



**City Council Workshop & Meeting  
October 16, 2017  
Agenda**

**5:30 P.M. Workshop**

- A. Proposed Ordinance Revision (Livestock) – Eric Cousens (10 minutes)
- B. Norway Savings Bank Arena Concessions – Jason Paquin (10 minutes)
- C. Executive Session - Discussion regarding economic development, pursuant to 1 M.R.S.A. §405(6)(C).
- D. Executive Session - Discussion regarding contemplated litigation, pursuant to 1 M.R.S.A. §405(6)(E).
- E. Executive Session - Discussion regarding economic development (land acquisition – Pan Am), pursuant to 1 M.R.S.A. §405(6)(C)
- F. Executive Session - Discussion regarding economic development (land acquisition – Second St.), pursuant to 1 M.R.S.A. §405(6)(C)

**7:00 P.M. City Council Meeting**

**Roll call votes will begin with Councilor Young**

**Pledge of Allegiance**

- I. **Consent Items** – All items listed with an asterisk (\*) are considered as routine and will be approved in one motion. There will be no separate discussion of these items unless a Councilor or citizen requests. If requested, the item will be removed from the consent agenda and considered in the order it appears on the agenda.
  - 1. **Order 91-10162017\***  
Accepting the grant that awarded by the Firehouse Subs Public Safety Foundation in the amount of \$16,150 for the purchase of a digital fire extinguisher training system.
- II. **Minutes**
  - October 2, 2017 Regular Council Meeting
- III. **Communications, Presentations and Recognitions**
  - Proclamation and recognition – Extra Mile Day in Auburn, November 1, 2017
  - Communications – Workforce Innovation and Opportunity Act (WIOA)
- IV. **Open Session** - Members of the public are invited to speak to the Council about any issue directly related to City business which is *not on this agenda*.

- V. **Unfinished Business** - None
- VI. **New Business**
1. **Order 92-10162017**  
Approving the Liquor License application for AMDAG LLC, DBA Kristi's Cafe, a new business, located at 767 Minot Avenue.
  2. **Order 93-10162017**  
Approving the Staying Home Rental Assistance Program Guidelines.
  3. **Order 94-10162017**  
Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Maine Association of Police Command Unit covering 7/1/2017 through 6/30/2020.  
***Council may enter into executive session, pursuant to 1 M.R.S.A. §405(6)(D)***
  4. **Ordinance 11-10162017**  
Amending Chapter 24, Article II, Division 1, Sec. 24-23 of the General Assistance Ordinance Annual Adjustment of Maximum Benefits, Appendices A, B, C, and D effective 10/01/2017 to 9/30/2018.  
Public hearing and first reading.
  5. **Ordinance 12-10162017**  
Amending the General Assistance Ordinance Chapter 24, Article II, Division 1, Sec. 24-21 (d) *Information from other sources*; and Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (\*) (h) *Determination of family members' ability to pay*. Public hearing and first reading.
  6. **Order 95-10162017**  
Authorizing Staff to proceed with the discontinuance of a section of the Troy Street Right of Way.
  7. **Order 96-10162017**  
Authorizing \$110,000 in HOME funds be reserved for the Troy Street workforce housing project.
  8. **Order 97-10162017**  
Authorizing the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation.
  9. **Order 98-10162017**  
Approving the renewal of the Auto Graveyard/Junkyard permit for Don's No Preference Towing, DBA Morris Auto Parts & Sales, located at 940 Washington St. N.
- VII. **Reports**
- a. **Mayor's Report**
  - b. **City Councilors' Reports**
  - c. **City Manager Report**

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

**IX. Executive Session**

**X. Adjournment**

**Executive Session:** On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

(1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;

(2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;

(3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and

(4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.

This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

(1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 10-16-2017

**Author:** Eric J. Cousens, Deputy Director of Economic and Community Development

**Subject:** Draft Text Amendment of Livestock.

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**Information:** The City Council requested staff and the Planning Board to amend the Zoning Ordinance to eliminate conflict regarding livestock definitions and minimum lot size for the keeping of livestock that currently exists between Chapter 8 and Chapter 60. The draft text amendment addresses: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The change makes the two ordinances consistent but still requires the 1 acre minimum that already exists in Chapter 8.

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**City Budgetary Impacts:** None

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**Staff Recommended Action:** Staff recommends the City Council schedule a public hearing and 1<sup>st</sup> reading.

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: *Denise M. Clavette*

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**Previous Meetings and History:** The issue of livestock has been discussed at numerous City Council meetings since March 2017. The City Council asked the Planning Board to initiate a zoning text amendment to correct the contradictions around livestock. The Planning Board discussed draft text amendments at their August and September meetings and voted to approve the draft text amendment and forward it to the City Council for a final vote. All Planning Board materials from the two meetings are included as attachments.

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**Attachments:**

1. Planning Board Report for Livestock at the September 12, 2017 meeting.
2. Planning Board Memo for Discussion at the August 8, 2017 meeting.



## City of Auburn, Maine

Office of Economic & Community Development  
[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street  
Auburn, Maine 04210  
207.333.6601

### PLANNING BOARD REPORT to the CITY COUNCIL

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

From: Auburn Planning Board

Re: Text Amendment for Livestock

Date: October 2 2017

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- A. **SUMMARY** - On September 12, 2017 the Auburn Planning Board held a public hearing and made a recommendation on a Zoning Ordinance Text Amendment to address contradictory definitions of Livestock and Animals pursuant to Chapter 8 Animals, Article I, Sec 8-1 and Chapter 60 Zoning, Article I, Sec. 60-2. The meeting consisted of a staff presentation and discussion by the Planning Board. After the discussion, the Planning Board voted unanimously in favor (motion by Cyr, seconded by Scoggins) to send a recommendation of APPROVAL for the Text Amendment on to the City Council for final action.

**PROPOSAL** - Two major discrepancies arise between Chapter 8 & 60 Definitions that the Planning Board would like to address: 1) how livestock is defined, and 2) the acreage required for the keeping of livestock. The definition of livestock from Chapter 60 Sec. 60-2 reads: *“Livestock means domestic animals kept, used or raised on a farm for the production of income.”* This definition leaves the door open, if livestock are not being raised for the production of income, to be interpreted as pets. The definition of livestock from Chapter 8 Animals reads: *“Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.”* The Chapter 8 definition simply indicates what livestock are, irrespective of purpose.

The simplest and most effective change would update the definition of livestock in Chapter 60 to read identical to the definition in Chapter 8. In addition to integrating the definition of livestock from Chapter 8 into Chapter 60, staff recommends updating the definition title of **“Farm, Animal”** to read as **“Farm, Livestock”** in Chapter 60 Definitions since the definition refers only to what the definition of livestock in Chapter 8 refers to as livestock. Staff also recommended the new definition of **“Farm, Livestock”** in Chapter 60 include the one acre minimum specified by Chapter 8, Sec. 8-264 (2) Keeping of Livestock generally.

**PLANNING BOARD DELIBERATION AND RECOMMENDATION** - The Staff presented a report and draft text amendment at the Planning Board’s August meeting & a public hearing for the September meeting. The Planning Board discussed the proposed changes suggested by staff. In addition, to accepting the changes put forth by staff, the Planning Board also

offered some further wordsmithing to facilitate more unification in Chapter 60 definitions of livestock.

Planning Board member Philbrick made a motion, seconded by Scoggins to forward a recommendation of Approval to the City Council to amend the Auburn Code of Ordinances by updating the definitions of “Livestock” and “Farm, Animal” in Chapter 60 Zoning, Sec. 60-2 Definitions which was supported unanimously as per attachment.



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### The definition for Livestock and Farm, Animal definitions in Chapter 60, Sec.60-2 Definitions would now read:

Livestock means, ~~domestic animals kept, used or raised on a farm for the production of income. but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep, or swine.~~

Farm, ~~animal livestock~~, means any parcel of land that contains at least the following land area used for the keeping of horses, mules, ~~donkeys, cattle cows~~, goats, sheep, ~~swine hogs~~ and similar sized animals for the ~~agricultural domestic~~ use of the residents of the lot, ~~provided that there is a minimum of 1 acre of land as required by Chapter 8 Animals and provided that~~ adequate land area is provided for each animal unit, excluding water bodies of one-quarter acre surface area or larger:

(1)

Cattle: One bovine animal unit per acre of cleared hay-pasture land.

(2)

Horse: 1.5 animal units per acre of cleared hay/pasture land.

(3)

Sheep: Three animal units per acre of cleared hay/pasture land.

(4)

Swine: Two animal units per acre of cleared land.

(5)

Other ~~livestock animal~~ farms: The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

A handwritten signature in black ink, appearing to read "Dan Philbrick", is written over a horizontal line.

Dan Philbrick  
Planning Board Chair

Cc: Dan Philbrick, Chair Auburn Planning Board  
File



**PLANNING BOARD MEMORANDUM**

To: Auburn Planning Board

From: Zach Mosher, City Planner

Re: Discussion of Planning Board Initiated Text Amendment for Livestock.

Date: August 8, 2017

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As you may know, late last year, staff was approached by a citizen requesting to keep goats as pets in the Low Density Rural Residential District. According to Chapter 60 Zoning definitions, goats could be allowed on the .39 acre lot owned by the citizen, barring any complaints from neighbors or the creation of a nuisance. The definitions in Chapter 60 Zoning relevant to the discussion are as follows:

**Livestock** – Domestic animals kept, used or raised on a farm for the production of income.

**Farm, Animal** – Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:

1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.
2. Horse – 1.5 animal units per acre of cleared hay/pasture land.
3. Sheep – 3 animal units per acre of cleared hay/pasture land.
4. Swine – 2 animal units per acre of cleared land.
5. Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.

**Household Pet** – Any animal kept as a pet and normally housed at night within the owner’s dwelling or an accessory building on the same lot; but not including any animal normally raised as livestock or poultry, nor any animal raised for commercial gain. No household pet shall be kept that creates a public nuisance by reason of (1) objectionable effects perceptible outside the owner’s property, such as excessive or untimely noise or offensive odors; or (2) being a hazard to the health, safety and welfare of neighbors, invited guests or public servants visiting the property in the pursuit of their normal duties.

Staff interpreted the definitions from Chapter 60 Zoning to mean that goats, since they were not being raised for the **production of income or commercial gain**, were not considered livestock and instead were considered household pets.

Earlier this year the citizen was visited by Auburn Police who had received a complaint about the goats and was informed that goats were not allowed to be kept on lots less than 1 acre, according to Chapter 8 Animals of the Auburn Code of Ordinances. Chapter 8 Animals defines goats as livestock, irrespective of purpose, and also sets a 1 acre minimum lot size for the keeping of livestock. The definitions in Chapter 8 Animals relevant are as follows:

*Livestock means, but may not be limited to, any horses, mules, donkeys, cattle, goats, sheep or swine.*

*Sec. 8-264. - Keeping of livestock generally.*

*It shall be unlawful for any person to keep or permit the keeping of livestock on premises owned by him or under his control, except in compliance with the following regulations:*

- (1) Livestock shall only be kept on lots or tracts of land zoned or designated for rural or agricultural purposes by the city.*
- (2) Livestock shall not be kept on lots and tracts of land less than one acre in area.*
- (3) The provisions of article III of this chapter, pertaining to animal care and control, relative to animal care in general, shall specifically apply to the keeping of livestock.*

Chapter 8 Animals defines goats as livestock and says livestock shall not be permitted on lots less than an acre. Staff is looking for feedback concerning the conflict between Chapters 8 and 60 in the Auburn Code of Ordinances concerning livestock. The simplest and most effective change would remove the “production of income” from the definition of livestock in Chapter 60 and define the animals considered livestock as Chapter 8 does. This change would maintain the existing 1 acre minimum for goats or other livestock; The Council has indicated that the 1 acre standard makes sense.

The definition and standards for animal density could also be amended to read as follows:

***Farm, Animal*** – *Any parcel of land used for the keeping of horses, mules, cows, goats, sheep, hogs and similar sized animals for the domestic use of the residents of the lot, provided that there is a minimum of 1 acre of land as required by Chapter 8, Animals and adequate land area for each animal unit contains at least the following, excluding water bodies of one-quarter (1/4) acre surface area or larger:*

- 1. Cattle – 1 bovine animal unit per acre of cleared hay-pasture land.*
- 2. Horse – 1.5 animal units per acre of cleared hay/pasture land.*
- 3. Sheep – 3 animal units per acre of cleared hay/pasture land.*
- 4. Swine – 2 animal units per acre of cleared land.*



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5. *Other animal farms – The required lot size shall be determined by municipal officer charged with enforcement and shall conform to the lot size for similar sized animals.*

If the Planning Board would like to explore other changes or address other concerns between the definitions of Chapter 8 and Chapter 60, staff is open to hearing them and preparing a document that summarizes those changes/concerns at the next meeting.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

**Author:** Jason Paquin

**Subject:** Concessions / Norway Savings Bank Arena

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**Information:** Norway Savings Bank Arena is continuing to explore all options on Concession services, including running in house concessions and sublet options. Providing concessions is critical and vital part of the Norway Savings Bank Arena venue. Without concessions, the NSBA becomes less attractive for rentals and use. (The Concessions purchase was finalized on September 5<sup>th</sup>, 2017 and included in house control of Skate Rentals, Vending Machines and Coin Operated Games.)

Preliminary conversations have been held with a few local businesses, and other organizations. Outcomes to date, shows no interest in taking on the concessions component of the Norway Savings Bank Arena operations.

Two options: 1) RFP for food and beverage services; or 2) Determine if the City should take on operations of food and beverage service.

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**City Budgetary Impacts:**

Additional \$70,648.03 in Arena Operational Costs if operated in House with estimated Yearly Revenues of \$44,000 in Food and Beverage

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**Staff Recommended Action:**

Develop, advertise and send RFP for year-round food and beverage services.

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**Previous Meetings and History:** August 7<sup>th</sup>, 2017 Executive Session

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: *Denise M. Clavette*

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**Attachments:** Food and Beverage Proforma Pro Forma / Previous Food and Beverage RFP

## NSBA Concessions Pro Forma

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Hourly Rate	Weekly Cost
Cooks (Hrs)	9	9	18	9	9	24	16	94	\$ 9.00	\$ 846.00
Cashiers (Hrs)	9	9	18	9	9	24	16	94	\$ 9.00	\$ 846.00
										\$ 1,692.00
<b>Payroll Costs</b>									30 Weeks	\$ <b>50,760.00</b>
<b>FICA/Medicare on Payroll</b>										\$ <b>3,883.14</b>
<b>Training (Serve Safe)</b>										\$ <b>800.00</b>
<b>Supplies</b>										\$ <b>2,500.00</b>
<b>Operational Cost Total</b>										\$ <b>57,943.14</b>
<b>Inventory Cost</b>										\$ <b>45,000.00</b>
<b>Estimated Revenues</b>										\$ <b>119,700.00</b>
<b>Operating Gain (Loss)</b>										\$ <b>16,756.86</b>

## NSBA Tavern pro Forma

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total	Hourly Rate	Weekly Cost
Bar Tenders (Hrs)	3	3	3	3	4	11	11	38	\$ 9.00	\$ 342.00
<b>Payroll Costs</b>									30 Weeks	\$ <b>10,260.00</b>
<b>FICA/Medicare on Payroll</b>										\$ <b>784.89</b>
<b>Training (TIPS 3 year Cert.)</b>										\$ <b>160.00</b>
<b>Supplies</b>										\$ <b>1,500.00</b>
<b>Operational Cost Total</b>										\$ <b>12,704.89</b>
<b>Inventory Cost</b>										\$ <b>10,000.00</b>
<b>Estimated Revenues</b>										\$ <b>50,000.00</b>
<b>Operating Gain (Loss)</b>										\$ <b>27,295.11</b>
<b>Total Estimated Revenues</b>										\$ <b>44,051.97</b>
<b>ROI Break Even</b>										<b>2.5 Years</b>



# City of Auburn, Maine

*"Maine's City of Opportunity"*

Auburn Ice Arena

October 10, 2013

Dear Interested Party,

The City of Auburn is hereby issuing a Request for Expression of Interest (RFEI) by those organizations and individuals who wish to pursue securing the **Concessions and Beverage Services** for the Norway Savings Bank Arena on Turner Street in Auburn, Maine.

The City of Auburn is accepting letters of interest from qualified businesses or Interested Party for the service of **"Norway Savings Bank Arena- Concessions and Beverage Services #2014-014"**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City will also continue to accept letters of interest until a contract is approved for Concessions and Beverage Services. The City may also require an in-person meeting to discuss potential options after the receipt of a letter of intent. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Interested Party qualifications, value, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Interested Party. Interested Parties shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement.

Letters of Interest should be submitted in accordance with the following instructions: Please mark sealed envelopes plainly: **"Norway Savings Bank Arena- Concessions and Beverage Services #2014-014"**. Documents can be obtained on the first floor of Auburn Hall at 60 Court Street.

Questions regarding this process should be directed to Josh MacDonald, General Manager, Norway Savings Bank Arena, at (207) 333-6600 EXT. 1137.

Initial letters of intent are requested to be submitted by 2:00 p.m. **Tuesday, October 22nd, 2013;** **however, the process shall remain open on rolling submission format until a contract is awarded.**

Letters must be delivered to **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210** Letters of intent will be opened and recorded as received. The City will then contact to schedule the mandatory meeting.

Sincerely,

Derek Boulanger  
Facilities Manager/Purchasing Agent

## I. Letter of Interest

**Definitions:** “City” – is The City of Auburn.

“Interested Party” – an individual or business submitting a letter to The City of Auburn.

“Premises/Arena” – Norway Savings Bank Arena

### **Purpose of Letters of Interest:**

The City of Auburn is seeking a vendor for the provision of Concession and Beverage Services Partner to be associated with the opening of the new Norway Savings Bank Arena on Turner Street in Auburn.

The purpose of this Request for Expression of Interest is to associate a corporate/individual name with the provision of Concession and Beverage Services for the new public facility. This opportunity will forge a partnership between the private and public sectors.

This process provides instructions for submitting letters of interest, protocols and procedures by which the City of Auburn intends to govern the relationship between it and the selected Interested Party

This proposal does not include opportunities for any other city facilities.

### **Facility Information:**

The long standing tradition of youth hockey in the Androscoggin Valley is building a new home on Turner Street in Auburn. The City of Auburn and the surrounding area will benefit from the vision of innovative people who have recognized the areas unique needs and opportunities. Their efforts have made our community an outstanding place to live and visit. A multi-purpose double surface ice arena, with its associated ice sports programs and dry floor uses is another in a long, successful line of innovative projects that will enhance the quality of life in Auburn and the surrounding communities.

