



City Council Workshop & Meeting
Agenda
October 6, 2025
Auburn Hall, Council Chambers

5:30 PM Workshop

- FY24 Audit Presentation
- Revised Fund Balance Policy
- LA911 Relocation Recommendation
- Washington Street Transportation Feasibility Study and Land Use Study – Little Andro Gateway

7:00 PM Meeting

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

- 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 92-10062025** – Confirming Chief Moen’s appointment of Andrew St. Pierre as Constable with firearm for the Auburn Police Department.

II. **Minutes** – September 15, 2025 Regular Council Meeting

III. **Communications, Presentations and Recognitions**

- Manufacturing Month Proclamation
- Domestic Violence Month Proclamation
- Comp Plan Update
- Reminder: Absentee voting available now through October 30
- John Jenkins Hearts & Hands Leadership & Service Award

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

V. **Unfinished Business**

VI. New Business

- 1) **ORDINANCE 07-10062025** – Amending Chapter 24, “Human Relations and Services”, Article II, Sec. 24-23 of the City’s General Assistance Program regarding annual adjustment of maximum benefits effective October 1, 2025. First reading. ROLL CALL VOTE. Passage requires majority vote.
- 2) **ORDER 93-10062025** – Initiating action to Planning Board regarding rezoning of the municipal Airport. Passage requires majority vote.
- 3) **ORDER 94-10062025** – Authorizing the City Manager to execute the Collective Bargaining Agreement between the City of Auburn and the Auburn Fraternal Order of Police Command Unit covering 07/01/2025 to 06/30/2028. Passage requires majority vote.

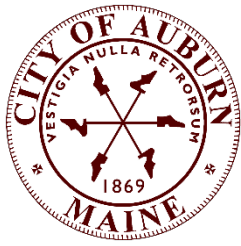
VII. Reports

- 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**

X. **Adjournment**



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 6, 2025

Author: Kelsey Earle, Finance Director

Subject: Proposed Updated Fund Balance Policy

Information: After reviewing the City's Fund Balance Policy, there are a few modifications that require review. There is no change to the recommended levels of fund balance. The previous policy used two different fund balance descriptions interchangeably creating ambiguity, the proposal is to adjust the language to be more clear.

City Budgetary Impacts: No budgetary impacts.

Staff Recommended Action: Staff recommends passage of the updated policy at the next Council meeting.

Previous Meetings and History: The policy was last updated by City Council in 2021.

City Manager Comments:

I concur with the recommendation. Signature:



Attachments:

Redlined version of updated Fund Balance Policy

General Fund - Fund Balance Policy (GASB 54)
As amended on ~~June 7, 2021~~ October 20, 2025

Purpose of this Policy

The purpose of this policy is to establish a target level of fund balance for the general fund and to establish a process and criteria for the continued evaluation of that target level as conditions warrant. This policy shall also establish a process for reaching and maintaining the targeted level of ~~unassigned-unrestricted~~ fund balance, and the priority for the use of amounts in excess of the target. The City maintains appropriate funds to ensure financial stability and availability of resources to meet financial commitments. Adequate fund balance and reserves position an organization to effectively respond to cash flow fluctuations caused by significant economic downturns, outside agency actions, emergencies, or other unexpected events. The City also recognizes that healthy fund balances are crucial to long-term planning. Finally, this policy shall provide a mechanism for monitoring and ~~reporting~~reporting on the City's general fund balance. This policy applies only to the general fund.

Definitions and Classifications

Fund Balance is a term used to describe the net assets of governmental funds. It is calculated as the difference between the assets and liabilities reported in a government fund.

Governmental fund balance is reported in five classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The five classifications of fund balance for the General Fund are defined as follows.

- *Non-spendable* – resources which cannot be spent because they are either a) not in spendable form ~~or~~or b) legally or contractually required to be maintained intact.
- *Restricted* – resources with constraints placed on the use of resources which are either a) externally imposed by creditors (such as through debt covenants), grantors contributors, or laws or regulations of other governments; or b) imposed by law through constitutional provisions or enabling legislation.
- *Committed* – resources which are subject to limitations the government imposes upon itself at its highest level of design making, and that remain binding unless removed in the same manner. This must be set in place prior to the end of the period.
- *Assigned* – resources neither restricted nor committed for which a government has a stated intended use as established by the City Council, or a body or official to which the City Council has delegated the authority to assign amounts for specific purposes.
- *Unassigned* – resources which cannot be properly classified in one of the other four categories. The General Fund should be the only fund that reports a positive unassigned fund balance amount.

The committed, assigned, and unassigned classifications are often referred to, in the aggregate, as the unrestricted fund balance.

GAAP means generally accepted accounting principles in the United States.

General Fund - Fund Balance Policy (GASB 54)
As amended on ~~June 7, 2021~~ October 20, 2025

Background and Considerations

Fund balance is intended to serve as a measure of financial resources in a governmental fund. The City's management, credit rating services, and others monitor the levels of fund balance in the general fund as an important indicator of the City's economic condition.

In establishing an appropriate level of fund balance the City of Auburn has considered the following factors:

- *Property tax base.* The property tax is the largest revenue source of the City's general fund. The City receives payments twice a year.
- *Non-property tax revenues (examples Excise Tax, State Revenue Sharing and ~~etc~~etc.).* These resources must be considered in terms of the percentage each comprises of the total budget, as well as the reliability and stability of these resources.
- *Exposure to significant outlays.* The City shall consider its potential exposure to significant one-~~time-time~~ outlays, either resulting from a disaster, immediate capital needs, state budget cuts or other events.
- *Debt.* It is essential that the City ~~have~~has sufficient capacity to make its debt service payments. Principal and Interest payments along with the second interest payment need to be maintained along with future debt services as developed in the City's capital improvement program.
- *Liquidity.* An adequate level of fund balance should be maintained to ensure sufficient liquidity. The potential drain on the general fund resources from other funds, as well as the availability of resources in other funds, should be considered.
- *Government Finance Officers Association Best Practice.* The GFOA has established a best practice that recommends, "~~...~~"... at a minimum, that general-purpose governments, regardless of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditure." GFOA's best practice also states, "...governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance rather than unrestricted fund balance."

Policy

It is a policy of the City of Auburn to maintain unrestricted fund balance in the general fund no less than **10%** and no more than **14%** of general fund annual budgeted ~~expenses~~. In the event that the ~~unassigned-unrestricted~~ fund balance drops below this level, the City will develop a plan, implemented through the annual budgetary process, to bring the balance to the target level over a period of no more than three (3) years. Amounts in excess of the target shall be brought to the City Council in the form of a Council Order before use for City Council approval. Primary use of excess funds shall be toward operating capital projects but may be assigned to other priorities through Council action and shall not be used for ongoing recurring expenditures.

The Finance Director, in accordance with GAAP, shall report fund balance in the appropriate classifications and make the appropriate disclosures in the City's financial statements. Unless classified as restricted or committed, the following balances shall be classified as assigned per GAAP or as required by this policy.

General Fund - Fund Balance Policy (GASB 54)
As amended on ~~June 7, 2021~~ October 20, 2025

Encumbrances. Amounts encumbered at year-end by purchase order or another means shall be classified as assigned.

Budget Appropriations. Amounts appropriated in the annual budget resolve, or in any supplemental budget resolves, for expenditures in the following fiscal year shall be classified as assigned.

Capital Budget. Amounts designated in the first year of the City's capital improvement program (CIP) as either appropriations or advances to other funds shall be classified as assigned.

~~Self-Insurance~~*Self-Insurance.* Amounts designated in the City's ~~self-insurance~~*self-insurance* shall be classified as assigned.

Compensated Absences. These are not typically recorded as liabilities in the governmental funds, unless they are paid out immediately following the close of the fiscal year. However, the obligation for compensated absences can be significant. Therefore, the City will assign the amount equal to the estimated amount required at year end to pay the compensated absence obligation for those who meet the eligibility criteria for payment and can be expected to terminate employment with the City in the following fiscal year. This amount shall exclude any amount recorded as a liability.

Policy Administration

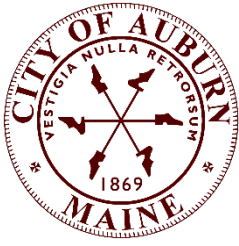
Annually the Finance Director shall ~~report~~*report on* the City's fund balance and the classification of the various components in accordance with GAAP and this policy.

The Finance Director shall annually review this policy and the considerations used in establishing the ~~unassigned-unrestricted~~ fund balance target. The Finance Director shall report whether changes in those considerations or additional considerations have been identified that would change the recommended level of ~~unassigned-unrestricted~~ fund balance.

Should the City fall below the target level, the Finance Director shall prepare a plan to restore the ~~unassigned-unrestricted~~ fund balance to the target level within three (3) years. If projections indicate the reserve balance will be replenished within twelve (12) months through normal operating activity, no corrective action shall be required. However, if the reserve balance is not expected to be restored within that period, the City, with Council approval, shall implement appropriate measures to replenish the balance, which may include the following:

- Reduction of expenditures
- Delay of capital purchases
- Increase in fees and/or taxes
- Use of year-end surplus

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**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 6, 2025

Author: Phil Crowell, City Manager

Subject: LA911 Relocation Request

Information:

The Lewiston/Auburn 911 (LA911) Center has operated out of the Central Fire Station for over 25 years. As part of the planning for Auburn's new Public Safety Facility, LA911 must relocate to ensure continuity of operations and accommodate future needs.

During preliminary discussions in 2022, the Public Safety Ad-Hoc Committee and the LA911 Board evaluated the feasibility of including the 911 Center in the new Public Safety Facility. However, this option presented significant logistical challenges and an estimated cost of approximately \$4 million—excluding the costs and disruptions associated with a temporary relocation.

Since then, the LA911 Committee has been actively working toward a long-term solution. After evaluating multiple options, including 85 Park Street in Lewiston, the committee is recommending Auburn Hall as the new location for the LA911 Center. A detailed rationale for this recommendation is included in the attached documentation.

This information will be presented during the upcoming workshop. Both the Auburn and Lewiston City Councils will need to approve the site recommendation. Auburn will prepare an order for consideration at the October 20, 2025 City Council meeting.

City Budgetary Impacts: Future funding will need to be approved for Auburn's share of the total costs.

Staff Recommended Action: NA

Previous Meetings and History: NA

City Manager Comments:



I concur with the recommendation. Signature:

Attachments: Lewiston Auburn 911 Relocation memo dated 9/18/2025; Allied Cook site evaluation and recommendation memo dated 9/18/2025

ALLIEDCOOK CONSTRUCTION

September 18, 2025

Timothy Hall
Lewiston-Auburn Emergency Communications
552 Minot Avenue
Auburn, ME 04210

Dear Tim,

Attached to this letter, please find the revised budget comparison for the L/A 911 Communications Center Auburn Hall (60 Court Street, Auburn Maine) and 85 Park Street Lewiston Locations. To provide a true comparison of the projects we made the following adjustments:

1. 85 Park Street Budget – Corrected the Math Error with the design/construction contingency
2. 85 Park Street Budget – Added 3% escalation to the overall construction costs based on that budget exercise being completed in February of 2025.
3. 85 Park Street Budget – Added the following line items (below the line) for alternates that should be accepted but not included in the cost of construction...
 - a. Added Cost for Structure Cat 4 Upgrade = Unknown
 - b. Complete Roof Upgrade (Due to Age and Condition of Roof) = \$250,000
 - c. Replace (6) Aging Roof Top Units = \$150,000
 - d. Replace controls systems for Roof Top Units = \$60,000
 - e. Addition of Radio Tower to Building = TBD

New Observed Costs for Each Concept (Including all Soft Costs / Contingencies / Alternates):

- 85 Park Street Lewiston: \$3,499,597
 - o Note: No structural evaluation was carried out on this building to confirm that it meets Category 4 Requirements. This budget assumes NO STRUCTURAL UPGRADES.
- Auburn City Hall: \$2,664,160
 - o Note: Structural Integrity Inc. has confirmed that Auburn City Hall meets Risk Category 4 Requirements for structure and has provided an engineers stamped letter confirming their evaluation.

Please see the following page for our recommendations based on our most recent budget and design exercises.

ALLIEDCOOK CONSTRUCTION


Recommendation:

- From a cost perspective, based on the attached budget comparison sheet, AlliedCook Construction recommends that Lewiston-Auburn Emergency Communications pursue the Auburn City Hall Concept for its new location.
- From a design perspective, based on the current schematic designs, AlliedCook Construction recommends that Lewiston-Auburn Emergency Communications pursue the Auburn City Hall Concept for its new location. Here are the primary concerns influencing our recommendation:
 - o Structural Evaluation: Based on the age of the 85 Park Street building, the structure of that building will most likely not meet current building codes or risk category 4 requirements. Additionally, as structural improvements are made to that building, it will impact scope and costs in all divisions of work resulting in a significant cost increase to the current proposed budget. As work in all divisions increases, it will require further enforcement of current building codes and cross a threshold requiring the entire building to be built to all current building codes and standards. At this level, we initially see that this would most likely result in adding an elevator to this building, along with updating the entire building envelope.
 - o Physical Location of 85 Park Street: Based on the location of the 85 Park Street building, we have observed that the structure will need to be reinforced to withstand the failure of other buildings abutting the property. Because the top of the building is at a lower elevation to the abutting buildings, the code requires that the communication center's structure be able to withstand the abutting buildings collapsing on top it. The current building construction will not meet this requirement.

