plain clothes detail, will be replaced or repaired up to a maximum of \$50.00 from the employee's allocated clothing allowance. If damaged in the line of duty,

the officer must notify the court officer for possible reimbursement through the court restitution process.

Section 3 - Uniform Policy

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4 - Separation

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

Section 5 - Allowance

Permanent employees shall receive a maximum annual clothing allowance of \$800. An employee can elect to participate in the department laundering service; those who choose to participate will have their allowance reduced to \$400. Notification must be made to the Chief in January of each year. An employee not participating in the laundering service can elect to take up to \$200 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

Members may annually roll over and bank up to \$1,000 from their allowance to be used for other items identified on the clothing and equipment lists.

Section 6 - Cell Phone Stipend:

Sergeants shall receive a \$45 per month cell phone stipend paid monthly on the first week of the month. Lieutenants will receive \$65 per month, paid monthly on the first week of the month.

ARTICLE 21 - WORKERS' COMPENSATION

Employees, who are covered by this agreement, and become incapacitated as a result of an illness or injury arising out of and in the course of employment shall continue to receive, in addition to compensation paid or payable under the Workers' Compensation Act, an amount sufficient to provide them with full pay while the incapacity exists and until they return to active duty, are placed on disability retirement, become eligible for a retirement pension or resign. For purposes of this article, full pay shall be defined as the employee's current base

salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement, or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

Employees who are unable to perform regular job duties as a result of an incapacity from an illness or injury arising out of and in the course of employment may be assigned, if available, other work normally performed by police officers or work related to work done by police officers (i.e., crime prevention, crime analysis, community policing, school liaison, etc.). Employees may agree to work which is not normally performed by or related to police officers. In all cases, such work and its availability shall be determined by the Chief and approved by a qualified physician familiar with the employee's incapacity.

The City reserves the right to require an independent medical examination to determine the extent of the incapacity. Employees who are determined by a qualified physician to be unable to ever return to work shall immediately apply for disability retirement. The City's liability to pay benefits under this section shall not be cumulative and may deduct any benefits provided by Workers' Compensation or require the employee to assign to it the right to receive any such benefits that any such employee repays to it the amount of any such benefits previously received.

Each time the injured employee is examined by his/her qualified physician, the physician shall provide a statement to the City indicating the employee's condition and whether or not the employee may return for regular duty. When the physician certifies the employee to be fit to return for normal duty, the employee shall immediately return to work as directed by the Chief or his designee.

ARTICLE 22 - COURT TIME

Employees covered by this Agreement, required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance,

whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 23 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1.5) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 24 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first \$23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

1. The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
2. The member agrees to purchase the remaining premiums based upon 1X, 2X or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first \$23,000 of paid coverage by the City.

ARTICLE 25 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra- departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 26 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible to report defects in equipment to their supervisor.

ARTICLE 27 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of \$300,000 with respect to any action brought under the State of Maine Tort Claims and \$350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

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ARTICLE 28 – OUTSIDE EMPLOYMENT

Police officers will not engage in outside employment which might in any way hinder their impartial performance of their assigned duties as a police officer. Police officers who wish to obtain outside employment must first advise the Chief of Police and sign the following waiver:

“The undersigned, an employee of the City of Auburn, does hereby waive and release said City from any labor expense or costs because of any injury incurred for reason of any employment accepted by the undersigned other than as an employee of said City.

“I further release the City from any claim for salaries or wages during any absence caused by such injury”.

1. Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year. Such outside employment shall not be acceptable if any of the following conditions apply or develop:
2. Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.

Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.

Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.

Where an officer is using his City position to influence his outside employment.

Officers who engage in secondary employment shall do so only with the understanding and acceptance that their primary job is as a Police Officer for the City of Auburn.

ARTICLE 29 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 30 - RECIPROCITY AGREEMENT

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

ARTICLE 31 - SENIORITY

Section 1 - List

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

Section 2 - Posting

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

period, the seniority list shall be deemed correct.

ARTICLE 32 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee;

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive test;
- facilities at which the tests will be conducted;
- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 33 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor-Management Team Work-plan (referenced in Article 35).