While we naturally aspire to build outstanding opportunities for hockey and ice sports programming, we also desire to have a broader positive impact on the community. This project encompasses the physical fitness, recreational and economic benefits that the Auburn community will enjoy by adding a double surface ice arena to the area the first of its kind in the State of Maine. Located in the center of the regional retail and hospitality district, the arena is in position to offer its partners a unique and valuable opportunity at a facility.

The tourism industry is becoming a major source of our community’s economic vitality. The facility being constructed will help to enliven the local economy throughout the year. This facility will host hockey tournaments for all levels of play, (youth, junior, and adult hockey), figure skating competitions, clinics, camps and league play. Additionally, the facility has also been designed to accommodate non-ice related events, such as trade shows, expos, graduation ceremonies, and other sporting events. Because of the geographic location of the facility, and the fact that Auburn will have a double surface ice arena, a significant advantage will be gained over other regional ice facilities in attracting tournaments. Events such as these can draw people to our community for anywhere from 1 to 3 days. With ample resources, our community is in an exceptional position to host these activities and the addition of such events will only add to the positive economic impact of the facility.

Norway Savings Bank Arena (approximately 72,000 sq ft) will provide two regulation size hockey rinks (200x85), viewing for approximately 1400 people in the Main arena, and 700 in the secondary arena, and providing additional viewing space from an elevated mezzanine for an additional 400 people. 10 locker rooms, 6 coaches rooms, 2 officials rooms shall provide adequate space for running at full capacity. A full kitchen space which shall be utilized for concessions and catering is available. A large conference area/meeting space/private function room for up to 70 people will also provide additional options for meetings, conferences and smaller events, such as training sessions, and educational meetings and activities. A tradeshow, graduation or special event in the main arena, expands capacity to as much as 4300 people. A full service pro shop will provide equipment repairs and service the needs of skaters, both hockey and figure. A full line of rental skates will be available to accommodate over 300 persons for a public recreational skating event as well as private rentals for birthday parties and family events. Attendance figures for the year are preliminary as the facility is the first of its kind in this area, but similar facilities with programming and ice rentals comparable to that of this arena, project annual visits of over 250,000.

## **II. Benefits of the Concessions and Beverage Provisions**

The primary goal of this process is for the development of a strong partnership between the City and a concessions and beverage provider in efforts to control operational costs, provide exceptional service to the users, and visitors of the Arena. The city desires to develop a model relationship that substantially advances the concessions related opportunities at the Arena, which capitalizes the immediate and long term priorities of the Arena and its partner. The successful Respondent and approved by the City shall hold the exclusive rights to the provision of food and beverages, in accordance with any contractual agreements as made by the Arena, and directed to the partner. The successful Respondent will have the right to create and develop a proposed logo for the concessions and beverage provisions.

The City also requests that in the Letter of Interest any unique concerns or needs of the requesting party be summarized in advance of any meeting.

## **II. CONDITIONS AND INSTRUCTIONS FOR INTERESTED PARTY**

**II.A** The City reserves the right to accept or reject any or all letters in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest.

**II.B** In awarding the Concession and Beverage Services Contract, the City may consider, but not be limited to, any of the following factors: Interested Party Qualifications, value, experience, financial standing with the City, warranties, references, bonding, delivery date, and services provided of the Interested Party.

**II.C** Letters must include firm name, filled out in ink, and signed by firm official. All letters must state the nature of the entity that is submitting the proposal (i.e. partnership, corporation, sole proprietorship), and include the names of all interested parties. Letters of Interest do not obligate the business to the City of Auburn until a mutually agreed and executed contract is finalized.

**III.J** Please state **“Norway Savings Bank Arena, Concessions and Beverage Services #2014-014”**  
On the outside of the submitted, sealed envelope.

**III.K** Interested Party Letters will clearly outline any options or specific terms beyond those mentioned in these instructions.

**III.M** The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.

**III.N** No contract may be assigned without the written consent of the City Manager or his designate. The contract shall not be considered valid until a notice of award has been issued to the successful Interested Party.

#### **IV. GENERAL CONDITIONS**

##### **IV.A Equal Employment Opportunity**

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

##### **IV.B Save Harmless**

The Interested Party agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

##### **IV.C Subcontracting**

The Interested Party shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

##### **IV.D Warranty**

The Interested Party warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Interested Party agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Interested Party. The equipment installed, including hardware and software components must be free from all defects, damage, and function as warranted. Warranties to cover all components with 1 yr labor warranty on installation.

##### **IV.E Cost of RFEI**

The City will not be responsible for any costs associated with the preparation, transmittal or presentation of any materials submitted in response to this RFEI.

**V. LETTER EVALUATION CRITERIA**

The City of Auburn will evaluate all negotiations with Interested Party based upon the best interest of the City in the operation of Norway Savings Bank Arena, including the overall package of service, level of financial support, term and conditions.

**V.B Term:** Respondent shall outline the proposed term of the agreement. The City of Auburn is suggesting a minimum term of five (5) years. Renewal options and proposed extensions may be included in the proposal.

**V.C. Exclusivity:** Respondent shall be provided an exclusive opportunity to serve food and beverages from the kitchen and mezzanine in the arena. Snack and Beverage vending machines shall be provided within each ice surface and provide an alternative opportunity for the purchase and consumption of food and beverage. The Arena will work with the selected vendor to provide a high quality level of service and national brand exposure of products. The Facility is contacted with PepsiCo. Beverages Company for the provision of fountain and bottled soda and water products. The Facility is also contracted with Tim Horton's Coffee and Bake Shop for the provision of hot and cold coffee, tea and hot chocolate beverages. These agreements are part of sponsorships with the facility and will become part of the contracts with any provider of food or beverage in the facility.

**V.D Proposed Name of Concessions Area:** Respondent shall propose alternative names for the facility concessions and lounge areas. These options will be discussed more fully during the negotiation process, with the City having final approval authority of the name of the facility. The City desires to have part of any proposed name to have a connection to the sport of hockey, winter season or the community. The successful Respondent will be required to grant the rights to include any trademarks which are included in the concessions name and logo.

**V.E Marketing Initiatives:** Respondent shall outline the manner in which it will enhance the Arena profile with marketing support in the form of media, promotions and community based projects.

**V.F Financial Stability:** Respondent shall submit with its proposal sufficient evidence of its financial stability.

**Communication with the City:**

It is the responsibility of the Interested Party to inquire about any requirement of this process that is not understood. :

Questions should be directed to:

Mr. Josh MacDonald  
General Manager, Norway Savings Bank Arena  
60 Court Street, Auburn, ME 04210  
Email: [jmacdonald@auburnmaine.gov](mailto:jmacdonald@auburnmaine.gov)

## **VII. CONTRACT PROVISIONS**

If a contract is awarded, the selected Interested Party will be required to adhere to a set of general contract provisions, which will become part of any formal agreement as outlined below:

### **VII.A Term**

This contract shall be for a term of no less than five (5) years commencing on November 1, 2013 and ends on June 30<sup>th</sup>, 2018, unless otherwise negotiated.

### **VII.B Personnel**

1. The contractor will provide the required services and will not subcontract or assign the services without the City's written approval.
2. The Contractor will not hire any City employee for any of the required services without the City's written approval.
3. The parties agree that the Contractor is neither an employee nor an agent of the City for any purpose.

### **VII.C Indemnification/Release**

1. Except for claims arising out of the wrongful acts or negligence of the City, Contractors shall protect, indemnify, save and keep harmless the City, its agents, employees, and invitees against and from all claims, losses, costs, damages or expenses, including reasonable attorneys fees, arising out of or from any accident or other occurrence in, on or at the Premises described herein, the occupancy of use of the Premises, or any act or omission of Contractor, its employees, agents, invitees, subtenants, licensees, assignees or contractors. The Contractor shall protect and save and keep the City harmless and indemnify it against and from any penalty or damage or expense, including reasonable attorneys fees, or charges imposed for any violations of any law or ordinance whether occasioned by the neglect of the Contractor or those holding under the Contractor, and also will protect, indemnify, save and keep harmless the City or the City's employees, tenants, or invitees against and from any and all claims and against and from any and all loss, cause, damage, liens or expense, including reasonable attorneys fees, arising out of any failure of the Contractor in any respect to comply with and perform all the requirements and provisions of this agreement;
2. The Contractor shall also indemnify and hold the City harmless against all claims, demands, liabilities, lawsuits, damages, costs and expenses, including legal fees, incurred by the City as a result of any mechanics liens, or security agreement filed against the Contractor, or any equipment therein, or any materials used in construction, alteration or improvement of the Premises;
3. The Contractor agrees to make no claim against the City and to assume responsibility of defending, at Contractor's own expense, including reasonable attorney's fees, any claim which will be made against the City by any agent, employee, licensee or invitee of the Contractor or by others claiming the right to be on or about the Premises through or under the Contractor for any injury, loss or damage to person or property occurring upon the Premises, from any cause other than the negligence of the City.

## **VII.D Insurance Requirements**

The Contractor covenants and agrees, at its sole cost and expense, to obtain, keep and maintain in full force and effect for the mutual benefit of the City and the Contractor the following policies of insurance:

1. Statutory Workers Compensation;
2. A commercial general liability policy including a combined single limit of not less than \$1,000,000 per occurrence, with respect to bodily injury, death or property damage, and an aggregate limit of not less than \$2,000,000. Provided, however, that the City shall have the right during the contract term to require Contractor to obtain increased liability coverage to reflect the cost of living increases during the term of this agreement, or to comport with generally accepted industry standards in the trade at such time;
3. During any construction or alterations performed by the Contractor or by the City, the City or Contractor, as the case may be, shall keep in force for the protection of the City and the Lessee, workers compensation insurance coverage with an insurance carrier licensed to do business in the State of Maine, covering-all persons employed by Contractor or by the City, or its contractors, in connection with the construction or alterations, and satisfying the requirements of the statutes of the State of Maine;
4. The Contractor shall insure his personal property on the Premises against physical loss or damage by at least the perils of fire and lightning, extended coverage, vandalism, malicious mischief and where pertinent, sprinkler leakage. The City shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made on the Premises by the Contractor;
5. All insurance required under this paragraph shall be effected under valid enforceable policies issued by insurers as recognized responsible and authorized to do business in the State and otherwise reasonably acceptable to the City. All property (i.e. casualty) insurance policies shall name the City as additional insured. All liability insurance policies shall list the City as a certificate holder and additional insured. Upon the execution of this agreement, the original policies procured by Contractor pursuant to this paragraph, or conforming copies thereof, shall be delivered to the City at least thirty (30) days prior to the expiration date of any policy of insurance required to be procured by Contractor under this paragraph, the original renewal policy (or conforming copies thereof) for such insurance shall be delivered by the Contractor to the City and any additional insured, loss payee, or mortgagee, as the case may be, and certificates thereof shall be delivered as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in this paragraph shall, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss shall be payable to the City, notwithstanding any act or negligence of the City which might otherwise result in forfeiture of said insurance, (b) such policies shall not be canceled except upon ninety (90) days prior written notice to each name insured, additional insured mortgagee and loss payee, as the case may be, and (c) the coverage afforded thereby shall not be affected by the performance of any work in or about the Premises;
6. If the Contractor fails to procure the aforesaid insurance policies and pay the premiums for the same and deliver all such original policies or conforming copies thereof to the City within the time provided for in this lease, the City shall nevertheless have the right, without being obligated to do so, to procure such insurance and pay the premiums therefore, and all such premiums paid

by the City shall be paid to the City on demand as additional revenue. Contractor's failure to repay the same as aforesaid shall constitute a default under this agreement;

#### **VII.E Waiver of Subrogation**

The City and Contractor agree that all fire and extended coverage insurance policies and comprehensive general liability policies carried by them, respectively, covering the Premises or any property located thereon, shall contain a clause permitting the insured to waive the insurance carrier's right of subrogation against any third person arising out of the occurrence of any casualty insured against. The City and Contractor agree that each of them waives to the other such right of subrogation. Provided, however, this waiver of subrogation provision shall become inoperative and null and void if the insured party contracts for insurance required to be carried under the terms of this agreement with an insurance company which (i) takes the position that the existence of this waiver of subrogation provision vitiates or would adversely affect any policy insuring the insured party in a substantial manner or (ii) requires the payment of a higher premium by reason of the existence of this waiver of subrogation provision, unless in the latter case, the other party within ten (10) days notice thereof from the insured party pays such increase in premium.

#### **VII.F Taxes**

The Contractor hereby certifies that he is in good standing with respect to, or in full compliance with, plan to pay any and all taxes due any local, state and federal agencies as of the date of the execution of this agreement.

#### **VII.H Default**

The City may cancel and terminate this agreement, upon giving five (5) days written notice to the Contractor, if the Contractor shall violate any terms or conditions of this agreement or at anytime fails, neglects, or refuses to fulfill or to perform any of the stipulations of this agreement. In such case it shall be lawful for the City, its agents or assigns, to commence forcible entry and detainer action against the Contractor pursuant to state law. The Contractor shall pay and indemnify the City against all costs, charges and expenses, including reasonable attorneys fees, incurred by the City in connection with the enforcement of its rights under this agreement, including the collection of commissions or other amounts due under this agreement, or in obtaining possession of the Premises after the default of the Contractor or after the Contractor's default in surrendering possession upon the expiration or earlier termination of the term of this agreement or extended term, or enforcing any covenants of the Contractor herein contained.

#### **VII.I Waiver of Jury Right**

Contractor shall, and does hereby, waive trial by jury in any action, proceeding or claim brought by the City against Contractor or by Contractor against the City on any matters arising out of or in any way connected with this agreement, the relationship of the City and Contractor, the Contractor's use or occupancy of the Premises or the Contractor's rights thereto.

#### **VII.J Waiver**

No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenants, conditions or agreement itself or of any subsequent breach thereof.

#### **VII.K Entire Agreement**

This document represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

#### **VII.L Governing Law**

This agreement shall be construed and governed by the laws of the State of Maine

#### **VII.M Severability**

If any of the terms, provisions or conditions of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement and the application of such terms, provisions, or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each of the other terms, provisions and conditions of this agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **VII.N Termination**

Either party has the right to terminate said agreement by placing a written Ninety (90) days notice of such termination in the United States Mail, postage prepaid and addressed to, in the case of the City of Auburn, **Clint Deschene, City Manager, 60 Court St Auburn, ME 04210.**

### **VIII. Schedule**

The following outlines the proposed timing of responses; however the City reserves the right to modify the timelines as necessary in efforts to secure the best partnership for the City/Arena. Any changes will be issued in addendums to this RFEI.

- October 11<sup>h</sup>, 2013:** Release of Notice:
- October 22<sup>h</sup>, 2013:** End of First round of Letters of Interest
- October 24<sup>th</sup>, 2013:** Interviews with the first round of respondents.
- November 2013:** Finalize contract terms, presentations and approval of selected naming partner.



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** October 16, 2017

**Subject:** Executive Session

**Information:** Discussion regarding economic development, pursuant to 1 M.R.S.A. Section 405(6) (C).

**Executive Session:** On occasion, the City Council discusses matters which are required or allowed by State law to be considered in executive session. Executive sessions are not open to the public. The matters that are discussed in executive session are required to be kept confidential until they become a matter of public discussion. In order to go into executive session, a Councilor must make a motion in public. The motion must be recorded, and 3/5 of the members of the Council must vote to go into executive session. An executive session is not required to be scheduled in advance as an agenda item, although when it is known at the time that the agenda is finalized, it will be listed on the agenda. The only topics which may be discussed in executive session are those that fall within one of the categories set forth in Title 1 M.R.S.A. Section 405(6). Those applicable to municipal government are:

A. Discussion or consideration of the employment, appointment, assignment, duties, promotion, demotion, compensation, evaluation, disciplining, resignation or dismissal of an individual or group of public officials, appointees or employees of the body or agency or the investigation or hearing of charges or complaints against a person or persons subject to the following conditions:

- (1) An executive session may be held only if public discussion could be reasonably expected to cause damage to the individual's reputation or the individual's right to privacy would be violated;
  - (2) Any person charged or investigated must be permitted to be present at an executive session if that person so desires;
  - (3) Any person charged or investigated may request in writing that the investigation or hearing of charges or complaints against that person be conducted in open session. A request, if made to the agency, must be honored; and
  - (4) Any person bringing charges, complaints or allegations of misconduct against the individual under discussion must be permitted to be present.
- This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

D. Discussion of labor contracts and proposals and meetings between a public agency and its negotiators. The parties must be named before the body or agency may go into executive session. Negotiations between the representatives of a public employer and public employees may be open to the public if both parties agree to conduct negotiations in open sessions;

E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

F. Discussions of information contained in records made, maintained or received by a body or agency when access by the general public to those records is prohibited by statute;

G. Discussion or approval of the content of examinations administered by a body or agency for licensing, permitting or employment purposes; consultation between a body or agency and any entity that provides examination services to that body or agency regarding the content of an examination; and review of examinations with the person examined; and

H. Consultations between municipal officers and a code enforcement officer representing the municipality pursuant to Title 30-A, section 4452, subsection 1, paragraph C in the prosecution of an enforcement matter pending in District Court when the consultation relates to that pending enforcement matter.



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** October 16, 2017

**Subject:** Executive Session

**Information:** Discussion regarding contemplated litigation, pursuant to 1 M.R.S.A. Section 405(6) (E).

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- This paragraph does not apply to discussion of a budget or budget proposal;

B. Discussion or consideration by a school board of suspension or expulsion of a public school student or a student at a private school, the cost of whose education is paid from public funds, as long as:

- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

C. Discussion or consideration of the condition, acquisition or the use of real or personal property permanently attached to real property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency;

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E. Consultations between a body or agency and its attorney concerning the legal rights and duties of the body or agency, pending or contemplated litigation, settlement offers and matters where the duties of the public body's or agency's counsel to the attorney's client pursuant to the code of professional responsibility clearly conflict with this subchapter or where premature general public knowledge would clearly place the State, municipality or other public agency or person at a substantial disadvantage;

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## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** October 16, 2017

**Subject:** Executive Session

**Information:** Discussion regarding economic development (land acquisition – Pan Am), pursuant to 1 M.R.S.A. Section 405(6) (C).

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- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** October 16, 2017

**Subject:** Executive Session

**Information:** Discussion regarding economic development (land acquisition – Second Street), pursuant to 1 M.R.S.A. Section 405(6) (C).