With the above recommendations, we have provided a separate letter of release to move forward with design and planning for the Auburn City Hall Concept. This includes design development allowing our team to provide a GMP proposal and start the project.

We appreciate this opportunity to work with you and the communities you serve and welcome any questions you may have as you evaluate all the information we have provided.

Sincerely,



JP Schwartz

Vice President - AlliedCook Construction



Lewiston-Auburn 9-1-1 Emergency Communications System

Timothy W. Hall, Director

552 Minot Avenue, Auburn, Maine 04210

207.786.5380 ~ 207.795.0743 fax

Phil Crowell, Auburn City Manager
Bryan Kaenrath, Lewiston City Administrator

September 18, 2025

Lewiston/Auburn 9-1-1 Relocation

Lewiston/Auburn 9-1-1 has operated from the basement of Auburn's Central Fire Station for over 25 years. As Auburn is preparing to demolish the building to construct a new Public Safety Facility, the 9-1-1 Center must vacate by June 2026.

Initial estimates to incorporate the 9-1-1 Center into the new Public Safety Facility totaled \$3.75 million, not including the cost of relocating essential equipment such as radio and 9-1-1 infrastructure, nor the costs of temporary accommodation during construction. Due to these substantial expenses, the 9-1-1 Committee was tasked with exploring alternative options.

Site Evaluations

1. 85 Park Street, Lewiston:

- Vacant building that is currently owned by the City of Lewiston.
- Offers sufficient space, existing kitchen and restroom facilities, and room for future expansion.
- Concerns:
 - Unclear whether the building meets Category IV compliance, specifically in terms of structural integrity in the event of neighboring building collapse.
 - Renovation costs to meet compliance are currently unknown but expected to be significant.
 - While current cost estimates are \$3,499,596.00, these are likely to rise during design and engineering.
 - Older systems and the age of the building itself are likely to lead to higher long-term maintenance and operational costs.



Lewiston-Auburn 9-1-1 Emergency Communications System

Timothy W. Hall, Director

552 Minot Avenue, Auburn, Maine 04210

207.786.5380 ~ 207.795.0743 fax

2. 60 Court Street, Auburn (Auburn Hall – 3rd Floor)

- Currently houses Auburn Police Department's Administration and Criminal Investigations Division.
- The plan would involve temporarily relocating the Criminal Investigations Division into leased office space to accommodate 9-1-1. During this interim period, 9-1-1 would be responsible for the lease payments associated with that relocation.
- Once the new Public Safety Facility is complete, Police Administration will move, and 9-1-1 will occupy those offices, no additional cost is associated with this final phase.
- While space constraints exist during the interim period, they are manageable with the understanding this is a temporary solution.
- Estimated costs are \$2,664,160.00, but this site has the advantage of a signed and sealed engineering letter confirming it meets Category IV compliance.

Design and construction costs at Auburn Hall focus primarily on.

- Ensuring the operations floor meets NFPA requirements, including ballistic-resistant windows and walls.
- Establishing independent electrical, backup power, and HVAC systems.
- Additional renovations include the addition of a kitchen and removal of three interior walls to create an open space for operations.

9-1-1 Committee Recommendation:

At its meeting on September 18, 2025 the 9-1-1 Committee voted to recommend Auburn Hall as the preferred relocation site. This recommendation is based on:

- Lower up-front project costs, (\$835,436.00 below Park St)
- Reduced ongoing operational expenses,
- And greater cost predictability.

Our Partners at AlliedCook have indicated Auburn Hall costs may decrease as we refine the design, while 85 Park Street costs are at a minimum baseline and likely to increase.

Location Agreement Request:

Regardless of which site is ultimately selected, the Committee respectfully requests a formal written agreement between the Cities of Auburn and Lewiston that outlines:

- Any applicable lease arrangements,
- Responsibility for utility costs,
- Provisions for employee parking and facility access.



**Lewiston-Auburn 9-1-1
Emergency Communications System**

Timothy W. Hall, Director

552 Minot Avenue, Auburn, Maine 04210

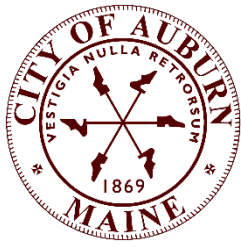
207.786.5380 ~ 207.795.0743 *fax*

This agreement will help ensure long-term clarity and operational stability for the 9-1-1 Center.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Timothy Hall".

Timothy Hall, 9-1-1 Director



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 6, 2025

Author: Eric J. Cousens, Public Services Director

Subject: Washington Street Transportation Feasibility Study and Land Use Study – Little Andro Gateway

Information: The City of Auburn and the Androscoggin Transportation Resource Center (TRC) have contracted with Maine DOT and a team of engineers, landscape architects, and planners to study improvements to the Washington Street Corridor. The primary purpose of this study is to improve safety and accessibility along the corridor, including adding pedestrian and bike accommodations, while maintaining or improving traffic mobility. The study is assessing the feasibility of a reimagined Washington Street, with a two-way local street on the current Washington Street North, and a two-way arterial for commercial and through-traffic on the current Washington Street South.

The Washington Street Feasibility Study has been underway for nearly 12 months with property owner engagement and public feedback prior to drafting the current conceptual plans. We are beginning the public input phase on the conceptual plans and want to update the City Council on the efforts to date and hear any feedback. For more Info visit <https://www.littleandrogateway.com/>. This effort was identified in the current Comprehensive Plan.

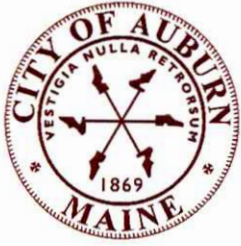
City Budgetary Impacts: Study costs are shared between ATRC, MDOT and the City. Project Construction costs, funding sources and new tax revenue potential will be identified as the study progresses.

Staff Recommended Action: Overview from Consultant, discuss, ask questions and provide feedback.

Previous Meetings and History: FY 2024 Budget and CIP for Small Area Master Plans.

City Manager Comments: I concur with the recommendation. Signature: *Philip Crowell Jr.*

Attachments: Draft Plans and Traffic Memo.



**City of Auburn
City Council Information Sheet**

ORDER 92-10062025

Council Workshop or Meeting Date: October 6, 2025

Author: Jason D. Moen, Chief of Police

Subject: Confirm Chief Moen's appointment of Andrew St. Pierre as Constable with firearm for the Auburn Police Department.

Information: The Auburn Police Department requests City Council appointment of Andrew St. Pierre as Constable with firearm for the City of Auburn.

City Budgetary Impacts: N/A

Staff Recommended Action: Motion to confirm Chief Moen's appointment of Andrew St. Pierre as Constable with firearm for the Auburn Police Department.

Previous Meetings and History: None

City Manager Comments:

I concur with the recommendation. Signature

Phillip Crowell Jr.

Attachments:

N/A



ORDER 92-10062025

City Council Order

IN COUNCIL

ORDERED, that Andrew St. Pierre be appointed as Constable with firearm for the Auburn Police Department.

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

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

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

IN COUNCIL MEETING SEPTEMBER 15, 2025, VOL 38 PAGE 47

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

I. Consent Items

- 1) ORDER 82-09152025* – Confirming Chief Moen’s appointment of David Strait as Constable with firearm for the Auburn Police Department.
- 2) ORDER 83-09152025* - Approving the renewal of an Auto Graveyard/Junkyard permit for Randy’s Auto, 899 Broad St.
- 3) ORDER 84-09152025* - Approving the renewal of an Auto Graveyard/Junkyard permit for M&P Auto, Inc., 227 Merrow Rd.
- 4) ORDER 85-09152025* - Approving the renewal of an Auto Graveyard/Junkyard permit for Prolerized New England Company, LLC., 522 Washington St. North.
- 5) ORDER 86-09152025* - Approving the renewal of an Auto Graveyard/Junkyard permit for Isadore T. Miller, 79 & 80 Old Hotel Rd.

Motion for passage by Councilor Walker, seconded by Councilor Weisner. Passed 7-0.

II. Minutes – September 2, 2025 Regular Council Meeting

Motion to accept the minutes by Councilor Walker, seconded by Councilor Cowan. Passed 7-0.

III. Communications, Presentations and Recognitions

IV. Open Session

Peter Rubens, regarding the Androscoggin River
Joe Thomas, ATU Transit Union President

V. Unfinished Business

- 1) ORDER 87-09152025 – Business License Denial Appeal Hearing pursuant to Sec. 14-662 of the City’s Code of Ordinances regarding 65 Washington St N, Medical Cannabis Retail Store. Action to follow.

Mayor opened the hearing. Mr. Frank Berenyi presented representing the applicant. The City Clerk presented on the license denial. Questions from the Council and applicant concerned the mailing address of the church and school. The school and church exist on the same parcel. The Mayor opened the item for public comment. There was no comment from the public. The Mayor closed the hearing.

IN COUNCIL MEETING SEPTEMBER 15, 2025, VOL 38 PAGE 48

Motion to deny the license previously denied by the City Clerk was made by Councilor Platz. Seconded by Councilor Walker.

A draft Findings of Fact was presented by Attorney Carey. An amendment to the main motion was made to adopt the Findings and Conclusions by Councilor Gerry. Seconded by Councilor Whiting. Motion passed 7-0.

Motion passed as amended 7-0.

2) Public Hearing - CDBG/HOME Consolidated Annual Performance Evaluation Report (CAPER) Program Year 2024. Public hearing, no action to follow.

Mr. Holmes, Director of Community & Business Development, presented an update on this five year plan.

VI. New Business

1) ORDER 88-09152025 – Public hearing regarding 67 Minot Avenue (Parcel ID 240-271) on the prompt action to secure the structure. Public hearing and action to follow.

Miracle Enterprises, LLC, is the owner of the business. Representatives were in attendance from the company to speak on the property.

Eric Cousens, Director of Public Services, and David O'Connell, Fire Inspector, presented their findings on determining the security of the structure.

A letter from Zack Brandwein, included in the amended packet, was accepted into the record.

Councilor Whiting moved to adopt the findings of fact and conclusions of law as drafted. Seconded by Councilor Walker.

Councilor Milks moved to amend the language in 9) to strike “served” and replace with “sent”. Seconded by Councilor Gerry. Motion passed 7-0.

Motion passed 7-0, as amended.

2) ORDER 89-09152025 - Public hearing regarding 67 Minot Avenue (Parcel ID 240-271) on the request for ongoing order to secure the structure. Public hearing and action to follow.

Eric Cousens, Director of Public Services, and David O'Connell, Fire Inspector, presented their findings on determining the security of the structure.

A representative of the company stated she would be working to secure the building. Mayor Harmon asked the representatives of the company if they agree to let city staff secure the building if the plan for the company to secure the building is not executed.

IN COUNCIL MEETING SEPTEMBER 15, 2025, VOL 38 PAGE 49

Representatives of the company stated they would be working to secure the building. Councilors stated agreement with the draft order that staff be authorized to secure the building. Attorney Carey stated the draft order could be amended to allow staff to inspect the building.

Councilor Milks moved to adopt and amend the order to include that staff be authorized to inspect the building prior to securing and that 9) be amended to strike “serve” and add “sent”. Seconded by Councilor Cowan. Motion passed 7-0.

3) ORDER 90-09152025 - Approving the renewal of an Auto Graveyard/Junkyard permit for Don’s No Preference Towing, dba Morris Auto Parts, 940 Washington St. North with conditions. Passage requires majority vote.

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

4) ORDER 91-09152025 - Designating Phillip Crowell, City Manager, as the Voting Delegate for the City of Auburn for the MMA Annual Business Meeting to be held October 8, 2025. Passage requires majority vote.

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

VII. Reports

- a. **Mayor’s Report** – Mayor Harmon spoke on a few updates in the community including the status of the Community Resource Center to residents of Barker Mill Arms. The PAL Ribbon Cutting took place on September 5, 2025. Met with committees regarding carry-over bills concerning housing matters. The Public Library held its block party this past weekend with approximately 400 participants.
- b. **City Councilors’ Reports** – Spoke on the positive resident meeting with the Mayor and Barker Mill Arms concerning the Community Resource Center. Councilor Whiting noted he was riding in the Dempsey Challenge. Councilor Cowan stated there would be a Town Hall meeting on September 29 in the Community Room at Auburn Hall at 6pm. Maine State Music Theatre has some events they are coordinating with the ELHS Auditorium. Full Plates Full Potential offers culinary training at ELHS. Congratulated Lt. Harrington on graduating the FBI academy. Councilor Milks spoke positively on the PAL Center Ribbon Cutting. Councilor Platz gave an update on the hiring of the School Department. To date, 55 staff members have been hired including teachers and support staff. There are 24 vacancies remaining district-wide.