ARTICLE 34 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2020 through June 30, 2021. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 35 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

The City and the Union agree shall continue hold labor management discussions. Annually, the team shall develop a work plan for the department. The work plan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

In witness thereof, the undersigned have caused this Agreement to be executed the ____ day of _____, 2021, with an effective date of July 1, 2024.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE
– COMMAND UNIT

By: Phillip L. Crowell, Jr.
Its City Manager

By: Daniel Felkel
Its

By: Anthony Harrington
Its

By: Matthew Dailey
Its

Appendix A Uniform Policy

1. All uniform, insignia, accessory, equipment and optional items will meet department specification and approval of the Chief.
2. All items, except footwear and civilian clothes must be returned to the department upon separation.
3. The Police Chief's sole discretion shall determine the situation and manner of wearing of uniform types and items.
4. Body armor shall be required to be worn while in uniform or on special detail. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
5. Weapons will be issued by the department and will remain department property.
6. City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

ISSUANCE & REPLACEMENT LIST

<u>Category/Item:</u>	<u>Quantity</u>	<u>Category/Item:</u>	
Hats (8-point/1 ball cap)	2	Sport Jackets	
Shirts (3 winter/ 3 summer)	6	Dress Slacks	
Pants	3 pr.	Dress Shirts	
Duty Gloves	1 pr.	Ties	
Tie	1	Dress Shoes	
Blousing	1 pr.		
Straps	1 pr.		
Shoes	1 pr.		
(Dress)			
Boots (All Season - Military Style)			
Coat	1		
Class A Uniform	1 ea.		
Raincoat	1		
<u>Insignia</u>		<u>Accessories</u>	
APD Pins	2	Weapon	1
Name Tags	2	leather/Nylon Gear	all
Rank Insignias	As Appropriate	Handcuffs	1
Departmental Patches	As Appropriate	Pepper Mace	1
Badges	2	Attache Case	1
Hat Insignia	1		

OPTIONAL CLOTHING/EQUIPMENT LIST (Other Items not listed must have prior approval)

Sweater	Socks	Dickey
Raingear (additional)	Mock Turtleneck	Cold Weather Clothing
Polo Shirt	Shoes (Black Casual)	Range Clothing
BDU Windpants	Boots (Summer)	Gore-Tex tm Ballcaps

APPENDIX B

CITY OF AUBURN HEALTH PROMOTION PROGRAM

The program seeks voluntary compliance with a health promotion and health care management system which focuses primarily on prevention activities. The goal is:

- To reduce the overall need for health care services by City employees.
- To prevent disease by rewarding employees for healthy behavior that will prevent disease; and
- To lower the rate of increase in the City's health insurance premiums.

The program can be broken down as follows:

Health Risk Analysis and Education

The first major part of the program is an individual health risk analysis which will be available for each employee who desires one. This service may be provided by a health care provider that will be under contract with the City to provide these services or by the employee's primary care physician. If the employee opts to use his/her primary care physician, the result of the health risk analysis will be provided to the City's contracted health promotion provider. The health risk analysis will include but not be limited to high blood pressure, elevated cholesterol, diabetes screening, smoking, and body mass index (BMI). The aggregate results of the analysis for all City employees will be available to the City. However, consistent with federal law, the City will not have access to an 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. These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

After the initial consultation, each member will receive at least one additional face-to-face meeting annually. Such meetings will be primarily designed to be on the job site for the employees and in a private setting. Depending on the results of the health risk analysis and the goals of the member, additional meetings will be scheduled. Should a face-to-face consultation not be practical, phone and email may be acceptable alternatives.

The City, after consultation with the Health Care Educator 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

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creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

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. 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.

Health Care Management Proposal

The insurance proposal is as follows: Employees' portion of health insurance premium increases from 15% to 25%, effective July 1, 2021. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2021. The program's implementation date is July 1, 2021. During the first year of the program (7/1/21 to 6/30/22), employees need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2021, 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.

Health Promotion Program and Employee Cost Share

The proposed employee's health insurance cost share is 25%.

Employees who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. Employees who meet this goal will continue to pay 15% of the total premium. The program has two goals: First, to improve the health of each employee through risk assessment and education; second, to reduce the long-term cost of health insurance for each employee

and the City. The use of credits is not intended by the City to be a primary source of savings, but as an instrument to make the program important and meaningful. As such, an employee who makes a 'best effort' but falls slightly short of meeting their goals will not be penalized, providing, however, that the following three criteria are met:

- a. The Employee has participated in the Health Risk Assessment;
- b. Has made reasonable progress and improvement since the last measurement;
- c. Has been recommended by their health care provider/educator as having made their 'best effort'.

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.

At all times, the employee's Primary Care Physician (PCP) shall be responsible for establishing and/or modifying appropriate goals. The Health Care Educator shall be responsible, in consultation with the employee's PCP, to determine the appropriate activities to meet such goals and to determine whether or not the employee has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the employee's PCP shall have final say in re-determining and/or modifying previously established goals.

Medical Spending Account

The City will continue to provide the Flex Spending Accounts through which the employee may submit receipts for office visit co-payments, lab work, diagnostic testing, and prescriptions. In addition, the employee may increase the funds in the Flex Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.