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- (1) The student and legal counsel and, if the student is a minor, the student's parents or legal guardians are permitted to be present at an executive session if the student, parents or guardians so desire;

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**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

Order: 91-10162017

**Author:** Geoffrey Low, Fire Chief

**Subject:** Grant Award

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**Information:**

FireHouse Subs Public Safety Foundation has awarded the Auburn Fire Department a grant in the amount of up to \$16,150.00 for the purchase of a laser-driven fire extinguisher training system. This system utilizes LEDs to simulate various types of fire and emits artificial smoke. Its conical laser beam simulates an extinguishing agent being applied to a fire and it recognizes which type of extinguisher the trainee is using and senses where the user aims and sweeps the laser-training extinguisher. Because there is no live fire or extinguishing agent discharge, training can be conducted in indoor environments such as businesses, schools, healthcare facilities and similar places.

Using a tool such as this allows us to provide training to a larger audience with a significant reduction in cost, clean up, and waste.

This system will be utilized to teach the public how to properly use a fire extinguisher.

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**City Budgetary Impacts:**

There is no known budgetary impact on the city for the initial purchase of the training system. Replacement theatrical smoke is estimated to be \$20.00 a gallon. While the actual amount needed will depend on system usage, we expect to expend less than five gallons a year. Estimated annual expenditure for theatrical smoke is \$100.00.

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**Staff Recommended Action:**

Authorize the acceptance of funds up to \$16,150.00 awarded by Firehouse Subs.

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**Previous Meetings and History:**

None

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**City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

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**Attachments:**

1. Notice from Firehouse Subs awarding the grant.
2. Laser driven extinguisher training system informational sheet

**From:** Firehouse Subs Public Safety Foundation [<mailto:foundation@firehousesubs.com>]  
**Sent:** Monday, October 02, 2017 12:40 PM  
**To:** David O'Connell  
**Cc:** Robert Baldacci; Coleman Sheffield, Jr.; foundationteam; Ty Lowry; Sheri Kohler  
**Subject:** APPROVED: Firehouse Subs Public Safety Foundation Grant

Dear David,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **Auburn Fire Department** the requested **BullsEye Trainer's Package - digital fire extinguisher training system** valued at up to **\$16,150.00**.

**Please read carefully and print this email for ongoing instructions of the procurement/purchasing process.**

**Failure to follow these instructions can jeopardize your grant award.**

**The fulfillment of your grant award will be executed by one of the processes below, to be determined by our Foundation:**

**1) Our Foundation Team will purchase directly based on your submitted quote**

- The vendor will ship the equipment directly to your organization
- **PROOF OF DELIVERY REQUIRED:** upon delivery, you will be required to send a signed and dated copy of the packing slip to our Foundation via e-mail ([procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com)) or fax ([904 886-2111](tel:9048862111)) (Please note: our accounting department requires this documentation prior to paying invoices)

**OR...**

**2) Our Foundation Team will draft a Memo of Understanding (MOU) for both parties to sign. Once signed and returned, the Foundation will send your organization a check directly**

- **PROOF OF DELIVERY/PAYMENT REQUIRED:** Once you purchase the items, you will be required to send us all invoice copies, proof of payment and packing slips, signed and dated to document delivery for auditing purposes  
Email ([procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com)) or fax ([904 886-2111](tel:9048862111))

**NOTE:** Our Foundation will determine which fulfillment option will be used. Our Foundation will be contacting you within six weeks to begin the procurement/fulfillment process. If you do not hear from our team by November 10, 2017, please email [procurementfoundation@firehousesubs.com](mailto:procurementfoundation@firehousesubs.com).

**ADDITIONAL NOTES:**

- Any immediate media announcements from your organization regarding the grant award must be released within one month of notification and approved by our Foundation. Please draft a media announcement and send it to [FirehouseSubs@Zimmerman.com](mailto:FirehouseSubs@Zimmerman.com) cc [Foundation@firehousesubs.com](mailto:Foundation@firehousesubs.com) for approval
- Our Foundation may schedule a dedication/press event or other acknowledgment of the grant award. A Firehouse Subs or Foundation representative will be in touch should we begin planning a future event in your area. Please note that the event may acknowledge multiple grant recipients and may take place at a Firehouse Subs or venue outside your jurisdiction.
- We request that your organization acknowledges the grant by displaying our foundation logo on granted items/equipment whenever possible. Our foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation before being displayed

We are very excited about being able to assist your organization and ultimately improve the life-saving capabilities of your community. We'll be in touch as we go through this process.

Warmest Regards,

**Robin, Gina, Jackie, Meghan, Nancy  
& Patrick**  
Firehouse Subs Public Safety Foundation

# [BULLSEYE



## LASER-DRIVEN EXTINGUISHER TRAINING SYSTEM

**BullsEye** uses advanced laser technology to simulate the discharge of dry-chemical or CO<sub>2</sub> extinguishers for a completely clean, safe and cost effective training experience. **BullsEye** senses where the user aims and sweeps a laser training extinguisher and automatically varies the LED driven digital flames in response. For training variation, the BullsEye system can also be used with the standard air/water SmartExtinguisher.® This allows your trainees to learn how to effectively use a fire extinguisher in their actual work environment. Training can now take place completely indoors — allowing you to train anywhere, anytime.

### [ BULLSEYE FEATURES

#### CLEAN

The BullsEye extinguisher uses a conical laser to replicate discharge rather than depending on a dry-chemical or CO<sub>2</sub> extinguisher.

#### COST EFFECTIVE

In many cases, organizations can save more than the cost of a training system in the first year alone. Laser-driven training extinguishers plus reduced set-up and clean-up times mean you can train more people in less time.

OVER >>

**SAFE**

Relies on LED driven digital flames and a laser extinguisher for a completely safe training experience.

**REALISTIC**

BullsEye extinguishers have sound effects, a timed discharge and are weighted accordingly (5, 10 or 20 lb.) to closely simulate dry-chemical or CO<sub>2</sub> extinguishers.

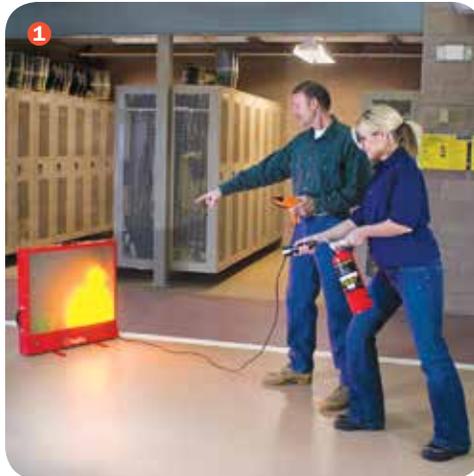
**[ BULLSEYE ADVANTAGES**

- Safely train to OSHA requirements.
- Allows training to take place entirely indoors, in the actual work environment.
- Grades users making it easy to monitor improvement and proficiency.

**> FIND OUT WHY**

THOUSANDS OF CORPORATIONS, UNIVERSITIES, HOSPITALS, FIRE DEPARTMENTS AND GOVERNMENT AGENCIES ARE USING BULLEX SIMULATORS. FOR A DEMONSTRATION VIDEO AND MORE INFORMATION:

- 📞 **CALL 1-888-4BULLEX / 518-689-2023**
- 🌐 **ONLINE at WWW.BULLEX.COM**



1 Industrial training with BullsEye 2 Classroom training 3 Healthcare training featuring BullsEye laser extinguisher 4 Extinguisher training with air/water SmartExtinguisher



James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 91-10162017

ORDERED, that the City Council hereby authorizes the Fire Chief to accept a grant awarded by the Firehouse Subs Public Safety Foundation in the amount of \$16,150 for the purchase of a digital fire extinguisher training system.

## IN COUNCIL REGULAR MEETING OCTOBER 2, 2017 VOL. 35 PAGE 76

Mayor LaBonté called the meeting to order at 7:08 P.M. in the Council Chambers of Auburn Hall and led the assembly in the salute to the flag. All Councilors were present.

### I. **Consent Items** – None

### II. **Minutes** - September 18, 2017 Regular Council Meeting

Motion was made by Councilor Burns and seconded by Councilor Walker to accept the minutes of the September 18, 2017 Council meeting. Passage 7-0.

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

- **Proclamation** – Walk or Bike to School Day – October 4, 2017
- **Presentation** - Auburn Book Project author and winner of the 2017 Auburn Book Award, Ben Condit, was recognized for his achievement. Mayor LaBonté presented him with a key to the City. Ben and the finalists will share their books and receive awards at the Auburn Book Awards Celebration from 11 am to noon on Saturday, October 21, 2017, at the Auburn Public Library.
- **Communication** – Request from the Joint Charter Commission to conduct a second public hearing to consider amendments to the Lewiston Auburn Consolidation Agreement

### IV. **Open Session**

Larry Pelletier, 129 Second Street noted that he would like to see a student representative on the City Council and asked that we look into that.

Charles Morrison, 46 Lake Street, and Joint Charter Commission member commented on the request for a second public hearing due to some minor amendments that were made to the consolidation agreement.

Don St. Germaine, Don's No Preference Towing, DBA Morris Auto Parts spoke regarding the renewal of his Autograveyard/Junkyard permit.

### V. **Unfinished Business** - none

### VI. **New Business** – none

Motion was made by Councilor Burns and seconded by Councilor Lee to suspend the rules to add an item to the agenda. Passage 4-3 (Councilors Walker, Titus, and Stone opposed).

Motion was made by Councilor Burns and seconded by Councilor Pross to schedule a second public hearing on the proposed Lewiston Auburn consolidation agreement to be held on 10/16/2017. Motion failed 3-4 (Councilors Stone, Titus, Walker, and Lee opposed).

**VII. Reports**

**Mayor LaBonté** reported on a meeting he attended with the United Farmer Veteran's group, the Auburn Public Library's new logo, the Safe Voices vigil, the Mereda's Fall event, and the meeting with MDOT and staff and the St. Lawrence and Atlantic Railroad as well as the Lewiston Auburn Railroad where they talked about a reset in the relationship they have at the intermodal area along the Lewiston Auburn rail line and the St. Lawrence and Atlantic rail line through Auburn.

**Councilor Young** – no report.

**Councilor Pross** reported on the recent school committee meeting, where they discussed the proficiency-based diploma changes that are happening.

**Councilor Stone** thanked Mamie Ney and Library staff for hosting the Sun Journal sponsored forum on the proposed consolidation.

**Councilor Titus** reported that he attended the Western Avenue Neighborhood Watch Group meeting, and the Sunderland Drive watch group is meeting tomorrow night at Sam's on Court Street. He noted that speeding seems to be a hot topic and asked if the Complete Streets Committee could look into addressing the issue. He also reported on the Water and Sewer District meetings adding that the Auburn Water and Sewer District hours will be changing to 7:30 AM - 4:00 PM in October.

**Councilor Lee** responded to Mr. Pelletier's comment during Open Session noting that our Charter provides that the Council may appoint non-voting student members.

**Councilor Walker** reported that the United New Auburn Association held their meeting last week, and it was brought to his attention that Councilors are not speaking into their microphones and he encouraged them to do remember to do so so that the people at home can hear what is being said. He also reported on Neighborhood Watch meeting adding that the group would like to invite Eric Samson, the Androscoggin County Sheriff to attend their next meeting. He also reminded everyone that there was one more consolidation debate scheduled for tomorrow night in Lewiston at 5 PM.

**Councilor Burns** – commented on the Edward Little Red Eddies football team who is currently sitting 5-0, one of two undefeated teams in the Class A conference in the State of Maine. He encouraged everyone to get out and support the Red Eddies at their game on Friday at Walton Field.

**City Manager** responded on the comments made by the person that spoke at the last council meeting regarding landlord/tenant situations. He also reported that Eric Cousens spoke at the State House a few days ago regarding recreational marijuana. Assistant City Manager, Denise Clavette and Executive Assistant to the Manager, Jody Durisko have both been working on this. He reported on the street light acquisition noting that they have been working on this and are looking into utilizing an RFQ. He also reported that

they are working on the continuing dialogue regarding the Auburn, Maine sustainability program and we will be coming back to the Council with that.

**VIII. Open Session** – No one from the public spoke.

**IX. Executive Session**

Executive session - economic development matter (income utilization), pursuant to 1 M.R.S.A. 405 (6)(C).

Motion was made by Councilor Pross and seconded by Councilor Walker to enter into executive session pursuant to 1 M.R.S.A. 405 (6)(C). Passage 6-0-1 (Councilor Lee abstained), time 8:05 PM.

Council was declared out of executive session at 8:16 PM.

Executive session – economic development matter (OSPREY - CEA), pursuant to 1 M.R.S.A. 405 (6)(C).

Motion was made by Councilor Burns and seconded by Councilor Stone to enter into executive session pursuant to 1 M.R.S.A. 405 (6)(C). Passage 7-0, time 8:16 PM.

Council was declared out of executive session at 8:32 PM.

Executive session – economic development matter (land acquisition – Pan Am), pursuant to 1 M.R.S.A. 405 (6)(C). This was taken up during the workshop.

**X. Adjournment**

Motion was made by Councilor Titus and seconded by Councilor Pross to adjourn. Passage 5-0-2 (Walker and Stone out of room). Time 8:33 PM.

A True Copy.

ATTEST   
Susan Clements-Dallaire, City Clerk

OFFICE OF THE MAYOR  
CITY OF AUBURN



PROCLAMATION

EXTRA MILE DAY

**WHEREAS**, Auburn, Maine is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

**WHEREAS**, Auburn, Maine is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

**WHEREAS**, Auburn, Maine is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

**WHEREAS**, Auburn, Maine acknowledges the mission of Extra Mile America to create 575 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2017.

**NOW THEREFORE**, I, Mayor of Auburn, Maine do hereby proclaim November 1, 2017, to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto  
Set my hand and caused the Seal of the  
City of Auburn, Maine  
to be fixed this 16th day of October, 2017

A handwritten signature in blue ink, appearing to read "Jonathan P. LaBonté".

Mayor Jonathan P. LaBonté

City of Auburn staff met recently with members of Western Maine Community Action, Community Concepts, Auburn Adult Education, and the Lewiston-Auburn Career Center to discuss the loss of funding through the Workforce Innovation & Opportunity Act (WIOA).

Currently, Auburn's "Work with Me" program is funded through CDBG. This program is run within the police department and enrolls youth (16 - 19 years of age) who are at-risk and live below the poverty level. CDBG funding covers small expenses: interview clothing, small stipends, transportation, etc. WIOA funds are used to pay students for job experience, college supplies, and special certification programs.

Auburn's workforce is like a three-legged stool. The City of Auburn is the first leg, allocating resources (workforce housing development, economic development, and CDBG Funds); the second leg is the WMCA (funds the Career Center to enhance the success of our adult and youth workforce). The third leg is our business community, which is investing in a trained workforce.

Many business partners already work with R2W (Ready to Work) projects, including: Maine General Health, Maine Veterans' Home, St. Mary's D'Youville Pavilion, Bonney Staffing, Gendron Construction, Schooner Estates, Clover Health, Downeast Machine & Engineering, Elmet Tech, International Paper, General Electric, Panolam Industries, Auburn Manufacturing and many more.

On October 31, 2017, Auburn's organic community approach, which is producing great results, will likely end unless the State draws down the full annual allotment. **The City Manager's Office respectfully encourages the elected members to communicate our need for these funds.**

#### **Excerpt from Bangor Daily News by Mike Bourret**

*In July, the LePage administration asked [the] U.S. Labor Secretary to allow Maine [to replace the three regional workforce boards with just one state-run entity](#) to oversee job training for laid-off workers and others. The governor, citing data from the Maine Department of Labor, said that 72 percent of the funds spent by the workforce boards are for "administrative" costs, while only 28 percent are used for direct participant costs, such as training.*

*Although it is absolutely true...characterizing the 72 percent expended as overhead is both inaccurate and untrue. A good portion of the 72 percent is...spent on crucial case management services. The majority of customers... require intensive case management to be successful. They have multiple barriers to employment, requiring assistance with resume development, career exploration, testing and assessment, and job coaching, in addition to one-on-one counseling...the law funding the boards requires the provision of these services. It is not an option to stop providing case management services under this program.*

*The [WIOA] has many requirements that come with it, including..."performance outcomes." A workforce region must meet these performance outcomes...or sanctions are imposed on the workforce board.*

#### **Likely Impact of Continuing to Defund the Maine Local Workforce System**

Approximately \$8 million of WIOA

Last year, 111,345 visited the local CareerCenter and affiliate offices; many used self-help options; 49,307 needed and received additional workforce services

2,200 adult, youth and dislocated workers are enrolled in workforce training

Almost 1,000 Maine employers will be adversely affected by not being able to tap trained workers nor receive system-provided business services; sector partnerships that have been scaled back will go away entirely

Tech Hire grant has about 75 people enrolled in different phases of their training, including "IT Bootcamp" activities through the University of New England

About 75 workforce staff in 4 different nonprofit agencies, 3 workforce boards and 1 state agency will be laid off

The ability of Title 2, Title 3 and Title 4 agencies (Adult Ed, Employment Services and Voc Rehabilitation, respectively) to meet their federal and state objectives will be thwarted

The ability to bring additional federal workforce funds into Maine diminishes severely without local workforce board or service provider staff in place; it is a lot harder to rebuild this system after it is destroyed than it is to take action now



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

Order: 92-10162017

**Author:** Kelsey Earle, License Specialist

**Subject:** Liquor License request for AMDAG LLC, DBA Kristi's Cafe

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**Information:** AMDAG LLC, DBA Kristi's Cafe, a new business, located at 767 Minot Avenue, applied for a Liquor License. Police, Fire, and Code have completed the necessary inspections and have granted approval.

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**City Budgetary Impacts:** None

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**Staff Recommended Action:** Public hearing and recommend passage.