IN COUNCIL MEETING SEPTEMBER 15, 2025, VOL 38 PAGE 50

c. Student Representative Report – Brennan Edwards spoke on the start of the new school year, no phones are allowed at ELHS. There will be a home football game on Friday, come out to support ELHS.

d. City Manager Report – Gave an update on the PAL Center. Thanked those who attended the 9/11 ceremony and hosted the blood drive. Thanks to the Finance department and tax staff as taxes were due today.

VIII. Open Session

IX. Executive Session

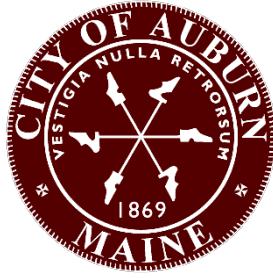
X. Adjournment

Motion to adjourn by Councilor Platz, seconded by Councilor Milks. Passed 7-0.

Council adjourned at 8:53pm.

A TRUE COPY ATTEST

Emily F. Carrington, City Clerk



PROCLAMATION | **MANUFACTURING MONTH**

WHEREAS, the City of Auburn boasts 40 Transportation and Warehousing businesses and 49 Manufacturers within minutes of Exit 75 making it “Maine’s Manufacturing, Warehousing, and Distribution Hub”; and

WHEREAS, Maine is home to approximately 1,870 manufacturing business establishments; and

WHEREAS, the manufacturing sector is Maine’s fourth largest business sector; and

WHEREAS, there are over 3,000 manufacturing, warehouse, and distribution careers within minutes of Exit 75 in Auburn; and

WHEREAS, manufacturers in Maine employ over 56,700 people, with an average annual wage of over \$67,000; and

WHEREAS, manufacturers help to drive the Maine economy, with \$1.93 billion in manufactured goods export; and

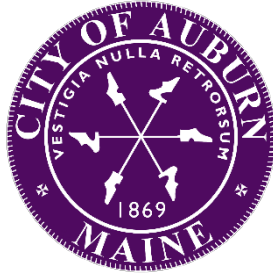
WHEREAS, manufacturing sectors in Auburn include sectors in advanced materials and composites, aerospace and defense, biotech and medical devices, blue and forest bioeconomy, and food and beverage.

NOW THEREFORE, I, Jeffery D. Harmon, Mayor of the City of Auburn, do hereby proclaim the month of October 2025 as: Manufacturing Month in the City of Auburn.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Auburn, Maine to be fixed this 6th day of October 2025.

Mayor Jeffrey D. Harmon



PROCLAMATION | **DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, we have citizens and neighbors who have survived domestic violence, who are still experiencing abuse, and who have lost their lives to this critical community issue, the City of Auburn recognizes October as **Domestic Violence Awareness Month**.

WHEREAS, in the last year, Safe Voices has served over 2,300 individual survivors of abuse, trafficking, and exploitation, including over 1,000 in Androscoggin County and over 250 in Auburn; and

WHEREAS, the effects of domestic violence are far-reaching, directly affecting individual survivors as well as our community at large; and

WHEREAS, domestic violence at home is an indicator of risk to the broader community, often escalating to include violence outside the home; and

WHEREAS, roughly half of all homicides annually in the state of Maine are attributed to domestic violence; and

WHEREAS, we recognize that domestic violence must be addressed by a community as a whole, as a community safety issue, and with survivor-centered responses; and

WHEREAS, we remind domestic violence survivors that they are not alone, and urge them to seek aid from the local Safe Voices helpline (800-559-2927) or the statewide helpline (866-834-HELP).

AND WHEREAS, we urge all local citizens to embrace this month of action by participating in activities and programs sponsored by Safe Voices and other community organizations working toward the elimination of intimate partner violence.

NOW THEREFORE, I Jeffrey Harmon, Mayor of the City of Auburn, by virtue of the authority vested in me, do hereby proclaim October 2025 as Domestic Violence Awareness Month in the City of Auburn.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Auburn, Maine to be fixed this 6th day of October, 2025.

Mayor Jeffrey D. Harmon



City of Auburn Comprehensive Plan City Council Update

October 6, 2025



Agenda

- Project Team Introduction
- Project overview and timeline
- Project goals
- Inventory and Analysis
- Community Engagement
- Vision Statement
- Next Steps

Project Team



Comprehensive Plan Committee
City Staff



Consultant Team

Comprehensive Plan - Project Timeline



Phase 1: Inventory and Analysis

March – August 2025



Phase 2: Public Engagement and Visioning

March – August 2025



Phase 3: Action Plan Development

*September 2025 –
March 2026*



Phase 4: Final Plan

March – June 2026

Project Goals

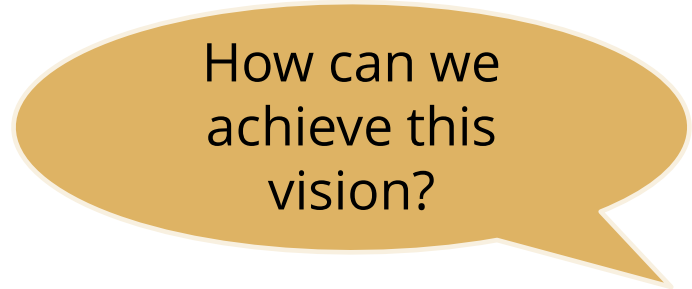
- Utilize a collaborative process to ensure a variety of community members are involved and that community groups are represented in the process.
- Develop a vision statement that is reflective of the community's needs, goals, and values
- Establish strategies that are achievable and that will help the City realize its vision over the next decade.
- Create a plan that provides clear guidance for implementation and that is accessible to the community.
- Ensure compliance with the Growth Management Act and receive State approval.



What is important to the community?



What is the collective vision?



How can we achieve this vision?

Inventory and Analysis

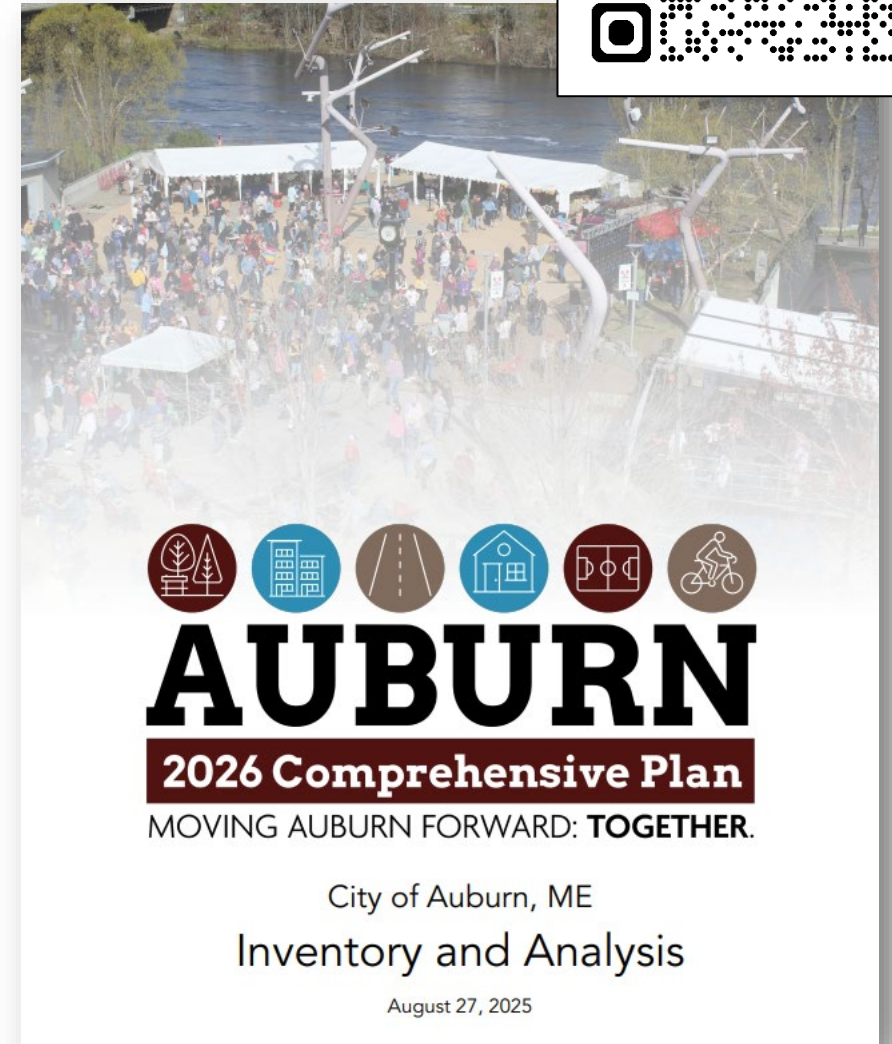
March – August 2025

Inventory of current conditions in Auburn across a variety of subject areas:

- Population and Demographics
- Water and Natural Resources
- Agriculture and Forestry
- Recreation
- Land Use
- Housing
- Economy
- Transportation
- Historic Resources
- Public and Community Services
- Fiscal Capacity

Sections were reviewed in subcommittees in May and June

View the full inventory and StoryMap online!



Community Engagement – Social Pinpoint

1,800 engagements and inputs through September 17, 2025



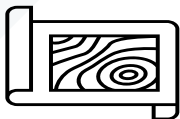
1,145

Website Visitors*



47

Email Signups



95

Ideas Wall Posts



111

Map Posts



71

Polls and Surveys Completed



19

Budget Activities Completed

We want to hear from you!

Share Your Ideas

Map Your Ideas

Enter the Photo Contest

Email Updates

Open

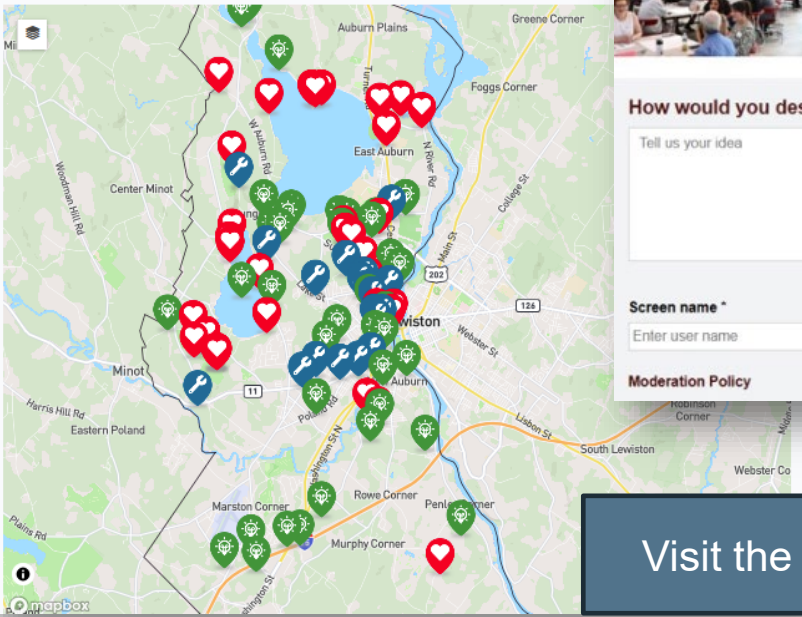
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Interactive Map

Use this interactive map to share your favorite places in Auburn, challenges you experience, or ideas you have to enhance Auburn in the future. Enter an address or click the "Add Map" button in the right corner and zoom into a location to get started.

101 contributions so far

Enter an address



How would you describe Auburn's identity in three words?

Tell us your idea

Screen name *

Enter user name

Moderation Policy

Visit the site!



*Excluded from engagements and inputs total

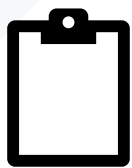
Community Engagement

1,800 engagements and inputs through September 17, 2025**



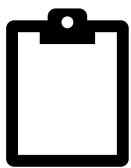
541

Community Survey Responses



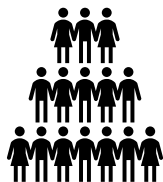
285

Middle School Survey Responses



143

High School Survey Responses



77

Focus Group Attendees



~ 45

Open House Visitors



358

Community Event Touchpoints*



*Includes farmers market, National Night Out, PAL Center Backpack Drive, Drop-In Center Listening Session, and Youth Forum

** Between a direct household mailing, fliers, post cards, social media posts, and direct invites for the focus group and open house events, the project team sent over 15,000 notifications to inform community members of the project

Draft Vision Statement – Vision and Guiding Principles

The vision outlines a desired future state for Auburn as the plan is implemented over the next decade.

Guiding principles provide a lens through which the plan’s components will be developed. Each principle should be reflected throughout the plan.

CITY OF AUBURN Comprehensive Plan: Draft Vision



Auburn is a resilient, connected, welcoming, and intentional community where everyone can thrive. Abundant and healthy farms, forests, lakes, and rivers surround Auburn’s vibrant neighborhoods and dynamic commercial, industrial, and mixed-use centers.

GUIDING PRINCIPLES

RESILIENT

Auburn adapts quickly to new issues and trends, meeting residents’ needs while enduring and evolving in the face of challenges.

