



City Council Workshop & Meeting  
Agenda  
June 15, 2026  
Auburn Hall, Council Chambers

**5:30 PM Workshop**

- Mobile Home Rent Stabilization

**7:00 PM Meeting**

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

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

- 1) **ORDER 56-06152026** – Confirming Chief Moen’s appointment of Jared Brewer as Constable with firearm for the Auburn Police Department.
- 2) **ORDER 57-06152026** – Appointing Bryan Bachelder as Local Sealer of Weights and Measures for a term that expires 6/30/2027.

**II. Minutes** – June 1, 2026 Regular Council Meeting

**III. Communications, Presentations and Recognitions**

- Recognizing Mubarik Abdulahi, Senior Student Representative
- Project Support You (PSY) Update
- Certified School Budget Validation Referendum Election Results (June 9, 2026)

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

**V. Unfinished Business**

1. **ORDINANCE 11-06012026** – Replacing Complete Streets Committee with Parking and Traffic Safety Committee. *Second reading/public hearing. ROLL CALL VOTE. Passage requires majority vote.*

## VI. New Business

1. **ORDINANCE 12-06152026** - Amending Chapter 14, "Business Licenses and Permits", of the City's Code of Ordinances, to adopt regulations regarding syringe service programs. *First reading. ROLL CALL VOTE. Passage requires majority vote.*
2. **RESOLVE 03-06152026** – Adoption of Auburn Housing Production Targets (2026–2030). *Passage requires majority vote.*
3. **ORDER -58-06152026** – Authorizing the City Manager to execute the Collective Bargaining Agreement with the Auburn Fraternal Order of Police Patrol and Detective Unit effective 07/01/2026. *Passage requires majority vote.*

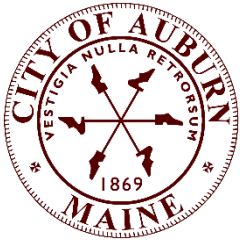
## VII. Reports

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

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

IX. **Executive Session** pursuant to 1 M.R.S.A. Section 405(6) (C) for discussion of an economic development matter where premature disclosures of the information would prejudice the competitive or bargaining position of the City. *No action to follow.*

X. **Adjournment**



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

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

**Subject:** Draft Mobile Home Rent Stabilization Ordinance

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**Information:** On February 2, 2026 the City Council adopted Ordinance 04-01202026, a moratorium on rent increases in mobile home parks, to allow time to develop a draft ordinance. The draft ordinance is designed to protect mobile home park residents from unreasonable lot rent and fee increases, recognizing that mobile home parks provide an important source of unsubsidized affordable housing. In response to constituent concerns, Councilors and the Mayor held a public forum on March 17, 2026, where mobile home park residents and owners discussed recent rent increases, their impacts on both residents and park owners, and shared information to help guide potential ordinance options.

The resulting draft is attached for Council consideration.

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**City Budgetary Impacts:** Potential staff time and legal fees for managing a new board and enforcement of the ordinance if voluntary compliance cannot be achieved.

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**Previous Meetings and History:** January 20, 2026 City Council, February 2, 2026 City Council and March 17, 2026 Public Forum.

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**City Manager Comments:** *Phillip Crowell Jr.*

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**Attachments:** Summary of Ordinance and draft Mobile Home Rent Stabilization Ordinance

## Summary of Draft Mobile Home Park Ordinance

### Purpose and Scope

- The ordinance is intended to protect mobile home park residents from unreasonable lot rent and fee increases, recognizing mobile home parks as a source of unsubsidized affordable housing.
- It applies to all mobile home parks in the City except those owned by a resident cooperative or similar member-owned entity.

### Rent Stabilization Board

- A three-member Rent Stabilization Board is established, composed of the City Finance Director, the Auburn Housing Authority Finance Director, and a city resident with business/financial expertise.
- Two alternate members that are city residents with business/financial expertise are also appointed.
- In addition to other applicable conflict of interest provisions, members with a conflict of interest (ownership, employment, or tenancy in a mobile home park) are disqualified from serving.
- May adopt bylaws governing submission requirements and rules of procedure related to its review of petitions.
- The Board must submit an annual report to the City Council by January 31 each year.

### Base Rent

- **Base Rent** is the total amount charged for a mobile home lot and includes two components which may be described as a lump sum or itemized separately:
  - **Rent:** the charge for temporary use of the lot itself.
  - **Fees:** charges strictly limited to water, sewer, solid waste disposal, and grounds maintenance.

### Additional Fees

- Any other charges beyond the base rent.
- Additional Fees require advance approval from the Rent Stabilization Board.
- No additional fees may be charged after December 31, 2026, without Board approval.

## **Base Rent and Additional Fees Increase Limitations**

- The baseline for base rent and additional fees is frozen at the rate in effect as of February 2, 2026.
- Park owners may raise base rents or additional fees no more than once per 12-month period, effective January 1 of each year.
- The maximum annual increase is capped at the lesser of the CPI (Northeast Urban Consumers: Rent of Primary Residence) or 5%, whichever is lower.

## **Petition Process for Greater Increases**

- A park owner may petition the Board for a base rent, additional fee, or capital improvement increase above the cap to cover increased operating expenses (such as taxes, insurance, utilities, maintenance) or eligible capital improvements.
- Petitions must be filed by August 1 prior to the January 1 effective date.
- For capital improvement petitions, the owner must demonstrate direct resident benefit, document total costs, useful life, and a rate of return calculated as the 10-year U.S. Treasury yield plus 2 percentage points.

## **Notice Requirements**

- Park owners must provide residents at least 90 days' notice before any rent or fee increase takes effect, including the dollar amounts and types of increases.

## **Vacancy Rent**

- When a lawful vacancy occurs, a park owner may reset base rent to any amount for that lot, establishing a new baseline.

## **Notices of Violation**

- A park owner may not implement any rent or fee increase while the park is subject to a final land use notice of violation.

## **Appeals**

- Both park owners and affected residents may appeal Board decisions to Superior Court within 45 days, under Maine Rule of Civil Procedure 80B, based solely on the record before the Board.

## MOBILE HOME PARK RENT STABILIZATION ORDINANCE

### Sec. 1.- Purpose

The purpose of this ordinance is to protect residents living in mobile home parks from unreasonable lot rent and fee increases. Mobile home parks represent a source of unsubsidized affordable housing, and mobile home park residents are particularly vulnerable to unreasonable rent and fee increases. This ordinance establishes a review process to ensure that rent and fee increases are reasonably tied to increases in the Consumer Price Index and a mobile home park's increased costs in maintaining and improving the park.

### Sec 2.- Definitions

- **Additional Fees:** "Additional Fees" means any charges not included in the definition of base rent that a mobile home park demands of a mobile home resident, or that a mobile home resident pays to a mobile home park. This includes charges for services other than water, sewer, solid waste disposal or grounds maintenance costs.
- **Administrator:** "Administrator" means the municipal official responsible for the administration and enforcement of this mobile home park rent stabilization ordinance. The Administrator shall be the City Manager or the City Manager's designee.
- **Base Rent:** "Base Rent" means the total amount of rent and fees charged by a mobile home park for any mobile home park lot as of a specific date. Base rent shall include rent and fees regardless of whether the fees are described as a lump sum or itemized separately.
- **Consumer Price Index (CPI):** "Consumer Price Index" or "CPI" means the Consumer Price Index for All Urban Consumers: Rent of Primary Residence in Northeast (CPI-U RPR Northeast Index), as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- **Fees:** "Fees" means charges to a mobile home resident by a mobile home park for water, sewer, solid waste disposal or grounds maintenance costs.
- **Mobile Home:** "Mobile Home" means a structure, transportable in one or more sections, which is 8 body feet or more in width and 32 body feet or more in length, is built on a permanent chassis, is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained in the structure.

- **Mobile Home Park:** "Mobile Home Park" means any parcel(s) of land under single or common ownership or control which contains, or is designed, laid out or adapted to accommodate, two or more mobile homes.
- **Mobile Home Park Lot:** "Mobile Home Park Lot" means the area of land on which an individual mobile home is situated within a mobile home park and which is reserved for use by the occupants of that home.
- **Mobile Home Resident:** "Mobile Home Resident" means an occupant of a mobile home who rents a mobile home park lot.
- **Park Owner:** "Park Owner" means a person, corporation or other entity that owns a mobile home park.
- **Rent:** "Rent" means charges to a mobile home resident by a mobile home park for the temporary use of a mobile home park lot.
- **Rent Increase:** "Rent Increase" means any additional base rent or additional fees demanded of, or paid by, a mobile home resident, and includes any reduction in services without a corresponding reduction in the amount demanded or paid for in base rent or additional fees.
- **Rent Stabilization Board:** "Rent Stabilization Board" means the municipal body appointed to hear and decide petitions for additional base rent or additional fee increases and other matters.

**Sec. 3.- Rent Stabilization Board.**

- A. Creation.** A Rent Stabilization Board shall be created and shall have the duties and authorities conferred by this ordinance.
- B. Membership.** The Rent Stabilization Board shall be comprised of three regular members, including the City Finance Director, the Auburn Housing Authority Finance Director, and a City resident with expertise in business or financial matters nominated by the City appointments committee and appointed by the City Council, and two alternate members who are City residents with expertise in business or financial matters nominated by the City appointments committee and appointed by the City Council.

No person having a conflict of interest may serve as a regular member or alternate member of the Board. A conflict of interest precluding service on the Board shall include having an ownership interest or employment role for any mobile home park or being a tenant in any mobile home park. In the event that the current City Finance Director or Auburn Housing Authority Finance Director is disqualified from serving on the Board under this paragraph, the City Manager

shall appoint another City or Auburn Housing Authority staff member with expertise in business or financial matters to serve in place of the disqualified individual.

All appointed members of the Board, other than the City Finance Director and Auburn Housing Authority Finance Director, shall serve staggered three-year terms from the date of their appointment and thereafter until their successors are appointed. At the time the initial appointments are made, the City Council shall assign each member to a term with one member appointed to a one-year term; one to a two-year term; and one to a three-year term.

Alternate members of the Board may participate and vote in Board proceedings if a regular voting member is incapable or unavailable to serve in regard to a particular matter or is disqualified from participation because of a conflict of interest with respect to a particular matter. The alternate member designated to participate and vote on a matter shall be selected by the chair of the Board.

- C. Officers.** At an organizational meeting to be held annually, or at any other time by majority vote of its membership, the Board shall select a Chair and Vice Chair.
- D. Bylaws.** The Board shall have authority to adopt bylaws governing submission requirements and rules of procedure related to its review of petitions for base rent or additional fee increases.
- E. Annual Report.** The Board shall submit a written report of its activities for the preceding year to the City Council on or before January 31 of each year.
- F. Staff Support.** The Administrator shall assist the Board with the preparation and posting of meeting agendas, the taking of minutes, and the drafting of correspondence or reports to the city council as needed.

#### **Sec. 4.- Base Rent and Additional Fees Increase Limitations**

- A. Limitation on number of base rent and additional fee increases:** A park owner may not implement an increase in base rent or additional fees more than once in any 12-month period. Any increase in base rent or additional fees shall be effective on January 1.
- B. Base Rent Calculation:** Except as provided herein, a park owner shall not demand, accept or retain base rent for a mobile home park lot that exceeds the base rent in effect for that lot on February 2, 2026.
- C. Additional Fees Calculation:** Except as provided herein, a park owner shall not demand, accept or retain additional fees that exceed the additional fees in effect for

that lot on February 2, 2026. A park owner shall not demand, accept or retain additional fees after December 31, 2026, unless such additional fees have been approved by the Rent Stabilization Board.

- D. Maximum Annual Increase formula:** Any annual increase in base rent or additional fees is limited to the lesser of (1) the posted annual percentage change in the CPI for the 12-month period ending on the June 30 preceding the January 1 effective date of the increase, or (2) five percent (5%) (Maximum Annual Increase).
- E. Greater Base Rent and Additional Fees Increase:** A mobile home park owner may petition the Rent Stabilization Board for approval of an increase in base rent or additional fees in excess of the maximum annual increase to cover (1) the cost of increased operating expenses such as taxes, insurance, utility charges and maintenance costs, and (2) the cost of capital improvements, in excess of those accounted for in the base rent, that directly benefit mobile home residents.
- F. Petition Requirements:** A park owner seeking to impose a base rent increase or additional fees increase greater than the maximum annual increase must submit a petition to the Rent Stabilization Board. The petition must be filed by the August 1 prior to the January 1 effective date of the proposed increase and contain documentation that the increase is necessary to cover increased operating expenses or the cost of eligible capital improvements.
- G. Standards for Petition Review:** A mobile home park owner petitioning for a base rent increase or additional fees increase in excess of the maximum annual increase based on increased operating expenses must demonstrate to the Rent Stabilization Board that there are actual and reasonable operating expenses in excess of the maximum annual increase allowed that are necessary to maintain the existing level of services to the mobile home park residents or that are necessary to implement an increase in services that will have a direct benefit to the mobile home park residents.

A mobile home park owner petitioning for a base rent increase or additional fees increase in excess of the maximum annual increase based on increased eligible capital expenses must demonstrate to the Rent Stabilization Board (1) that the requested increase is not accounted for in the base rent; (2) that the capital improvement will have a direct benefit to the mobile home park residents; (3) the total capital outlay required for the capital improvement; (4) the useful life of the capital improvement, as determined by generally accepted accounting principles or IRS depreciation schedules; (5) the total rate of return on the capital outlay over the useful life of the improvement calculated as the prevailing yield on ten-year U.S. Treasury securities plus two (2) percentage points, as published by the Federal Reserve at the time petition is filed; (6) the proposed increase in the base rent calculated as the total capital outlay plus the total rate of return on capital divided by

the useful life of the capital improvement divided by the number of sites in the mobile home park specified in the park's license issued pursuant to 10 M.R.S. §9082 of the Manufactured Housing Act.

**H. Notice Requirements:** A park owner shall provide notice of any increase in base rent or additional fees to the affected mobile home residents after the Board acts on any petition and no less than 90 days before the effective date of the increase. The notice must include:

1. The name, address, telephone number and e-mail address of the park owner; and
2. The amount of the increase separated by base rent and additional fees, in dollars, and the type of any increase.

**I. Vacancy Base Rent:** A park owner shall be permitted to increase base rent for a lot whenever a lawful vacancy occurs, and this amount shall be considered the new base rent for that mobile home park lot.

**J. Fees Allowed:** Fees charged by a mobile home park owner to a park resident shall be limited to charges for water, sewer, solid waste disposal or grounds maintenance costs. A park owner that seeks to impose a charge for other costs (Additional Fees) shall petition and obtain advance approval for the fee from the Rent Stabilization Board. The park owner shall have the burden of demonstrating to the Rent Stabilization Board that any additional fee is directly related to and proportionate to costs incurred by the mobile home park owner for providing the service funded by the additional fee.

**K. Notices of Violation:** A mobile home park owner may not implement a base rent increase or additional fees increase at any time that the mobile home park is subject to a land use notice of violation issued by an applicable enforcement authority that has become final following an appeal or expiration of the time for filing an appeal.

### **Sec. 5.- Applicability**

This ordinance applies to every mobile home park within the City except for mobile home parks owned by a cooperative or other entity in which membership is limited to mobile home park residents.

### **Sec. 6.- Appeals**

Decisions of the Rent Stabilization Board may be appealed to Superior Court by:

- A.** Park owners; or
- B.** Affected mobile home residents.

Appeals as described herein shall be filed with the Superior Court in accordance with

Maine Rule of Civil Procedure 80B within 45 days of the decision made by the Rent Stabilization Board. Appeals must be based solely on the record of the proceedings before the Rent Stabilization Board.

DRAFT



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** 6/15/2026

**ORDER 56-06152026**

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

**Subject:** Confirm Chief Moen's appointment of Jared Brewer as Constable with firearm for the Auburn Police Department.

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**Information:** The Auburn Police Department requests City Council appointment of Jared Brewer as Constable with Firearm for the City of Auburn.

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**City Budgetary Impacts:** None.