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

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

---

**Attachments:**

- Application
- Public Notice
- Order

**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**  
**8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008**  
**10 WATER STREET, HALLOWELL, ME 04347**  
**TEL: (207) 624-7220 FAX: (207) 287-3434**  
**EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application:  Yes  No

PRESENT LICENSE EXPIRES \_\_\_\_\_

INDICATE TYPE OF PRIVILEGE:  MALT  VINOUS  SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI)     | <input type="checkbox"/> CLASS A LOUNGE (Class X)        |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV)                 | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V)       |
| <input type="checkbox"/> CLUB w/o Catering (Class V)               | <input type="checkbox"/> CLUB with CATERING (Class I)     | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV)                         | <input type="checkbox"/> QUALIFIED CATERING               | <input type="checkbox"/> OTHER: _____                    |

REFER TO PAGE 3 FOR FEE SCHEDULE

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

Corporation Name: <u>AMDAG, LLC</u>	Business Name (D/B/A) <u>Kristi's Cafe</u>
APPLICANT(S) –(Sole Proprietor) <u>Kristi Norcross</u>	DOB: <u>8/5/68</u>
DOB: <u>8/5/68</u>	Physical Location: <u>767 Minot Ave</u>
Address: <u>230 Valves Dr.</u>	City/Town <u>Auburn</u>
City/Town <u>Auburn</u>	State <u>ME</u>
State <u>ME</u>	Zip Code <u>04210</u>
Zip Code <u>04210</u>	Mailing Address <u>Same</u>
Telephone Number <u>207-577-6408</u>	City/Town <u>Auburn</u>
Fax Number	State <u>ME</u>
Business Telephone Number	Zip Code <u>04210</u>
Fax Number	
Federal I.D. # <u>82-2149452</u>	Seller Certificate #: or Sales Tax #:
Email Address: Please Print <u>Kristiscafela@gmail.com</u>	Website:

If business is NEW or under new ownership, indicate starting date: 9-12-17

Requested inspection date: 9-8-17 Business hours: 6-2 pm

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: \_\_\_\_\_
- State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ \_\_\_\_\_ LIQUOR \$ \_\_\_\_\_
- Is applicant a corporation, limited liability company or limited partnership? YES  NO

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

- Do you permit dancing or entertainment on the licensed premises? YES  NO
- If manager is to be employed, give name: \_\_\_\_\_
- Business records are located at: 767 Minot Ave Auburn
- Is/are applicants(s) citizens of the United States? YES  NO
- Is/are applicant(s) residents of the State of Maine? YES  NO

9. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Krist Huard-Norcross	8/5/68	Waterville
Residence address on all of the above for previous 5 years (Limit answer to city & state)		
230 Valview Dr. Auburn, Me 04210		

10. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES  NO

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_ (use additional sheet(s) if necessary)

11. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes  No  If Yes, give name: \_\_\_\_\_

12. Has/have applicant(s) formerly held a Maine liquor license? YES  NO

13. Does/do applicant(s) own the premises? Yes  No  If No give name and address of owner: \_\_\_\_\_

David Fassina Valview Dr. Auburn, Me 04210

14. Describe in detail the premises to be licensed: (On Premise Diagram Required) Breakfast and Lunch

Cafe. remodeling, I'm a new business owner (2)

15. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES  NO  Applied for: \_\_\_\_\_

16. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 3 MILES

Which of the above is nearest? School

17. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES  NO

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Enforcement is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Auburn, Me 04210 on 8/20, 20 17  
Town/City, State Date

**Please sign in blue ink**

Kristi Norcross  
 Signature of Applicant or Corporate Officer(s)  
Kristi Norcross  
 Print Name

\_\_\_\_\_  
 Signature of Applicant or Corporate Officer(s)  
 \_\_\_\_\_  
 Print Name

**FEE SCHEDULE**

<b>FILING FEE: (must be included on all applications)</b> .....	\$ <u>10.00</u>
<b>Class I</b> Spirituous, Vinous and Malt .....	\$ 900.00
<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b> Spirituous, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b> Spirituous Only .....	\$ 550.00
<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b> Vinous Only .....	\$ 220.00
<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b> Malt Liquor Only .....	\$ 220.00
<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b> Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b> Spirituous, Vinous and Malt – Class A Lounge .....	\$2,200.00
<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b> Spirituous, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	

450.00

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. **All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.**

**All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval and signatures for liquor licenses prior to submitting them to the bureau.**

All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:  
Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, ME 04333-0008.  
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

**STATE OF MAINE**

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_  
City/Town (County)

On: \_\_\_\_\_  
Date

The undersigned being:  Municipal Officers  County Commissioners of the  
 City  Town  Plantation  Unincorporated Place of: \_\_\_\_\_, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

\_\_\_\_\_  
\_\_\_\_\_

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE – SPECIAL ATTENTION**

**§653. Hearings; bureau review; appeal**

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an

amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][ 2003, c. 213, §1 (AMD) .]

**2. Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW) .]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW) .]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD) .]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD) .]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD) .]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD) .]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW) .]

[ 2009, c. 81, §§1-3 (AMD) .]

**3. Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP) .]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]

[1995, c. 140, §6 (AMD) .]

**4. No license to person who moved to obtain a license.** [ 1987, c. 342, §32 (RP) .]

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[ 1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

### **Please be sure to include the following with your application:**

**Completed the application and sign the form.**

**Signed check with correct license fee and filing fee.**

**Your local City or Towns signature(s) are on the forms.**

**Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).**

**Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.**

**Complete the Corporate Information sheet for all ownerships except sole proprietorships.**

**If you have any questions regarding your application, please contact us at (207) 624-7220.**

*Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing & Enforcement  
8 State House Station, Augusta, ME 04333-0008  
10 Water Street, Hallowell, ME 04347  
Tel: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)*

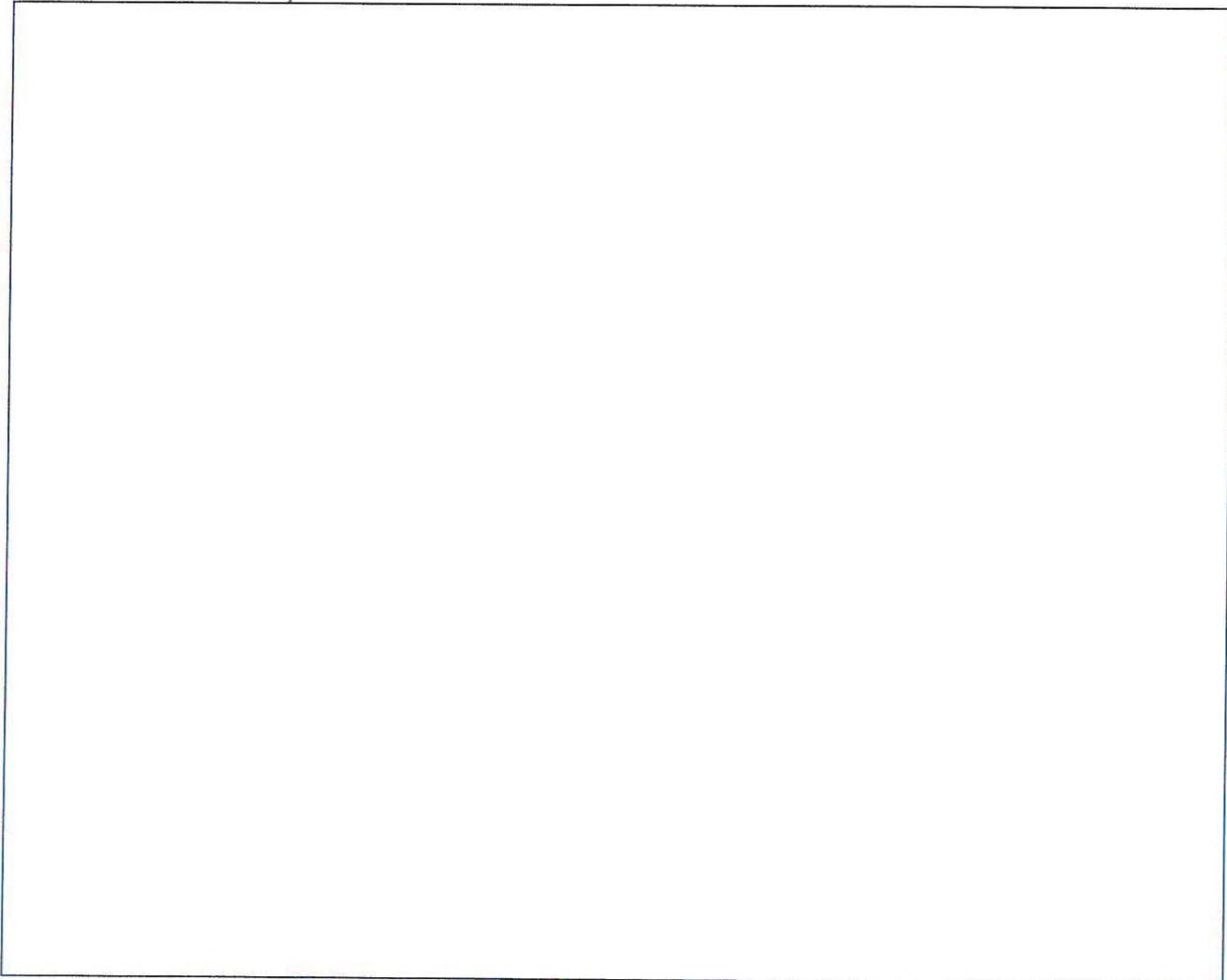
DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY:	

**ON PREMISE DIAGRAM**

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

*on file @ City*





**CITY OF AUBURN  
PUBLIC NOTICE**

A public hearing will be held by the Auburn City Council on Monday, October 16, 2017 at 7:00 p.m. or as soon as possible thereafter, in the Council Chambers of Auburn Hall, 60 Court Street, to consider the Liquor License application for:

**AMDAG LLC, DBA Kristi's Cafe  
767 Minot Avenue, Auburn, Maine**

All interested persons may appear and will be given the opportunity to be heard before final action is taken.

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

**IN CITY COUNCIL**

**ORDER 92-10162017**

ORDERED, that the City Council hereby approves the Liquor License for AMDAG LLC, DBA Kristi's Cafe located at 767 Minot Avenue, Auburn, Maine.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

Order: 93-10162017

**Author:** Yvette Bouttenot, Community Development Manager

**Subject:** Staying Home Rental Assistance Program

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**Information:** The Staying HOME Rental Assistance Program is a City Council Initiative that has been funded with \$75,000 of HOME funds. The goal of this program is aligned with the 5 Year Consolidated Plan goal of preventing homelessness in Auburn. This will be a tenant based rental subsidy program targeted to families who are homeless, living in motels or in danger of become homeless through no fault of their own. The Program will provide subsidies to the families in the form of security deposit payments, monthly rental payments and payment for monthly utilities. In turn, the parent(s) will be asked to participate in a self-sufficiency program so that they are able to continue living in the apartment without the subsidies. Being homeless can be a full time job where parents must make difficult choices between going to a soup kitchen, meeting with social service workers, applying for the various assistance programs, looking for employment, finding transportation all while ensuring their child is able to get to school and back safely. This program will provide a basic need giving the parents one less worry as they work to improve their situation while the children continue receiving a quality education.

This pilot program is estimated to assist 8 families for one year. Families with students attending Auburn schools in grades K-8 will be eligible. This includes a security deposit of \$750, monthly rent averaging \$625 and utilities of \$50 monthly. The total annual subsidy per family will average \$8,850. HUD regulations allows for 24 months of assistance.

---

**City Budgetary Impacts:** The program will be funded with HOME Funds of \$75,000 from the FFY2017 budget. There will be no City Budget funding for this program.

---

**Staff Recommended Action:** Approval of the Staying Home Rental Assistance Guidelines as presented and discussed at previous Council Workshop Meetings.

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**Previous Meetings and History:** Workshops of August 18, 2017; September 18, 2017; and October 2, 2017

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

---

**Attachments:** Staying Home Rental Assistance Guidelines with red-line version.

**DRAFT**  
**STAYING HOME**  
**RENTAL ASSISTANCE PROGRAM**

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**I. BACKGROUND**

The City of Auburn is the recipient of Home Investment Partnership Program (HOME) funds from the US Department of Housing and Urban Development and has created a tenant based rental assistance program under city council direction. Program funds will be used to support homeless families of school-aged children attending Auburn Schools by providing funds for security deposits, monthly rental subsidies and utility deposits so that they may have stable housing and allowing the children to remain at the same school throughout the year. The program will be operated by the Auburn Housing Authority and the Auburn School Department will provide the referrals when a homeless family has been identified by administrators. The Rental Assistance Program Manager will oversee the intake process, calculate subsidies and inspect units. A committee of four will meet as necessary for approval once eligibility and level of assistance has been determined. The committee will be made up of the Community Development Manager, Director of Health and Social Services Department, the Auburn Housing Authority’s Rental Assistance Program Manager and an Auburn School Official.

**II. PROGRAM OBJECTIVE**

- A. Reduce the number of families with school aged children who are homeless by removing the barriers that prevents them from securing housing;
- B. Provide financial assistance for stable housing to the participants;
- C. Provide referrals to Community Concepts Inc. and Community Partnerships for Protecting Children for parents to enroll in self-sufficiency programs.

**III. DEFINITIONS**

- A. **Participant**—a household made up of a parent/legal guardian with a school aged child or children in Grades K – 8 and attending classes in the Auburn School District;
- B. **Affordable Rent**—total rent and utilities contribution shall be affordable to tenant and be no more than 30% of the documented income;
- C. **Maximum Rent Amount** – to be determined annually using the HUD Fair Market Rent Documentation System;
- C. **Landlord**—the owner or agent who controls the property;
- D. **Homeless**—a household who is currently living in a motel without financial assistance, in a car or tent, or are staying with friends/family;
- E. **Near Homeless**- a household who is in danger of losing their housing because of an extreme financial hardship but through no fault of their own.

**JV. PARTICIPANT ELIGIBILITY CRITERIA**

- A. The participant must be homeless or near homeless;
- B. The participant household must include a parent or legal guardian and a school aged child or children in grades kindergarten through 8 and attending classes in the Auburn School District;
- C. The participant must not have taken action to cause his/her own displacement;
- D. The participant does not have the resources to pay for the security deposit, monthly rent and utility deposit;
- E. Household incomes cannot exceed 60% of area median income; households with income above 60% may qualify for assistance through the Gorman funded Security Deposit Program;
- E. The participant must agree to attend periodic meetings to determine continued eligibility in the program. A follow-up meeting will be 3 months from the date the tenant signed the lease;
- F. Participants will be recertified after 12 months and may be eligible for additional assistance not to exceed a total of 24 months as long as funding is available.

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**V. RENTAL UNIT ELIGIBILITY CRITERIA**

- A. The unit must be inspected by the Auburn Housing Authority and meet Housing Quality Standards and cannot have a State Lead Abatement Order. Units must be inspected annually;
- B. The amount of rent for the unit cannot exceed the Fair Market Rent as determined by HUD for the area;
- C. The landlord or property owner must use an approved one-year lease that contains provisions to protect tenants' rights.

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**VI. INTAKE PROCEDURE**

- A. Participants will be referred to the Auburn Housing Authority by a school department official;
- B. The intake process shall include:
  - 1. Full disclosure and verification of all members expected to occupy the unit;
  - 2. Verification of income, other resources, and expenses;
  - 3. Assistance in locating a rental unit that meets housing quality standards;
  - 4. Determination of the level of assistance needed to house the family;

**VII. DETERMINATION OF SUBSIDY**

- A. **Households with Income.** The Staying Home Rental Assistance Program will provide assistance in the form of subsidies to be paid directly to the landlord or utility company.

Households will be required to pay a maximum of 30% of their household income towards monthly housing expense;

- B. **Households with No Income.** The Staying Home Rental Assistance Program will provide 100% rental subsidies for families with no income. Participants will be required to attend periodic meetings with the Auburn Housing Authority to determine if subsidy level remains appropriate. If a household financial capacity changes after the first three months the subsidy received will be reviewed and may be adjusted.
- C. **Method for Subsidy Calculation:** The rental subsidy will be determined by the household income of the family. The family will pay no more than 30% of their income towards their housing expense.
- D. **Eligible Expenses.** Funds may be used to pay for the security deposits, monthly rent or utility hook-up/connection fee to get the utility established. Families may be referred to the Health and Social Services Office for assistance with monthly utilities.
- E. **Ineligible Expense.** Funds cannot be used to pay for cable, internet or phone connection fees.
- F. **Maximum Subsidy.** The maximum subsidy shall not exceed one-month's rent for security deposit, HUD's Fair Market Monthly Rent Determination for monthly rent based on unit size and **utility costs based on HUD Allowances**. Utilities include electricity, gas for heat and/or cooking.

**Deleted:** \$150 for each utility connection

## VIII. CONDITIONS

- A. Participant must find an affordable rental unit in Auburn;
- B. The participant has not already moved into the rent prior to the approval with the exception of extraordinary circumstances;
- C. The participant must take advantage of all other resources identified by the Committee;
- D. Tenant must agree to a one-year lease;
- E. Participant must have the Landlord complete and sign a Landlord Agreement; Security deposits will be held in accordance with Maine law and returned to the City of Auburn's Community Development Office when the tenant vacates the unit;
- F. The City will issue checks to be sent directly to landlord or utility company;
- G. Participants are eligible for assistance for one year; the subsidy may be renewed for a second year following a review of participant's income and expenses and subject to availability of funding. The review will include the steps the participant has taken to move towards self-sufficiency;
- H. Participant must notify the Auburn Housing Authority if they move out of the unit. Moving out of the unit will end subsidy payments. The subsidy may not be transferred to a new unit without the approval of the Committee and can only be approved if the tenant had to move through no fault of their own.

**XV. STAYING HOME RENTAL ASSISTANCE COMMITTEE**

The committee shall be made up of the City of Auburn’s Community Development Manager, the Auburn Housing Authority’s Housing Rental Program Manager, Auburn School Department Official and the Director of Health and Social Services Department. The Committee is responsible for approving subsidies for each participant. Approval will be by unanimous vote and all committee members must be in attendance. If all members are not available to meet in person, a qualified substitute must be available to represent the absent member.

The role of the Auburn School Department Official is to provide referrals to the Auburn Housing Authority, to provide documentation that the participant is homeless or near homeless, that the household members include a parent or legal guardian, a child/children attending Auburn Schools from K – 8<sup>th</sup> grade and reporting if a participant is not attending school on a regular basis.

The role of the Housing Rental Program Manager is for overseeing the intake process to include determining eligibility and level of assistance; to provide the City with proper documentation for processing subsidy payments; inspection of rental units to ensure they meet Housing Quality Standards; and to review participants for renewal. Auburn Housing will maintain participant files that will be available for monitoring.

The role of the Community Development Manager will be to monitor the program and ensure it meets HUD regulations, process security deposit and rental subsidy payments to landlords; payments for establishing utilities; and complete reports to HUD.

The role of the Director of Health and Social Services will be to meet with the families who may need additional resources.

**X. HOME FUNDS/OTHER RESOURCES**

**HOME:** The program is funded with \$75,000 for the period of July 1, 2017 – June 30, 2018. Unspent funds can be carried forward to the next fiscal year. Future annual budgets will be determined during the Citizen Participation Planning Process with final approval by the City Council.

**OTHER:** Community Concepts-Bridges Out of Poverty and CCFC Family Self-sufficiency Program;  
Community Partnerships for Protecting Children

10.5.2017 (Draft)

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James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 93-10162017

ORDERED, that the City Council hereby approves the Staying HOME Rental Assistance Program Guidelines as presented by Community Development Staff.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017      Order: 94-10162017

**Author:** Phillip Crowell, Jr., Chief of Police

**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 7/1/2017 through 6/30/2020

---

**Information:** The Collective Bargaining Agreement (CBA) between the City of Auburn and the Maine Association of Police (MAP) Command Unit expired on 6/30/2017.