CONNECTED

Auburn fosters community connection, engagement, and belonging through a strong network of neighborhoods, businesses, organizations, service providers, civic institutions, and recreational areas.

WELCOMING

Auburn is a friendly and hard-working city that is accessible and affordable to people at all phases of life. Residents know where they can go to connect with others, access services or businesses, and feel safe in the community.

INTENTIONAL

Auburn is a thoughtful, forward-thinking city that sets strategic goals and plans holistically for future growth and investments. Purposeful land use planning and community investment strengthen and solidify Auburn’s position in the region and state and establish a clear identity for the City.

Draft Vision Statement – Goals

The goals outline priority areas for the final plan to address. Policies, actions, and future land use plan will be structured around each goal.

GOALS



COMMUNITY

Foster a friendly and welcoming community where all community members feel connected, safe, and engaged.



HOUSING

Ensure access to a broad range of housing options that meet the needs of the community across income levels, ages, and life stages to support current and new residents and maintain a strong workforce.



ECONOMY

Support a resilient economy that provides quality jobs, fosters innovation, and strengthens local businesses and industries while providing quality education and training for people of all ages.



TRANSPORTATION

Develop a safe, efficient, and accessible multimodal transportation network and traffic management solutions that connect people to places throughout the City.



NATURAL ENVIRONMENT

Preserve and enhance the City's natural environment and agricultural tradition to protect water quality, improve food access, promote public health, provide connected wildlife habitats, and respond to the impacts of climate change.



PARKS AND RECREATION

Maintain and expand access to parks, trails, and recreational facilities that support social connection and active lifestyles for people of all ages and abilities.



INFRASTRUCTURE

Maintain existing infrastructure and plan strategic investments that prepare the City to respond to changing community needs and future challenges.



LAND USE

Promote thoughtful land use planning that balances fiscally and environmentally sustainable growth with support for Auburn's existing commercial centers, neighborhoods, and rural areas.

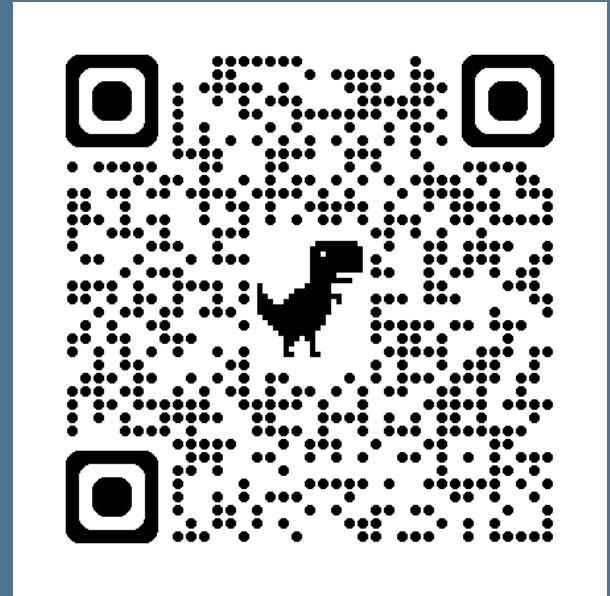
Next Steps

- Finalize draft vision statement
- Develop a draft Future Land Use Map, policies and actions (October – December 2025)
- Community Input on draft map, policies, and actions (January 2026)
- Finalize map, policies, and actions and develop final comprehensive plan (January – July 2026)

Future opportunities to participate:

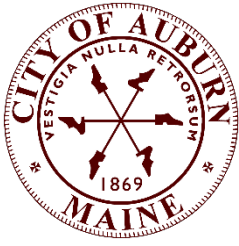
- ✓ Online engagement on social pinpoint
- ✓ Future land use, policy, and action feedback in January
- ✓ Attend a Comprehensive Plan Committee Meeting

Visit the website!



[Tinyurl.com/plan-auburn](https://tinyurl.com/plan-auburn)

Questions and Discussion



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 6, 2025

ORDINANCE 07-10062025

Author: Jamie Longley, General Assistance Manager

Subject: Amending Chapter 24, "Human Relations and Services", Article II, Sec. 24-23 of the City's General Assistance Program regarding annual adjustment of maximum benefits.

Information: Maine Municipal Association has updated their General Assistance Ordinance and updates have been made to Appendix A (overall maximums), Appendix B (food maximums), and Appendix C (housing maximums) of the General Assistance Ordinance. There is also a new Recovery Residence Housing Maximums guide.

This amendment adopts these changes for the 2025/2026 year. The language in the ordinance has been amended to specify all of the adopted GA Maximums (Appendices A-H) and Recovery Residence maximums, and specifies the City's adoption of the MMA General Assistance Ordinance (dated September 2025). A copy of these records in their entirety are kept on file in the office of the city clerk for public information.

As an ordinance amendment, tonight will be first reading and second reading and public hearing will be scheduled for October 20, 2025.

City Budgetary Impacts: The overall maximums (Appendix A) are an average increase of 10.13% per person/household per month. The food maximums (Appendix B) are an average increase of 2.08% per individual per month. The housing maximums (Appendix C) are an average increase of 11.21% per unit per month. Recovery houses have increased 11.59% per month. This is estimated to be an annual increase of \$79,285. *There are no changes in appendices D-H.*

Staff Recommended Action: Approval of changes to the General Assistance Ordinance, Appendices A-C and Recovery Residences as required by State statute and ordinance. Recommend passage.

Previous Meetings and History: This is an annual approval needed by council for changes made to the appendices.

City Manager Comments:

I concur with the recommendation. Signature:

Attachments:

Order

Appendix A, Overall Maximums

Appendix B, Food Maximums

Appendix C, Housing Maximums

Recovery Residences

Ordinance & Adoption form for 25/26

2025-2026 GA Overall Maximums

Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	1,137	1,225	1,566	2,008	2,401
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	1,317	1,463	1,920	2,410	2,934
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	988	1,093	1,395	1,829	2,030
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	923	968	1,271	1,601	1,895
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,517	1,721	2,212	2,798	3,429
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	1,141	1,285	1,579	2,212	2,651

Appendix A
Effective: 10/01/25-09/30/26

COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,278	1,443	1,778	2,347	2,586
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,487	1,681	2,168	2,807	3,641

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	803	871	1,085	1,486	1,569
Franklin County	842	936	1,228	1,621	1,816
Hancock County	1,139	1,140	1,349	1,787	1,791
Kennebec County	985	991	1,276	1,599	1,913
Knox County	972	987	1,200	1,597	1,780
Lincoln County	1,190	1,213	1,375	1,807	2,217
Oxford County	937	942	1,223	1,623	2,024
Piscataquis County	848	943	1,236	1,489	1,738
Somerset County	932	1,002	1,177	1,532	1,661
Waldo County	1,117	1,123	1,347	1,734	2,284
Washington County	871	875	1,136	1,582	1,695

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/25 to 09/30/26

2025-2026 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the [U.S.D.A. Thrifty Food Plan](#). As of October 1, 2025, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	69.30	298.00
2	126.98	546.00
3	182.56	785.00
4	231.16	994.00
5	275.12	1,183.00
6	330.47	1,421.00
7	365.35	1,571.00
8	416.05	1,789.00

Note: For each additional person add \$218 per month.

2025-2026 GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! ONLY consider adopting the following numbers if these figures are consistent with local rent values. If not, a market survey should be conducted, and the figures altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

<u>Aroostook County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0	149	640	181	779
1	155	667	196	844
2	192	826	245	1,054
3	273	1,174	338	1,451
4	278	1,196	356	1,529
<u>Franklin County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0	158	679	190	818
1	170	732	211	909
2	225	969	278	1,197
3	304	1,309	369	1,586
4	336	1,443	413	1,776
<u>Hancock County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0	231	995	260	1,118
1	231	995	260	1,118
2	260	1,118	307	1,322
3	351	1,509	408	1,756
4	351	1,509	408	1,756
<u>Kennebec County</u>				
Bedrooms	<u>Unheated</u>		<u>Heated</u>	
	Weekly	Monthly	Weekly	Monthly
0	196	841	224	964
1	196	841	225	968
2	243	1,045	291	1,249
3	307	1,321	365	1,568
4	367	1,578	437	1,877

Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	192	828	221	951
1	192	828	224	964
2	225	969	273	1,173
3	307	1,319	364	1,566
4	336	1,445	406	1,744
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	243	1,046	272	1,169
1	243	1,046	277	1,190
2	266	1,144	314	1,348
3	356	1,529	413	1,776
4	438	1,882	507	2,181
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	184	793	213	916
1	184	793	214	919
2	231	992	278	1,196
3	313	1,345	370	1,592
4	393	1,689	462	1,988
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	159	685	192	824
1	172	739	213	916
2	227	977	280	1,205
3	274	1,177	338	1,454
4	317	1,365	395	1,698
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	183	788	212	911
1	191	820	228	979
2	220	946	267	1,150
3	292	1,254	349	1,501
4	308	1,326	378	1,625

Non-Metropolitan FMR Areas

<u>Waldo County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	226	973	255	1,096
1	226	973	256	1,100
2	260	1,116	307	1,320
3	339	1,456	396	1,703
4	453	1,949	523	2,248
<u>Washington County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	169	727	198	850
1	169	727	198	852
2	210	905	258	1,109
3	303	1,305	361	1,551
4	316	1,360	386	1,659

Metropolitan FMR Areas

<u>Bangor HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	231	993	260	1,116
1	243	1,043	280	1,202
2	310	1,335	358	1,539
3	402	1,730	460	1,977
4	481	2,066	550	2,365
<u>Cumberland Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	273	1,173	301	1,296
1	298	1,281	335	1,440
2	393	1,689	440	1,893
3	496	2,132	553	2,379
4	604	2,599	674	2,898
<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	196	844	225	967
1	212	911	249	1,070
2	271	1,164	318	1,368
3	361	1,551	418	1,798
4	394	1,695	464	1,994

Metropolitan FMR Areas

<u>Penobscot Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	181	779	210	902
1	183	786	220	945
2	242	1,040	289	1,244
3	308	1,323	365	1,570
4	363	1,560	432	1,859
<u>Portland HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	319	1,373	348	1,496
1	358	1,539	395	1,698
2	461	1,981	508	2,185
3	586	2,520	644	2,767
4	720	3,094	789	3,393
<u>Sagadahoc Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	232	997	261	1,120
1	256	1,103	293	1,262
2	313	1,348	361	1,552
3	450	1,934	507	2,181
4	539	2,316	608	2,615
<u>York Cty. HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	264	1,134	292	1,257
1	293	1,261	330	1,420
2	360	1,547	407	1,751
3	481	2,069	539	2,316
4	524	2,251	593	2,550
<u>York/Kittery/S. Berwick HMFA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	312	1,343	341	1,466
1	349	1,499	386	1,658
2	450	1,937	498	2,141
3	588	2,529	646	2,776
4	769	3,306	838	3,605

2025-2026 GA Housing Maximums

Recovery Residences

The following Recovery Residence maximums are in effect from 10/1/2025- 9/30/2026

Non-Metropolitan FMR Areas	25 Beds or less		26+ Beds	
Area	Weekly	Monthly	Weekly	Monthly
Aroostook County	\$147.00	\$633.00	\$102.90	\$443.10
Franklin County	\$158.25	\$681.75	\$110.78	\$477.23
Hancock County	\$195.00	\$838.50	\$136.50	\$586.95
Kennebec County	\$168.75	\$726.00	\$118.13	\$508.20
Knox County	\$168.00	\$723.00	\$117.60	\$506.10
Lincoln County	\$207.75	\$892.50	\$145.43	\$624.75
Oxford County	\$160.50	\$689.25	\$112.35	\$482.48
Piscataquis County	\$159.75	\$687.00	\$111.83	\$480.90
Somerset County	\$171.00	\$734.25	\$119.70	\$513.98
Waldo County	\$192.00	\$825.00	\$134.40	\$577.50
Washington County	\$148.50	\$639.00	\$103.95	\$447.30

Metropolitan FMR Areas	25 Beds or less		26+ Beds	
Area	Weekly	Monthly	Weekly	Monthly
Bangor HMFA	\$210.00	\$901.50	\$147.00	\$631.05
Cumberland Cty. HMFA	\$251.25	\$1,080.00	\$175.88	\$756.00
Lewiston/Auburn MSA	\$186.75	\$802.50	\$130.73	\$561.75
Penobscot Cty. HMFA	\$165.00	\$708.75	\$115.50	\$496.13
Portland HMFA	\$296.25	\$1,273.50	\$207.38	\$891.45
Sagadahoc Cty. HMFA	\$219.75	\$946.50	\$153.83	\$662.55
York Cty. HMFA	\$247.50	\$1,065.00	\$173.25	\$745.50
York/Kittery/S. Berwick HMFA	\$289.50	\$1,243.50	\$202.65	\$870.45

These rates were calculated according to CMR 10-144, Ch. 323, Section V which requires:

A. Recovery Residences are 75% of 1 BR heated rate.

B. Recovery Residences with 26 or more BR are 70% of the <26 RR rate(A).

Revised 08/22/2025

GENERAL ASSISTANCE ORDINANCE



MAINE MUNICIPAL
ASSOCIATION SINCE 1936

Prepared by Maine Municipal Association

September ~~2024~~2025

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ARTICLE I – Statement of Policy

ARTICLE I – Statement of Policy

The Municipality of _____ administers a general assistance (“GA”) program available to all persons who are eligible pursuant to the standards provided in this ordinance, state law (22 M.R.S. § § 4301-4326), and Department of Health and Human Services (DHHS) regulations.