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**Previous Meetings and History:** None

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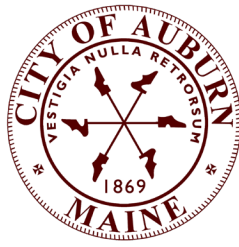
**City Manager Comments:**

*Phillip Crowell Jr.*

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

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**Attachments:**



**ORDER 56-06152026**

# City Council Order

IN COUNCIL

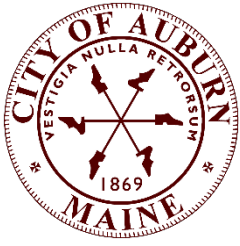
**ORDERED**, that Jared Brewer be and hereby is appointed as Constable with firearm for the Auburn Police Department.

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**Rachel B. Randall**, Ward One  
**Kelly L. Butler**, Ward Four  
**Belinda A. Gerry**, At Large

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

**Mathieu L. Duvall**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**ORDER 57-06152026**

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

**Subject:** Appointment of Bryan Bachelder as Local Sealer of Weights and Measures

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**Information:** The City Council initially appointed Bryan Bachelder as the City's local sealer of weights and measures in February 2019 and he has since been appointed annually to serve the City in this capacity. He is a retired Maine State Trooper with a history of weights and measures. Mr. Bachelder has successfully passed the national certification programs.

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**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Motion for passage.

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**Previous Meetings and History:** Annual appointment.

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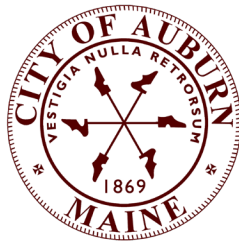
**City Manager Comments:**

*Phillip Crowell Jr.*

I concur with the recommendation. Signature:

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**Attachments:** ORDER



**ORDER 57-06152026**

# City Council Order

IN COUNCIL

**ORDERED**, that Bryan Bachelder be and hereby is appointed to serve as the Sealer of Weights and Measures for the City of Auburn with a term ending June 30, 2027.

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**Rachel B. Randall**, Ward One  
**Kelly L. Butler**, Ward Four  
**Belinda A. Gerry**, At Large

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

**Mathieu L. Duvall**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager

**City of Auburn  
City Council Meeting  
June 1, 2026**

Mayor Harmon opened the meeting at 7:00pm and led the assembly in the Pledge of Allegiance. All Councilors were present. Student Representative Abdulahi was absent.

**I. Consent Items**

- 1) ORDER 52-06012026 \* – Appointing Charles King to the Zoning Board of Appeals for an unexpired term that expires 5/1/2029, as nominated by the Appointment Committee.
- 2) ORDER 53-06012026\* – Appointing Robert Cavanagh and Diane Vincent to the Age Friendly Community Committee for terms that expire 6/1/2029, as nominated by the Appointment Committee.
- 3) ORDER 54-06012026\* – Appointing Joseph Grochmal to the Parks & Recreation Advisory Board for an unexpired term that expires 9/30/2026, as nominated by the Appointment Committee.
- 4) ORDER 55-06012026\* – Approving the license fee waiver request of \$200 for the Auburn Suburban Baseball & Softball concession stand during the 2026 season.

Councilor Gerry moved for passage, seconded by Councilor Walker. Motion passed 7-0.

**II. Minutes – May 18, 2026 Regular Council Meeting**

Councilor Randall moved for passage, seconded by Councilor Walker. Motion passed 7-0.

**III. Communications, Presentations and Recognitions**

- Legislative Sentiments from Sen. Bruce Bickford – District 20 recognizing Charlie DeAngelis for 46 years of service as the City Electrician and recognizing Denis Matthews for the 2025 Maine Fraternal Order of Police Presidents Award.

A memo from the City Manager’s office was provided to the Council regarding Maine Community Resilience Partnership Membership Renewal that read: “Every two years, enrolled communities in Maine’s Community Resilience Partnership are required to complete reenrollment steps to remain active in the Partnership and eligible for grant awards. Following reenrollment criteria, city staff has updated our Community Resilience Self-Evaluation and List of Community Actions. All materials for reenrollment were submitted to the state on May 29, 2026.”

**IV. Open Session**

None.

## **V. Unfinished Business**

1) ORDINANCE 09-05182026 – Amending Chapter 52, “Traffic and Vehicles”, of the City’s Code of Ordinances regarding parking changes respective to solid waste collection. *Amended and passed first reading May 18, 2026. Second reading/public hearing. ROLL CALL VOTE.*

Councilor Cowan moved for passage, seconded by Councilor Butler.

Mayor Harmon opened this item for public comment. There was no comment.

Motion passed 5-2 (Gerry, Walker).

2) ORDINANCE 10-05182026 – Amending Chapter 44, “Solid Waste”, of the City’s Code of Ordinances related to solid waste collection services. *Passed first reading May 18, 2026. Second reading/public hearing. ROLL CALL VOTE.*

Councilor Butler moved for passage with an amendment to Sec. 44-26 to remove the reference to the size of containers (“64 gallon”). Seconded by Councilor Randall. The reference to the number of gallons is removed so that the size is not limited during implementation of the program.

Motion passed 6-1 (Gerry).

## **VI. New Business**

1) ORDINANCE 11-06012026– Replacing Complete Streets Committee with Parking and Traffic Safety Committee. *First reading. ROLL CALL VOTE.*

Councilor Cowan moved for passage, seconded by Councilor Randall. Mayor Harmon opened the item for public comment. The following spoke:

Bilal Hussein, resident

Katherine Truitt, member of Complete Streets Committee

John Ruccolo, Shepley St

Mayor Harmon responded to resident questions regarding the specifics of the committee’s mission and continued work with the City of Lewiston.

Motion passed 7-0.

## **VII. Reports**

a. Mayor’s Report – Attended the Androscoggin County Commissioners meeting with the Assistant City Manager regarding consolidating 9-1-1 communications. A workshop will be held June 3<sup>rd</sup> on this topic. Thanked everyone who attended the LA Chamber of Commerce

awards night. Thanked all who attended the Memorial Day presentations at Veterans Park and for recognition of the veterans. Reminder that June 9 is election day for Maine State Primary and the School Budget. All polling locations will be open from 7am-8pm on June 9.

b. City Councilors' Reports – Councilor Gerry noted the recent meeting of the Appointment Committee. Councilor Randall noted the Auburn Public Library will hold a trivia night on June 16 at Lost Valley; the Maine Mill Project is complete and the ribbon cutting is scheduled for June 27. Councilor Cowan noted the new Public Safety Facility groundbreaking last Thursday. June 11 will be the first solid waste automation informational meeting for the public. Councilor Butler noted the Auburn Lewiston Airport is holding its first Tailwinds and Tailpipes car and air show event on June 13. Councilor Walker noted the Neighborhood Watch meeting on June 25 at Sixth Street Congregational Church.

c. Student Representative Report – Rep. Edwards noted a large graduation on May 30<sup>th</sup>; step up date is next week and spring sports are finishing up; a reminder to students, if you're 17 and going to be 18 by election day (November 3) you can vote in this Primary on June 9.

d. City Manager Report – Information about solid waste automation will be posted to the website. Informational meetings will be held over the next few weeks. Please call Public Works with any questions. Roll out is scheduled for July 13.

#### **VIII. Open Session**

None.

**IX. Executive Session;** will not be held tonight.

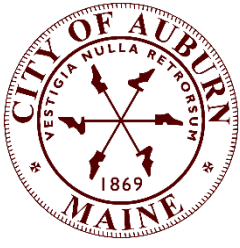
#### **X. Adjournment**

Motion to adjourn by Councilor Walker, seconded by Councilor Randall.

Motion passed 7-0; adjourned at 7:46pm.

**A TRUE COPY ATTEST**

Emily F. Carrington, City Clerk



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**Author:** Jennifer Edwards, Public Health Manager, Department of Business & Community Development

**Subject:** Project Support You - Auburn

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**Information:** City of Auburn staff and Spurwink staff will provide an update on Auburn's Project Support You program.

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**City Budgetary Impacts:** No impact to current year adopted budget expected.

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**Staff Recommended Action:** N/A

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**Previous Meetings and History:** Originally presented at a City Council workshop on 3/21/2022. Order 83-06062022 was passed at the August 1, 2022 council meeting, approving the use of \$300,000 of ARPA Funding to create the Project Support You – Auburn two-year pilot program. City of Auburn Staff and Tri-County Mental Health Services staff provided an update to Auburn City Council on August 7, 2023.

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**City Manager Comments:** *Phillip Crowell, Jr.*

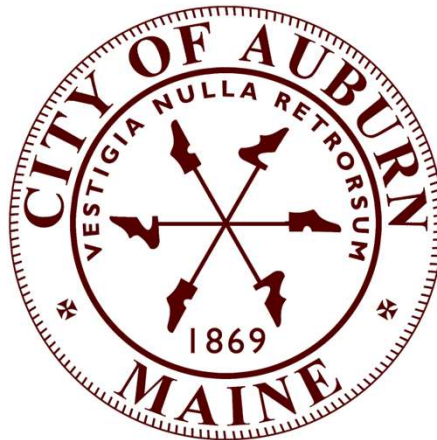
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**Attachments:** See attached information.

# Project Support You

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***A life-saving project***, staffed by Auburn PD, Auburn Fire & EMS and Spurwink Services



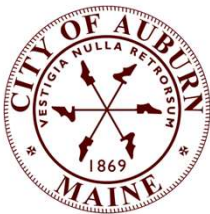
# Program Description

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A PSY Liaison is co-located with AFD and APD to respond **with** our first responder teams in real time in the community.

The PSY Liaison additionally follows up on needs identified by AFD and APD to connect individuals utilizing emergency services to needed community support providers.

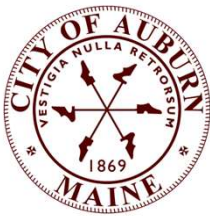
Auburn's PSY program began in February 2023, utilizing ARPA funding generously approved by the Auburn City Council to benefit individuals in need in our community.



# Homelessness Crisis

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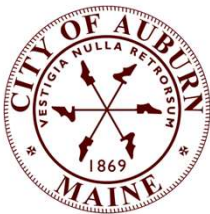
- Auburn's PSY Liaisons have made **235** contacts with unhoused or unstably housed individuals in 2025.
- About **37%** of that number are repeat contacts.



# McKinney Vento data for Auburn School Department, by school year (July 1-June 30):

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- 2019-2020: 58 students, 19 unaccompanied
- 2020-2021: 34 students, 8 unaccompanied
- 2021-2022: 113 students, 29 unaccompanied
- 2022-2023: 229 students, 48 unaccompanied
- 2023-2024: 234 Students, 46 of those were unaccompanied
- 2024-2025: 241 Students, 46 of those were unaccompanied
- 2025-2026: 137 Students identified as of 3/11/26, 33 unaccompanied
  - 111 days remaining for identification, through June 30th.



# **Project Support You (PSY)** Summary of Calls for Service for 2025

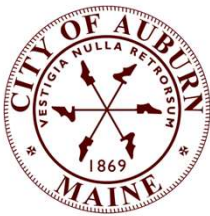
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**Number of Unique Individuals - 339**

**Total Calls for Service - 610**

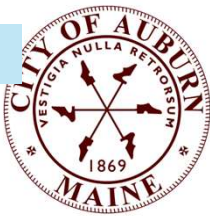
**Police Department Totals - 303**

**Fire Department Totals - 307**



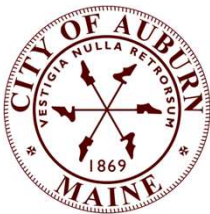
## Auburn PSY CFS 2025 – Top Calls for Service Types

<b>2025</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
PSY Follow Up	12	23	49	38	54	19	5	9	18	73	13	11	324
Medical Call	1		21	28	35						1		86
WellBeing	5	3	6	2	5		4	1	42	1	1	3	73
Psychiatric Problems	4	7	6		5				1		1		24
Community Contact	5	10	1		1				2			1	20
Children Troubles		2	5	2			4	1	3		1		18
Follow-up from AFD/APD referral	9	2	1	2					2				16
Police Information	5	1						1					7
Disturbances	1	3	2										6
Death Notification				4									4
Other Types Not Listed Above	9	4	8	2	4	1			4				32
<b>Total</b>	<b>51</b>	<b>55</b>	<b>99</b>	<b>78</b>	<b>104</b>	<b>20</b>	<b>13</b>	<b>12</b>	<b>72</b>	<b>74</b>	<b>17</b>	<b>15</b>	<b>610</b>



## Auburn PSY Type of Interventions and Referrals Made

<b>Intervention Type</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Total</b>
Spoke to individual	245	211	10	466
Spoke to family	17	19	1	37
Other	14	39	4	57
Medical Transport	12	10		22
N/A	10	8	3	21
Contacted support person	2	3		5
Criminal Process (Summons, warrant, arrest)		2		2
<b>Total</b>	<b>300</b>	<b>292</b>	<b>18</b>	<b>610</b>



**Number of Calls for Service  
by Presenting Problem**

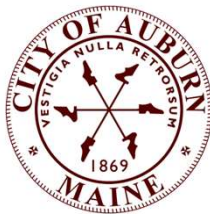
<b>Presenting Problem</b>	<b>Total</b>
Basic Needs (housing, food, etc.)	182
Medical Attention needed	83
Substance Abuse	71
Mental Health Symptom Decompensating	50
Behavioral Issues--youth	41
Other	33
Inability to care for self	25
Anxiety	25
Suicidal Ideation	22
Depression	17
Acute Stress	15
Behavioral Issues--adult	9
Grief and Loss	8
Psychosis	6
Automobile Accident	6
No medical Based Change in Mental Status	4
Self-Injury/Assaultive Behavior (not suicide/homicide)	3
Overdose (not suicide attempt)	3
Law enforcement/Criminal Matter	3
Public Safety	2
Domestic Abuse	2
Grand Total	610



## Number of Individuals Served and Housing Status

Housing Status	Total
Housed	324
Unsheltered Homelessness - (i.e: encampments, staying in car, etc.)	164
Housed currently, but at risk of homelessness (eviction, foreclosure, etc.)	48
Residing at a group home	25
Sheltered Homelessness - Currently residing at a shelter at night	17
Doubled Up/Couch Surfing	8
Residing at a residential treatment program	8
Other (not listed above)	10
Inpatient at hospital, has a residence in Auburn will be returning to upon discharge	3
Currently incarcerated but planning for re-entry back into the community with residence upon release	1
Currently incarcerated but planning for re-entry back into the community, unhoused upon release	1
Inpatient at hospital, will be homeless at discharge without proper supports or interventions	1
<b>Total</b>	<b>610</b>

Note: Numbers in red indicate individuals in housed situations





Auburn Police Department  
**Project Support You (PSY)**

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As of April 26, 2024, the department began systematically tracking and documenting all mental health-related calls. The data presented below reflects the date range of April 26 through October 1 for both 2024 and 2025.