The following is a summary of the changes:

- Three year agreement effective 7/1/2017 through 6/30/2020
- First year wage adjustment including a new 12 year step for sergeants and lieutenants.
- 2% COLA effective upon signing of the contract (retroactive) for FY18, FY19, and FY20.
- POS-500 Maximum out-of-pocket HRA increase from 50% to 100%.
- Maximum Sick Time Accrual increased from 1320 hours to 1440 hours.
- Revised language for the retire in place program as it pertains to sick leave and extended length of program by 12 months.
- Revised language in the following articles: Vacation, Funeral Leave, Holiday which included minor modifications.

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**City Budgetary Impacts:** The proposed financial impacts have been accounted for in the FY18 budget.

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

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**Previous Meetings and History:** Executive Session discussion on 7/17/2017

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

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**Attachments:** CBA between the City of Auburn and the MAP Command Unit.

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF AUBURN**

**AND**

**MAINE ASSOCIATION OF POLICE**

**COMMAND UNIT**

July 1, 2017 - June 30, 2020

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## **PREAMBLE**

Pursuant to the provisions of Chapter 9A, Revised Statutes of Maine, Title 26 as enacted by the Maine Legislature, 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 of 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 - NOSTRIKE/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 individually request in writing that such deductions be made. 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 insure 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:

<b>SERGEANT</b>				
7/01/17 – 6/30/18	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 66,493.44	\$ 68,488.24	\$ 70,542.89	\$ 72,659.18
WEEKLY	\$ 1,278.72	\$ 1,317.08	\$ 1,356.59	\$ 1,397.29
HOURLY	\$ 31.9680	\$ 32.9270	\$ 33.9149	\$ 34.9323
<b>LIEUTENANT</b>				
7/01/17 – 6/30/18	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 76,292.14	\$ 78,580.90	\$ 80,938.33	\$ 83,366.48
WEEKLY	\$ 1,467.16	\$ 1,511.17	\$ 1,556.51	\$ 1,603.20
HOURLY	\$ 36.6789	\$ 37.7793	\$ 38.9127	\$ 40.0800
<b>SERGEANT</b>				
7/01/18 – 6/30/19	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 67,823.31	\$ 69,858.00	\$ 71,953.75	\$ 74,112.36
WEEKLY	\$ 1,304.29	\$ 1,343.42	\$ 1,383.73	\$ 1,425.24
HOURLY	\$ 32.6074	\$ 33.5856	\$ 34.5931	\$ 35.6309

<b>LIEUTENANT</b>				
7/01/18 – 6/30/19	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 77,817.98	\$ 80,152.52	\$ 82,557.10	\$ 85,033.81
WEEKLY	\$ 1,496.50	\$ 1,541.39	\$ 1,587.64	\$ 1,635.27
HOURLY	\$ 37.4125	\$ 38.5349	\$ 39.6909	\$ 40.8816
<b>SERGEANT</b>				
7/01/19 – 6/30/20	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 69,179.77	\$ 71,255.16	\$ 73,392.82	\$ 75,594.61
WEEKLY	\$ 1,330.38	\$ 1,370.29	\$ 1,411.40	\$ 1,453.74
HOURLY	\$ 33.2595	\$ 34.2573	\$ 35.2850	\$ 36.3436
<b>LIEUTENANT</b>				
7/01/19 – 6/30/20	STEP 1 0 - 3 YEARS	STEP 2 4 - 7 YEARS	STEP 3 8 - 11 YEARS	STEP 4 12 + YEARS
ANNUAL	\$ 79,374.34	\$ 81,755.57	\$ 84,208.24	\$ 86,734.49
WEEKLY	\$ 1,526.43	\$ 1,572.22	\$ 1,619.39	\$ 1,667.97
HOURLY	\$ 38.1607	\$ 39.3056	\$ 40.4847	\$ 41.6993

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 \$550 and Shift Commanders will receive \$650 on the pay period closest to December 1st of each contract year. The \$550 and \$650 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 in to 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	Veterans 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 work days because of death of a spouse or child and three (3) consecutive regularly scheduled work days 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 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.

**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, 2017- June 30, 2020</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 (3.7) 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 (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. 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. 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.

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.
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.
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.
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.

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 leaves 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 1<sup>st</sup> 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 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 work days 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,” defined 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 \$600. 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.

## **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.

## **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.

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 officer'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 officer on the City.
3. Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.
4. 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, 2017 through June 30, 2020. 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 \_\_\_, 2017, with an effective date of July 1, 2017.

CITY OF AUBURN

MAINE ASSOCIATION OF POLICE –  
COMMAND UNIT

\_\_\_\_\_  
By: Peter Crichton  
Its City Manager

\_\_\_\_\_  
By:  
Its

\_\_\_\_\_  
By:  
Its

\_\_\_\_\_  
By:  
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>Qty</u>	<u>Category/Item:</u>	<u>Qty</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 Straps	1 pr.		
Shoes (Dress)	1 pr.		
Boots (All Season – Military Style)	1 pr.		
Coat	1		
Class A Uniform	1 ea.		
Raincoat	1		
<b><u>Insignia</u></b>		<b><u>Accessories</u></b>	
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	Attaché 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 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 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, including spouses (dependent children are not required, but are encouraged to participate in the program). These educators will work to establish the base line for health risk factors for each member. Once established, the educators will work with the member to provide wellness goals and benchmarks. Educational material and motivation will be a core part of the program.

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 Provider and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the members. The City will continue to seek creative and meaningful ways to reward and

recognize employees making progress in obtaining their individual health care goals.

#### 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, 2006. Alternatively, an employee may participate in the Health Promotion Program and make his/her intentions known to participate by July 1, 2006. The program's implementation date is July 1, 2006. During the first year of the program (7/1/06 to 6/30/07), employees and their spouses need only agree to participate in the program to obtain the 10% health insurance premium savings. After July 1, 2007, 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.

The components of the 10% health insurance premium savings is as follows:

- 3% savings (1.5% each) when both employee and spouse agree to participate in a Health Risk Assessment, a physical examination by personal physicians including the prescribed lab/x-rays;
- 3% savings (1.5% each) when both agree to participate in an exercise program tailored by the Health Care Educator in conjunction with the employee's physician;
- 2% savings (1% each) non smokers and those who quit smoking;
- 2% savings (1% each) obtained BMI (body mass index) goals, or related weight management program.

NOTE: In the Employee Only and Employee with Child plans, the percentages for participation in the four components double for the Employee, i.e., 1.5% becomes 3% and 1% becomes 2%. The total adjustment to the employee's health insurance cost share will not exceed 10%.

### Health Promotion Program and Health Insurance Cost Share

The proposed health insurance employees cost share is 25%.

Employees and spouses who are participating in the Health Promotion Program are expected to meet the specific goals by utilizing their 'best efforts'. The program has two goals: First, to improve the health of each employee/spouse 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/spouse 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/spouse 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/spouse 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/spouse'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/spouse's PCP, 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.

### Medical Spending Account

The City will continue to provide the Medical 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 Medical Spending account by making additional contributions through payroll deductions and by allocating accrued sick days as allowed by the collective bargaining agreement.

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 94-10162017

ORDERED, that the City Council hereby execute the Collective Bargaining Agreement between the City of Auburn and the Maine Association of Police Command Union effective 7/1/2017 through 6/30/2020.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 10/16/2017

**Ordinance:** 11-10162017

**Author:** Holli Olivier

**Subject:** Adoption of Appendices for General Assistance, Effective 10/01/2017 to 09/30/2018

---

**Information:** I'm seeking the approval of the new General Assistance Appendix A (the GA overall maximums), Appendix B (the food maximums), and Appendix C (Lewiston / Auburn MSA Rental Maximums) the housing accordance to Ordinance 24-23 in Chapter 24, and Appendix D (the Utilities / Electric Maximums). Once the appendices A - D are adopted, they will replace the FY 16-17 maximums for those appendices.

The maximums are established as a matter of State law based on certain federal and HUD fair market values. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22, M.R.S.A. §4305(4).

---

**Advantages:** By adopting the new appendices A - D the program will be in compliance for the 70% reimbursement from the State.

---

**City Budgetary Impacts:** The overall maximum (Appendix A) is an average increase of 9.25%. The food maximum (Appendix B) is an average decrease of -1.3%. The rental increase (Appendix C) is an average increase of 11% over last year's rates. The utilities maximum (Appendix D) is an average increase of 1.25%.

---

**Staff Recommended Action:** Approval of the increase / decrease to the General Assistance Appendices A - D as required by State statutes and ordinance.

---

**Previous Meetings and History:** This is a yearly approval needed by council when any changes are done to the appendices.

---

**Acting City Manager Comments:**

I concur with the recommendation. Signature: *Denise M. Clavette*

---

**Attachments:**

- Appendix A, Overall Maximums
- Appendix B, Food Maximums
- Appendix C, Rental Maximums
- Appendix D, Utilities / Electric Maximums
- Adoption form for 17-18

# GENERAL ASSISTANCE ORDINANCE

## APPENDICES A-D

### 2017-2018

The Municipality of Auburn, Maine adopts the MMA Model Ordinance GA Appendices (A - D) for the period of Oct. 1, 2017—September 30, 2018. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
by the municipal officers:

_____	_____
James Pross	(Signature)
_____	_____
Robert Stone	(Signature)
_____	_____
Andy Titus	(Signature)
_____	_____
Adam Lee	(Signature)
_____	_____
Leroy Walker	(Signature)
_____	_____
Grady R. Burns	(Signature)
_____	_____
David C. Young	(Signature)

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

## IN CITY COUNCIL

### ORDINANCE 11-10162017

Be it Ordained, that the City Council hereby amends Chapter 24, Article II, Division 1, Sec. 24-23 of the General Assistance Ordinance Annual Adjustment of Maximum Benefits to incorporate the following maximum levels of assistance to be effective on and after October 1, 2017 through September 30, 2018, as follows:

Sec. 24-23. - Annual adjustment of maximum benefits.

- (a) Each year the Maine Municipal Association provides for the city ~~three~~ appendices providing maximum benefits applicable for the period beginning October 1 and ending September 30 as mandated by state law and based on certain federal values effective on October 1 of each year, as follows:
- (1) Appendix A, a listing of overall maximum levels of general assistance relating to all Maine municipalities.
  - (2) Appendix B, a listing of maximum levels of assistance for food.
  - (3) Appendix C, a listing of maximum levels for heated and unheated housing.
  - (4) Appendix D, a listing of maximum levels for households with electrically heated hot water.
- (b) The portion of these annual appendices applicable to the city, as adopted each year by the city council, are made a part of this chapter as though fully set forth herein and a copy thereof is available in the office of the city clerk.

**Editor's note**— The appendices referred to in this section are not codified but are available in the office of the city clerk.

James Pross, Ward One  
 Robert Stone, Ward Two  
 Andy Titus, Ward Three  
 Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
 Grady R. Burns, At Large  
 David C. Young, At Large

Jonathan P. LaBonte, Mayor

**Appendix A – GA Overall Maximums**

Effective 10/1/2017 – 9/30/2018

<b>TOTAL NUMBER IN HOUSEHOLD:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	641	726	915	1,169	1,397

**\*Add \$75.00 for each additional person\***

**Appendix B – Food Maximums**

Effective 10/1/2017 – 9/30/2018

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2017, those amounts are:

<b>Number in Household</b>	<b>Weekly Maximum</b>	<b>Monthly Maximum</b>
1	44.65	192
2	81.86	352
3	117.21	504
4	148.84	640
5	176.74	760
6	212.33	913
7	234.65	1,009
8	268.14	1,153

**\*\*Note: For each additional person, add \$144 per month.**

James Pross, Ward One  
 Robert Stone, Ward Two  
 Andy Titus, Ward Three  
 Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
 Grady R. Burns, At Large  
 David C. Young, At Large

Jonathan P. LaBonte, Mayor

**Appendix C – Rental Maximums**  
 Effective 10/1/2017 – 9/30/2018

<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
	<u>Weekly</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Monthly</u>
Bedrooms				
0	112	483	135	581
1	125	538	153	659
2	165	711	195	838
3	208	896	251	1,079
4	249	1,071	301	1,294

**Appendix D – Utilities / Electric**  
 Effective 10/1/2017 - 9/30/2018

**Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses **excluding** heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 10/16/2017

**Ordinance:** 12-10162017

**Author:** Holli Olivier

**Subject:** General Assistance Ordinance changes. Effective 11/1/2017

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**Information:** I'm seeking the approval of the new General Assistance Ordinance changes.

These amendments are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22, M.R.S.A. §4305(4).

By adopting the new changes, the program will be in compliance for the 70% reimbursement from the State. If we do not adopt the changes, the program will be penalized and lose the State reimbursement.

---

**City Budgetary Impacts:** The changes should help the City save on the burial fees that are paid by allowing a representative of General Assistance to follow up with relative's financial institutions and by making other family members responsible for payment.

---

**Staff Recommended Action:** Approval of the Ordinance changes as required by State statutes and ordinance.

---

**Previous Meetings and History:** Ordinance changes may occur every two years unless a law is passed in an emergency legislative session. However, they do not always occur on the every two-year schedule and several years have passed since the previous one. Approval is needed by council when any changes are done to the General Assistance Ordinance.

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

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**Attachments:**

Administrative Rules and Regulations Language changes.

# GENERAL ASSISTANCE ORDINANCE

The Municipality of Auburn, Maine adopts the following General Assistance Ordinance. The Ordinance is filed with the Department of Health & Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the \_\_\_\_\_ (day) of \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
by the municipal officers:

\_\_\_\_\_  
James Pross (Signature)

\_\_\_\_\_  
Robert Stone (Signature)

\_\_\_\_\_  
Andy Titus (Signature)

\_\_\_\_\_  
Adam Lee (Signature)

\_\_\_\_\_  
Leroy Walker (Signature)

\_\_\_\_\_  
Grady R. Burns (Signature)

\_\_\_\_\_  
David C. Young (Signature)

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDINANCE 12-10162017

Be it Ordained, that the City Council hereby amends Chapter 24, Article II, Division 1, Sec. 24-21 (d); *and* Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (8)(h) of the General Assistance Ordinance to incorporate the following changes to be effective on and after November 1, 2017:

**Chapter 24, Article II, Division 1, Sec. 24-21 (d) *Information from other sources***

(d) *Information from other sources.* Information furnished to the city by the state department of human services or any other agency or institution pursuant to 22 M.R.S.A. § 4314, ~~concerning recipients of categorical assistance~~, is confidential. The general assistance administrator will also comply with laws relating to the confidentiality of vital statistic records such as those concerning birth, marriage and death. (22 M.R.S.A. § 2706). Any representative of a financial institution or any employer of a general assistance applicant who, upon receipt of a written release signed by the depositor and a written request from the Administrator, refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. Effective November 1, 2017: national banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, effective November 1, 2017, when a municipality or its agents are acting in accordance with section 4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any such person who refuses to provide information, without just cause, may be subject to a civil penalty of not less than \$25 nor more than \$100. Any person, including the applicant, who knowingly and willfully makes a false representation of a material fact to the administrator is committing a Class E crime (22 M.R.S.A. § § 4314, 4315).

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

**Chapter 24, Article II, Division 4, Sub division II, Sec. 24-161 (8)(h) *Determination of family members' ability to pay***

(h) *Determination of family members' ability to pay*

Any person who refuses to provide necessary information to the administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal.

Grandparents, parents, children and grandchildren of the deceased ~~who live in the state or own property in state whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased,~~ are financially responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in a lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the administrator, all legally liable relatives must provide the city administrator with any reasonably requested information regarding their income, assets and basic living expenses. The Administrator may also seek information from financial institutions holding assets of the deceased. Effective November 1, 2017, Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313 (2) and provide a written request and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

**Author:** Douglas Greene, Urban Development Coordinator

**Subject:** Discontinuance of a portion of Troy Street

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**Information:** A half acre, City owned property (Parcel # 240-212) with street frontage on Library, Union, Hampshire and Troy Street is now under an executed Purchase and Sales Agreement. The Purchase and Sales Agreement includes the sale of the City owned property and a portion of a section of Troy Street Right of Way. In order to accomplish the sale of that portion of discontinued section of Troy Street to the developer, the Staff is recommending the City discontinue a section of Troy Street between Library and Hampshire Street. This proposal was first made at the October 2<sup>nd</sup> City Council workshop. At the October 16<sup>th</sup> City Council meeting, the staff will present an update on the proposal and include specific steps mandated by state law that will move the request for discontinuance forward (see packet attachments). Since the October 2<sup>nd</sup> workshop, staff has received additional information from the department of public services who now request that they not be responsible for any maintenance for the entire portion of Troy Street between Hampshire Street and library Street. Staff also is requesting that the Council wait to take final action until:

- 1.) An appraisal has been made to determine possible damages to 2 adjacent properties and
- 2.) The disposition of an offer to acquire adjacent Pan Am Railroad right of way, which could facilitate and maximize parking in the area has been addressed.

---

**City Budgetary Impacts:** An appraisal will determine any possible damages to the 2 adjacent properties. Minor expenses will be incurred to record the final discontinuance at the Registry of Deeds. There will be a slight reduction in public services resources for time and equipment for the maintenance and snowplowing of this section of Troy Street once it is discontinued and becomes the responsibility of the developer.

---

**Staff Recommended Action:** Staff recommends the city Council approve an order to authorize the Staff to proceed with the Discontinuance of a section of Troy Street.

---

**Previous Meetings and History:** The discontinuance for a section of Troy Street was heard at a City Council workshop on October 2, 2017.

---

**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

---

**Attachments:**

1. Information Sheet
2. Troy Street Discontinuance Memo
3. Sample motion to initiate the Order of Discontinuance Process
4. Map of the proposed discontinuance
5. Council Order to Proceed with Discontinuance



## City of Auburn, Maine

Office of Economic and Community Development

60 Court Street, Auburn, Maine 04210

[www.auburnmaine.gov](http://www.auburnmaine.gov)

207.333.6601

To: Mayor Jonathan L. LaBonte and the Auburn City Council

From: Douglas Greene, Urban Development Coordinator

Date: October 16, 2017

RE: Discontinuance of a section of Troy Street

---

Overview: The Department of Economic and Community Development is facilitating the development of a city owned property (Parcel # 240-212) that is located in the Troy Street area with the Szanton Company. The half acre site now has an executed Purchase and Sales Agreement in place. One component of the Purchase and Sales Agreement is for the City to sell the City owned Parcel # 240-212 along with the section of the Troy Street right of way between Hampshire and Library Street. (Attached Order and Map) In order to do that the City needs to go through a discontinuance process.