The program will make every effort to recognize the dignity of applicants while helping eligible persons achieve self-maintenance by promoting the work incentive. When possible, the program will connect recipients with rehabilitative, preventive, and protective services to alleviate non-financial needs. The GA program will not place unreasonable restrictions on the personal rights of applicants or recipients, nor will it discriminate based on sex, age, race, nationality, religion, sexual orientation, or disability. The municipality is committed to including qualified individuals with disabilities in municipal services, programs, and activities. As a result, the municipality will promote a GA program that when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. GA applicants with physical or mental disabilities that require a reasonable accommodation in order to access and/or utilize the GA program are encouraged to contact the municipality to make an accommodation request.

The program provides trauma-informed services and culturally and linguistically appropriate services to all applicants. “Trauma-informed services” means services that acknowledge and are informed by the widespread effects of trauma and recognize the potential paths for recovery; recognize the unique signs and symptoms of trauma in applicants, clients, families and staff; respond by fully integrating knowledge about trauma into policies, procedures and practices; and seek to actively avoid retraumatization. “Culturally and linguistically appropriate services” means services that are designed to serve culturally diverse populations in a person’s preferred language; function effectively within the context of cultural beliefs, behaviors and needs presented by a person who applies to or is a recipient of assistance from the program and the person’s community; contribute to a work environment that supports diversity; promote community engagement; build trust and relationships with applicants and recipients; actively support and enable

ARTICLE I – Statement of Policy

recipients to make informed choices; and value and facilitate the exchange of information with recipients. (22 M.R.S. § 4305(7)).

The Administrator will act promptly on all applications for assistance and requests for fair hearings and will provide GA applicants with information regarding their rights and responsibilities under the program. Within 24 hours after receipt of an application, the Administrator will provide the applicant a written decision, whether or not assistance is granted, that will state the specific reasons for the decision. The Administrator will also provide the applicant written notice that the applicant may appeal to the municipal fair hearing authority if dissatisfied with the decision. When an applicant is determined to be eligible, assistance appropriate to the need will be furnished within 24 hours after the completed application is submitted except when the Administrator issues non-emergency assistance conditionally on the successful completion of a workfare assignment (*see Ordinance § 5.6*).

The Administrator will maintain complete and accurate records pertaining to each applicant and recipient. These records are confidential as a matter of law. (22 M.R.S. § 4306).

The Administrator will post notice stating the regular business hours when an application may be obtained, the designated business hours when an application may be accepted and processed, and the Administrator, or other designated person/entity that will be available to take applications in an emergency at all other times.~~that any person may apply for general assistance during the municipality's regular business hours. The Administrator, or other designated person/entity, will be available to take applications in the event of an emergency at all other times.~~A copy of this ordinance and Maine General AssistanceGA law will be available to any member of the public upon request. Notice to this effect will be posted.

The Administrator will complete training including, but not limited to, the purpose of the general assistanceGA program, the delivery of trauma-informed services and culturally linguistically appropriate services as defined above, and the laws governing the general assistanceGA program's administration, procedures, and

ARTICLE I – Statement of Policy

requirements no later than 120 days after appointment or election. (22 M.R.S. 4302-A).

ARTICLE II – Definitions

Section 2.1—Common Meaning of Words

Unless otherwise apparent or defined, all words in this ordinance will have their common meaning.

Section 2.2—Special Definitions

Administrator. See “General Assistance Administrator,” below.

Applicant. A person who has submitted an application for GA directly or through an authorized representative, or who has, in an emergency, requested assistance without first completing an application. All persons on whose behalf an authorized application has been submitted or on whose behalf benefits have been granted shall be considered applicants.

Application Form. A standardized form used by the Administrator to allow a person to apply for GA benefits. The application form also confirms that a person has made an application. The application form is not complete unless signed by the applicant.

Basic Necessities. Food, clothing, shelter, fuel, electricity, potable water, non-elective essential medical services as prescribed by a physician, nonprescription drugs, basic telephone service where it is necessary for medical or work-related reasons, property taxes when a tax lien placed on the property threatens the loss of the applicant’s place of residence, and any other commodity or service determined essential by the municipality.

“Basic necessities” do not include:

- Phone bills
- Cable or satellite dish television
- Mail orders
- Vehicle payments
- Credit card debt**
- Furniture
- Loan re-payments**
- Cigarettes
- Alcohol
- Pet care costs

ARTICLE II – Definitions

- Vacation costs
 - Legal fees
 - Late fees
 - Key deposits
 - Security deposits for rental property (except when no other permanent lodging is available unless a security
- deposit is paid, and a waiver, deferral or installment arrangement cannot be made between landlord and tenant to avoid need for immediate payment of the security deposit in full). (22 M.R.S. § 4301(1)).

****** Repayments of loans or credit will be treated as having been spent on basic necessities when the applicant can provide verification of this fact.

Case Record. An official file containing application forms; correspondence; narrative records and all other communications pertaining to an applicant or recipient; written decisions regarding eligibility including reasons for those decisions and types and amounts of assistance provided; records concerning an applicant's request for fair hearing; and fair hearing decisions.

Categorical Assistance. All state and federal income maintenance programs.

Claimant. A person who has requested a fair hearing.

Deficit. An applicant's deficit is the appropriate overall maximum level of assistance for the household (see Ordinance § 6.8) less the household income (calculated pursuant to Ordinance § 6.7), provided that this calculation yields a positive number. If the household income is greater than the appropriate overall maximum level of assistance, the household has no deficit.

Disabled Person. A person who is presently unable to work or maintain a home due to a physical or mental disability that is verified by a physician or qualified mental health provider.

Dwelling Unit. A building or part thereof used for separate living quarters for one or more persons living as a single housekeeping unit. (22 M.R.S. § 4301(2)).

ARTICLE II – Definitions

Earned Income. Wages or Income-in-kind derived by providing goods or services to an individual, company, organization, or other entity.

Eligible Person. A person who is qualified to receive GA benefits from the municipality according to the eligibility standards in this Ordinance, Maine law (22 M.R.S. ch. 1161), and DHHS regulations (10-144 C.M.R. ch. 323). If otherwise qualified, “Eligible Person” includes U.S. citizens; non-U.S. citizens who are lawfully present in the United States as described in 8 U.S.C. § 1621(a)(1)-(3); and non-U.S. citizens who are pursuing a lawful process to apply for immigration relief. Assistance for non-citizens pursuing a lawful process for immigration relief shall not exceed 24 months beginning with assistance provided after July 1, 2015. “Eligible Person” does not include a fugitive from justice as defined in 15 M.R.S. § 201(4). (See “Pursuing a Lawful Process,” below)

Emergency. Any life-threatening situation, or a situation beyond the control of the individual which, if not alleviated immediately, could reasonably be expected to pose a threat to the health or safety of a person. At the municipality’s option, it includes a situation which is imminent and which may result in undue hardship or unnecessary cost to the individual or municipality if not resolved immediately. (22 M.R.S. § § 4301(4), 4308(2), 4310).

General Assistance (“GA”) Program. A service administered by a municipality for the immediate aid of persons who are unable to provide the basic necessities essential to maintain themselves or their families. A GA program provides a specific amount and type of aid for defined needs during a limited period of time and is not intended to be a continuing “grant-in-aid” or “categorical” welfare program. This definition shall not lessen the municipality’s responsibility to provide GA benefits to a person each time that the person is in need and is found to be eligible to receive GA. (22 M.R.S. § 4301(5)).

General Assistance (“GA”) Benefits. Benefits provided to a person through the GA program.

ARTICLE II – Definitions

General Assistance (“GA”) Administrator. A municipal official designated to receive applications, make decisions concerning an applicant’s right to receive assistance, and prepare records and communications concerning assistance. They may be an elected overseer or an authorized agent such as a town manager, welfare director, or caseworker. (22 M.R.S. § 4301(12)).

Homelessness. “Homelessness” means a situation in which a person or household is: (a) living in a place that is not fit for human habitation; (b) living in an emergency shelter; (c) living in temporary housing, including but not limited to a hotel, motel, campground, unlicensed campsite or rehabilitation facility; (d) exiting a hospital or institution licensed under 22 M.R.S. ch. 405 or a correctional facility where the person or household resided for up to 90 days if the person or household was in an emergency shelter or a place not fit for human habitation before entering the hospital, institution or correctional facility; (e) losing the person’s or household’s primary nighttime residence and lacking the resources or support networks to remain in that residence; or (f) fleeing or attempting to flee violence and has no other residence.

Household. “Household” means an individual or a group of individuals who share a dwelling unit. When an applicant shares a dwelling unit with one or more individuals, even when a landlord-tenant relationship may exist between individuals residing in the dwelling unit, eligible applicants may receive assistance for no more than their pro rata share of the actual costs of the shared basic needs of that household according to the maximum levels of assistance established in the municipal ordinance. The pro rata share is calculated by dividing the maximum level of assistance available to the entire household by the total number of household members. The income of household members not legally liable shall be considered as available to the applicant only when there is a pooling of income. (22 M.R.S. § 4301(6)). Residents of a Recovery Residence are not considered a shared household.

Income. “Income” means any form of earned or unearned income in cash or in kind received by the household including:

- Net remuneration for services performed;
- Cash received on either secured or unsecured credit;

ARTICLE II – Definitions

- Payments received as an annuity, retirement or disability benefits;
 - Veterans' pensions and/or benefits;
 - Retirement accounts or benefits;
 - Workers' compensation payments;
 - Unemployment benefits;
 - Federal and/or state tax returns;
 - Income from pension or trust funds;
 - Student loans;
 - Benefits under any state or federal categorical assistance program
- such as TANF, Supplemental Security Income, Social Security and any other payments from governmental sources (unless specifically prohibited by any law or regulation);
 - Court ordered support payments (e.g., child support);
 - Household income from any other source, including relatives or unrelated household members; and
 - Rental income.

The following items will not be considered as income or assets that must be liquidated for the purposes of deriving income:

- Real or personal income-producing property, tools of trade, governmental entitlement specifically treated as exempt assets by state or federal law;
- Actual work-related expenses, whether itemized or by standard deduction, such as taxes, retirement fund contributions, union dues, transportation costs to and from work, special equipment costs and childcare expenses; or
- Earned income of children below the age of 18 years who are full-time students and who are not working full-time.

In determining need, the period of time used as a basis for the calculation shall be a 30-day period commencing on the date of the application. This prospective calculation shall not disqualify an applicant who has exhausted income to purchase basic necessities, provided that the income does not exceed the income standards established by the municipality. (22 M.R.S. § 4301(7)).

- Benefits received pursuant to public benefit programs that are specifically exempt from being counted as income for purposes of GA. These programs include:

ARTICLE II – Definitions

- Supplemental Nutrition Assistance Program (SNAP) (7 U.S.C. § 2017(b))
- Li-Heap (42 U.S.C. § 8624)
- Family Development Accounts (22 M.R.S. § 3762)
- AmeriCorp VISTA program benefits (42 U.S.C. § 5044 (f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, but only if the money is spent on basic necessities (22 M.R.S. § 4301(7))
- ASPIRE Support Service Payments (10-144 CMR Chapter 323)

Initial Applicant. A person who has not previously applied for GA assistance in this or any other municipality.

Just Cause. A valid, verifiable reason that hinders an individual from complying with one or more conditions of eligibility or from attending a scheduled fair hearing. (22 M.R.S. § § 4301(8), 4316-A(5)).

Landlord. A person who owns a property and allows another person to use that property in return for payment. (22 M.R.S. § 4301(8-B)).

Lump Sum Payment. A one-time or typically nonrecurring sum of money issued to an applicant or recipient. Lump sum payment includes, but is not limited to, retroactive or settlement portions of social security benefits, workers' compensation payments, unemployment benefits, disability income, veterans' benefits, severance pay benefits, or money received from inheritances, lottery winnings, personal injury awards, property damage claims or divorce settlements. A lump sum payment includes only the amount of money available to the applicant after required deductions have been taken from the gross lump sum payment. A lump sum payment does not include conversion of a non-liquid resource to a liquid resource if the liquid resource has been used or is intended to be used to replace the converted resource or for other necessary expenses. (22 M.R.S. § 4301 (8-A)).

Material Fact. A material fact is a fact that necessarily has some bearing on the determination of an applicant's GA eligibility, and which would, if disclosed to the Administrator, have some determinable effect on the calculation of eligibility or the issuance of a grant of assistance.

ARTICLE II – Definitions

Maximum Levels of Assistance. The amount of financial assistance for a commodity or service as established in Ordinance § 6.8 or the actual cost of any such basic necessity, whichever is less.