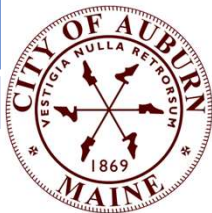
Year	Wellbeing Checks	PCF* Medical/Mental	Psychiatric Problem	Total MH-Related CFS**
2024	81	211	35	604
2025	68	227	29	522

*\*\*The total MH-Related CFS box includes all "Call Reasons" given by dispatch, not just the three above.\*\**

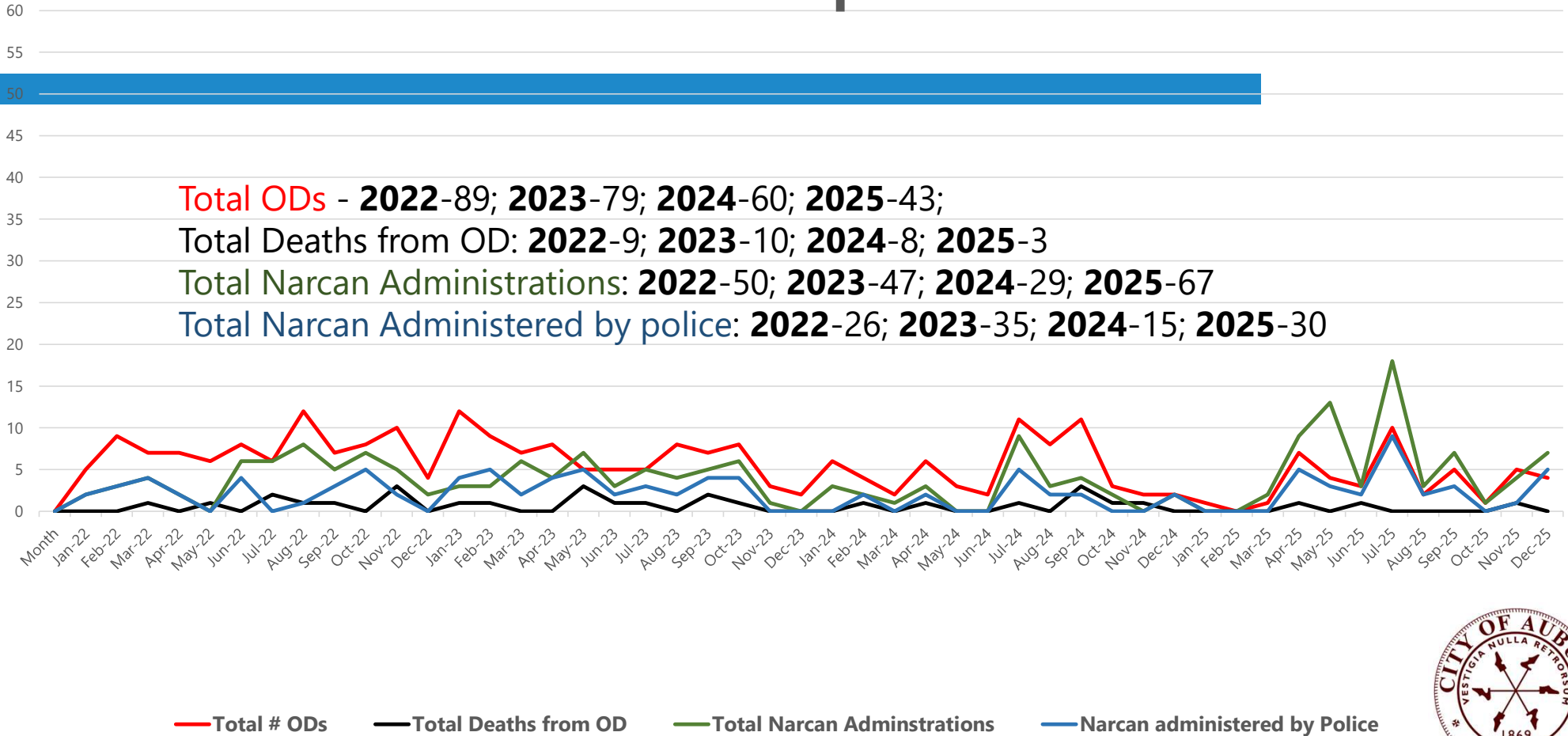
**The data below reflects year 2025:**

Year	Wellbeing Checks	PCF* Medical/Mental	Psychiatric Problem	Total MH-Related CFS
2025	131	467	64	1,069

\*PCF = Person Cared For



# APD Overdose Report 2022 - 2025





Auburn Fire Department

# Project Support You (PSY) **Department Calls for Service: 2025**

---



**Total Calls**

**6,378**



**Total EMS Related Calls**

**~ 5,084**



**Total Individual Patients**

**3188**



**Average 911 Calls by Individual**

**1**





Auburn Fire Department

## Project Support You (PSY)

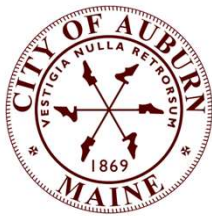
## Call Volume by Individual

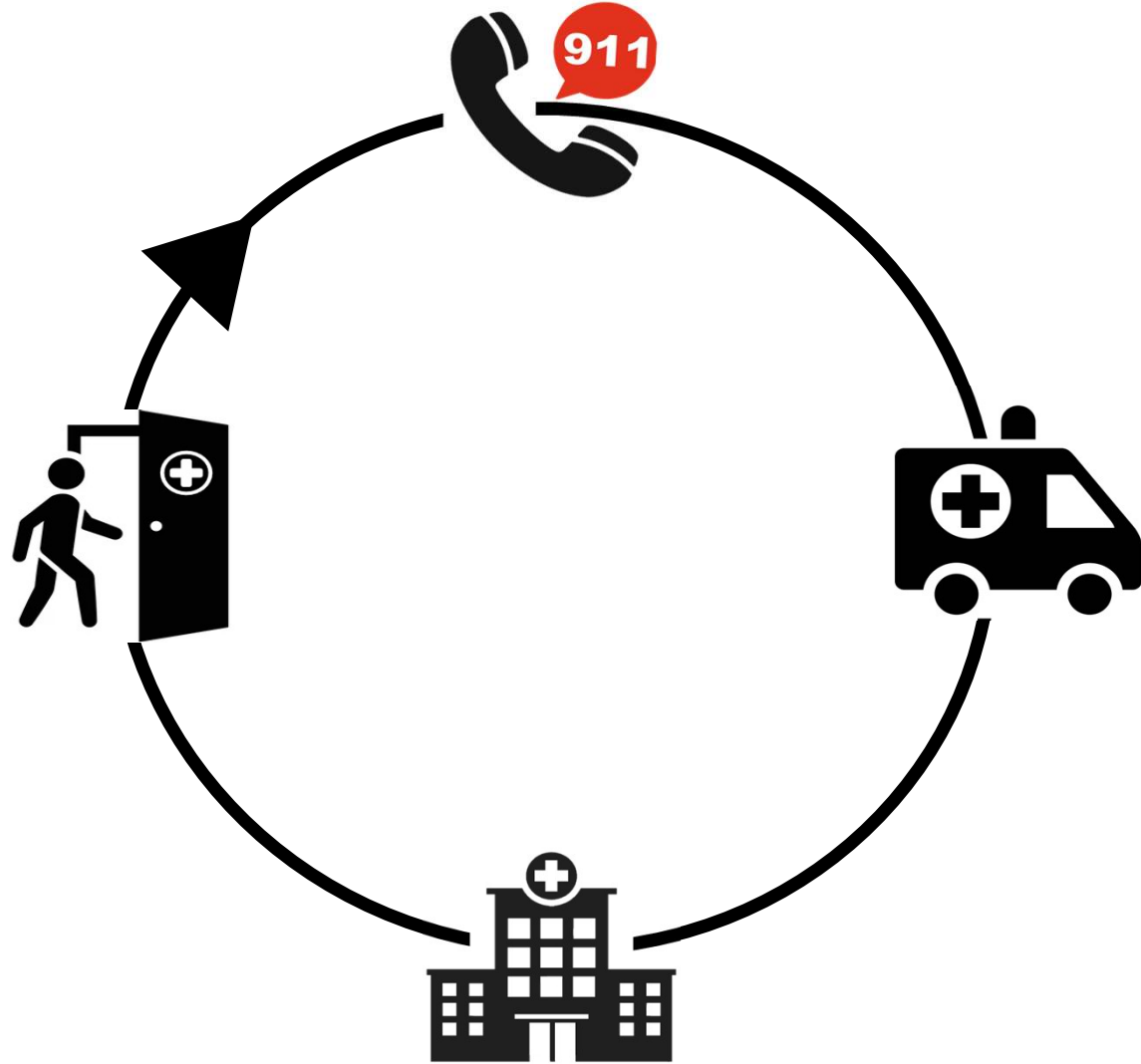


**Total Individual Patients**

**3188**

Call Volume	# of Individuals	% of Call Volume
> 9	15	6%
4 – 9	176	19%
3	168	10%
2	416	17%
1	2413	48%







Auburn Fire Department

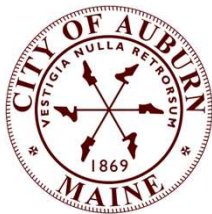
## Project Support You (PSY)

## Call Volume by Individual

ID		#Calls 2025	#Calls Prior to PSY	#Calls During PSY	# Calls After PSY
Case 1	MH, AUD	70	20	4	46
Case 2	MH/ Care	7	4	1	2
Case 3	MH, AUD	28	5	3	20
Case 4	MH/ Care	5	2	3	0
Case 5	AUD	8	1	4, 2*	1 (Between), 0 (After)
Case 6	MH/ Care	6	5	1	0
Case 7	MH/ Care	10	4	5**	1
Case 8	Homelessness	7	6	0	1

\* Individual connected with both PSY Workers

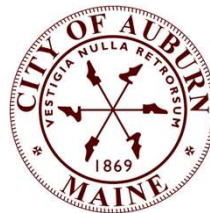
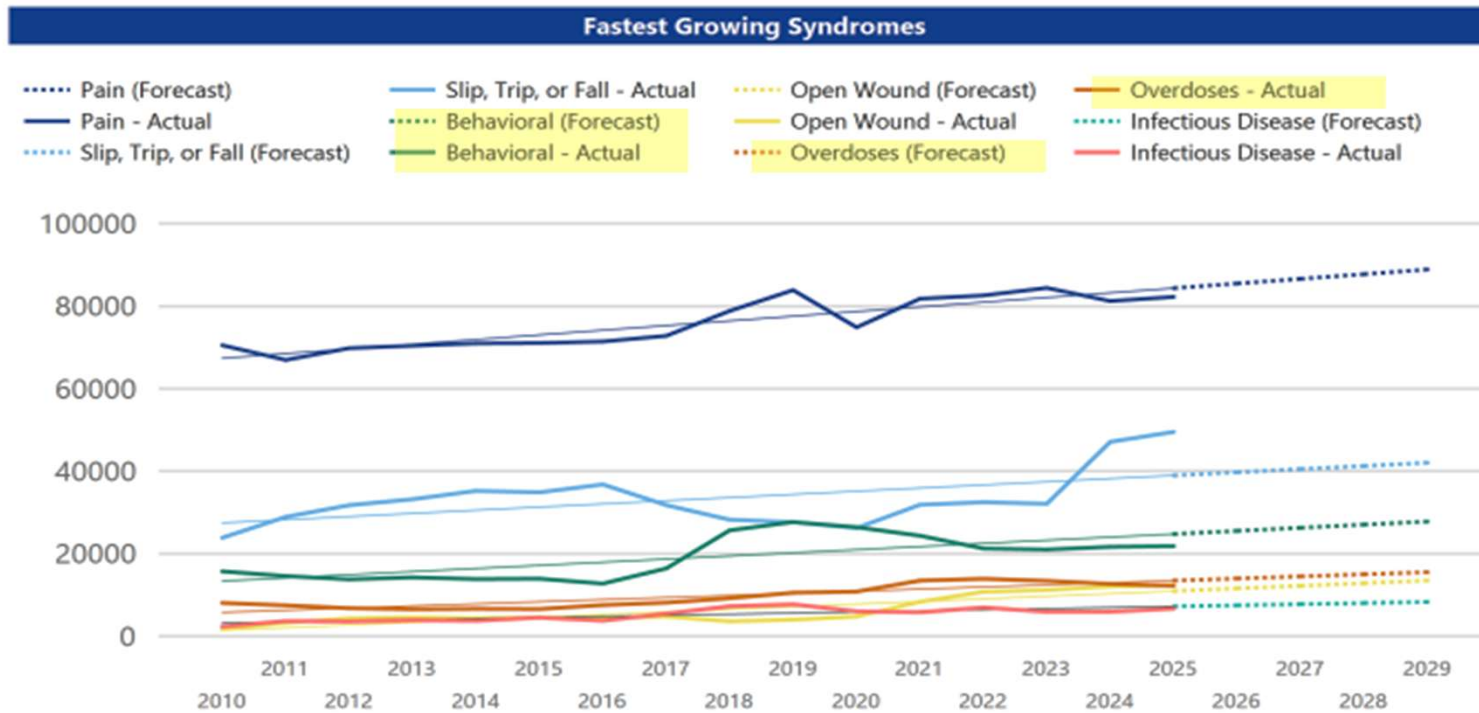
\*\* Calls During PSY were only in the initial month when contact was made





# Auburn Fire Department Project Support You (PSY)

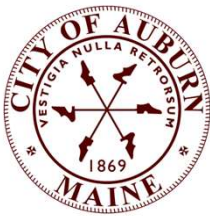
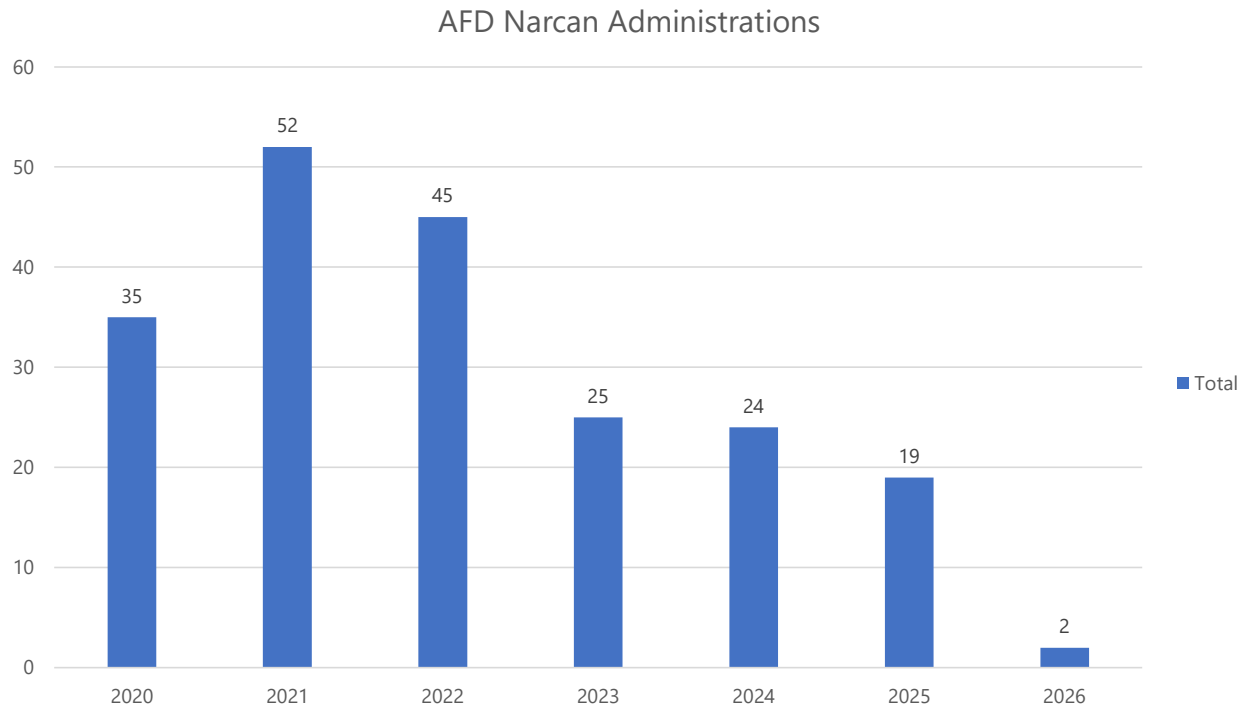
## 2025 Maine EMS Data Report





Auburn Fire Department  
**Project Support You (PSY)**

# **AFD Narcan Administrations**





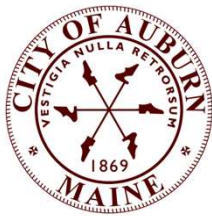
Auburn Fire Department

## Project Support You (PSY)

## AFD Clinical Impressions\*

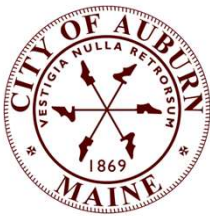
	<b>Alcohol Related</b>	<b>% of Tox CFS for year</b>	<b>Opioid Related</b>	<b>% of Tox CFS for year</b>
<b>2020</b>	134	58%	48	21%
<b>2021</b>	118	43%	84	31%
<b>2022</b>	116	48%	59	24%
<b>2023</b>	127	52%	52	21%
<b>2024</b>	98	52%	47	25%
<b>2025</b>	151	65%	38	16%
<b>Total</b>	<b>744</b>	<b>53%</b>	<b>328</b>	<b>23%</b>

\*Number of incidents with a primary or secondary clinical impression related to alcohol or drug use.