State Law for Discontinuance of a Municipal road in Maine requires a six step process:

1. Estimate potential damages to adjacent property owners. The two properties adjacent to the proposed discontinuance are 29 Library Street (Parcel # 240-202) and a Pan Am Railroad right of way (Parcel # 240-203). The Staff is recommending the City Council order an appraisal of these two properties to determine possible damages, if any, due the loss of street frontage.
2. Notice will be sent to all abutting property owners prior to a public hearing and 2<sup>nd</sup> reading of the Order to Discontinue. Notice is also required to be given to the Planning Board, which can happen at their November 14<sup>th</sup> meeting.
3. The City Council should discuss the proposed discontinuance as a first reading at the November 16<sup>th</sup> City Council meeting. If the City Council decides to move forward with the discontinuance, they should pass a motion to order the discontinuance using language from the draft Order of Discontinuance of a Section of Troy Street (map attached). If that motion passes, a second motion should be made stating "I move that the City Council issue and file with the City Clerk an Order of Discontinuance that accurately reflects the action taken by the City Council to discontinue a section of Troy Street, and that the City Council send abutting property owners best practicable notice of this action without delay."
4. The Order of Discontinuance order signed by the Municipal Officer is filed by the City Clerk and the notice of discontinuance is sent to abutting property owners along with a copy of the order of discontinuance.
5. The City Council then at a later meeting approves the order of discontinuance and damage awards (if any).
6. The final step, if the discontinuance is approved, is for the municipal clerk to record an attested certificate of road discontinuance in the Registry of Deeds certificate that should include a description of the road and state the municipality's final action.

After final Council action, there is a 30 day appeal regarding the discontinuance and a 60 day appeal for damages.



City of Auburn, Maine

Office of City Manager

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

Order of Discontinuance of a Road

TO: Residents of the City of Auburn and other Interested Persons

FROM: Auburn City Council

The Municipal Officers of the City of Auburn hereby orders the discontinuance of a section of Troy Street as a City Way while preserving its use as a public easement, for a distance of approximately 249 feet beginning at the intersection of Hampshire Street and Troy Street. Troy Street is approximately 30 feet wide and begins at the southern side of the intersection of Hampshire Street and Troy Street, whence it runs approximately 249 feet in a generally southerly direction to the northerly intersection of Library Street and Troy Street, as shown more particularly on the attached map, (from City Tax Map 240), on file at Economic and Community Development Office. .

Having given best practicable notice to all abutting property owners, we further order damages to the abutting property owners as follows:

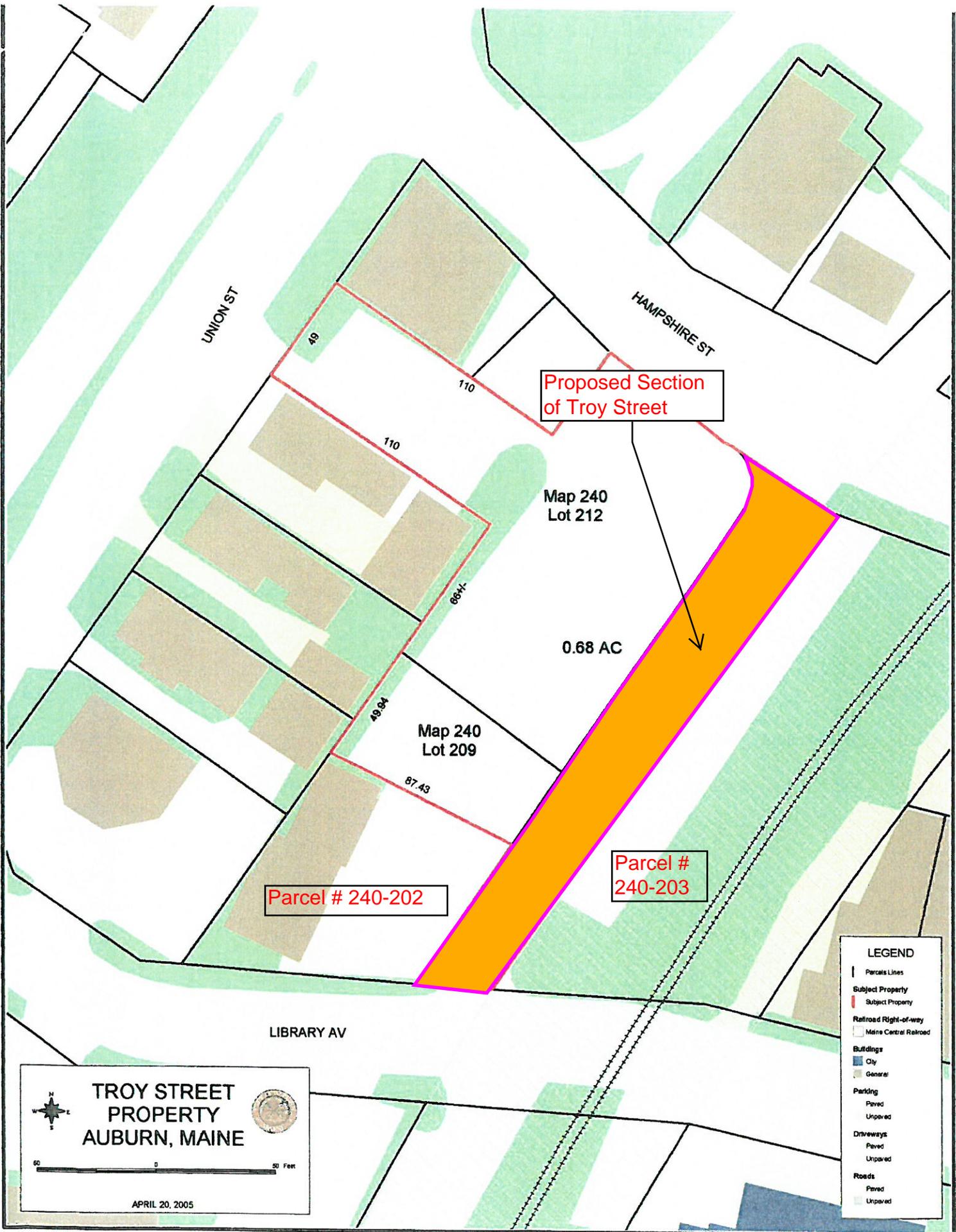
Name: \_\_\_\_\_ Amount: \_\_\_\_\_
Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Peter Crichton, City Manager

\*\*\*\*\*

(Note: A copy of this Order must be filed with the City Clerk; also, send a copy to all abutters, along with the Notice of Discontinuance.)



Proposed Section  
of Troy Street

Map 240  
Lot 212

0.68 AC

Map 240  
Lot 209

Parcel # 240-202

Parcel #  
240-203

LEGEND	
—	Parcels Lines
■	Subject Property
■	Subject Property
—	Railroad Right-of-way
—	Maine Central Railroad
■	Buildings
■	City
■	General
■	Parking
■	Paved
■	Unpaved
■	Driveways
■	Paved
■	Unpaved
■	Roads
■	Paved
■	Unpaved

**TROY STREET  
PROPERTY  
AUBURN, MAINE**

60 0 50 Feet

APRIL 20, 2005

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 95-10162017

ORDERED, that the City Council hereby authorizes Staff to proceed with the discontinuance of a section of the Troy Street Right of Way.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 10/16/2017      **Order:** 96-10162017

**Author:** Michael Chamings, Director of Economic and Community Development

**Subject:** HOME Fund Commitment

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**Information:**

The City agreed to partially fund the Troy Street project with \$110,000 in HOME funds; the allocations of these funds need to be voted on.

---

**City Budgetary Impacts:** Minimal, Federal funds are already approved for moderate or low income housing assistance and the tax shift/general fund loss would be minimal. Any co-op housing project funding would be pushed into fiscal year 2019.

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**Staff Recommended Action:** The staff recommends passage.

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**Previous Meetings and History:**

Council Executive Session, June 19<sup>th</sup>, 2017  
Council Executive Session, August 7<sup>th</sup>, 2017  
Council Meeting, August 31<sup>th</sup>, 2017  
Council Workshop, October 2<sup>nd</sup>, 2017

---

**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

---

**Attachments:**

Order **96-10162017**

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 96-10162017

ORDERED, that the City Council hereby authorize \$110,000.00 in home funds be reserved for the Troy Street workforce housing project.



**City of Auburn  
City Council Information Sheet**

**City Council Meeting Date:** October 16, 2017

**Order:** 97-10162017

**Author:** Michael Chammings, Director of Economic and Community Development

**Subject:** Authorizing the City Manager to sign the Income Utilization Memorandum of Understanding

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**Information:**

At the 08/21/2017 City Council Executive session, the City Council consented to sending a counter proposal to the ABDC Board that decreased the agreed upon expense reimbursement on the real estate taxes prior to the recording of the sub division by \$55,902.

At the last Auburn Business Development Corporation meeting, the ABDC Board reviewed the changes to the Income Utilization Agreement that the Auburn City Council proposed. The ABDC Board agreed with the City Council's counter proposal with some minor changes.

At the 10/02/2017 City Council Executive Session, the City Council consented to placing this item on the 10/16/2017 City Council Agenda for discussion, summary and vote.

**City Budgetary Impacts:**

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**Staff Recommended Action:** Authorize the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation, dated October 16<sup>th</sup>, 2017.

---

**Previous Meetings and History:** Numerous Executive Sessions.

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

---

**Attachment(s):**

Memorandum of Understanding dated October 16<sup>th</sup>, 2017.

**MEMORANDUM OF UNDERSTANDING**  
**The City of Auburn & The Auburn Business Development Corporation**

The City of Auburn ("City") and the Auburn Business Development Corporation ("ABDC") enter into this Memorandum of Understanding ("MOU") as of October 16, 2017 (the "Effective Date"), in order to clarify and confirm the uses of Program Income resulting from sales of commercial/industrial lots at the Auburn Enterprise Center ("AEC").

The AEC consists of real estate indicated as Lots 1-8 on a Subdivision Plan prepared by Sebago Technics, which was approved by the Auburn Planning Board on June 10, 2016, and is recorded in the Androscoggin County Registry of Deeds in Plan Book 51, Page 100, a copy of which is attached hereto as **Exhibit A** (the "Property").

The Property's improvements were funded in part through a grant from the U.S. Department of Commerce, Economic Development Administration (EDA Project No. 01-01-14171 – Auburn Industrial Park), awarded to the City and ABDC as co-applicants.

ABDC has incurred costs and expenses to develop the AEC, including real estate acquisition costs, professional service fees, and real estate taxes, enumerated in **Exhibit B** (the "ABDC Costs").

For so long as ABDC continues to own the Property, ABDC will continue to pay real property taxes on the Property to the City, which payments, once made, shall be added to the ABDC agreed upon Costs.

For the purposes of this MOU, the term "Program Income" is defined as all net revenue derived by ABDC from the AEC, whether from the rental or sale of some or all of the Property or otherwise generated by the AEC, once the ABDC Costs have first been repaid.

By execution of this MOU, the City and ABDC jointly acknowledge and agree that:

1. ABDC-owned land that comprises the commercial/industrial lots at AEC was improved in part with federal grant funds provided by the U.S. Department of Commerce, Economic Development Administration.
2. Therefore, use of Program Income resulting from sale of commercial/industrial lots at AEC is subject to conditions of the grant, specifically Special Award Condition #10 ("Income Reutilization Plan").
3. As such, Program Income will be spent in compliance with the Income Reutilization Plan jointly submitted to EDA by the City and ABDC in March of 2016, which was subsequently approved by EDA in May of 2016 (attached as **Exhibit C**).
4. After recoupment of the agreed upon ABDC Costs (attached as **Exhibit D**), Program Income shall be spent on the following qualified activities, in order of priority:
  - a) The City agrees to advance the costs of extending high speed fiber infrastructure a distance of approximately 1.2 miles along Lewiston Junction Road, in order to connect existing fiber cables to the entrance to the AEC. Program income will be used to reimburse the City of for the actual costs it has incurred to extend the fiber infrastructure as described.

- b) Establishing a pool of funds of \$35,000.00, to be held by the City of Auburn and used to pay wetland mitigation costs including monitoring cost which are solely attributable to the AEC, and which otherwise fall within the scope of the Memorandum of Understanding between ABDC and the City dated as of May 21, 2012. Any balance in this fund after the federally mandated monitoring period is completed will be refunded to the ABDC and expenditures of these funds will be subject to the same qualified activities agreed to in this MOU ;
  - c) Repayment of ABDC's debt incurred to develop the AEC above and beyond the ABDC Costs, provided that the debt shall have been secured by the Property or any portion thereof and shall have been of record as of June 13, 2016; and
  - d) Investment in future economic development investments in Auburn acceptable to ABDC, with a particular interest in revitalization projects that are not inconsistent with City plans and priorities.
5. Within 45 days of the Effective Date, ABDC shall deliver a quitclaim deed to the City, conveying title to the Pooled Mitigation Site located 1018 Summer St. in Auburn (otherwise known as the Dingley Estate), as more fully indicated on the attached Wetland Compensation Planting Plan prepared by Power Engineers, attached as **Exhibit E**.
6. The City and ABDC shall confer prior to the payment of any qualified activities listed in Section 4 above, as follows: (a) whichever party seeks payment or reimbursement of qualified activities from Program Income shall first submit a written payment request to the other in writing, directed to the City's Finance Director in the case of requests sent to the City, and in the case of requests sent to ABDC, to such agent as the President of ABDC shall designate in writing from time to time; (b) upon receipt, the City Finance Director or designated ABDC agent as the case may be, shall determine whether the request for payment satisfies EDA guidelines for income utilization, as prioritized in accordance with Section 4 above; (c) the recipient of the payment request shall notify the sender of his or her objection to or approval of the request in writing, within 5 business days of receipt; and (d) if the recipient of the payment request approves the disbursement, ABDC shall issue a check for the approved disbursement, with a copy of the check sent to the City's Finance Director. Any disputes with respect to such payment requests shall be resolved in accordance with Section 8.
7. To improve the cooperation and coordination associated with the grant and the AEC project, representatives of ABDC and the City will meet periodically, no less than once per quarter, to review expenditures of Program Income to ensure they remain in compliance with the EDA-approved Income Reutilization Plan and the above stated priorities. Additionally, ABDC and the City will convene a small working group of 4-6 representatives to consider how future ABDC investments can support City economic development priorities.
8. In the interest of continued dialogue and the peaceful resolution of any disputes which may arise between ABDC and the City with respect to the use of Program Income or any other matter within

the scope of this MOU, the City and ABDC agree to resolve any such disputes as follows: (a) first, through informal negotiation that shall require the City Manager and the President of ABDC to meet in person within 15 days of either party's request for a dispute resolution meeting; or (b) if the dispute remains unresolved following such meeting or if one party refuses to attend the meeting, the parties agree first to try in good faith to settle the dispute by mediation. If the parties fail to resolve the dispute in mediation they agree that the dispute shall be resolved through binding arbitration.

This MOU is made as of the Effective Date.

CITY OF AUBURN

AUBURN BUSINESS DEVELOPMENT CORP.

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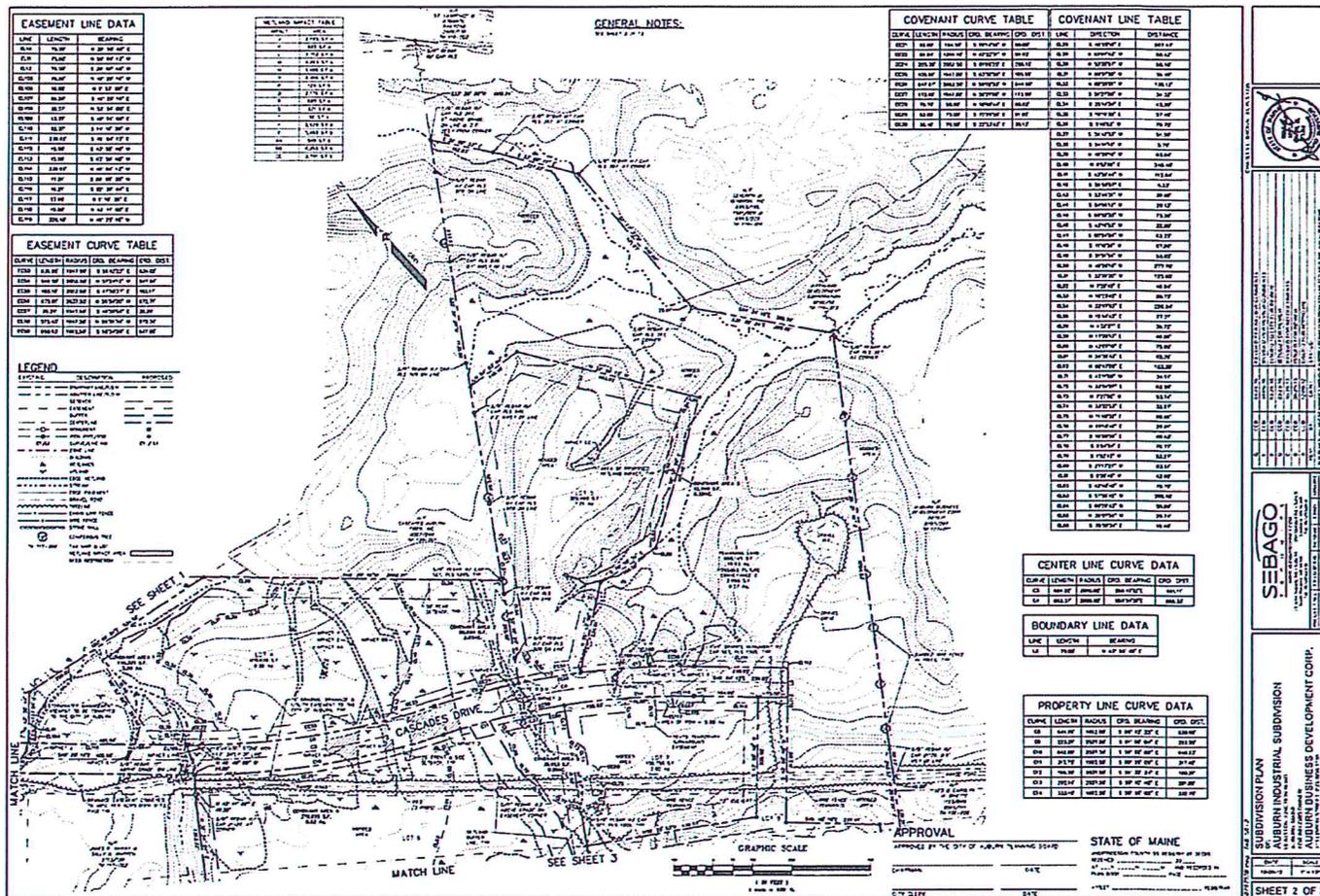
By: Peter Crichton  
Its City Manager