ORDER 139-12062021

City Council Order

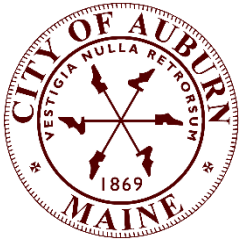
IN CITY COUNCIL

ORDERED, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with Maine Association of Police, Command Unit, effective 07/01/2021.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: 12/06/2021

Order: 140-12062021

Author: Jay Brenchick

Subject: Agriculture Committee Budget Request

Information:

The Committee requests a budget of \$1500 to be used to cover operating and incidental Agriculture Committee costs. The budget will help with local/regional awareness surrounding Auburn's food products, efforts for increasing local and regional market opportunities and corresponding marketing initiatives to help agriculture operations grow. In addition, the budget will assist with awareness efforts surrounding Auburn's food products so that residents and visitors are aware of sources local food sources.

City Budgetary Impacts: \$1,500

Staff Recommended Action: For council consideration.

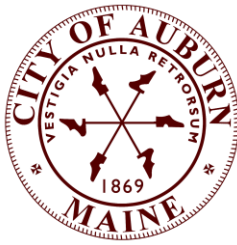
Previous Meetings and History: N/A

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments: None



ORDER 140-12062021

City Council Order

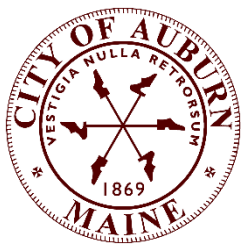
IN CITY COUNCIL

ORDERED, that the City Council hereby approves the \$1,500 budget request for the Agriculture Committee to be used to cover operating and incidental committee related costs.

Holly C. Lasagna, Ward One
Brian S. Carrier, Ward Four
Belinda A. Gerry, At Large

Timothy B. MacLeod, Ward Two
Leroy G. Walker, Ward Five
Jason J. Levesque, Mayor

Stephen G. Milks, Ward Three
Katherine E. Boss, At Large
Phillip L. Crowell, Jr., City Manager



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: December 6, 2021

Resolve: 04-12062021

Author: Phil Crowell, City Manager

Subject: Climate Resolve

Information: Councilor MacLeod and Councilor Boss requested the council take formal action for the City of Auburn to be carbon neutral. Staff reviewed a state report which outlines a four-year Climate Action Plan to put Maine on a trajectory to decrease greenhouse gas emissions by 45% by 2030 and 80% by 2050 and achieve carbon neutrality by 2045. Any action taken by the city of Auburn, should align with the Maine Climate Action Plan Goals identified by the climate council:

1. Reduce Maine's Greenhouse Gas Emissions
2. Avoid the Impacts and Costs of Inaction
3. Foster Economic Opportunity and Prosperity
4. Advance Equity through Maine's Climate Response

The attached resolve will direct elected officials and city staff to align decisions in the future with the climate action goals.

City Budgetary Impacts:

N/A at this time.

Staff Recommended Action:

For council consideration.

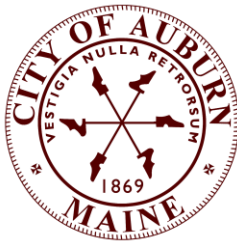
Previous Meetings and History:

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature:

Attachments:



City Council Resolve

IN CITY COUNCIL

Whereas, in June 2019, Governor Janet Mills signed LD 1679 into law to create the Maine Climate Council, and;

Whereas, the Council — an assembly of scientists, industry leaders, bipartisan local and state officials, and engaged citizens — has developed a four-year Climate Action Plan to put Maine on a trajectory to decrease greenhouse gas emissions by 45% by 2030 and 80% by 2050 and achieve carbon neutrality by 2045, and;

Whereas, the four-year Climate Action Plan, Maine Won't Wait, outlines the steps Maine must take to combat climate change, and;

Whereas, Auburn is a leading community in Maine and therefore must take action on climate, and;

Whereas, the Auburn Strategic Planning Committee presented their report in 2019 and the city council accepted the report and whereas the first recommendation of the report is to protect and fully enjoy Auburn's natural resources;

Now, therefore, the Auburn City Council hereby passes this resolve to direct the City of Auburn elected officials, staff, businesses, and its citizens when conducting its planning, purchasing, and operations within the city, decisions should align with the Maine Climate Plan Action Goals.

1. Reduce Maine's Greenhouse Gas Emissions
2. Avoid the Impacts and Costs of Inaction
3. Foster Economic Opportunity and Prosperity
4. Advance Equity through Maine's Climate Response