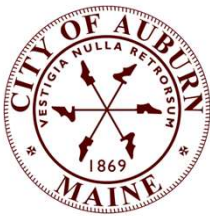


# Project Support You Success Snapshots

- Auburn Fire Department
- Spurwink
- Auburn Police Department



# Q&A



Total Number of Registered Voters:	15,675
Turnout Total:	4,553
Turnout Percentage:	29%

**CITY OF AUBURN OFFICIAL RESULTS - SCHOOL BUDGET VALIDATION  
REFERENDUM - JUNE 9, 2026**

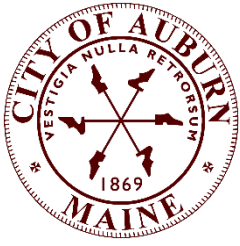
	Wards 1 & 2	Wards 3 & 4	Wards 3&4	Ward 5	Absentee	TOTAL
Question - To Approve the FY27 School Budget	Tabulator #1	Tabulator #1	Tabulator #2	Tabulator #1	Tabulator #1	
	1514	590	533	693	1223	4553
YES	1107	409	352	460	868	3196
NO	384	174	178	222	321	1279
Blanks (Overvotes/Undervotes)	23	7	3	11	34	78

**A TRUE COPY ATTEST**

*Erin J. Knight*  
**CITY CLERK**

**JUN 10 2026**





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**ORDINANCE 11-06012026**

**Author:** Phil Crowell, City Manager

**Subject:** Replace the Complete Streets Committee with a new Parking and Traffic Safety Committee

---

**Information:** On May 4, 2026, the proposed ordinance was brought before the council for consideration. Legal has reviewed the ordinance and made no substantive changes. The revised ordinance is being submitted for adoption and will replace the Complete Streets Committee language.

**Purpose of the Change**

This proposal recommends replacing the existing Complete Streets Committee with a newly structured **Parking and Traffic Safety Committee** to better address the City's growing needs around pedestrian safety, bicycle and vehicle traffic, parking management, and school-zone safety. The new committee consolidates responsibilities currently spread across multiple groups into one coordinated body, improving accountability, public input, and alignment with City Council policy goals.

**Duties & Responsibilities**

The Parking and Traffic Safety Committee provides recommendations to the City Council on a comprehensive range of topics, including:

- **School-Zone Safety:** Crosswalk placement, signage, speed limits, and enforcement needs.
  - **Pedestrian & Bicycle Safety:** Sidewalk conditions, bike lanes, multi-use trails, ADA accommodations.
  - **Motor Vehicle Traffic:** Speed management, intersection safety, signage and signal compliance, distracted/impaired-driving concerns.
  - **On-Street Parking Regulations:** Time limits, permit zones, no-parking zones, street cleaning and solid waste pickup zones, seasonal rules, and ADA accommodations.
  - **Off-Street Municipal Parking:** Pricing, time limits, overnight restrictions, seasonal rules, and permitting.
  - **Wayfinding:** Signage to direct drivers, cyclists, and pedestrians to parking areas and key destinations.
- 

**City Budgetary Impacts:** N/A

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**Staff Recommended Action:** Public hearing & second reading; Approve ordinance.

---

**Previous Meetings and History:** May 4, 2026 Workshop; passed first reading on 6/1/26 (7-0).

---

**City Manager Comments:**

I concur with the recommendation. Signature:

---

**Attachments:** Parking and Traffic Safety Ordinance

PART II - CODE OF ORDINANCES  
CHAPTER 2 - ADMINISTRATION  
ARTICLE V - BOARDS, COMMISSIONS AND COMMITTEES  
DIVISION 6 - PARKING AND TRAFFIC SAFETY COMMITTEE

Sec. 2-842.2. – Established, membership.

There shall be a parking and traffic safety committee, which shall be composed of the following five members:

1. A city councilor, nominated by the mayor and appointed by the city council.
2. Four residents of the city to be nominated by the appointment committee and appointed by the city council.

Sec. 2-842.3. – Term of Members.

All appointed members of the parking and traffic safety committee, other than the city councilor member who shall serve coterminous with their term of office, shall serve staggered three-year terms from the date of their appointment and thereafter until their successors are appointed. At the time the initial appointments are made, the city council shall assign each member to a term with one member appointed to a one-year term; one to a two-year term; and two to a three-year term.

Sec. 2-842.4. – Officers, vacancies.

The parking and traffic safety committee shall elect a chair and vice-chair, each of whom shall serve a one-year term and may be re-elected. A chair or vice-chair may be removed by a majority vote of the full committee membership. Upon the death, incapacity, or establishment of permanent residence outside of the city of any member, or if any member shall be absent without excuse for three consecutive meetings, the chair of the board shall advise the city council that a vacancy exists and request the appointment of a replacement.

Sec. 2-842.5. – Rules of procedure.

A quorum necessary to conduct an official meeting shall consist of at least three members. The committee shall develop such rules to govern its meetings and operations as it deems advisable. Such rules shall include procedures for residents and businesses to present parking and traffic safety concerns to the committee for consideration. Minutes shall be kept of all meetings. Agendas and minutes will be made public through posting on the city's website.

Sec. 2-842.6. – Duties.

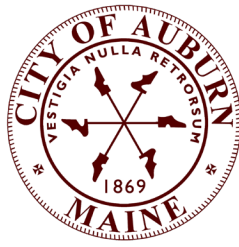
The parking and traffic safety committee shall review and make recommendations to the city council regarding:

1. Traffic safety conditions in and around school zones, such as crosswalk placement, signage, speed limits, and enforcement measures.
2. Traffic safety conditions related to pedestrian and bicycle transportation, such as sidewalk conditions, crosswalk infrastructure, bicycle lanes, multi-use trails, and accessibility accommodations.
3. Traffic safety conditions related to motor vehicle traffic, such as speeding and speed management, distracted and impaired driving, intersection movements, and signage and signal compliance.
4. On-street parking regulations, such as pricing, time limits, no parking zones, street cleaning and solid waste pickup zones, permit zones, overnight restrictions, loading zones, clearance rules, seasonal rules, and accessibility accommodations.
5. Off-street municipal parking regulations, such as pricing, time limits, no parking zones, permit zones, overnight restrictions, seasonal rules, and accessibility accommodations.
6. Wayfinding signage that directs pedestrians, bicyclists, and motor vehicle operators to parking facilities and points of public interest.
7. Policy adoption including policies such as Vision Zero, Complete Streets, comprehensive plan and zoning district regulations, traffic enforcement, capital improvements, and public education and outreach.

The parking and traffic safety committee shall, in coordination with the city manager, present an annual report to the city council.

Sec. 2-842.7. – Staff Support.

The city manager shall designate a planning, engineering, fire, police, and public works staff member to serve as liaisons to the committee. A staff member shall be designated by the city manager to assist the committee with the preparation and posting of meeting agendas, the taking of minutes, and the drafting of correspondence or reports to constituents or the city council as needed.



# City Council Ordinance

## IN CITY COUNCIL

**BE IT ORDAINED**, that THE CITY OF AUBURN hereby amends Chapter 2, "Administration" of the City's Code of Ordinances to repeal Article V. Division 6. "COMPLETE STREETS COMMITTEE" and replace with "PARKING AND TRAFFIC SAFETY COMMITTEE", as seen on the attached. The Complete Streets Committee is hereby repealed with the adoption of this ordinance.

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**Rachel B. Randall**, Ward One  
**Kelly L. Butler**, Ward Four  
**Belinda A. Gerry**, At Large

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

**Mathieu L. Duvall**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**ORDINANCE 12-06152026**

**Author:** Jennifer Edwards, Public Health Manager, Department of Business & Community Development

**Subject:** Syringe Service Program Ordinance – First Reading

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**Information:** This will be the first reading and vote to adopt a new article to be added to the Auburn Code of Ordinances, under Chapter 14 – Business Licences and Permits, regulating Syringe Service Programs operating in the City of Auburn.

---

**City Budgetary Impacts:** None

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**Staff Recommended Action:** Approve ordinance

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**Previous Meetings and History:** Legal and Public Health Perspectives were discussed at the November 3, 2025 Council Workshop. On November 17, 2025, Anne Sites from Maine CDC provided a description of the syringe waste programs established in Bangor and Portland. Dr. Paul Vinsel from Spurwink, presented information on substance use disorder, and Ernestine Perreault from Spurwink provided an overview of their comprehensive harm reduction approach to support community health, which includes a syringe service program. A third workshop was held on December 1, 2025 to discuss waste management observations by City staff, and the needs Auburn’s PSY liaison sees in the community and how they make referrals to other programs and providers. A public forum was held during the workshop on December 15, 2025. On January 6, 2026, a fifth workshop was held to gather council feedback on ordinance components. On June 1, 2026, a workshop was held to gather feedback from Council on the ordinance draft.

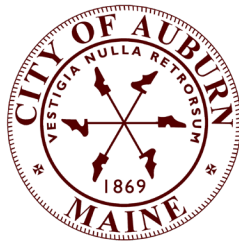
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**City Manager Comments:**

I concur with the recommendation. Signature:

**Attachments:**

- Maps – Brick & Mortar Sites and Mobile Sites – 250’ Setback from Schools & Zones where allowed / 1,000 foot set back for deliveries



# City Council Ordinance

## IN CITY COUNCIL

**BE IT ORDAINED**, that THE CITY OF AUBURN hereby amends Chapter 14 of Auburn’s Code of City Ordinances as follows: to adopt Article XX – Syringe Service Programs.

### ARTICLE XX – SYRINGE SERVICE PROGRAMS

#### Sec. 1. - Purpose.

The purpose of this article is to protect the public health, safety, and welfare of Auburn residents and visitors by requiring licensure of syringe services programs. The city council finds that appropriate regulation and siting of the operations of syringe services programs, including consideration of the proximity of syringe services program operations to schools, is important in order to protect the public health, safety, and welfare; that with the reasonable and necessary restrictions listed in this ordinance there remain sufficient suitable areas within the city to operate syringe services programs; and that licensing and regulation of syringe services programs is appropriate and consistent with the city’s policies and practices to review and license business activities that impact its citizens. For these reasons, the intent of this ordinance is to impose requirements to protect public health, safety, and welfare that are separate from any licensing or certification done at the state level, including pursuant to 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.

#### Sec. 2. - Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

**Administrator** means a person having the authority and responsibility for the operation of a syringe services program and for staff performance.

**Brick-and-Mortar Site** means a type of service model for the provision of syringe services to consumers within a permanent building pursuant to 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.

**Business operator** means a specific individual person with a legal ownership interest in a legal owner who makes financial, maintenance, and policy decisions regarding the syringe services program. The business operator need not have a legal ownership interest if the applicant provides proof that legal owner is an entity that does not have ownership interests (for example, a nonprofit corporation.)

**Certified syringe services program** means a syringe services program that holds a current certification from the Maine Center for Disease Control and Prevention (Maine CDC).

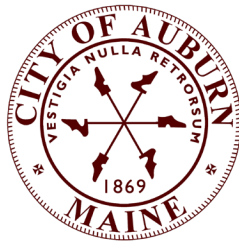
**City inspector** means the city assessor, police chief, fire chief, health officer, building inspector, code enforcement officer, sanitarian, or other duly authorized city official.

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Rachel B. Randall, Ward One  
Kelly L. Butler, Ward Four  
Belinda A. Gerry, At Large

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Leroy G. Walker, Sr., Ward Five  
Jeffrey D. Harmon, Mayor

Mathieu L. Duvall, Ward Three  
Adam R. Platz, At Large  
Phillip L. Crowell, Jr., City Manager



# City Council Ordinance

**Delivery services** means a type of service model for the provision of hypodermic apparatuses to participants by delivery within an operation area pursuant to 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.

**Emergency contact** means the individual who responds to emergency after-hour calls from public safety personnel to the certified syringe services program.

**Legal owner** means the individual or legal entity, including but not limited to a corporation, limited liability company or limited partnership, holding the deed or the lease to the premises of the syringe services program.

**Licensing authority** means the city clerk.

**Mobile site** means a type of service model for the provision of syringe services that may include temporary setups or rotating locations at set or variable schedules within the operation area pursuant to 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.

**Operation area** means the sites and geographic territory where the syringe services program is approved by the Maine CDC to operate and provide syringe services.

**School** means a primary or secondary school approved by the Maine Department of Education.

**Syringe** means a compressible tube used with a hollow needle for the injection of material beneath the skin, which definition incorporates the term as used in 10-144 C.M.R. Ch. 252 and the term “hypodermic apparatus” as used in 22 M.R.S. §1341.

**Syringe services** include, but are not limited to, the furnishing of new syringes, the exchange of used syringes, referrals, and educational materials about prevention, treatment, and proper disposal of syringes.

**Syringe services program** means a program that provides syringe services.

**Syringe services program participant** or “participant” means a person eighteen (18) years of age or older who has enrolled in a certified syringe services program.

### Sec. 3. License required.

No person, corporation, partnership, association, or other entity shall establish, operate or maintain a syringe services program within the city without obtaining a valid license from the city pursuant to this article.

### Sec. 4. Application.

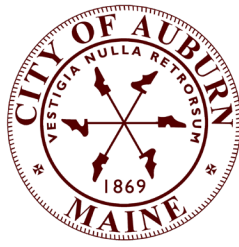
This section shall apply to an application for an initial license to operate a syringe services program as well as an application for the renewal of a license to operate a syringe services program. All applications

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Rachel B. Randall, Ward One  
Kelly L. Butler, Ward Four  
Belinda A. Gerry, At Large

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Jeffrey D. Harmon, Mayor

Mathieu L. Duvall, Ward Three  
Adam R. Platz, At Large  
Phillip L. Crowell, Jr., City Manager



## City Council Ordinance

for licenses under this article shall be filed with, and in a form satisfactory to, the city clerk. An application shall include, but is not limited to, the following:

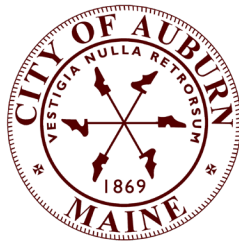
- A. All information required by section 14-32.
- B. The name, address, and contact information including the phone number of the applicant, the administrator, the business operator, the legal owner, and all other persons having a legal ownership interest in the syringe services program and the individual(s) hired by the applicant to manage operation of the syringe services program.
- C. The name, address, and contact information of the emergency contact of the syringe services program.
- D. A description of all service models offered by the syringe services program, in accordance with 22 M.R.S. § 1341 (5), including any site location(s), as specified below for each service model.

Brick-and-Mortar Sites: Description must include the building address(es), city tax map and lot number(s), floor plan and contact information of the owner(s) of each building utilized by the syringe services program.

Mobile Sites: Description must identify the address of each location or venue temporarily set-up for Syringe Service Program operations, and the name and contact information of the Administrator.

Delivery services: Description must identify the intended area within the city where syringes may be lawfully delivered.

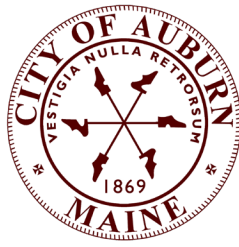
- E. An operations plan with a detailed description of the proposed syringe services program that describes how the syringe services program will satisfy the operations requirements outlined in section 8 of this article and also to include the following: population to be served; services to be provided; staffing



## City Council Ordinance

requirements; security provisions; and hours of operation; anticipated parking demand; and anticipated peak hour traffic.