---

By: Michelle Ritcheson  
Its President



# Exhibit "A"



LINE	LENGTH	BEARING	DISTANCE
E100	10.00	N 00° 00' 00" E	10.00
E101	10.00	N 00° 00' 00" E	10.00
E102	10.00	N 00° 00' 00" E	10.00
E103	10.00	N 00° 00' 00" E	10.00
E104	10.00	N 00° 00' 00" E	10.00
E105	10.00	N 00° 00' 00" E	10.00
E106	10.00	N 00° 00' 00" E	10.00
E107	10.00	N 00° 00' 00" E	10.00
E108	10.00	N 00° 00' 00" E	10.00
E109	10.00	N 00° 00' 00" E	10.00
E110	10.00	N 00° 00' 00" E	10.00
E111	10.00	N 00° 00' 00" E	10.00
E112	10.00	N 00° 00' 00" E	10.00
E113	10.00	N 00° 00' 00" E	10.00
E114	10.00	N 00° 00' 00" E	10.00
E115	10.00	N 00° 00' 00" E	10.00
E116	10.00	N 00° 00' 00" E	10.00
E117	10.00	N 00° 00' 00" E	10.00
E118	10.00	N 00° 00' 00" E	10.00
E119	10.00	N 00° 00' 00" E	10.00
E120	10.00	N 00° 00' 00" E	10.00

LINE	LENGTH	BEARING	DISTANCE
E121	10.00	N 00° 00' 00" E	10.00
E122	10.00	N 00° 00' 00" E	10.00
E123	10.00	N 00° 00' 00" E	10.00
E124	10.00	N 00° 00' 00" E	10.00
E125	10.00	N 00° 00' 00" E	10.00
E126	10.00	N 00° 00' 00" E	10.00
E127	10.00	N 00° 00' 00" E	10.00
E128	10.00	N 00° 00' 00" E	10.00
E129	10.00	N 00° 00' 00" E	10.00
E130	10.00	N 00° 00' 00" E	10.00
E131	10.00	N 00° 00' 00" E	10.00
E132	10.00	N 00° 00' 00" E	10.00
E133	10.00	N 00° 00' 00" E	10.00
E134	10.00	N 00° 00' 00" E	10.00
E135	10.00	N 00° 00' 00" E	10.00
E136	10.00	N 00° 00' 00" E	10.00
E137	10.00	N 00° 00' 00" E	10.00
E138	10.00	N 00° 00' 00" E	10.00
E139	10.00	N 00° 00' 00" E	10.00
E140	10.00	N 00° 00' 00" E	10.00

GENERAL NOTES:  
SEE SHEET 2 OF 3

LINE	LENGTH	RADIUS	CHG. BEARING	CHG. DIST.	LINE	DIRECTION	DISTANCE
E141	10.00	100.00	N 00° 00' 00" E	10.00	E141	N 00° 00' 00" E	10.00
E142	10.00	100.00	N 00° 00' 00" E	10.00	E142	N 00° 00' 00" E	10.00
E143	10.00	100.00	N 00° 00' 00" E	10.00	E143	N 00° 00' 00" E	10.00
E144	10.00	100.00	N 00° 00' 00" E	10.00	E144	N 00° 00' 00" E	10.00
E145	10.00	100.00	N 00° 00' 00" E	10.00	E145	N 00° 00' 00" E	10.00
E146	10.00	100.00	N 00° 00' 00" E	10.00	E146	N 00° 00' 00" E	10.00
E147	10.00	100.00	N 00° 00' 00" E	10.00	E147	N 00° 00' 00" E	10.00
E148	10.00	100.00	N 00° 00' 00" E	10.00	E148	N 00° 00' 00" E	10.00
E149	10.00	100.00	N 00° 00' 00" E	10.00	E149	N 00° 00' 00" E	10.00
E150	10.00	100.00	N 00° 00' 00" E	10.00	E150	N 00° 00' 00" E	10.00

LINE	LENGTH	BEARING	DISTANCE
E151	10.00	N 00° 00' 00" E	10.00
E152	10.00	N 00° 00' 00" E	10.00
E153	10.00	N 00° 00' 00" E	10.00
E154	10.00	N 00° 00' 00" E	10.00
E155	10.00	N 00° 00' 00" E	10.00
E156	10.00	N 00° 00' 00" E	10.00
E157	10.00	N 00° 00' 00" E	10.00
E158	10.00	N 00° 00' 00" E	10.00
E159	10.00	N 00° 00' 00" E	10.00
E160	10.00	N 00° 00' 00" E	10.00

LINE	LENGTH	RADIUS	CHG. BEARING	CHG. DIST.
E161	10.00	100.00	N 00° 00' 00" E	10.00
E162	10.00	100.00	N 00° 00' 00" E	10.00
E163	10.00	100.00	N 00° 00' 00" E	10.00
E164	10.00	100.00	N 00° 00' 00" E	10.00
E165	10.00	100.00	N 00° 00' 00" E	10.00
E166	10.00	100.00	N 00° 00' 00" E	10.00
E167	10.00	100.00	N 00° 00' 00" E	10.00
E168	10.00	100.00	N 00° 00' 00" E	10.00
E169	10.00	100.00	N 00° 00' 00" E	10.00
E170	10.00	100.00	N 00° 00' 00" E	10.00

LEGEND

SYMBOLS: PROPERTY LINE, EASEMENT LINE, BOUNDARY LINE, CENTER LINE, PROPERTY CORNER, EASEMENT CORNER, BOUNDARY CORNER, CENTER CORNER, EASEMENT POINT, BOUNDARY POINT, CENTER POINT, EASEMENT BEARING, BOUNDARY BEARING, CENTER BEARING, EASEMENT DISTANCE, BOUNDARY DISTANCE, CENTER DISTANCE, EASEMENT AREA, BOUNDARY AREA, CENTER AREA, EASEMENT PERMITS, BOUNDARY PERMITS, CENTER PERMITS, EASEMENT NOTES, BOUNDARY NOTES, CENTER NOTES, EASEMENT SCALE, BOUNDARY SCALE, CENTER SCALE, EASEMENT DATE, BOUNDARY DATE, CENTER DATE, EASEMENT DRAWN BY, BOUNDARY DRAWN BY, CENTER DRAWN BY, EASEMENT CHECKED BY, BOUNDARY CHECKED BY, CENTER CHECKED BY, EASEMENT DATE, BOUNDARY DATE, CENTER DATE, EASEMENT DRAWN BY, BOUNDARY DRAWN BY, CENTER DRAWN BY, EASEMENT CHECKED BY, BOUNDARY CHECKED BY, CENTER CHECKED BY.

LINE	LENGTH	RADIUS	CHG. BEARING	CHG. DIST.
E171	10.00	100.00	N 00° 00' 00" E	10.00
E172	10.00	100.00	N 00° 00' 00" E	10.00
E173	10.00	100.00	N 00° 00' 00" E	10.00
E174	10.00	100.00	N 00° 00' 00" E	10.00
E175	10.00	100.00	N 00° 00' 00" E	10.00
E176	10.00	100.00	N 00° 00' 00" E	10.00
E177	10.00	100.00	N 00° 00' 00" E	10.00
E178	10.00	100.00	N 00° 00' 00" E	10.00
E179	10.00	100.00	N 00° 00' 00" E	10.00
E180	10.00	100.00	N 00° 00' 00" E	10.00

LINE	LENGTH	BEARING	DISTANCE
E181	10.00	N 00° 00' 00" E	10.00
E182	10.00	N 00° 00' 00" E	10.00
E183	10.00	N 00° 00' 00" E	10.00
E184	10.00	N 00° 00' 00" E	10.00
E185	10.00	N 00° 00' 00" E	10.00
E186	10.00	N 00° 00' 00" E	10.00
E187	10.00	N 00° 00' 00" E	10.00
E188	10.00	N 00° 00' 00" E	10.00
E189	10.00	N 00° 00' 00" E	10.00
E190	10.00	N 00° 00' 00" E	10.00

LINE	LENGTH	RADIUS	CHG. BEARING	CHG. DIST.
E191	10.00	100.00	N 00° 00' 00" E	10.00
E192	10.00	100.00	N 00° 00' 00" E	10.00
E193	10.00	100.00	N 00° 00' 00" E	10.00
E194	10.00	100.00	N 00° 00' 00" E	10.00
E195	10.00	100.00	N 00° 00' 00" E	10.00
E196	10.00	100.00	N 00° 00' 00" E	10.00
E197	10.00	100.00	N 00° 00' 00" E	10.00
E198	10.00	100.00	N 00° 00' 00" E	10.00
E199	10.00	100.00	N 00° 00' 00" E	10.00
E200	10.00	100.00	N 00° 00' 00" E	10.00



APPROVED BY THE CITY OF MAINE PLANNING BOARD

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF MAINE

APPROVED PLANNING BOARD MEMBER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SEBAGO ENGINEERING & SURVEYING, INC.

1000 MAINE ST. SUITE 100  
SEBAGO, ME 04989  
TEL: 603-883-1111  
FAX: 603-883-1112  
WWW.SEBAGOENGINEERING.COM

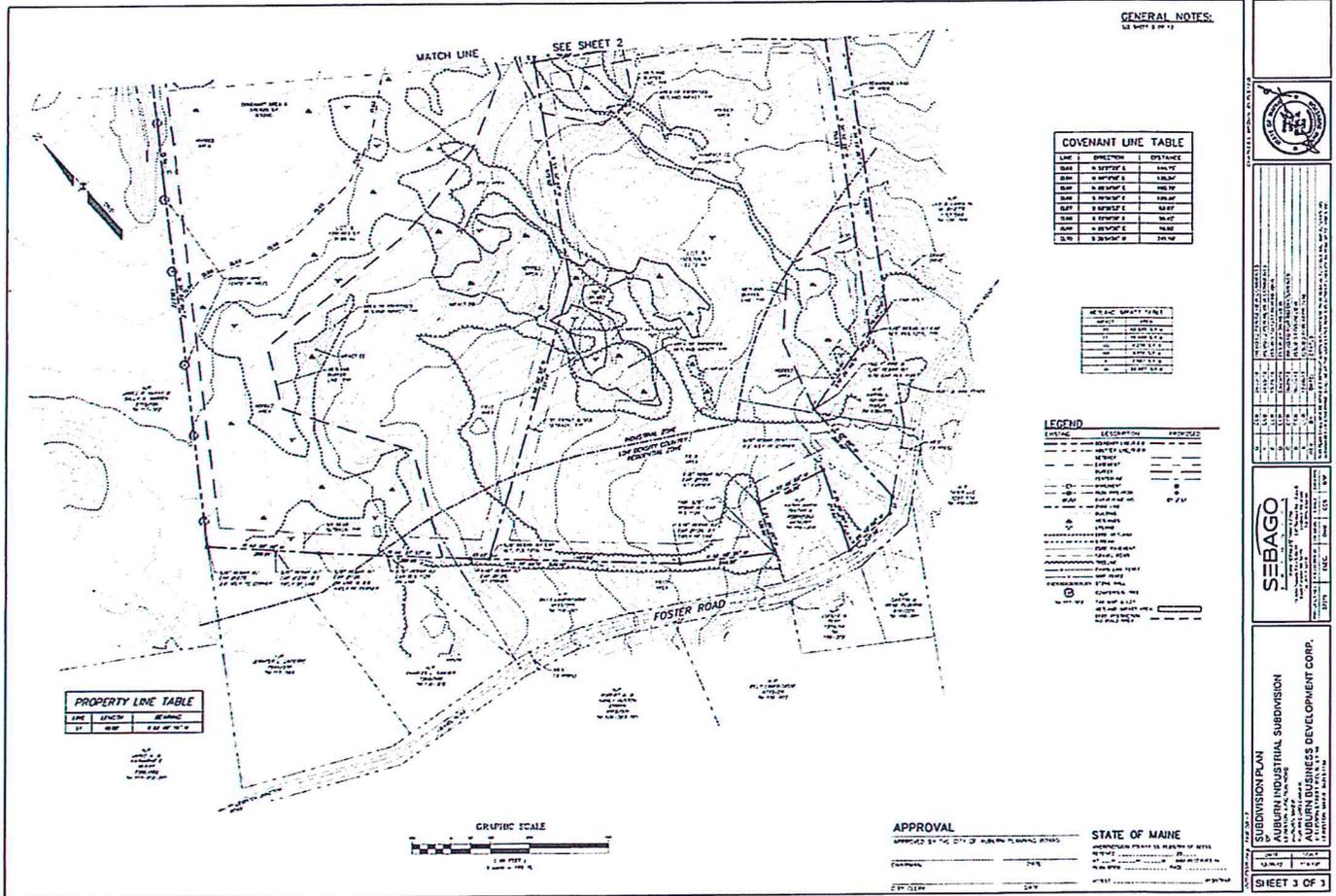
PROJECT: SUBDIVISION PLAN FOR MAINE INDUSTRIAL SUBDIVISION  
PROJECT NO.: 2023-001  
DATE: 10/20/23

DESIGNED BY: [Name]  
CHECKED BY: [Name]  
DATE: 10/20/23

DATE: 10/20/23

SHEET 2 OF 3

# Exhibit "A"



## Exhibit "B" - ABDC Expenses

<b>ABDC Expenses</b>			
<b>Auburn Enterprise Center</b>			
<b>as of 2/28/2017</b>			
<b>ACQUISITION</b>			
Lapointe Property	\$ 92,009.60		purchased 2004
Lamontagne Property	\$ 25,356.41		purchased 2004
Cascade Property	\$ 235,892.96		purchased 2009
Berwick Property	\$ 133,835.77		purchased/financed 2011
	\$ 487,094.74		
<b>DEBT SERVICE</b>			
Berwick Property	\$ 35,565.33		Actual 2011-2016; \$120,000/20 yrs. @ 6%
Berwick Property	\$ 50,766.81		Projected interest 2017-2031
	\$ 86,332.14		
<b>PROFESSIONAL SERVICES</b>			
Legal Services	\$ 27,630.63		2012-2015; McKay easement, subdivision, deed restrictions, etc.
Technical Services	\$ 29,403.69		2008-2015; Engineering, environmental
Construction Services	\$ 3,400.00		2016; gate, cap re: pond
Marketing	\$ 5,086.79		2009-2015; signage, website
Miscellaneous	\$ 3,848.50		
	\$ 69,369.61		
<b>REAL ESTATE TAXES</b>			
Lamontagne Property - RE Taxes	\$ 22,994.99		2004-2016
Lapointe Property - RE Taxes	\$ 36,930.23		2004-2006
Berwick Property - RE Taxes	\$ 8,006.46		2011-2016
Cascade Property - RE Taxes	\$ 43,872.33		2009-2016
Lot 1 Property Taxes 16-17	\$ 3,025.08		formerly portion of Cascade Property
Lot 2 Property Taxes 16-17	\$ 2,860.80		formerly portion of Cascade Property
Lot 3 Property Taxes 16-17	\$ 3,279.87		formerly portion of Cascade Property
Lot 4 Property Taxes 16-17	\$ 4,269.97		formerly portion of Cascade Property
Lot 5 Property Taxes 16-17	\$ 3,599.47		formerly portion of Lamontagne Property

## Exhibit "B" - ABDC Expenses

Lot 6 Property Taxes 16-17	\$ 7,861.62	formerly portion of Lapointe Property
Lot 7 Property Taxes 16-17	\$ 2,546.79	formerly portion of Lamontagne Property
Lot 8 Property Taxes 16-17	\$ 7,748.75	formerly portion of Lapointe Property
Lamontagne Property Taxes 16-17	\$ 229.09	remaining acreage of Lamontagne Property
Berwick Property Taxes 16-17	\$ 920.82	
	\$ 148,146.25	
<b>REMAINING RE TAXES IN 16-17</b>		
Lot 1 Property Taxes 16-17	\$ 3,025.08	
Lot 2 Property Taxes 16-17	\$ 2,860.80	
Lot 3 Property Taxes 16-17	\$ 3,279.87	
Lot 4 Property Taxes 16-17	\$ 4,269.97	
Lot 5 Property Taxes 16-17	\$ 3,599.47	
Lot 6 Property Taxes 16-17	\$ 7,861.62	
Lot 7 Property Taxes 16-17	\$ 2,546.79	
Lot 8 Property Taxes 16-17	\$ 7,748.75	
Lamontagne Property Taxes 16-17	\$ 229.09	
Berwick Property Taxes 16-17	\$ 920.82	
	\$ 36,342.24	

<b>Total ABDC-AEC Expenses as of 6/2017</b>	<b>\$ 827,284.97</b>
---	----------------------

Exhibit "C"

City of Auburn, Maine  
"Maine's City of Opportunity"

Office of Planning & Development

Date: 03/14/2016

Alan Schuetz, Jr., P.E.  
Project Engineer  
U.S. Department of Commerce  
Economic Development Administration  
601 Walnut Street – Suite 140 South  
Philadelphia, PA 19106

Re: EDA Award Number: 01-01-14171 Auburn, ME

Subject: **Income Reutilization Plan** (S.A.C. #10)

Dear Mr. Schuetz:

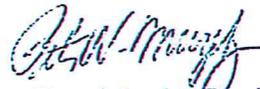
The City of Auburn (lead recipient) and the Auburn Business Development Corporation (co-recipient) agree to use the income generated from the project facility in the following order of priority:

- a. Administration, operation and maintenance of the project facilities for their useful life in a manner consistent with good property management practice and in accordance with the established building codes. This may include, where applicable, the repayment of indebtedness resulting from any legal encumbrance (e.g. mortgage) on the EDA-assisted project facility.
- b. Economic development activities that are authorized for support by EDA provided such activities are within the designated area.