Misconduct. For purposes of the GA work requirement (22 M.R.S. § 4316-A), misconduct shall have the same meaning as “misconduct” in 26 M.R.S. § 1043(23). (*See Ordinance Appendix I*). Generally, misconduct occurs when an employee violates their obligations to the employer. Employees who engage in a pattern of irresponsible behavior to the detriment of the employer’s interest may also be found guilty of misconduct.

Misspent Income. Misspent income includes income-in-kind received, or paid for, by a GA repeat applicant from sources, including friends or relatives, for the payment of bills that are considered unnecessary costs, such as cable bills, credit card debt, court fines and related court costs, payments to reimburse a municipality for false representation, tobacco and alcohol products, and similar items. Misspent income will be considered as available to the applicant when determining use of income for the previous 30-day period.

Municipality. Any city, town or plantation administering a GA program.

Municipality of Responsibility. The municipality which is financially liable for the support of an eligible person at the time of application. (22 M.R.S. § § 4301(9), 4307).

Need. The condition whereby a person’s income, money, property, credit, assets, or other resources available to provide basic necessities for the individual and the individual’s family are less than the maximum levels of assistance. (22 M.R.S. § § 4301(10), 4308).

Net General Assistance Costs. Those direct costs incurred by a municipality in providing assistance to eligible persons according to standards established by the municipal officers. These do not include the administrative expenses of the GA program. (22 M.R.S. § § 4301(11), 4311).

ARTICLE II – Definitions

Operator. The lawful owner of a recovery residence or an individual or company designated by the lawful owner to have primary responsibility for the day-to-day operations of the recovery residence and for acquiring and maintaining certification pursuant to Title 5, section 20005, subsection 22 of the recovery residence in order to receive housing assistance payments through the ~~general assistance~~GA program. (22 M.R.S. § 4301(11-A)).

Period of Eligibility. The time for which a person has been granted assistance. The period of eligibility may vary depending on the type of assistance provided; however, in no event shall this period extend beyond one month. (22 M.R.S. § 4309(1)).

Pooling of Income. “Pooling of income” means the financial relationship among household members who are not legally liable for mutual support in which there occurs any commingling of funds or sharing of income or expenses. This ordinance establishes a rebuttable presumption that persons sharing the same dwelling unit are pooling their income, except that applicants that who request assistance while residing in a Recovery Residence are not considered to be commingling funds. Applicants who request that the determination of eligibility be calculated as though one or more household members are not pooling their income have the burden of rebutting the presumed pooling of income.

Potential Resources. Sources of financial assistance, including programs, services, non-liquid assets or trusts which typically require people to apply in writing and/or wait a period of time before eligibility is determined or the potential income is released.

Pursuing a Lawful Process to Apply for Immigration Relief. Taking reasonable, good faith steps to apply for immigration relief within twelve months of arrival to the United States, with U.S. Citizenship and Immigration Services or before an immigration judge or federal court. (See DHHS regulation, 10-144 C.M.R. ch. 323, for additional guidance).

Real Estate. Any land, buildings, homes, mobile homes, and any other things affixed to the land. (22 M.R.S. § 4301(13)).

ARTICLE II – Definitions

Recipient. A person who has applied for and is currently receiving GA.

Recovery Residence. “Recovery residence” means a shared living residence for persons recovering from substance use disorder that is focused on peer support, provides to its residents an environment free of alcohol and illegal drugs and assists its residents by connecting the residents to support services or resources in the community that are available to persons recovering from substance use disorder. 5 M.R.S. § 20003(19-D).

Registered Domestic Partner. An individual registered as the domestic partner of the applicant pursuant to 22 M.R.S. § 2710.

Rehabilitation Facility. An inpatient facility that is operated for the primary purpose of assisting in the rehabilitation of disabled persons through an integrated program of medical services and other services that are provided under competent professional supervision.

Repeat Applicants. All applicants for GA benefits that are not initial applicants are repeat applicants. For purposes of this ordinance “repeat” and “subsequent” shall have the same meaning.

Resident. A person who is physically present in a municipality with the intention of remaining in that municipality in order to maintain or establish a home, and who has no other residence. A person who applies for assistance in a municipality who is not a resident of that municipality, or any other municipality is the responsibility of the municipality where the person first applies. That municipality must take an application and grant assistance to the applicant if they are eligible, until they establish a new residence in another municipality. (22 M.R.S. § 4307).

Resources. Resources include any program, service, or other sources of support which are an alternative to or supplement for GA. There are two kinds of resources: “available” and “potential”. Potential resources are programs, services, non-liquid assets, or trusts that typically require people to apply in writing and/or wait a period of time before eligibility is determined or the potential income is released.

ARTICLE II – Definitions

Potential resources include, but are not limited to, state or federal assistance programs, employment benefits, governmental or private pension programs, available trust funds, support from legally liable relatives, child support payments, and jointly held resources where the applicant or recipient share may be available to the individual. (22 M.R.S. § 4317). Potential resources include the TANF (previously known as AFDC) program, Food Stamps, fuel assistance (HEAP), subsidized housing, and similar programs.

Available resources include resources which are immediately available to the applicant or which can be conveniently secured by the applicant without delay, such as cash on hand or in bank accounts, assets for which there is an immediate and available market, or support from relatives which is being made available at the time of application and for which the applicant does not have to take any unreasonable steps to secure (e.g., relocation beyond the immediate region). At the discretion of the Administrator, a minimum balance required by a financial institution in order to obtain free checking or in order to maintain the account shall not be considered an available resource.

The Administrator reserves the right to inform GA clients of services, commodities or facilities made available by private organizations or charities; however, eligibility for GA benefits shall not be based or conditioned on the use of a private charitable resource(s).

30-Day Need. An applicant's 30-day need is the sum of the household's prospective 30-day costs, from the date of application, for the various basic necessities. For the purpose of this calculation, the 30-day cost for any basic need shall be the household's actual 30-day cost for the basic necessity or the maximum 30-day cost for the basic necessity as established by this ordinance, whichever is less.

Unearned Income. Unearned income is income acquired from investments and other sources unrelated to employment. Unearned income also includes unemployment compensation, taxable social security benefits, pensions, annuities, and distributions of unearned income from a trust or any other income not meeting the definition of earned income.

ARTICLE II – Definitions

Unforeseen Repeat Applicants. A repeat applicant who has not applied for assistance within the last twelve months and who has been regularly employed or receiving support from a public benefit program or private source and who has unexpectedly become unemployed through no fault of their own or whose benefits (e.g., through an available resource) have ceased through no fault of their own.

Unmet Need. An applicant's unmet need is the household's 30-day need (established by Ordinance § 6.6) less the household income (calculated pursuant to Ordinance § 6.7), provided such a calculation yields a positive number. If the household income is greater than the household's 30-day need, the household does not have an unmet need.

Work Requirements. Work requirements are obligations the Administrator places on applicants as directed and/or authorized by 22 M.R.S. § 4316-A to the extent such obligations (1) ensure a continuing potential eligibility for GA when complied with, (2) result in ineligibility when violated, and (3) are not merely optional, discretionary, or advisory. Work requirements include registering for work, looking for work in good faith, accepting all suitable job offers, maintaining employment, performing workfare, and participating in training, educational, or rehabilitation programs that will assist the participant in securing employment.

ARTICLE III – Administrative Rules and Regulations

ARTICLE III – Administrative Rules and Regulations

Section 3.1—Confidentiality of Information

Case records and all other information relating to a GA applicant or recipient are confidential and will not be disclosed to the general public. (22 M.R.S. § 4306).

Release of Information. Applicants, recipients, and their legal representatives have the right to review their case records. No record will be released to a third party unless the Administrator receives a signed consent form in which the applicant expressly authorizes the release of their records to the specified parties. Whenever the Administrator releases any information, they will make a notation in the applicant's file stating to whom the record was released and the date. The Administrator may charge a reasonable fee for reproduction of records.

Information from Other Sources; Penalty. Information concerning an applicant or recipient furnished to the municipality by DHHS or any other agency or institution pursuant to 22 M.R.S. § 4314, is confidential. The Administrator will also comply with laws requiring confidentiality of vital statistic records such as birth, marriage, and death records. (22 M.R.S. § 2706).

Any representative of a financial institution or any employer of a GA applicant who, upon receipt of a written release signed by the depositor/employee and a written request from the Administrator, refuses to provide necessary information to the Administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. National banks are also obligated to disclose deposit information to the Administrator upon receipt of a written request and release signed by the depositor. Additionally, when a municipality or its agents are acting in accordance with section 4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any such person who refuses to provide information, without just cause, may be subject to a civil penalty of not less than \$25 nor more than \$100. Any person, including the applicant, who knowingly and willfully makes a false representation of

ARTICLE III – Administrative Rules and Regulations

a material fact to the Administrator commits a Class E crime. (22 M.R.S. § § 4314, 4315).

Misuse of Information. Misuse of any information relating to an applicant or recipient is a punishable offense. (22 M.R.S. § 42(2)).

Section 3.2—Maintenance of Records

The Administrator will maintain complete and accurate program records. (22 M.R.S. § 4306). These records are necessary to: (a) document and account for municipal program expenditures; (b) document and support decisions concerning applicants and recipients; and (c) ensure relevant information is available for any fair hearing or judicial review of the Administrator's decisions.

Case Records. The Administrator will maintain a separate case record, in paper or digital format, for each applicant or recipient. Each case record will include at least:

- household applications;
- household budget sheets;
- the types and amounts of assistance provided;
- narrative statements describing the nature of the emergency situation whenever GA is granted in amounts greater than the applicant's mathematical eligibility (i.e., deficit or unmet need, whichever is less);
- written decisions;
- requests for fair hearings and the fair hearing authority decisions;
- workfare participation records;
- repayments to the municipality;
- narrative writings documenting the need for ~~general assistance~~[GA](#), the results of home visits, collateral information, referrals, changes in status;
- client authorization(s) for the release of GA information and/or reason(s) for the release of confidential information;
- adjustments in aid, and suspension or termination of eligibility;
- physician's documentation;
- Supplemental Security Income (SSI) interim assistance reimbursement authorization forms; and

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- vendor forms

Case records will not include information that is irrelevant to the applicant's or recipient's application or the Administrator's decisions.

Retention of Records. GA records shall be retained for at least three full years. The three-year period shall coincide with the state government's fiscal year which begins July 1 and ends on the following June 30. Records may be destroyed after three years by supervised shredding, burning or an appropriate digital deletion/destruction process. If a recipient's records contain SSI reimbursement forms, the recipient's records should be retained so that the municipality may seek reimbursement.

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Section 4.1—Right to Apply

Who May Apply. Any person may apply for GA. The head of the family, any other responsible household member, or an authorized representative must apply in person, except in special emergency situations (see Ordinance § 4.9) or when the applicant resides at an emergency shelter and the municipality has made an agreement with that emergency shelter to presume shelter residents eligible for GA benefits. (22 M.R.S. § 4304(3)). In such cases, the Administrator may require a representative to present a signed statement documenting that they are authorized to apply on behalf of the named applicant. The applicant or representative must complete a written application and any other forms necessary for the Administrator to determine eligibility. (22 M.R.S. §§ 4305, 4308). With notice, all members of the household receiving GA may be required to physically present themselves to the Administrator. Note that fugitives from justice are ineligible for GA benefits.

Telephone Applications. When a person has an emergency but is unable to apply in person due to illness, disability, lack of childcare, lack of transportation or other good cause, and they cannot send an authorized representative, the Administrator will accept an application by telephone. The telephone application is subject to written verification by mail and a visit to the applicant's home with their permission. (22 M.R.S. § 4304).

Written Application Upon Each Request. Each request for assistance will be administered in accordance with these guidelines, and the Administrator will make an independent determination of eligibility for GA each time a person applies. (22 M.R.S. §§ 4308, 4309).

Applications Available/Accepted; Posted Notice. Any person may apply-obtain an application for general assistanceGA during the municipality's regular business hours. Applications will be accepted and processed during designated daily hours that will not total less than 50% of the municipality's regular business hours. In an emergency, however, the Administrator or their designee will be available to accept applications for assistance whenever necessary.

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The municipality will post notice stating the ~~times and location where regular business hours when an application may be obtained, people may the designated daily hours during which~~ applications for assistance ~~will be accepted and processed;~~ and contact information for the Administrator available to take emergency applications at all other times. In addition, the posted notice shall state that the municipality must issue a written decision on all applications within 24-hours and will include the DHHS toll-free telephone number for reporting alleged violations or complaints. (22 M.R.S. § 4304).

Section 4.2—Application Interview

Except when it is impractical, the Administrator will interview each applicant in person before making a decision. Interviews will be conducted in private, although the applicant may be accompanied by a legal representative, friend, or family member.

Section 4.3—Contents of the Application

An application must contain the following information:

- a) the applicant's name, address, date of birth, SSN or appropriate United States Customs and Immigration Services (USCIS) documentation, and phone number;
- b) the names, date(s) of birth, and SSN(s) or appropriate USCIS documentation of other household members for whom the applicant seeks assistance;
- c) the total number of individuals living with the applicant;
- d) employment and employability information;
- e) a listing of all household income, resources, assets, and property;
- f) the applicant's household expenses;
- g) the types of assistance requested;
- h) a statement of the penalty for false representation;
- i) the applicant's permission for the Administrator to verify information;
- j) the signature of applicant and date.