- F. A good neighbor community engagement policy that establishes a process for the syringe services program to engage with and maintain relationships with the local community and expectations for how syringe services program participants, staff and volunteers will be respectful of neighbors within 250 feet of any bricks-and-mortar or mobile site and in the immediate area of any delivery by the syringe services program. Such a policy should include the following: a prohibition against public drug use, mechanisms for area residents and business to submit complaints, procedures for the syringe services program to respond to complaints from surrounding areas, procedures for making calls for public safety services, and compliance with public nuisance laws.
- G. Evidence of all land use approvals or conditional land use approvals required to operate brick-and-mortar sites and mobile sites, including, but not limited to, development review approval, conditional use approval, building permit, change of use permit, and/or certificate of occupancy.
- H. Any information that the police chief may require for an investigation of applicants, pursuant to section 14-33, which may include but is not limited to criminal history record checks through the Maine State Police, Bureau of Identification, of any person named in the application. A license shall not be approved if a criminal history record check for the applicant, administrator, business operator, legal owner or any paid staff member named in the application includes a conviction within the prior 10 years for any Class A, B or C criminal offense involving controlled substances or violence.
- I. All names, including but not limited to maiden name, ever used by the applicant must be noted on the application.
- J. A copy of the current certification to operate a syringe services program granted by the Maine CDC and a copy of the application materials submitted to the



## City Council Ordinance

Maine CDC for certification to operate a syringe services program, including but not limited to:

1. A copy of the syringe service program's consumer confidentiality protocol.
  2. A copy of the syringe services program's consumer education and referral plan
  3. A copy of the syringe services program's needle or syringe disposal plan.
  4. A copy of the syringe services program policy for the handling and exchange of syringes that is consistent with this Code and state and federal law.
  5. A copy of the syringe services program's staff training plan.
  6. A copy of the syringe services program's data collection protocols.
  7. A copy of the syringe services program's policy and procedures manual.
- K. A copy of the most recent annual notice (if any) provided to the Maine CDC of all data gathered for the prior year pursuant to 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.
- L. Each applicant for a syringe services program license shall submit to the city clerk the applicable license fee in accordance with sections 14-29, 14-30 and 14-44 and one complete paper copy and one digital copy of the application, except that a first-time applicant must submit 12 complete paper copies.

No person shall make any false, untruthful or fraudulent statement, either written or oral, or in any way conceal any material fact, or give or use any fictitious name in order to secure or aid in securing a license required by this article. Any application with false information shall be denied and any license so secured shall be void.

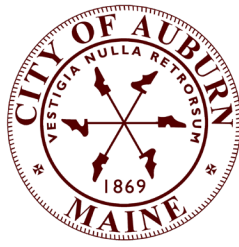
### **Sec. 5. Location Criteria.**

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**Rachel B. Randall**, Ward One  
**Kelly L. Butler**, Ward Four  
**Belinda A. Gerry**, At Large

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

**Mathieu L. Duvall**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



## City Council Ordinance

- A. Any brick-and-mortar site or mobile site of a syringe services program may only be located within the following land use zones: T-5.1, T-5.2, T-6, GB I, and GB II.
- B. A location for delivery of syringes by a syringe services program shall not be within 1000 feet of any school, and no brick-and-mortar site or mobile site of a syringe services program shall be located within 250 feet of any school. Distances shall be measured in a straight line from the nearest property line of a delivery location or a proposed brick-and-mortar site or mobile site to the nearest property line of the school.
- C. No brick-and mortar site or mobile site of a syringe services program shall be located within or share the premises of a for-profit commercial business. This shall not prevent a brick-and-mortar site or mobile site of a syringe services program from sharing the premises of an organization that provides social services or healthcare services.

### **Sec. 6. Inspections authorized; Right to enter.**

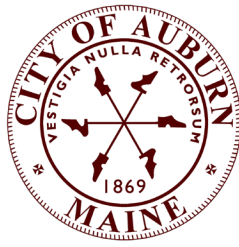
Holding a syringe services program license or submitting an application for a syringe services program license shall constitute permission for any city inspector to enter and inspect any brick-and-mortar site or mobile site, or conveyance used for the delivery of syringes, subject to the license or application.

It shall be the duty of every person responsible for the management or control of a syringe services program to afford free access to every part of such establishment or conveyance and to render all aid and assistance necessary to enable any City Inspector to make a full, thorough and complete inspection. This access shall include, but is not limited, to, all rights of inspection and access afforded to the Maine CDC under Section 4(C) of 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule. Failure to cooperate with an inspection shall be grounds for license suspension or revocation.

This section augments section 14-36 of this article.

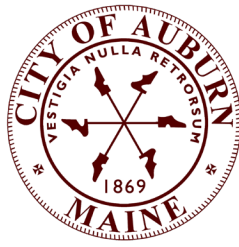
### **Sec. 7. Administration**

- A. Limitation on number of licenses and determination of priority.
  - 1. No more than two syringe services programs shall be licensed to operate within the city at one time. No licensing authority may issue a license to any applicant for any time period that there are two licenses in effect in the city.
  - 2. The clerk shall review submitted applications in the order that they are submitted or resubmitted, as the case may be.



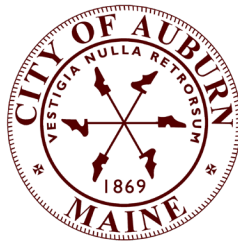
## City Council Ordinance

3. Licenses shall be issued on a first-come-first-served basis, with the priority established as follows:
    - a. For a renewal application submitted by a current licensee, the current licensee has priority if it submits an application to the city clerk no later than 80 days from the expiration date.
    - b. For an initial application, if there are fewer current licensees than the maximum number allowed, priority shall be established by the date and time of completed applications as determined by the city clerk.
    - c. For an application received after the city clerk has published notice that a license is available and that applications shall be accepted on a date certain, priority shall be established by the date and time of completed applications as determined by the city clerk. Applications may only be submitted after the date set by the city clerk.
  4. An initial or renewal application shall maintain its priority until the final determination on the application and shall lose its priority if the applicant fails to timely comply with any deadline imposed by this ordinance for an application.
  5. After the city clerk determines that a current licensee has not timely complied with a deadline imposed by this ordinance for an application for license renewal, the city clerk shall distribute, file and publish a notice that one or more licenses is available and that applications shall be accepted by the city clerk beginning one week after the notice is published.
- B. Process for the issuance of a license.
1. The city clerk shall be responsible for the initial review of the application to ensure compliance with the requirements of this chapter and to obtain recommendations from other city officials as required.
  2. If the city clerk determines that a submitted application is not complete, the applicant shall be notified within ten (10) business days after receipt of the application of the additional information required to process the application. If such additional information is not submitted within fourteen (14) days of the city clerk's request, or such later time that the city clerk provides, the application shall be deemed denied. If the city clerk deems the application complete, the city clerk shall notify the applicant and the review procedures set forth in this section will take place.



## City Council Ordinance

3. The city clerk shall provide a copy of the license application to the police department, fire department, planning and code enforcement department, and public health division of the business and community development department. along with a form upon which each department or division shall promptly note its findings and conclusions, as well as any recommended conditions of approval. No license shall be granted by the licensing authority until the completion of any inspections requested by the clerk and until these departments have all set forth their recommendations regarding the applicant's ability to comply with this article and any other applicable city ordinance, state, or federal law.
  5. All applications for an initial license or the renewal of an existing license shall be reviewed by the city clerk. In reviewing license applications, the clerk shall consider the approval standards under this article as well as other applicable local, state, or federal laws and, for license renewals, the licensee's record of compliance with the same.
  7. The clerk shall have the authority to impose any conditions on a license that may be reasonably necessary to ensure compliance with the requirements of this article or to otherwise address concerns about operations.
  8. The clerk shall, upon review of all staff recommendations, applicable laws, and the factual circumstances, determine whether to grant, grant with conditions, or deny the license application, and shall provide written notice of the decision to the applicant.
- C. Standard. Applicants and licensees must demonstrate to the satisfaction of the licensing authority that a license application meets all standards and requirements of this article, that it can meet and is meeting the operating requirements of section 8, and that it is meeting and has met over the past year all applicable local, state, or federal laws.
- D. Revocation or Suspension of a License. Revocation or suspension of a license may occur pursuant to article 2 of chapter 14 of this Code.
- E. Appeal.
1. An applicant may appeal a decision by the city clerk regarding an application for an initial license or renewal of an existing license, including placing conditions of such approval, to the city council by filing an appeal within thirty (30) days of such decision pursuant to section 14-39.



## City Council Ordinance

2. Appeals of a final determination issued by the city council may be made to the Androscoggin Superior Court within thirty (30) days of the date of the decision being appealed.

### F. Enforcement.

A city inspector may enforce this article by the authority in 30-A M.R.S. § 4452. Failure to timely remedy a notice of violations shall be grounds for license suspension. This section does not affect any existing enforcement authority of any city inspector.

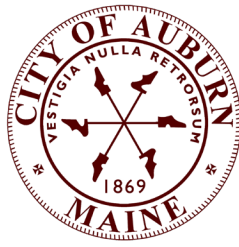
### G. Civil Penalties.

Any person who violates this article shall be subject to civil penalties or other amounts imposed by sections 1-15 or 14-27 of this Code or 30-A M.R.S. § 4452.

### **Sec. 8. Operating requirements.**

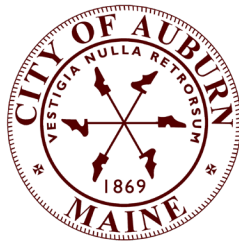
During the term of the license, the licensee shall comply with each of these requirements:

- A. At all times, the licensee shall maintain and timely renew its certification with the Maine CDC to operate a syringe services program.
- B. The licensee shall not permit and shall take reasonable measures to prevent individuals served by the program from the injection of illicit drugs on or near the premises of any brick-and-mortar site or mobile site.
- C. The licensee shall not knowingly distribute syringes to participants under 18 years of age.
- D. The licensee shall only operate from any brick-and-mortar site and mobile site for which it was granted a license, and shall only provide delivery services within the operation area for which it was granted a license, subject to the location criteria applicable to delivery services set forth in section 5 of this article.
- E. The premises of any brick-and-mortar site and mobile sites shall be clean and well-maintained, meeting applicable requirements for sanitation, property maintenance, and life safety for the exterior and interior of the site. Any conveyance used for delivery shall be clean and well maintained, meeting applicable requirements for sanitation and vehicle maintenance.



## City Council Ordinance

- F. The licensee shall perform criminal history record checks through the Maine State Police, State Bureau of Identification, of all individuals who will be working on a paid staff or volunteer basis for the syringe services program within the city. The license shall not employ as a staff member or volunteer any person whose criminal history record check includes a conviction within the prior 10 years for any Class A, B or C criminal offense involving controlled substances or violence. Criminal history record checks shall not be required for volunteers who work under the direct supervision of a paid staff member.
- G. All staff members and volunteers performing services for a syringe services program within the city shall display on their person identification that is clearly visible to public.
- H. Hours of operation for a syringe services program within the city shall not be scheduled or held outside the hours of 7 a.m. to 7 p.m. on Mondays through Saturdays and 1 p.m. to 5 p.m. on Sundays.
- I. A syringe services program shall locate and maintain sharps disposal containers at each brick-and-mortar site and mobile site.
- J. At the end of each business day, a syringe services program shall inspect within 250 feet of each brick-and-mortar site and mobile site to remediate litter and needle waste.
- K. At the conclusion of any delivery, a syringe services program shall inspect the immediate area of the delivery location to remediate litter and needle waste.
- L. The licensee shall comply with all applicable state and federal laws, rules, or regulations, including but not limited to the following:
1. 38 M.R.S. § 1319-O(3) and any applicable rules for the handling and disposal of biomedical waste.

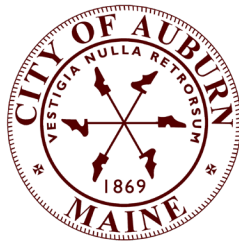


## City Council Ordinance

2. The Syringe Services Programs Rule, 10-144 C.M.R. Ch. 252, including but not limited to:
  - a. Notifying all participants of all rules and laws applicable to syringe services programs;
  - b. Providing appropriate and/or required training to staff; and
  - c. Posting the certification granted by the Maine CDC in a public area of the licensee.
  
- M. The licensee shall comply with its own plans, rules, procedures, and protocols including but not limited to the following:
  1. All policies, procedures and protocols provided in its most recent license application
  2. The needle or syringe disposal plan submitted by the licensee in its application to the Maine CDC, as such plan is defined in 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule, and includes a written plan that describes a coordinated program for the terminal disposal and incineration of used syringes in compliance with the Occupational Safety and Health Administration's guidelines regarding Occupational Exposure to Bloodborne Pathogens and the Safe Discarding and Containment of Contaminated Sharps under 29 CFR §1910.1030; and,
  3. The consumer education and referral plan submitted by the licensee in its application to the Maine CDC.

### **Sec. 9. Reporting and Notifications.**

- A. A licensee shall immediately notify the city clerk of any change in its state certification status, including but not limited to any state-approved change in location of a brick-and-mortar site or mobile site and any suspension or revocation of certification by the Maine CDC.



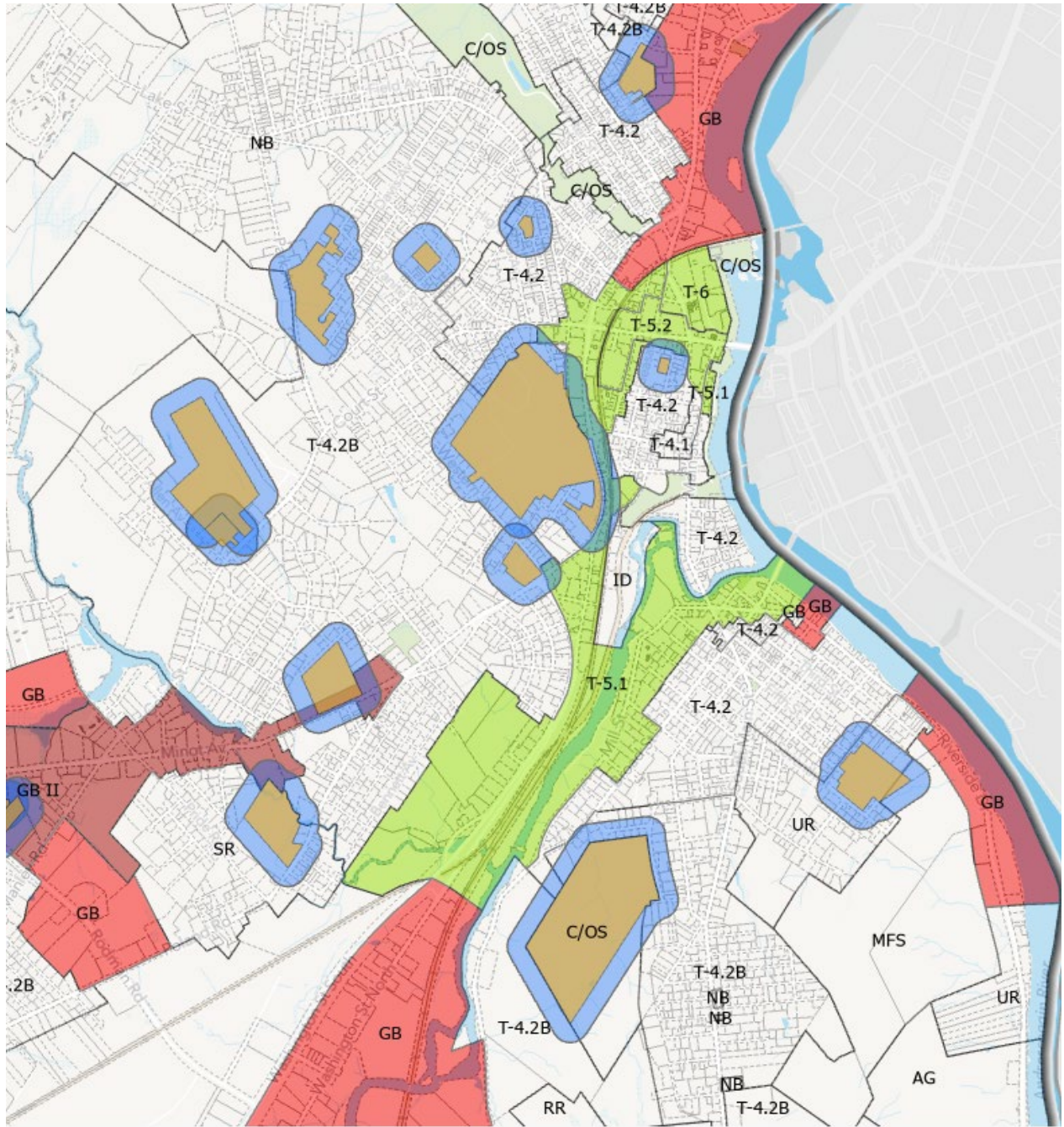
## City Council Ordinance

- B. A licensee shall immediately provide the city clerk with copies of any notices submitted by the licensee to the Maine CDC pursuant to Section 3(B) of 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.
- C. A licensee shall promptly provide the city clerk copies of all utilization data submitted by the licensee to the Maine CDC pursuant to Section 3(C) of 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.
- D. A licensee shall provide the City access to all records that the Maine CDC has access to under Section 3(D) of 10-144 C.M.R. Ch. 252 Syringe Services Programs Rule.