Sincerely yours,



Mr. Howard Kroll, City Manager  
Auburn, Maine



Peter Murphy, President  
Auburn Business Development Corporation

**Exhibit "D"- ABDC agreed upon costs**

ABDC Expenses Auburn Enterprise Center as of 2/28/2017	ABDC Expenses as of 02/28/2017	ABDC Agreed upon costs as of 09/06/2017
<b>ACQUISITION</b>		
Lapointe Property	\$ 92,009.60	\$ 92,009.60 purchased 2004
Lamontagne Property	\$ 25,356.41	\$ 25,356.41 purchased 2004
Cascade Property	\$ 235,892.96	\$ 235,892.96 purchased 2009
Berwick Property	\$ 133,835.77	\$ 133,835.77 purchased/financed 2011
	\$ 487,094.74	\$ 487,094.74
<b>DEBT SERVICE</b>		
Berwick Property	\$ 35,565.33	\$ 35,565.33 Actual 2011-2016; \$120,000/20 yrs. @ 6%
Berwick Property	\$ 50,766.81	\$ 50,766.81 Projected interest 2017-2031
	\$ 86,332.14	\$ 86,332.14
<b>PROFESSIONAL SERVICES</b>		
Legal Services	\$ 27,630.63	\$ 27,630.63 2012-2015; McKay easement, subdivision, deed restrictions, etc.
Technical Services	\$ 29,403.69	\$ 29,403.69 2008-2015; Engineering, environmental
Construction Services	\$ 3,400.00	\$ 3,400.00 2016; gate, cap re: pond
Marketing	\$ 5,086.79	\$ 5,086.79 2009-2015; signage, website
Miscellaneous	\$ 3,848.50	\$ 3,848.50
	\$ 69,369.61	\$ 69,369.61
<b>REAL ESTATE TAXES</b>		
Lamontagne Property - RE Taxes	\$ 22,994.99	\$ 11,497.50 2004-2016
Lapointe Property - RE Taxes	\$ 36,930.23	\$ 18,465.12 2004-2006
Berwick Property - RE Taxes	\$ 8,006.46	\$ 4,003.23 2011-2016
Cascade Property - RE Taxes	\$ 43,872.33	\$ 21,936.17 2009-2016
Lot 1 Property Taxes 16-17	\$ 3,025.08	\$ 1,512.54 formerly portion of Cascade Property
Lot 2 Property Taxes 16-17	\$ 2,860.80	\$ 1,430.40 formerly portion of Cascade Property
Lot 3 Property Taxes 16-17	\$ 3,279.87	\$ 1,639.93 formerly portion of Cascade Property

**Exhibit "D"- ABDC agreed upon costs**

Lot 4 Property Taxes 16-17	\$	4,269.97	\$	2,134.99	formerly portion of Cascade Property
Lot 5 Property Taxes 16-17	\$	3,599.47	\$	1,799.74	formerly portion of Lamontagne Property
Lot 6 Property Taxes 16-17	\$	7,861.62	\$	3,930.81	formerly portion of Lapointe Property
Lot 7 Property Taxes 16-17	\$	2,546.79	\$	1,273.39	formerly portion of Lamontagne Property
Lot 8 Property Taxes 16-17	\$	7,748.75	\$	3,874.37	formerly portion of Lapointe Property
Lamontagne Property Taxes 16-17	\$	229.09	\$	114.55	remaining acreage of Lamontagne Property
Berwick Property Taxes 16-17	\$	920.82	\$	460.41	
	\$	148,146.25	\$	74,073.12	
<b>REMAINING RE TAXES IN 16-17</b>					
Lot 1 Property Taxes 16-17	\$	3,025.08	\$	3,025.08	
Lot 2 Property Taxes 16-17	\$	2,860.80	\$	2,860.80	
Lot 3 Property Taxes 16-17	\$	3,279.87	\$	3,279.87	
Lot 4 Property Taxes 16-17	\$	4,269.97	\$	4,269.97	
Lot 5 Property Taxes 16-17	\$	3,599.47	\$	3,599.47	
Lot 6 Property Taxes 16-17	\$	7,861.62	\$	7,861.62	
Lot 7 Property Taxes 16-17	\$	2,546.79	\$	2,546.79	
Lot 8 Property Taxes 16-17	\$	7,748.75	\$	7,748.75	
Lamontagne Property Taxes 16-17	\$	229.09	\$	229.09	
Berwick Property Taxes 16-17	\$	920.82	\$	920.82	
	\$	36,342.24	\$	36,342.24	
<b>Total ABDC-AEC Expenses as of 6/2017</b>		<b>\$</b>	<b>827,284.97</b>	<b>\$</b>	<b>753,211.85</b>



James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 97-10162017

ORDERED, that the City Council hereby authorize the City Manager to sign the Memorandum of Understanding between the City of Auburn and the Auburn Business Development Corporation, dated October 16<sup>th</sup>, 2017.



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** October 16, 2017

**Order:** 98-10162017

**Author:** Sue Clements-Dallaire, City Clerk

**Subject:** Automobile Graveyard/Junkyard permit renewal for Don's No Preference Towing, DBA Morris Auto Parts & Sales located at 940 Washington St. N

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**Information:** This is an annual renewal of currently existing Automobile Graveyard/Junkyards in Auburn. Reminder letters and applications were sent out 08/03/2017. Inspections have been made. Council approval is required for renewal of these licenses. Because this is considered a renewal, it *does not* require a public hearing. Inspections have been conducted by the Code and Fire Departments and have passed inspection with the condition by the Code office that a section of the fence be repaired.

Title 30-A, Sec. 3754 states "*Municipal officers or county commissioners, as provided for in section 3753, shall hold a public hearing before granting a permit to establish a new automobile graveyard, automobile recycling business or junkyard and may hold public hearings annually regarding the relicensing of these facilities*".

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**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Consider renewal.

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**Previous Meetings and History:** This is an annual renewal. It was originally presented to Council on September 11, 2017. At that time, the screening/fencing requirements had not been met and Council voted to postpone action until 9/18/2017. On 9/18/2017, the screening/fencing still was not in compliance and Council voted to renew under the condition that those requirements were met by 9/30/2017. Again, the owner did not meet the screening requirement by that date. Staff hand delivered a letter to the owner on 10/3/2017 and had follow up meetings on 10/4/2017 and 10/10/2017 to check on the progress and a final inspection will be done on 10/16/2017 to determine if they are in compliance.

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**Acting City Manager Comments:**

I concur with the recommendation. Signature: Denise M. Clavette

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**Attachments:**

1. Automobile Graveyard/Junkyard application
2. Memo
3. Order



Auto Salvage

### AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT APPLICATION

\*\*\*\*\*

To the City of Auburn, County of Androscoggin, Maine:

I/We Donald Sturmain hereby  
Make application for a permit to establish, operate or maintain an Automobile Graveyard and/or  
Junkyard at the following described location and in accordance with the provisions of Title 30-A  
MRSA Sections 3751-3760.

Physical Address: 940 WASHINGTON ST N.

Mailing Address: PO Box 283  
Auburn ME 04812-0283

Phone Number: 207 7844619 OR 207 7847374

E-Mail: donaldst@yaho.com

#### Answer all questions in full.

1. Where is the location of the Automobile Graveyard and/or Junkyard?  
940 WASHINGTON ST N.

2. Is this application made by or for a company, partnership, corporation or individual:  
\_\_\_\_\_

3. Is this property leased? No Property owned by: Donald Sturmain  
Address: 940 WASHINGTON ST N.

4. How is "yard" screened?  
 Fence (type) wood Height: 6' & 7' Red TRUCK  
 Trees (type) \_\_\_\_\_



City of Auburn, Maine

Office of The City Clerk
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

- Embankment:
Gully:
Hill:
Other:

- 5. How far is edge of "yard" from center of highway? 40 feet
6. Can junk be seen from any part of highway? Yes ? No NO
7. Were Junkyard Law, Requirements and Fees explained to you? Yes X No
8. Is any portion of this "yard" on public property? Yes No X
9. Is "yard" within 300 feet of a Public Park, Public Playground, Public Bathing Beach, School, Church or Cemetery? Yes No X

- 10. When was "yard" established? 1938 By whom? MORRIS BAKER
11. When was last permit issued? 2017 By whom? DONALD STUBBINS

The undersigned certified that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or that he/she has been duly authorized by the owner, individual, partnership, company or corporation to make this application and to receive the permit under the law.

Signed by: [Signature] for: DONALD B.A. MORRIS Auto Parts & Sales
Address: 940 WASHINGTON ST. N

Make complete sketch of "yard". Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route Number or Local Road Name. Name of nearest City/Town in each direction. Distance from nearest intersection, bridge or other known reference point.

Tax Map No. \_\_\_\_\_

Lot No. \_\_\_\_\_

Zone \_\_\_\_\_

Check correct direction:

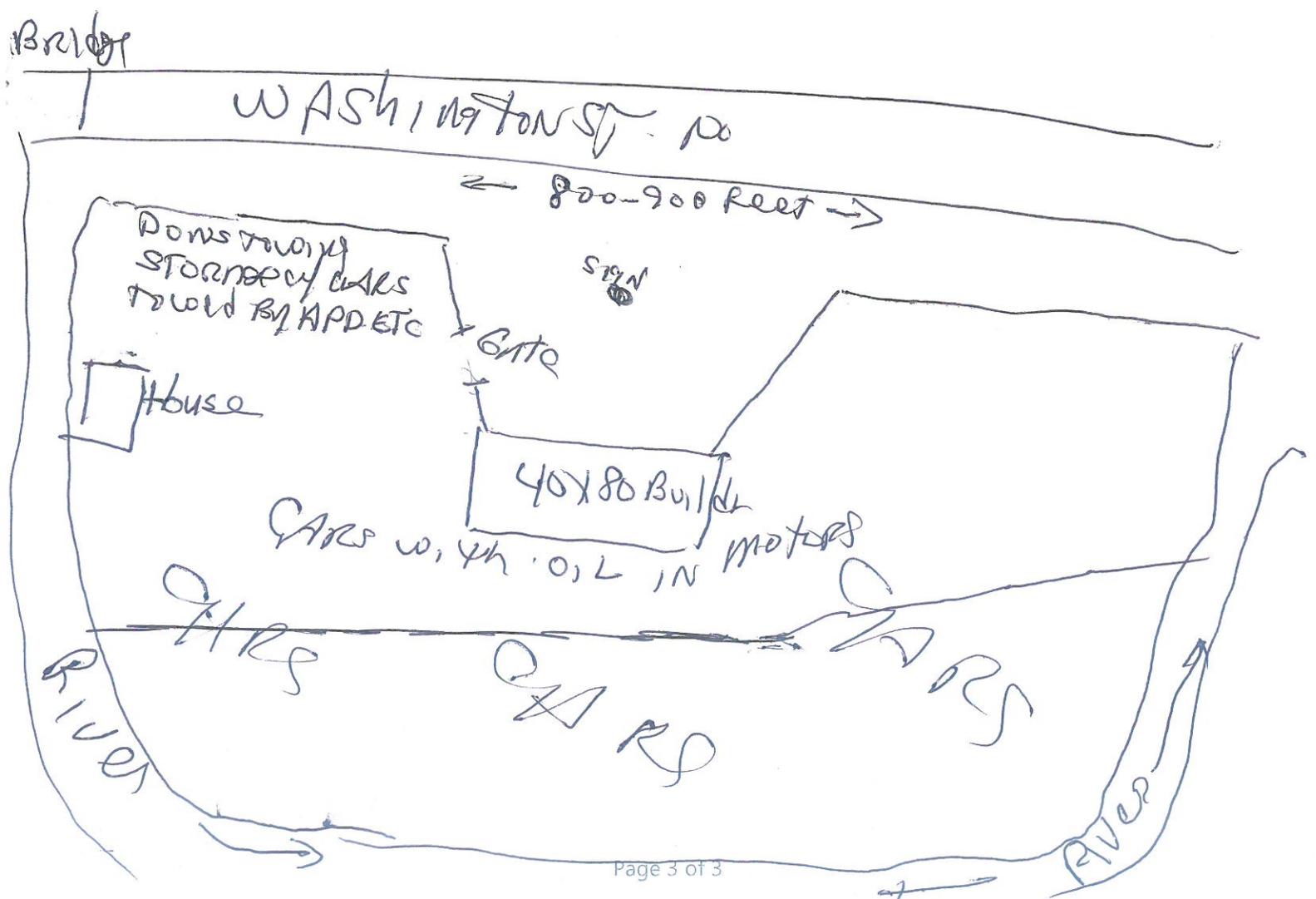
- North
- East
- West
- South

1 copy of application to City

1 copy of application to Applicant

1 copy of application to State Police, Augusta

1 Copy of application to Dept. of Transportation, Augusta (Right of Way Division)





## City of Auburn, Maine

Office of Economic & Community Development

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

To: Mayor and City Council  
From: Michael Chamings, Director of Economic and Community Development  
Re: Morris Auto Parts - 940 Washington Street Junkyard/Auto Graveyard Permit  
Date: October 12, 2017

During the September 18<sup>th</sup> City Council meeting, the City Council voted not to approve Morris Auto Parts' license renewal unless they met State screening requirements by September 30<sup>th</sup>, 2017; the State screening requirements were not met by that date.

On October 3<sup>rd</sup> I hand delivered to Mr. St. Germaine a notice that his license had expired (see attached), provided him a copy of the State's screening requirements and explained the improvements needed for a municipal license to be issued.

I have conducted site visits on October 4<sup>th</sup> and October 10<sup>th</sup> to monitor their progress and answer any of their questions. I will conduct a final inspection of the site on October 16<sup>th</sup>; I do anticipate that they will be in compliance at that time.



OCTOBER 3, 2017

Morris Auto Parts  
C/O Donald St. Germaine  
940 Washington ST. N  
Auburn, ME 04210

RE: 940 Washington Street Junkyard/Auto Graveyard Permit, PID # 170-020

Dear Mr. St. Germaine:

It has come to the attention of this office that violation(s) of Chapter 14 - Business Licenses and Permits of the Code of Ordinances of the City of Auburn, hereafter referred to as the (Code), and violations of Title 30-A MRSA Sections 3751-3760 exist at:

940 Washington ST. N.  
AUBURN, ME 04210  
PID # 170-020

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As you are aware, State Statutes and local Code prohibit a person from operating or maintaining an automobile graveyard or junkyard without first obtaining a permit from the municipal officers. State law also establishes certain operating standards that a junkyard must follow in order to obtain a municipal permit, including screening requirements, and further prohibits a municipality from issuing a license if those standards are not met. The condition of screening at 940 Washington Street has deteriorated over time and various materials have been used to make substandard repairs over the years. As required by State Law, the City Council voted not to approve your license renewal unless you met the screening requirements by September 30, 2017. On September 29, 2017 you proposed a plan to remove a portion of the fencing to reuse the materials to repair another portion of the fencing and to use "overseas shipping containers" to replace the screening on the northern side of the property. While this may be possible, it is beyond the deadline established by the City Council, the improvements have not been completed and your license has expired.

City staff has provided a copy of the State Law screening requirements and explained the improvements needed for a municipal license to be issued on three occasions between August 10<sup>th</sup> and October 2, 2017. It is important that the proposed screening meet the requirements Title 30-A MRSA Section 3754 A.1 which reads as follows:

***§3754-A. LIMITATIONS ON GRAVEYARD, AUTOMOBILE RECYCLING BUSINESS AND JUNKYARD PERMITS***

1. *Highways; Interstate System and Primary System.* A permit may not be granted for an automobile graveyard or junkyard within 1,000 feet of the right-of-way of any highway incorporated in both the Interstate System and Primary System or within 600 feet of the right-of-way of any other highway, except for:

A. *Those automobile graveyards or junkyards that are kept entirely screened from ordinary view from the highway at all times by natural objects, plantings or fences. Screening required by this paragraph must be:*

- (1) At a height, density and depth sufficient to accomplish complete screening from ordinary view;*
- (2) Well constructed and properly maintained at a minimum height of 6 feet;*
- (3) Placed outside of the highway right-of-way; and*
- (4) Acceptable to the municipal officers or county commissioners; and [2003, c. 312, §9 (NEW).]*

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In accordance with the above referenced State Law and Code requirements, you are hereby ordered to complete the required screening improvements by October 16, 2017 at 1:00 PM. An inspection of the work for compliance with the above noted standards will be completed after that time to inform the Council of your progress at their next meeting at 7:00PM or soon thereafter on October 16<sup>th</sup>. If you comply promptly it may be possible to obtain approval of a license on that date, however, continued operation the business after October 1, 2017 without the required license is in violation of State Law and Local Code. Your prompt attention to this matter is advised to avoid legal action. It is our sincere desire to work with you on the correction of these conditions.

In the event that you do not comply with this order, this office may issue a citation pursuant to Chapter 2, Article VIII of the aforementioned Code. Said citation shall require you to pay a penalty of one hundred and five dollars (\$105.00) for the first citation and you will be reordered to abate the outstanding violations in the previous Notices and Orders. In the event that you do not comply with the first citation, additional citations may be issued. The second citation imposes a civil penalty of two hundred and ten dollars (\$210.00), the third is four hundred and twenty dollars (\$420.00), the fourth and subsequent citations are eight hundred and forty dollars (\$840.00), and penalties are cumulative. In the future, if any of the above violations are repeated, you are not entitled to receive any further notification, and this office may serve you with a citation.

In lieu of or in addition to the issuance of citations, this office may initiate a land use complaint pursuant to 30-A M.R.S.A. § 4452 et seq. as amended, and M.R. Civ. P. 80K. A judgment from such a lawsuit in the City's favor will result in a court order that any violations be abated, the imposition of a mandatory fine of between one-hundred dollars (\$100.00) and two-thousand five-hundred dollars (\$2,500.00) per violation, per day, and the payment of court costs and the City's legal fees.

This notice is a warning only and therefore represents potential rather than actual enforcement of the ordinance and State Law provisions listed above. Administrative reviews of potential enforcement actions result in advisory opinions only, and therefore do not permit subsequent judicial review. This notice is therefore not open to administrative appeal. However, commencement of actual enforcement action of the sort listed above for failure to correct the violation(s) as requested, if any, shall give rise to a right to appeal that action directly. Such

right shall not arise until and unless enforcement action actually commences. Any and all potential act(s) of enforcement as referenced above shall include written notice of your right to appeal. That notice shall specifically outline municipal procedure, and reference Maine civil procedure, for use in the event an administrative appeal is desired.

If you have any questions about what you need to do to comply with this Notice and Order please contact this office immediately. I can be reached directly at (207)333-6601 Ext.1218

Sincerely,

Michael Chammings  
Director of Economic and Community Development  
**City of Auburn**  
60 Court Street  
Auburn, ME 04210  
(207) 333-6601 Ext. 1218  
mchammings@auburnmaine.gov

James Pross, Ward One  
Robert Stone, Ward Two  
Andy Titus, Ward Three  
Adam R. Lee, Ward Four



Leroy Walker, Ward Five  
Grady R. Burns, At Large  
David C. Young, At Large

Jonathan P. LaBonte, Mayor

IN CITY COUNCIL

ORDER 98-10162017

ORDERED, that the City Council hereby approves the annual renewal request for an Auto Graveyard/Junkyard permit for Don's No Preference Towing of L/A, Inc., dba Morris Auto Parts, 940 Washington St. North.