If an initial applicant is unable to provide identification records (e.g., SSN card/number) because the record may have been lost, stolen or misplaced, the Administrator may allow the initial applicant a reasonable amount of time (e.g., five working days), to obtain copies of identification records. Provided the initial applicant

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makes a good faith effort to obtain the item/record sought, GA benefits necessary to cure an immediate and/or emergency need shall not be withheld. In such cases the Administrator may elect to provide a prorated amount of GA (e.g., five days' worth), while the applicant attempts to obtain the required information.

Section 4.4— GA Administrator's Responsibilities at the Time of Application

The Administrator will inform all applicants of: (1) their rights and responsibilities; (2) general program requirements for applying for and receiving GA, and (3) application requirements, eligibility guidelines, applicant rights, and applicant reimbursement obligations.

Application Requirements. The Administrator will help applicants complete application forms and inform applicants of any other information or documents necessary to evaluate the applicant's eligibility. The Administrator will fully explain the purpose of any forms consenting to release of the applicant's information and any benefit reimbursement agreements before the Administrator requests the applicant's signature or written authorization.

Eligibility Requirements. The Administrator will inform the applicant, either orally or in writing, of the eligibility requirements of the program, including:

- the income standard of need;
- the applicant's ongoing use-of-income, work-related, and resource-related responsibilities, as described in the section immediately below;
- the reduction in assistance that results from spending household income on non-basic necessities;
- immigration status (see definition of "Eligible Person"); and
- the disqualification penalties associated with committing fraud, failing to perform work-related assignments without just cause, or failing to make a good faith effort to secure potential resources when the requirement to attempt to obtain those resources has been explained to the applicant in writing.

Applicant Rights. The Administrator will inform all applicants of their right to:

- review the municipal GA ordinance and Maine GA statute and regulations;

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- apply for assistance;
- receive a written decision concerning eligibility within 24-hours after application;
- confidentiality of the application and other records;
- contact the DHHS with complaints;
- challenge the Administrator’s decision by requesting a fair hearing.

Reimbursement/Recovery. The Administrator will inform the applicant/recipient that they must reimburse the municipality the amount of GA benefits they have been granted if they subsequently have the ability to pay. The municipality may also, as appropriate, contact and inform the applicant/recipient’s legal representative of the recipient’s obligation to repay the municipality.

The municipality may also recover the amount of assistance granted to a recipient during the previous 12 months from any relative legally liable for the applicant’s support, such as a spouse, or the parents of persons under the age of 25. (*See Article VIII, “Recovery of Expenses”*). (22 M.R.S. § § 4318, 4319). Whenever applicable, the Administrator will explain the liens a municipality may place against a recipient’s real or personal property, such as the mortgage or capital improvement lien, the Workers’ Compensation lump sum payment lien, or the SSI “Interim Assistance Agreement” lien, described in Article VIII, “Recovery of Expenses.”

Section 4.5—Responsibilities of the Applicant at Time of Application

The applicant is responsible to provide accurate, complete, and current household information and verifiable documentation at the time of each application concerning:

- Income
- Resources
- Assets
- Employment
- Use of income
- Names and addresses of any relatives legally liable for the applicant’s support
- Any change in this information from a previous application that would affect household eligibility. (22 M.R.S. § 4309).

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In addition, the applicant must accurately report and provide verifiable documentation that shows the applicant:

- a) has remained employed, if previously employed, and has not quit work without just cause or been discharged from employment for misconduct;
- b) has been seeking employment, if previously unemployed or employed on a part-time basis, has accepted any suitable offer of employment, and has satisfactorily performed all workfare assignments or had just cause not to perform those assignments;
- c) has made use of all available and potential resources when directed in writing to such a program by the Administrator, including, but not limited to, other government benefit programs or the assistance of liable relatives of sufficient means; and
- d) has participated in any training, retraining, educational or rehabilitative program when appropriate and when directed in writing to such a program by the Administrator, in order to diminish the applicant's need for ~~general assistance.~~ GA. (22 M.R.S. § § 4316-A, 4317).

Section 4.6—Action on Applications

Written Decision. The Administrator will issue a written decision concerning the applicant's eligibility within 24 hours after the applicant submits a written application. Assistance will be furnished to eligible applicants within that period except when the municipality is permitted by law (and pursuant to Ordinance § 5.6) to issue assistance conditionally on the successful completion of a workfare assignment. (22 M.R.S. § § 4305, 4316-A, 4321). A written decision will be given each time a person applies, whether assistance is granted, denied, reduced, or terminated.

Content of Decision. The Administrator's written decision will contain:

- a) the type and amount of benefits granted, or the applicant's ineligibility for benefits;
- b) the period of eligibility if the applicant is eligible for assistance;
- c) the specific reasons for the Administrator's decision;
- d) the applicant's right to a fair hearing; and

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- e) the applicant's right to notify the DHHS if they believe the municipality has acted illegally. (22 M.R.S. § 4321).

Section 4.7—Withdrawal of an Application

An application will be considered withdrawn if the applicant requests in writing that the application be withdrawn; or if the applicant refuses to complete or sign the application or any other document needed by the Administrator.

Section 4.8—Temporary Refusal to Accept Application

Under special circumstances, the Administrator may temporarily refuse to accept applications. Such circumstances include, but are not limited to, the following:

- a) When the applicant's conduct is abusive, disruptive, or harassing, or when the applicant is under the influence of drugs or alcohol. In these situations, the applicant will be asked to leave; if the applicant refuses to leave, the police may be summoned. The applicant will be informed that an application will only be accepted when their conduct is under control.
- b) If the Administrator believes that an applicant's behavior presents a threat to the health or safety of the public or to a municipal employee, if the applicant's behavior is violent, or if an applicant has engaged in abusive, disruptive or harassing behavior and has been required to leave on more than one occasion, the applicant may be required to designate a third party to apply for assistance on their behalf and the applicant may be prohibited from entering the municipal building;
- c) When a third person applies for assistance on behalf of the applicant that person may be required to provide written verification that they have been duly authorized to act as a representative for the applicant. (22 M.R.S. § 4308).

Section 4.9—Emergencies

An "emergency" means any life-threatening situation, or a situation beyond the control of the applicant which if not alleviated immediately could reasonably be expected to pose a threat to the health or safety of the applicant or a member of the household. (22 M.R.S. § 4301(4)). An emergency includes homelessness or imminent homelessness. Even if an applicant is otherwise ineligible to receive GA benefits,

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unless they are disqualified as provided below, emergency assistance may be granted to applicants who lack sufficient income and resources to meet the emergency need and also have not had sufficient income and resources to avert the emergency. (22 M.R.S. § 4308).

A municipality may provide emergency assistance when the municipality determines that an emergency is imminent and that failure to provide assistance may result in undue hardship and unnecessary costs to either the applicant or the municipality.

Disqualification for Emergency Assistance. A person who is currently disqualified from receiving GA due to a violation of Ordinance § § 5.5, 5.6, 5.7, 5.8, 5.9 or 6.4 is ineligible to receive emergency assistance. (22 M.R.S. § 4308(2)(A)). However, dependents of a disqualified person may be eligible for assistance. For the purposes of this section, “dependents” are defined as: (1) a dependent minor child; (2) an elderly, ill or disabled person; or (3) a person whose presence is required to provide care for any child under the age of 6 years or any ill or disabled member of the household. (22 M.R.S. § 4309(3)).

If one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Assistance Prior to Verification. Whenever an applicant informs the Administrator that they need assistance immediately, the Administrator will grant, pending verification, the assistance within 24 hours, provided that:

- a) after interviewing the applicant the Administrator has determined that the applicant will probably be eligible for assistance after a verification of information is completed; and
- b) the applicant submits documentation when possible, to verify their need. The Administrator may contact at least one other person to confirm the applicant’s statements about his/her need for emergency assistance. No further assistance will be authorized until the applicant’s eligibility is confirmed. (22 M.R.S. § 4310).

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Benefits provided prior to verification are limited as follows:

- a) The authorization of benefits may not exceed 30 days.
- b) Until there has been full verification confirming the applicant's eligibility, further benefit may not be authorized.
- c) The authorization of benefits may not exceed levels of assistance established in 22 M.R.S. § 4308. (22 M.R.S. § 4310(4)).

Telephone Applications. If a person has an emergency need and cannot apply in person due to illness, disability, lack of transportation, or other good cause, and if there is no authorized representative who can apply on behalf of the applicant, the Administrator shall accept an application over the telephone. (22 M.R.S. § 4304).

Assistance will not be granted after a telephone application if the applicant refuses to allow the Administrator to verify information provided by the applicant either by visiting their home or by mail, and the Administrator cannot determine eligibility through any other means.

Limitation on Emergency Assistance. Applicants are not automatically eligible for emergency assistance. If an applicant had income which could have been used to prevent all or part of an emergency, but they spent that income on items which are not basic necessities, the applicant will not be eligible to receive GA to replace the misspent money. (22 M.R.S. § 4308(2) & 4315-A).

All applicants must provide the Administrator with verifiable documentation demonstrating that the applicant lacked sufficient income to avert the emergency situation. According to the following criteria, the Administrator may limit emergency assistance to cover only the difference between the amount of money necessary for the household to avoid the emergency and the amount of income available to the household during the applicable time period.

- a) The applicable time period shall be the 30 days preceding the application for emergency assistance, except in those cases where the emergency was created by a negative account balance for a commodity or service (such as rent, mortgage, or utility payments), and the negative account balance was

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created over a longer period of time. In such cases, the applicable time period shall be the consecutive length of time the account balance has been in the negative.

- b) The Administrator shall seek from the applicant all information pertinent to the applicant's ability to provide for their basic necessities for the applicable time period, including evidence of all income and resources received over that period of time.
- c) The Administrator shall calculate all costs per month for the household's basic necessities during the applicable time period, consistent with the maximum levels established by this ordinance for the specific basic necessity or the actual monthly cost, whichever is less, including all costs associated with averting the particular emergency situation for which the applicant is seeking assistance.
- d) From the total household costs for basic necessities during the applicable time period, the Administrator shall subtract the total income and lump sum payments available to the household for the applicable time period, as well as the total [general assistanceGA](#) actually received during the applicable time period.
- e) The Administrator may restrict the issuance of emergency assistance to the difference yielded by the computation in subsection (d), even when such a grant will not totally alleviate the emergency situation.
- f) The Administrator may waive this limitation on emergency assistance in life threatening situations or for initial applicants; that is, persons who have never before applied for [general assistanceGA](#).
- g) Nothing in these criteria may be construed as prohibiting a municipality from electing to alleviate an emergency situation in the most cost-effective manner available, provided such a determination of eligibility for emergency assistance is in conformance with [general assistanceGA](#) law.

The municipality cannot exceed maximum levels of assistance for an applicant household for more than 30 days in a 12-month period when assistance is granted for housing in a hotel, motel, inn or other lodging place.

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Section 4.10—Residence

The Administrator shall provide GA to all eligible applicants who are residents of this municipality. A resident is a person who has no other residence, is physically present in this municipality and who intends to remain here and establish a household.

The municipality also recognizes its responsibility to provide assistance to eligible persons who apply here and who are not residents of this municipality or any other municipality. If a person who is not a resident of any municipality applies in this municipality first, the Administrator will determine their eligibility and, if eligible, will grant assistance until they establish a residence in another municipality. (22 M.R.S. § 4307).

Moving/Relocating. The municipality will not consider moving or transporting an applicant or recipient into another municipality unless the person requests assistance to relocate to another municipality. If the Administrator determines the applicant is eligible and grants financial assistance to help with the requested relocation, this municipality will be responsible for providing assistance to the applicant for 6 months after they move including processing applications and determining eligibility for assistance.

Institutions. If a resident of this municipality enters an institution located in another municipality (such as a group home, shelter, rehabilitation center, nursing home, or hospital) and requests assistance while at the institution, they will be the responsibility of this municipality for up to 12 months after they enter the institution if the conditions of 22 M.R.S. § 4307 and § 4313 are met. The municipality thereafter retains responsibility for an applicant in an institution only if the applicant has maintained a home in this municipality to which they intend to return. The municipality also recognizes its responsibility for applicants residing in an institution in this municipality if such an applicant had no residence prior to entering the institution. (22 M.R.S. § 4307(4)).

Temporary Housing. Hotels/motels and similar places of temporary lodging are considered institutions if the municipality grants financial assistance for, makes arrangements for, or advises or encourages an applicant to stay in temporary lodging.

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Note: A municipality which illegally denies housing assistance will be responsible for the applicant for up to ~~6~~¹² months if, as a result of the denial, the applicant stays in temporary lodging. The municipality may also be subject to other penalties. (22 M.R.S. § 4307(4)).