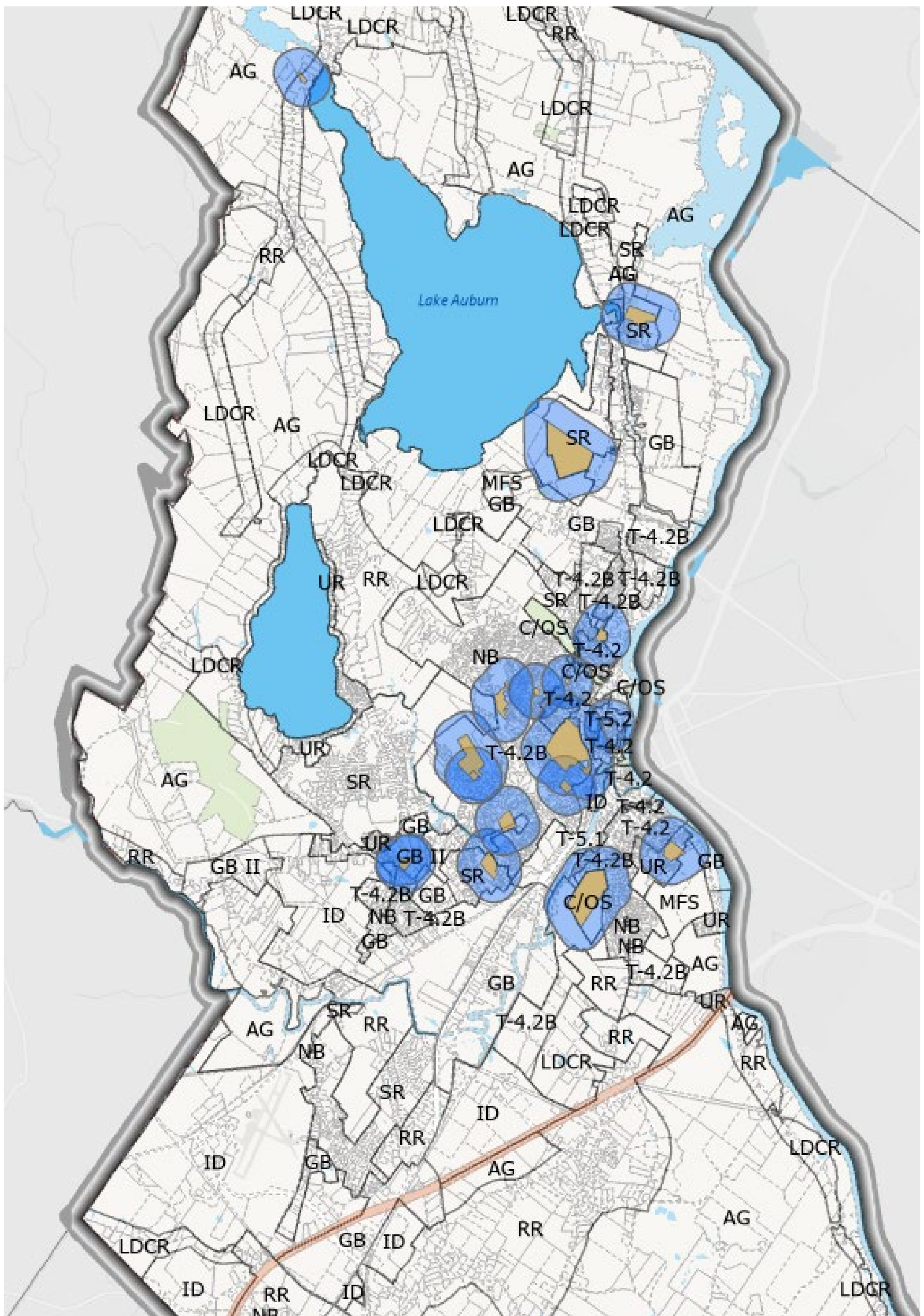
### **Sec. 10. Miscellaneous.**

- A. Applicability. This article shall apply to any syringe services program that operates or provides delivery services within the city. Except to the extent that this article contains a contrary provision, all provisions of article I and article II of chapter 14 of this Code shall apply to this article. This article does not limit any authority under federal or state law.
- B. Severability. If any clause, sentence, paragraph, section, article, or part of this article shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section, article, or part thereof directly involved in the controversy in which such judgment shall have been rendered.

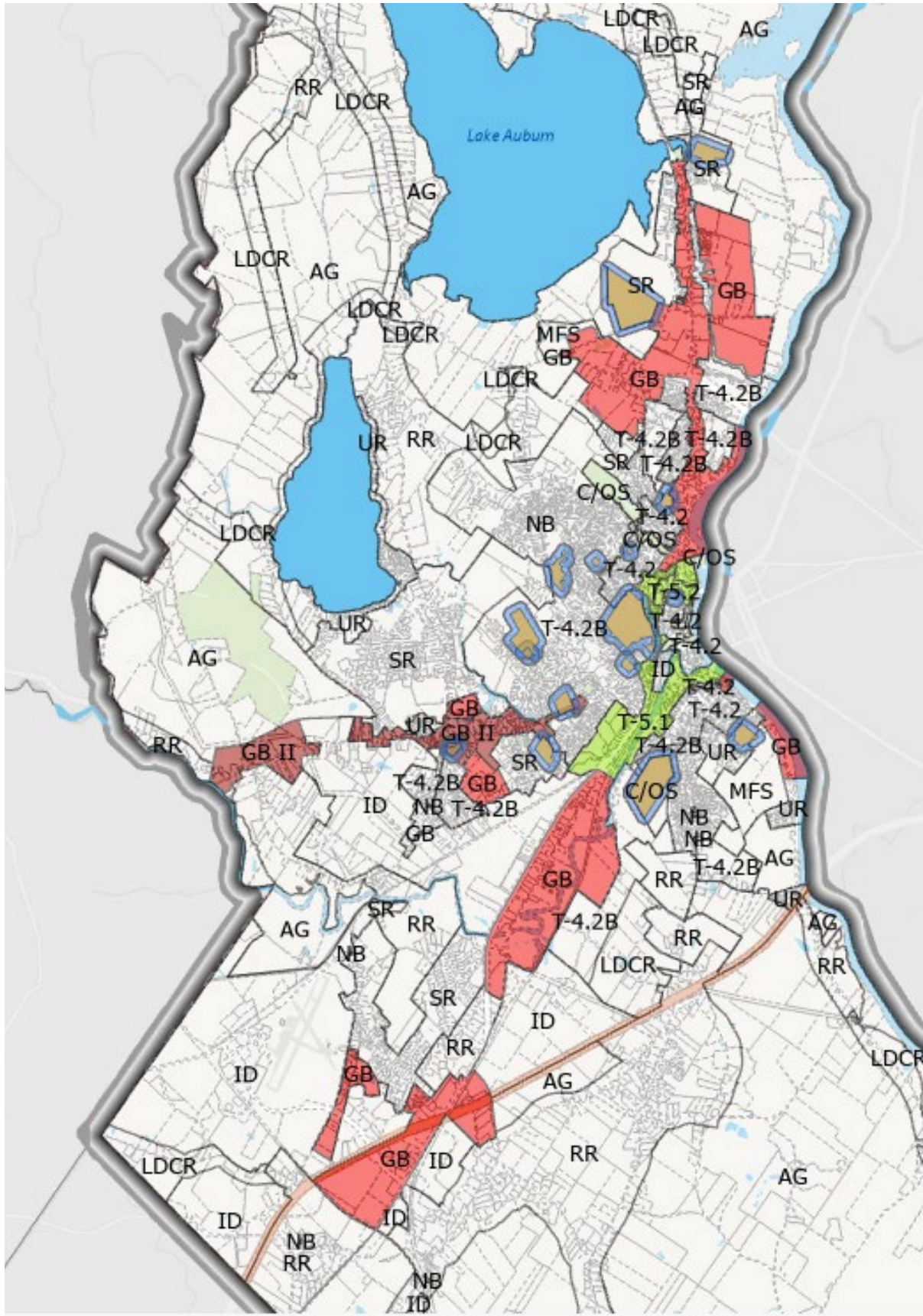
Brick-and-Mortar Sites and Mobile Sites:  
250' Setback from Schools  
Zones T-5.1, T-5.2, T-6, GB, and GB II

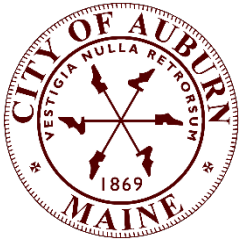


# Delivery Services 1,000' Setback from Schools



Brick-and-Mortar Sites and Mobile Sites:  
250' Setback from Schools  
Zones T-5.1, T-5.2, T-6, GB, and GB II





**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**RESOLVE 03-06152026**

**Author:** Glen E. Holmes Director of Business and Community Development

**Subject:** Adoption of Auburn Housing Production Targets (2026–2030)

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**Information:** In September 2025, the City of Auburn completed a comprehensive Housing Needs Study prepared by HR&A Advisors. The study evaluated Auburn's housing supply, affordability challenges, demographic trends, housing demand, and barriers to housing production. The study identified a need for approximately 1,300 to 1,400 additional housing units by 2030 to address existing shortages and accommodate future growth.

The proposed resolution adopts the Auburn Housing Production Targets (2026–2030) as the City's housing production policy framework. The targets establish a goal of producing approximately 1,300 new housing units by 2030 and provide benchmarks for housing type, tenure, affordability, unit size, and annual production levels. The targets are intended to guide planning, economic development, infrastructure investment, housing policy, and partnerships with public and private stakeholders.

The production targets are intended to serve as planning and monitoring benchmarks and do not create regulatory mandates or development entitlements. The Housing Production Targets recommend annual monitoring of housing production, affordability outcomes, vacancy rates, and other housing market indicators to evaluate progress toward meeting Auburn's documented housing needs.

Adoption of the resolution will provide a clear policy direction for housing production efforts and support implementation of recommendations contained within the Housing Needs Study.

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**City Budgetary Impacts:** There is no direct budgetary impact associated with adoption of the Housing Production Targets. Future implementation activities, including infrastructure investments, housing incentives, grant applications, affordable housing initiatives, and economic development programs, may be considered by the City Council through future budget and policy actions.

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

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**City Manager Comments:** Approve as proposed *Phillip Crowell Jr.*

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**Attachments:**

Auburn Housing Production Targets

# Auburn Housing Production Targets

## 2026 – 2030

*Based on HR&A Advisors Housing Needs Study, September 2025*

### Overview

The City of Auburn commissioned HR&A Advisors to conduct a comprehensive housing needs study, completed in September 2025. These production targets translate that study's findings into actionable goals for housing delivery through 2030. They address Auburn's documented housing shortage, which reflects decades of underproduction, a growing mismatch between household size and housing stock, and an acute deficit of affordable rental units for lower-income households.

#### Overall Production Goal

Auburn targets delivery of 1,300 new homes by 2030 — the lower bound of the study's identified need of 1,300–1,400 units.

As of early 2025, approximately 30 units are built and occupied and 79 are permitted but not yet occupied, leaving approximately 1,190 units still to be permitted. The 1,300 total goal should be used for policy and planning purposes; the 1,190 unpermitted sub-target is the operational delivery focus.

Recommended annual production pace: approximately 180 units in 2026, ramping to 280+ by 2030, consistent with the State of Maine's recommended methodology of a 20% increase in year 1 followed by 5% annual increases.

### 1. Unit Targets by Housing Type

Auburn's zoning reforms — including legalization of duplexes citywide, expanded form-based code districts, and the State's LD 1829 reforms effective 2026–2027 — have expanded the range of housing types that can be permitted. Targets reflect the typologies most needed and most financially feasible given current market conditions.

Housing Type	Units	Share	Rationale
Accessory Dwelling Units (ADUs)	120	9%	Serves growing young adult and senior populations; lower construction cost per unit
Small Multifamily (2–4 units)	260	20%	Missing-middle housing; now permitted citywide following zoning reform; financeable without subsidy
Medium Multifamily (5–19 units)	310	24%	Garden-style apartment buildings; within market delivery range; developer demand confirmed

Large Multifamily (20+ units)	260	20%	Mid-rise development; requires CEA or public subsidy to serve households below \$76K income
Townhomes / Duplex / Attached Ownership	200	15%	Ownership product at accessible price points; within market delivery spectrum
Single-Family Infill	150	12%	Compact infill on existing residential sites; leverages existing infrastructure
<b>Total</b>	<b>1,300</b>	<b>100%</b>	

*Targets are indicative benchmarks for monitoring and planning purposes. The city has limited direct control over typology mix; these figures do not constitute regulatory mandates on individual projects.*

## 2. Unit Targets by Tenure & Household Need

Auburn's housing stock is predominantly owner-occupied (59%), and the study identifies unmet need on both sides of the tenure divide. A documented deficit of approximately 1,160 affordable rental units for households earning below \$35,000 per year — along with oversubscribed lease-ups at recently built apartment buildings — supports a moderate shift toward rental production relative to the existing stock. At the same time, the gap between what median-income renters can afford (~\$145,000) and current median home values (\$298,000) represents a significant unmet ownership need, particularly for 2–3 bedroom homes in the \$200,000–\$250,000 range.

Tenure	Units (~)	Share	Rationale
Rental	~650	50%	Above Auburn's existing 41% rental share; reflects documented lower-income rental deficit and strong apartment demand
Ownership	~650	50%	Addresses growing gap between what median-income households can afford and median home prices; targets attainable 2–3 bedroom product

## 3. Unit Targets by Size

Over 70% of Auburn's households are 1–2 person households, yet only 20% of the existing housing stock consists of studios or 1-bedroom units. Correcting this mismatch is central to addressing both affordability and availability. Developer interviews confirm strong, proven demand for smaller rental units — recent apartment buildings have been oversubscribed with waitlists. The bedroom mix targets below reflect these demographic and market realities.

### Rental Mix (~650 units)

Unit Type	Share	Units (~)	Study Basis
Studios / SROs	12%	~78	Serves young adults (44% increase 2013–2023) and growing senior population (23% increase)
1-Bedroom	38%	~247	Largest unmet rental need; 70% of households are 1–2 persons; oversubscribed in recent projects
2-Bedroom	35%	~228	Serves couples, small families, and shared households; target affordable at \$50,000–\$75,000 income
3-Bedroom+	15%	~97	Family-sized rental units; particularly important for lower-income households with children

### Ownership Mix (~650 units)

Unit Type	Share	Units (~)	Study Basis
2-Bedroom	40%	~260	Entry-level homeownership; median renter can afford ~\$145,000; targets the \$200,000–\$250,000 price range
3-Bedroom	50%	~325	Primary ownership demand; serves families and move-up buyers; largest unmet for-sale segment
4-Bedroom+	10%	~65	Market can deliver without subsidy; intentionally limited to reserve resources for lower price points

## 4. Affordability Targets (AMI Mix)

The study documents a severe shortage of housing affordable to lower-income households. A deficit of approximately 1,160 affordable rental units exists for households earning below \$35,000 per year, and 79% of renter households in the \$20,000–\$35,000 income band are cost-burdened. At the same time, recent market-rate construction has served almost exclusively households earning above \$76,000–\$102,000. The AMI mix below prioritizes the income bands where need is greatest and market delivery is weakest.

AMI Band	Share	Units (~)	Rationale
<b>≤30% AMI</b>	<b>20%</b>	~260	Largest documented gap; 79% cost burden among \$20K–\$35K renter households; requires LIHTC, vouchers, and public subsidy
<b>31–50% AMI</b>	<b>25%</b>	~325	Home health aides and fast-food workers — Auburn's most common occupations

			— cannot afford median rent of \$983/month at this income level
51–80% AMI	25%	~325	Workforce housing gap; income above \$76,000 is required to afford recently built market-rate apartments; policy support (TIF, infill incentives) can bridge this band
81–120% AMI	20%	~260	Middle-income households; market can deliver with moderate policy support; TIF structures and streamlined permitting are effective tools at this level
>120% AMI	10%	~130	Market already delivers here without subsidy; intentionally limited to direct resources toward greatest need; only 16% of Auburn households earn above \$100,000
<b>Total</b>	<b>100%</b>	<b>~1,300</b>	

Units at ≤50% AMI will require public resources including Low Income Housing Tax Credits (LIHTC), Housing Choice Vouchers, HOME Investment Partnerships funds, Tax Increment Financing (TIF), and coordination with Auburn Housing Authority.

Units at 51–80% AMI may be achievable with TIF structures, donated or reduced-cost land, streamlined permitting, and infrastructure investment — without full subsidy.

## 5. Production Phasing

Auburn's current permitting pace averages approximately 120 units per year (2020–2024). Reaching 1,300 units by 2030 requires a sustained ramp-up beginning immediately. The schedule below follows the State of Maine's recommended methodology: a 20% production increase in the first year, followed by 5% annual increases. It also accounts for current market conditions including elevated interest rates, higher construction costs, and the anticipated impact of LD 1829 zoning reforms taking full effect in 2026–2027 & LD 2173 timeline of July 1, 2027.

Year	Target Units	Cumulative	Key Milestones & Context
2026	180	180	LD 1829 zoning reforms take effect for council-government cities (July 1); Planning Board begins tracking production against targets; outreach to landowners and developers on new density opportunities
2027	220	400	LD 1829 statewide implementation complete; pipeline from 2026 approvals begins delivering; Washington Street Reimagined corridor development expected to accelerate
2028	255	655	Missing-middle and infill pipeline matures; TIF structures and CDBG/HOME financing supporting affordable projects; mid-cycle production review and pace adjustment if needed

2029	280	935	Full development ecosystem active; Winter Oaks or comparable mixed-income project expected to contribute; Housing Production Fund operational statewide
2030	365+	1,300+	Final year; includes conversion of currently permitted pipeline (~109 units); comprehensive review of outcomes to inform post-2030 housing goals

*The Planning Board should conduct annual production reviews and adjust pace targets in response to permitting trends, interest rate changes, construction cost shifts, and federal funding availability. Macroeconomic factors — including potential tariff impacts on lumber and building materials — introduce uncertainty into the outer years of this schedule.*

## 6. Progress Indicators

Auburn should monitor the following indicators annually to assess whether production is on pace and the housing market is responding to policy interventions. The study identifies Auburn's residential availability rate (currently 0.8%, far below the healthy 5–8% range) as the clearest signal of the housing shortage.

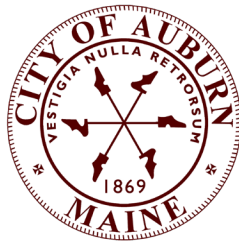
- **Permitting and occupancy:** Track units permitted annually by typology and AMI band against targets in Sections 1 and 4.
- **Jobs-to-homes ratio:** Maintain at or below 1.3 jobs per new home added. Androscoggin County is currently at approximately 1.04 — healthy, but production must keep pace with continued job growth.
- **Residential availability rate:** Target 5–8% of homes vacant and available for rent or sale. Auburn's current rate of 0.8% indicates a severely constrained market with limited consumer choice.
- **Cost burden by income tier:** Track the share of renter households spending more than 30% of income on housing, broken out by income band — particularly the ≤30% and 31–50% AMI bands where cost burden is highest.
- **Permitting timelines:** Monitor Planning Board and building department processing times. Flag projects delayed by procedural bottlenecks and conduct quarterly retrospectives to identify systemic causes.
- **Deed-restricted affordable units:** Track number of new deed-restricted affordable units added annually, in partnership with Auburn Housing Authority.

### Strategic Purpose

These targets convert Auburn's documented housing need into actionable production priorities. They are grounded in the HR&A Advisors Housing Needs Study (September 2025), which analyzed Auburn's demographic trends, housing demand, housing supply conditions, market feasibility, and barriers to production.

Meeting these targets will require action across all three of the study's strategic pillars: addressing roadblocks to development (zoning reform, permitting streamlining, remediation cost support); boosting financial feasibility (TIF structures, infrastructure investment, federal and state funding); and prioritizing infill development (transit-oriented growth, redevelopment of underutilized commercial and industrial sites, adding units to existing residential properties).

Targets should be revisited following each annual production review and updated as warranted by market conditions, legislative changes, and progress toward the 1,300-unit goal.



# City Council Resolve

## IN CITY COUNCIL

### **RESOLUTION OF THE AUBURN CITY COUNCIL ADOPTING THE AUBURN HOUSING PRODUCTION TARGETS (2026–2030)**

**WHEREAS**, the City of Auburn commissioned HR&A Advisors to conduct a comprehensive Housing Needs Study, completed in September 2025, to evaluate housing demand, housing supply conditions, affordability challenges, demographic trends, and barriers to housing production within the City; and

**WHEREAS**, the Housing Needs Study identified a need for approximately 1,300 to 1,400 additional housing units by 2030 to address existing shortages, demographic changes, and affordability challenges; and

**WHEREAS**, the Housing Production Targets (2026–2030) establish a goal of producing approximately 1,300 new housing units by 2030 and provide planning benchmarks regarding housing type, tenure, affordability, unit size, and annual production pacing; and

**WHEREAS**, the City Council recognizes that increasing the supply and diversity of housing is essential to supporting economic growth, workforce development, housing affordability, neighborhood stability, and the long-term prosperity of Auburn residents; and

**WHEREAS**, the Housing Production Targets are intended to serve as a planning and policy framework to guide municipal decision-making, capital investments, development review, housing initiatives, and partnerships with public, private, and nonprofit stakeholders; and

**WHEREAS**, the Housing Production Targets are not intended to create development entitlements, establish regulatory mandates, require approval of any specific project, or limit the discretion of the City Council, Planning Board, or municipal staff in reviewing future development proposals;

NOW, THEREFORE, BE IT RESOLVED by the Auburn City Council that:

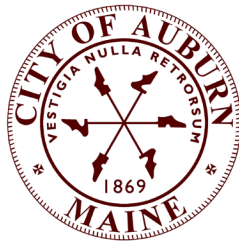
1. The Auburn Housing Production Targets (2026–2030), based on the HR&A Advisors Housing Needs Study completed in September 2025, are hereby adopted as the City’s housing production policy framework through 2030.
2. The City shall use the Housing Production Targets to guide housing policy, land use planning, economic development initiatives, infrastructure planning, capital investment decisions, housing funding strategies, and related municipal actions intended to increase housing availability and affordability.

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**Rachel B. Randall**, Ward One  
**Kelly L. Butler**, Ward Four  
**Belinda A. Gerry**, At Large

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

**Mathieu L. Duvall**, Ward Three  
**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



## City Council Resolve

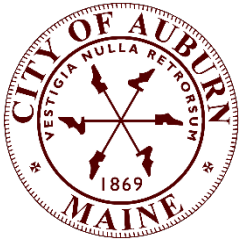
3. The City Council encourages collaboration among municipal departments, the Planning Board, the Auburn Housing Authority, developers, employers, nonprofit organizations, state agencies, and regional partners to advance the production of housing consistent with the adopted targets.
4. The Planning Board shall annually review housing production progress and report to the City Council regarding permitting activity, housing completions, affordability outcomes, and progress toward the adopted targets.
5. The City Council recognizes that market conditions, financing availability, construction costs, legislative changes, and demographic trends may affect housing production and therefore directs that the Housing Production Targets be reviewed periodically and updated as warranted.
6. Adoption of this Resolution shall not be construed as creating regulatory requirements for individual property owners or development projects, nor shall it obligate the City to expend funds not otherwise appropriated.

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**Rachel B. Randall**, Ward One  
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**Adam R. Platz**, At Large  
**Phillip L. Crowell, Jr.**, City Manager



**City of Auburn  
City Council Information Sheet**

**Council Workshop or Meeting Date:** June 15, 2026

**ORDER 58-06152026**

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

**Subject:** Authorization for the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Auburn Fraternal Order of Police Patrol and Detective Unit covering 07/01/2026 to 06/30/2029

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**Information:**

The following is a summary of the changes:

- FY 26 11% market adjustment on wage scale effective 7/1/26; FY 27 Cola 3% on 7/1/27 and FY 28 Cola 3% on 7/1/28;
- Performance bonus paused for year 1 and 2 of the contract;
- Educational stipend paused for year 1 and new educational stipends implemented year 2;
- Added Paid Family Medical Leave language;
- Updated language on Article 13, Section 9; Article 17; Article 15; Article 20, Section 3 Health Insurance Waiver;
- New language on excessive absenteeism;
- Updated language on Labor Management tasks;
- Effective 7/1/27 CID stipend increase;
- Effective 7/1/28 increase to detective on-call OT hours.

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**City Budgetary Impacts:**

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

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**Previous Meetings and History:**

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**City Manager Comments:**

*Phillip Crowell Jr.*

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

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**Attachments:** Auburn Police Patrol and Detectives Collective Bargaining Agreement

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF AUBURN  
AND  
FRATERNAL ORDER OF POLICE  
PATROL AND DETECTIVE UNIT**

July 1, 2026 - June 30, 2029

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# **COLLECTIVE BARGAINING AGREEMENT**

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

## **ARTICLE 1 – PREAMBLE**

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

## **ARTICLE 2 - RECOGNITION**

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

## **ARTICLE 3 - UNION SECURITY**

### **Section 1 – Membership**

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

### **Section 2 - Union Dues**

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

### **Section 3 - Union Services**

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

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

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

## **ARTICLE 4 - MANAGEMENT SECURITY/NO STRIKES**

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

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

#### **ARTICLE 5 - CHECK OFF**

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

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

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

#### **ARTICLE 7 - UNION ACTIVITIES**

##### **Section 1- Time Off for Union Activities**

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

##### **Section 2 - No Discrimination Because of Union Activities**

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

##### **Section 3 - Access to Premises**

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

##### **Section 4 - Bulletin Board**

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

meeting notices and Union bulletins.

### **Section 5 - Negotiating Team**

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

## **ARTICLE 8 - UNION PRESIDENT**

### **Section 1 - Duties**

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

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

### **Section 2 - Report**

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

## **ARTICLE 9 - MEMBERS' RIGHTS**

### **Section 1- Discharge and Suspension**

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

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

## **Section 2. Investigation of Police Misconduct**

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

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

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

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

### **Section 3 - Personnel Files**

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

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

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

E. Incidents of Sustained sexual harassment shall not be purged from the personnel file. “Sustained” incidents are those in which the investigation disclosed evidence proven beyond a reasonable doubt used to prove the allegations made in the complaint.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

### **Section 1- Definition**

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

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

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

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

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

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

### **Section 2 - Pay Records**

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

### **Section 3 - Time Limits**

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

### **Section 4 – Initiation**

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

### **Section 5 - City Grievance**

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

## **ARTICLE 11 - SENIORITY**

### **Section 1 - List**

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

### **Section 2 - Layoff**

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

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

### **Section 3 - Posting**

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

## **ARTICLE 12 - WORKWEEK**

### **Section 1 - Work Schedule**

Patrol Officers and Detectives shall be employed for a work week averaging forty (40) hours per week. Patrol Officers assigned to the Road Patrol division will work 3 consecutive days on 11-hour shifts followed by three (3) consecutive days off, with the exception of five (5) eight (8) hour training days in 2022, six (6) eight (8) hour training days in 2023 and seven (7) eight (8) hour training days in 2024 and moving forward. Patrol Officers will be assigned to shifts taking into account but not exclusively based on seniority.

Road Patrol officers assigned to the day shift will be assigned one of the following shifts: 0600-1700, or 0800-1900, taking into account, but not exclusively based on, seniority. Road Patrol officers assigned to the night shift will be assigned to one of the following shifts: 1700- 0400, or 1900-0600, taking into account, but not exclusively based on, seniority.

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

The Patrol and Detective schedule as set forth above shall not be changed unilaterally by the City. These schedules can only be changed through negotiations of the parties.

Regardless of the preceding language, the schedules set forth above may be suspended and the City may impose, in its sole discretion, a new schedule as reasonably required to ensure minimum staffing needs and to control overtime and other labor costs, in the event of the following:

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

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

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

### **Section 2 - Call Back**

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

### **Section 3 - Overtime**

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

### **Section 4 - Compensatory Time**

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

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

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

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

## **ARTICLE 13 - WAGES**

### **Section 1- Wage Schedule**

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

duration of this contract:

<b>07/01/2026 to 06/30/2027</b>	<b>Step 1 Entry</b>	<b>Step 2 2-4 Years</b>	<b>Step 3 5-6 Years</b>	<b>Step 4 7-8 Years</b>	<b>Step 5 9-10 Years</b>	<b>Step 6 11+ Years</b>
Annual	\$71,136.00	\$74,713.60	\$79,851.20	\$83,844.80	\$89,627.20	\$94,099.20
Weekly	\$1,368.00	\$1,436.80	\$1,535.60	\$1,612.40	\$1,723.60	\$1,809.60
Hourly	\$34.20	\$35.92	\$38.39	\$40.31	\$43.09	\$45.24

(11% Market adjustment to wage scale. Steps 1-2 10%, Steps 3-4 12% Steps 5-6 14%)

<b>07/01/2027 to 06/30/2028</b>	<b>Step 1 Entry</b>	<b>Step 2 2-4 Years</b>	<b>Step 3 5-6 Years</b>	<b>Step 4 7-8 Years</b>	<b>Step 5 9-10 Years</b>	<b>Step 6 11+ Years</b>
Annual	\$73,278.40	\$76,939.20	\$82,264.00	\$86,361.60	\$92,310.40	\$96,907.20
Weekly	\$1,409.20	\$1,479.60	\$1,582.00	\$1,660.80	\$1,775.20	\$1,863.60
Hourly	\$35.23	\$36.99	\$39.55	\$41.52	\$44.38	\$46.59

1.03%

<b>07/01/2028 to 06/30/2029</b>	<b>Step 1 Entry</b>	<b>Step 2 2-4 Years</b>	<b>Step 3 5-6 Years</b>	<b>Step 4 7-8 Years</b>	<b>Step 5 9-10 Years</b>	<b>Step 6 11+ Years</b>
Annual	\$75,462.40	\$79,248.00	\$84,718.40	\$88,940.80	\$95,0897.60	\$99,819.20
Weekly	\$1,451.20	\$1,524.00	\$1,629.20	\$1,710.40	\$1,828.80	\$1,919.60
Hourly	\$36.28	\$38.10	\$40.73	\$42.76	\$45.72	\$47.99

1.03%

The wage scale of the detectives shall be 7% above the corresponding patrol step upon promotion. On July 1, 2027, the detective stipend will increase from 7% to 8%.

### **Section 2- Performance Pay**

In addition to the wage scale, beginning July 1, 2028, Patrol Officers and Detectives will be eligible to receive \$550.00 within 30 days following the officer's performance evaluation dependent upon meeting or exceeding standards in all reviewed categories. If an Officer receives a review below "meets standard" in three or more rating categories, they will be placed on a Performance Improvement Plan for 90 days. Upon successful completion of the Performance Improvement Plan resulting in a "meets standard" or above in the identified areas, the officer will be eligible to receive the performance-based bonus. If the Officer does not meet the expectations outlined in the Performance Improvement Plan the opportunity to receive the performance-based bonus is forgone for the fiscal year.

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

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

### **Section 3 - Lateral Entry**

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

### **Section 4 - Educational Incentive Payments in Base Pay**

Effective July 1, 2027, Police Officers will receive education incentive payments added to their base hourly pay. Eligible Employees with an Associate Degree and/or Military service may receive \$0.50 added to their base hourly pay; and Eligible Police Officers with a BA/BS Degree or above may receive \$0.75 added to their base hourly pay' Eligible Police officers with a MA degree or above may receive \$1.00 added to their base hourly pay

### **Section 5 - EMT Licensure**

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

### **Section 6 - Detective On-Call Pay**

Detectives shall be on-call on a rotating basis to provide investigative services during non-scheduled hours. Rotation schedules will be established by the Criminal Investigation Division or the Criminal Investigation Unit Supervisor. The schedule shall be based on equal opportunities for all the Detectives to the extent possible. The weekly on-call periods of time shall run from 8:00 a.m. on Monday to the next Monday at 8:00 a.m. The Detective who is on-call will receive a weekly payment of 6.25 hours at the rate of 1 ½ their base plus education incentive. The Detective on-call will have the option to take home a city police vehicle. It will be the responsibility of the on-call detective, whether on duty or off to pick up and return to headquarters the city vehicle at the beginning and end of that detectives on call rotation. Effective July 1, 2028, detective's on call pay will increase from 6.25 hours to 7 hours at the rate of 1 ½ their base plus education incentive.

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

### **Section 7 – Incentive Pay for Special Assignments**

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

**Section 8 - Probationary Period**

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

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

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

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

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

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

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

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

**Section 9 - Cafeteria Benefit Plan**

This section combines the Wellness Account and the Multiple-Choice Benefit Plan into one Cafeteria Benefit Plan. The City will contribute for all permanent employees covered by this agreement \$800 annually for each Cafeteria Benefit Plan. Employees will contribute a minimum of \$150, through payroll deduction, to the Plan. During the contract year, employees may elect to contribute up to four sick leave incentive days to the Cafeteria Benefit Plan, during its annual open enrollment. In addition, employees may convert two sick days (not incentive days) into cash value at the current hourly rate. Said days will be computed at the Employee's current hourly rate by the number of hours in the Employee's normal scheduled work shift (excluding overtime). Reimbursements must be in accordance with the rules of the Cafeteria Benefit Plan and be in compliance with all applicable IRS Regulations.

**ARTICLE 14 – IN-SERVICE TRAINING**

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

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

Regional Training- Officers attending a single or multi day training (not 40 hours) that is held outside of Androscoggin County, on a scheduled day off will be provided a schedule adjustment within the officers next two regular work rotations. The adjustment will be equal to the number of hours the officer attended the training plus travel time to and from the class. 40 Hour Trainings – Officers attending a full week of training will be given the Sunday before the training and the Saturday following the training off as adjustments. Their 40-hour work week will consist of the five days of training and/or travel time. Travel time to trainings outside of Androscoggin County will be accounted for. If the class does not last the full 40 hours, including travel the officer will need to either stay on that Friday afternoon to make up the hours or use their earned time. If the class and travel time for an out-of-town training is over 40 hours, the additional time that is over 40 hours will be paid to the officer in overtime or credited comp time, whichever the officer chooses.

#### **ARTICLE 15 – HOLIDAYS & PERSONAL DAYS**

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

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

Officers shall receive, in addition to regular weekly wages, one fourth (1/4) of his/her weekly wages for each holiday. An Employee will receive an additional one half pay of the Employee's base hourly rate for any hours actually worked on Thanksgiving and/or Christmas, as long as it is his/her regularly scheduled day. Detectives, at their option, may elect to work or not to work on holidays except for Christmas and Thanksgiving where they are required to absent themselves. If a detective opts not to work a holiday which falls on his/her regularly scheduled day, the detective will receive his/her regular weekly pay, but no additional holiday pay.

At the beginning of the fiscal year, Officers shall be entitled to two (2) floating holidays and officers shall be granted one (1) personal day. Floating holidays and personal days do not carry over at the end of the fiscal year. Personal days shall be scheduled when no replacement for the Employee is required. Personal days shall be taken in one (1) day increments.

#### **ARTICLE 16 – VACATIONS**

## **Section 1 - Accrual**

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

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

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

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

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

## **ARTICLE 17 - SICK LEAVE**

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

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

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

For an Employee not at maximum sick leave accumulation, the Employee will be granted one

sick leave incentive day, up to a maximum of four days per year if he/she does not use sick leave in the periods listed below.

- The first sick leave Incentive period starts July 1st and ends September 30<sup>th</sup>.
- The second Sick Leave Incentive period starts October 1st and ends December 31<sup>st</sup>.
- The third Sick Leave Incentive Period starts January 1st and ends March 31<sup>st</sup>.
- The fourth Sick Leave Incentive period starts April 1st and ends June 30<sup>th</sup>.

For the purposes of this provision, sick leave donated to a catastrophic sick leave bank shall not be interpreted as sick leave use.

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

## **ARTICLE 18 - OTHER LEAVES**

### **Section 1 - Leave of Absence**

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

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

### **Section 2 - Military Leave**

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

### **Section 3 - Jury Duty**

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

### **Section 4 – Funeral Leave**

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

### **Section 5-Paid Family Medical Leave**

The Maine Paid Family Medical Leave Act rules and payroll withholdings will begin on July 1, 2026, the effective date of the contract. The required contribution per employee of an individual's wages will be split equally between the employee and the City of Auburn. Currently, the City is under contract with a private vendor for the PFMLA.

### **Section 6-Excessive Absenteeism**

Regular attendance is an essential responsibility of employees of the Auburn Police Department. Excessive absences and/or tardiness can place an undue hardship on fellow coworkers as well as have an impact on the quality of services the department can offer to the citizens we serve.

As such, employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also to remain at work for their entire shift. The purpose of this policy and contract provision is to promote efficient operation of the Agency, minimize unscheduled absences, and define "excessive absenteeism".

**Prescheduled times away from work using accrued sick and other earned time absences protected by federal or state law are not subject to discipline and are not considered absences for the purposes of this section.**

An absence occurs when an employee misses more than two hours of unscheduled time from work within a normal workday or work shift outside of an approved schedule change request.

An absence of up to three consecutive days due to the same illness, injury or other incident will be counted as one absence for the purposes of this section, only when accompanied by documentation from a Health Care Provider.

Supervisors are expected to meet with staff members and establish a Performance Improvement Plan (PIP) once an employee reaches seven absences and before an individual is considered "excessively absent" in order to problem solve ways to avoid further absences. The Department, through the Chief of Police, reserves the right to discipline employees up to their termination for excessive absenteeism. The employee will be given a Final Notification before employment termination outlining the expectations of the employee to avoid future discipline or termination.

Excessive Absenteeism Leave Abuse is defined as follows:

First Notification: Five absences in a July 1-June 30 fiscal year (marked as “nearly meets standards” on the employee’s annual evaluation for that evaluation year).

Second Notification: Seven absences in a July 1 -June 30 fiscal year (Marked as “Unsatisfactory” on the employee’s annual evaluation for that evaluation year). PIP shall be completed by the officer’s supervisor, identifying the officer as “frequently absent”.

Third Notification: Nine absences in a July 1-June 30 fiscal year (marked as “Unsatisfactory” on the employee’s annual evaluation for that evaluation year) and will automatically forfeit their “performance pay” and forego any appeal. An updated memo to the original PIP shall be completed by the officer’s supervisor, identifying officer as “excessively absent”

The Chief of Police shall place the employee on employment probation following the progressive discipline model, issuing appropriate discipline for “excessive absenteeism” up to termination. Discipline issued under this section shall be considered final and not subject to appeal or the regular grievance process.

## **ARTICLE 19 – COURT TIME**

Employees who are required to make a work-related off-duty court appearance, shall receive a minimum of three (3) hours’ pay at time and one-half their base hourly rate, and 1.5 times their base hourly rate for all hours after three hours of actual time spent at an off-duty court appearance. Separate morning and afternoon appearances for two (2) separate cases will constitute payment for two (2) separate appearances. Any compensation (from other than the City) received by the officers for attendance at any Court or official hearing shall be paid to the City. Any Employee on Superior Court standby shall receive the minimum court time payment if not released by 10:00 a.m. For the purposes of this article, Employees on paid leave shall be considered to have a work shift of 8:00 am to 4:00 pm.

## **ARTICLE 20 – INSURANCE**

### **Section 1 – Health Insurance Cost Share**

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

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

City	Employee
75%	25%

All employees shall pay a portion of health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Exhibit B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums. This cost share shall apply regardless of the level of insurance (individual, individual

with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

## **Section 2 - Health Reimbursement Account**

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

## **Section 3 - Health Insurance Waiver**

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

1. Any Police Officer eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive an annual payment equal to the amount of three and seven tenths (3.7) months of health insurance payments.
2. A Police Officer who is eligible for a full family plan, but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to three and seven tenths (3.7) months of the difference in premiums between the plan for which he/she is eligible and the plan which he/she opts to take.
3. Police officers who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to three and seven tenths (3.7) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. The payments in lieu of health insurance shall be based on the premiums in effect the month the premiums are paid.
5. A new Police Officer who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period or one year of service, whichever comes sooner.
6. If the Police Officer wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage), he/she may do so as long as he or she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
7. If a Police Officer is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the Police Officer shall repay the City the balance of the payment, pro-rated on a monthly basis.
8. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the Police Officer must submit written notice to the Human Resources Director. Discontinuance of health insurance or reinstatement of coverage will be effective the first day of the following month in which written notice has been received, provided that the Employee meets all conditions which may be imposed by the health insurance carrier.
9. If a Police Officer is currently receiving a payment for waiving health insurance

coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the Employee.

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

#### **Section 4 - Group Term Life Insurance**

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

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

#### **ARTICLE 21 - RETIREMENT SYSTEM**

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

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

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

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

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

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

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

## **ARTICLE 22 - WORKERS COMPENSATION**

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

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

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

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

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

or his designee.

### **ARTICLE 23 - UNIFORMS**

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

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

### **ARTICLE 24 - PHYSICAL FITNESS**

The City and the Union hereby recognize that the physical fitness of employees vitally affects the efficient, safe, and productive operation of the Department and the quality of police services provided to the public. Each Employee is required to maintain the level of physical fitness necessary to perform the normal duties of his/her position.

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

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

All Employees of the department covered by this Agreement will be required to take a

complete medical examination at least biennially from the department designated physician at the City's expense. The results of the examination will be provided to the Police Chief on the forms provided.

#### **ARTICLE 25 - DEFECTIVE EQUIPMENT**

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

#### **ARTICLE 26 -NON- DISCRIMINATION**

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

#### **ARTICLE 27 -LABOR/MANAGEMENT COMMITTEE**

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

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

1. Labor management is tasked with developing the policy, standards, and procedures for the fitness program. Any fitness program developed through labor management, including standards, policies, procedures, incentive structure, and implementation details, shall be subject to City Manager approval prior to implementation. Such approval shall not be unreasonably withheld and may be denied only based on the substance, reasonableness, safety, administrative feasibility, or application of the proposed program itself. If approval is denied, the City Manager shall provide the reasons for the denial in writing, including the specific concerns requiring revision, so that the proposal may be modified and resubmitted.
2. The current \$550 performance bonus will be suspended in Years 1 and 2 and reinstated in Year 3 with the new bonus standards developed by labor management. If the parties are unable to reach agreement on performance and standards bonus by Year 3, then the contract will revert to the prior bonus structure, and the \$550 performance bonus from the previous collective bargaining agreement will remain in effect.

3. Specialty Stipends-Qualifying positions.

**ARTICLE 28 - MAINTENANCE OF PRACTICES**

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

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

The following criteria shall also apply:

- i. The reason for trading time is due, not to the City's operations, but to the Employee's desire or need to accommodate personal or unexpected needs as they arise, and
  - ii. The pay back of a swap shall take place within nine (9) months of the swap.
2. The "meal period" of one-half (1/2) hour duration will be maintained. The time of the "meal period" will commence at the arrival at the meal location. The Police Officer must inform the dispatcher of the location. In emergencies, the "meal period" can be interrupted.
3. Coffee break of between 10-15 minutes will be permitted. It is the Police Officer's responsibility to notify the dispatcher when leaving his/her post and the break can be interrupted for emergencies.
4. Breaks for personal necessity may be taken at the station or at the Police Officer's home, provided the Police Officer resides in Auburn. It is the Police Officer's responsibility to notify the dispatcher of his/her location.
5. Police officers will be allowed adequate and reasonable time for doctor appointments. However, every effort should be made to have the appointments set for off-duty time.

Advance notice to the Chief or his designee is required. If the appointment is at an office located outside the City of Auburn, the police cruiser shall not be used. Members of the department can continue to drop off laundry.

6. Police officers will be permitted to "stay over" or "come in early" at the completion of their tour for another Police Officer on a voluntary basis, not to exceed 4.5 hours.
7. Seniority will prevail in vacation selection. However, vacation selections made when the vacation list is posted in December will not be changed because of seniority. This means if a junior Employee selects a vacation period and it is not in conflict with a senior Employee, the senior Employee will not be permitted to bump the junior Employee at a later date. The needs of the department will take precedence in all matters of vacation.
8. The City agrees to maintain its current Police Liability Insurance.
9. The City will agree to provide transportation from the station to and from extra assignments whenever there is good cause to believe that the Employee's private vehicle may be vandalized (subject to availability of cars to provide the transportation).

#### **ARTICLE 29 - OUTSIDE EMPLOYMENT**

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

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

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

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

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

and responsibilities of his City job.

4. Where an Employee is using his City position to influence his outside employment.

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

## **ARTICLE 30 - SUBCONTRACTING**

### **Section 1 - Loss of Job due to Subcontracting**

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

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

### **Section 2 – Recall of Former Employee**

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

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

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

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

#### **ARTICLE 31 - RECIPROCITY**

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

#### **ARTICLE 32 - SUBSTANCE ABUSE TEST**

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

#### **ARTICLE 33 - ACTIVE AGREEMENT**

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

This agreement shall be in force and effect from July 1, 2026 to June 30, 2029 and shall automatically remain in effect from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

#### **ARTICLE 34 - SEPARABILITY AND SAVINGS CLAUSE**

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

**[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE FOLLOWS]**

In witness thereof, the undersigned have caused this Agreement to be executed the \_\_\_\_ day of June, 2026, with an effective date of July 1, 2026.

CITY OF AUBURN

PATROL & DETECTIVE UNIT AND THE  
FRATERNAL ORDER OF POLICE

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

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By: Its

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By: Its

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By:  
Its

**EXHIBIT A UNIFORM POLICY  
Issuance & Replacement List**

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

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

## **EXHIBIT B CITY OF AUBURN HEALTH PROMOTION PROGRAM**

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

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

The program can be broken down as follows:

### **Health Risk Analysis and Education**

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

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

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

The City, after consultation with the Health Care Educator and the City Wellness Team, will, at a minimum, provide monthly health related programs and topics that relate to the challenges that are facing the Employees. The City will continue to seek creative and meaningful ways to reward and recognize employees making progress in obtaining their individual health care goals.

### **Health Care Advisory Team**

The City's Wellness Team will meet regularly to assist in recommending health related programs, adjustments to the percentage distribution and any wellness issues or concerns that may arise. Though the Team may recommend changes or adjustments to the program, the City will make the final determination to either accept or reject such recommendations. Lastly, since communications is such an integral part of any successful program, the Team will serve as an information conduit to City employees to assist in keeping

them apprised of ongoing health care issues.

### **Health Care Management Proposal**

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

### **Health Promotion Program and Health Insurance Cost Share**

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

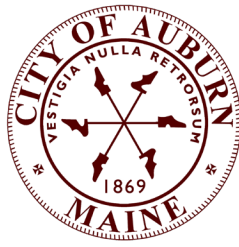
- The Employee has participated in the Health Risk Assessment;
- Has made reasonable progress and improvement since the last measurement;
- Has been recommended by their health care provider/educator as having made their "best effort."

The City will meet and discuss with the Union in all cases it deems an Employee to not have met this standard. Each case shall be decided on an individual basis and shall not be used as a reference in any way for any other Employee.

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

### **Flex Spending Account**

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



**ORDER 58-06152026**

# City Council Order

**IN CITY COUNCIL**

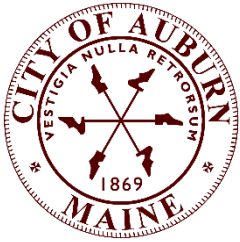
**ORDERED**, that the City Council hereby authorizes the City Manager to execute the Collective Bargaining Agreement with the Auburn Fraternal Order of Police Patrol and Detective Unit effective 07/01/2026.

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

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

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



## City of Auburn City Council Information Sheet

**Council Workshop or Meeting Date:** June 15, 2026

**Subject:** Executive Session

**Information:** Pursuant to 1 M.R.S.A. Section 405(6) (C) for discussion of an economic development matter where premature disclosures of the information would prejudice the competitive or bargaining position of the body or agency.

**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.