Disputes. When the Administrator believes that an applicant is a resident of another municipality, but that municipality disputes its responsibility, the Administrator will notify DHHS' Augusta office (287-3654 or 1-800-442-6003). If the applicant applies in this municipality first, the Administrator will determine their eligibility and, if eligible, will grant assistance until the DHHS has concluded which municipality is responsible for providing assistance. If another municipality was responsible, the DHHS will recover the amount due from the other municipality. (22 M.R.S. §§ 4307(5), 4307(6)).

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ARTICLE V – Eligibility Factors

A person will be eligible for GA if they are an “Eligible Person” as defined in section 2.2, is in need, and has complied with the eligibility requirements set forth below. (*For guidance in determining whether an applicant is an Eligible Person, contact DHHS at (800) 442-6003 (TTY: 287-6948).*)

Section 5.1—Initial Application

Initial Application. For initial applicants, need will be the sole condition of eligibility, except that all applicants, including initial applicants, are disqualified for a defined period (1) for quitting employment without just cause or for being discharged from employment for misconduct (*see Ordinance § 5.5*) or (2) who are fugitives from justice as defined in 15 M.R.S. § 201(4), (22 M.R.S. § 4301(3)). An initial applicant is a person who has never before applied for GA in any municipality in Maine. (22 M.R.S. § 4308(1)).

“Need” means that the applicant’s income (including prorated income, where applicable), property, credit, assets or other resources are less than the overall maximum level of assistance contained in Ordinance § 6.8 or the applicant’s 30-day need, whichever is less, and they do not have adequate income or other resources available to provide basic necessities.

Repeat Applicants. Persons who are not initial applicants are repeat applicants; these are persons who have previously applied for GA at some time, including persons on whose behalf a GA application was previously made at any time, provided that the applicant was not a dependent minor in the household at the time of the previous application. To be eligible for GA, repeat applicants must be in need and meet all other eligibility requirements. The eligibility of repeat applicants may also be adversely affected to the extent they have not used their income and resources to secure basic necessities.

Section 5.1A – Presumptive Eligibility

A person who is provided shelter in an emergency shelter for the homeless located in the municipality shall be presumed to be an eligible person. Presumed eligibility may not exceed 30 days within a 12-month period. After the period of presumed eligibility,

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full eligibility must be verified before assistance will be issued. When presumptive eligibility is determined under this section, no other municipality may be determined to be the municipality of responsibility during that 30-day period.

Section 5.1B – Recovery Residences

The Administrator will not deny GA benefits to a person for the sole reason that the person is residing in a recovery residence. Beginning July 1, 2022, housing assistance will not be provided to a person residing in a recovery residence that has not been certified in accordance with 5 M.R.S. § 20005(22), except that the person may receive housing assistance while residing in an uncertified recovery residence for one 30-day period only. The Administrator will inform the person of the requirements and time limits regarding recovery residences. A person who is ineligible for housing assistance under this subsection may remain eligible to receive GA for other basic necessities. Upon request by a person residing in a certified recovery residence, who has been determined eligible for housing assistance, housing assistance payments will be issued to the operator of the certified recovery residence instead of to a landlord.

Section 5.2—Eligibility for Categorical Assistance

Receipt of categorical assistance will not disqualify an otherwise eligible person. Benefits received from other assistance programs will be considered as income when determining need, with the exception of Food Stamps, which will not be counted as income or resources or otherwise taken into consideration when determining need. (7 U.S.C. § 2017 (b)).

In addition, fuel assistance (HEAP/ECIP) received by an applicant will not be considered as income; that is, the Administrator will always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid all costs associated with their fuel needs. (42 U.S.C. § 8624(f)). When an applicant has received HEAP or ECIP, GA heating energy needs will be calculated pursuant to Ordinance § 6.7, subsection (c) under “Types of Income”. For several additional exceptions please refer to the definition of “Income” in this Ordinance (see Ordinance § 2.2, page 7, subsection 4).

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Applicants or recipients must apply for other program benefits within 7 days after being advised in writing to do so by the Administrator. Persons who, without just cause, make no good faith effort to obtain a potential resource will be disqualified from receiving assistance until they make a good faith effort to obtain the benefit. (22 M.R.S. § 4317).

Section 5.3—Personal Property

a) Liquid Assets.

No person owning assets easily convertible into cash, including but not limited to, bank deposits, stocks, bonds, certificates of deposit, retirement accounts, life insurance policies and other marketable security will be eligible for GA unless and until they use these assets to meet their basic needs, and thereby exhausts them. At the discretion of the Administrator, liquid assets need not include a reasonable minimum balance necessary to obtain free checking. Although one checking account per household may be allowed, any monies over the minimum required to obtain free checking are to be considered available liquid assets.

b) Tangible Assets.

No person owning or possessing personal property, including but not limited to: a motor vehicle (except as provided immediately below in subsection c), or a boat, trailer, recreation vehicle or other assets that are convertible into cash and are non-essential to the maintenance of the applicant's household will be eligible for GA. Exceptions may be made when a person is making an initial application or is an unforeseeable repeat applicant as defined in Ordinance § 2.2 or when reasonable efforts to convert assets to cash at fair market value are unsuccessful. Tools of a trade, livestock, farm equipment and other equipment used for the production of income are exempt from the above category and are not considered available assets.

c) Automobile Ownership.

Ownership of one automobile per household will not make a person ineligible for assistance if such vehicle is essential for transportation to employment or for seeking employment, obtaining medical care, rehabilitation, or training facilities, or for any other reason the GA Administrator determines reasonable

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for the maintenance of the applicant's household. GA recipients who own an automobile with a market value greater than \$8,000 may be required, with 7-day's written notice, to make a good faith effort to trade that automobile for an automobile with a market value of less than \$8,000. Any income received by the applicant by virtue of such a trade down must be used for their basic necessities. Failure to liquidate or trade down the excess value of any automobile asset can result in disqualification. (22 M.R.S. § 4317).

The Administrator will neither pay nor consider as necessary any car payment or vehicle maintenance cost, including insurance, for which the applicant is responsible. However, if the vehicle's value is \$8,000 or less and the applicant is utilizing the vehicle for an "essential" reason (see above), the Administrator may choose to not consider reasonable car payments, reasonable car insurance or reasonable associated costs of maintenance as "misspent" income. GA for travel-related needs shall be computed in accordance with Ordinance § 6.8(F)(7), (8) "Work Related/Travel Expenses."

d) Insurance.

Insurance available to an applicant on a non-contributory basis or required as a condition of employment will not be a factor in determining eligibility for GA. Life insurance with a cash surrender value may, at the discretion of the Administrator, be considered as a tangible asset.

e) Transfer of Property.

Applicants who transfer assets for less than fair market value to someone else solely for the purpose of establishing eligibility for GA will not be granted GA benefits to replace the uncompensated value of the transferred asset. Assistance will be denied within a 120-day limit up to the uncompensated value of the asset which was transferred unless the transfer of asset is fraudulently misrepresented, in which case a 120-day disqualification will be issued. There will be a presumption that the applicant transferred their assets in order to be eligible for GA whenever property is sold for less than the fair market value or when the transfer occurred within 30 days prior to applying for GA unless the applicant can demonstrate the existence of a good faith transaction.

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Section 5.4—Ownership of Real Estate

a) **Principal Residence.**

Solely for purposes of GA, the applicant's principal residence, including any adjoining land, is considered an exempt resource, even if temporarily unoccupied because of employment, job training, education, illness, or disaster, provided the applicant demonstrates an intent to return. If the applicant owns land in excess of the minimum lot size for the zone or district in which the home is located, that land may be considered a potential resource if:

1. The applicant has received GA for the last 120 consecutive days; and
2. The applicant has the legal right to sell the land (e.g., any mortgagee will release any mortgage, any co-owners agree to the sale, zoning or other land use laws do not render the sale illegal or impracticable); and
3. The applicant has the financial capability to put the land into a marketable condition (e.g., the applicant can pay for any necessary surveys); and
4. The land is not utilized for the maintenance and/or support of the household; and
5. A knowledgeable source (e.g., a realtor) indicates that the land in question can be sold at fair market value, for an amount which will aid the applicant's financial rehabilitation; and
6. No other circumstances exist which cause any sale to be unduly burdensome or inequitable.

If conditions above are met, the Administrator may condition the receipt of future assistance on the applicant's good faith efforts to sell, or render saleable, land which could be used to provide necessary support for the applicant (e.g., the applicant owns 100 "excess" acres. Sale of 10 of the acres would provide for the necessary support; therefore, the entire 100 acres need not be sold at the present time.) Assistance shall not be denied during the time that the applicant is making a good faith effort to sell or render saleable the land in question.

Once the applicant ceases to receive assistance the obligations under this section shall also cease.

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b) Other Property.

If the applicant or dependents own real property other than that occupied as the principal residence, continued GA eligibility will depend on the applicant making a reasonable effort to:

1. Dispose of the property at fair market value in order to convert the property into cash which can be applied toward meeting present need; or
2. Obtain a loan against such property which may be used to meet present need. Applicants who transfer their excess property to a third party in order to become eligible for GA will be ineligible.

If an applicant is granted assistance in the form of a mortgage payment or capital improvement payment, the municipality may claim a lien against the property. The lien shall not be enforceable until the sale of the property or upon the death of the recipient (*see also Ordinance § 6.8*). 22 M.R.S. § 4320.

Section 5.5—Work Requirement

All GA recipients are required to register for work, look for work, work to the extent of available employment, and otherwise fulfill the work requirements, unless the applicant is exempt from such requirements as provided below.

Employment; Rehabilitation. All unemployed applicants and household members who are 16 years of age or older and who are not attending a full-time primary or secondary school intended to lead to a high school diploma will be required to accept any suitable job offer and/or meet with job counselors, attend employment workshops and rehabilitative services, except as provided below (*see “Exemptions”*). Applicants must demonstrate to the Administrator that they are available for work and are actively seeking employment.

A “suitable job” means any job, which the applicant is mentally and physically able to perform. “Available for work” means that applicants must make themselves available for work during normal business hours prevailing in the area and show that no circumstance exists which would prevent them from complying with the work requirement.

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Verification. Unemployed applicants or applicants employed on a part-time basis must provide verifiable documentation of their pursuit of employment at the time of each application. At a minimum, such documentation will consist of a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted. “Pursuit of Employment” means actually submitting a written application or applying for a job in person when reasonable or submitting a written application or letter of inquiry to employers.

For the duration of any repeat applicant’s period of unemployment or partial employment, the Administrator will establish the number of employers per week to whom each non-exempt applicant shall be required to apply in order to fulfill their work search requirements. The number of weekly employer contacts required by the Administrator shall be reasonably related to the number of potential employers in the region and the number of hours per week the applicant has available for work search activities after considering all time the applicant must devote to existing employment obligations, workfare obligations, and required classroom or on-site participation in job training, educational, or rehabilitation programs. Fulfillment of these requirements will not be expected at the time of the initial application but will be a condition of eligibility for subsequent assistance.

Ineligibility. After being granted assistance at the time of initial application, applicants will be considered ineligible for further assistance for 120 days if they, without just cause:

- a) refuse to register for employment with the Maine Job Service;
- b) refuse to search diligently for employment when the search is reasonable and appropriate; recipients who unreasonably seek work at the same places repeatedly will not be considered to be performing a diligent work search and will be disqualified;
- c) refuse to accept a suitable job offer;
- d) refuse to participate in an assigned training, education or rehabilitation program that would assist the applicant in securing employment;
- e) fail to be available for work; or

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- f) refuse to participate or participate in a substandard manner in the municipal work program (*see Ordinance § 5.6*).

Ineligibility Due to Job Quit or Discharge for Misconduct. No initial or repeat applicant who has quit their full-time or part-time job without just cause or who has been discharged from employment for misconduct (*see definition in Appendix I*) will be eligible to receive GA of any kind for 120-days from the date the applicant is separated from employment. (22 M.R.S. § § 4301(8), 4316-A (1-A)).

Just Cause. Applicants will be ineligible for assistance for 120 days if they refuse to comply with the work requirements of this section without just cause. With respect to any work requirement, just cause will be considered to exist when there is reasonable and verifiable evidence that:

- a) the applicant has a physical or mental illness or disability which prevents them from working;
- b) the work assignment pays below minimum wages;
- c) the applicant was subject to sexual harassment;
- d) the applicant is physically or mentally unable to perform required job tasks, or to meet piece work standards;
- e) the applicant has no means of transportation to or from work or a training or rehabilitation program;
- f) the applicant is unable to arrange for necessary childcare or care of ill or disabled family members; or
- g) any reason found to be good cause by the Maine Department of Labor ([DOL](#)), or any other verifiable reason the Administrator considers reasonable and appropriate will be accepted as just cause. (22 M.R.S. § 4316-A(5)).

Applicant's Burden of Establishing Just Cause. If the Administrator finds that the applicant has violated a work-related rule without just cause, it shall be the responsibility of the applicant to establish the presence of just cause. (22 M.R.S. § 4316-A).

Eligibility Regained. Persons who are disqualified for 120 days because they violated a work requirement may regain their eligibility if and only when they become employed

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or otherwise satisfy the Administrator that they are complying with the work requirement by fulfilling the work requirement(s) the person violated.

For the purpose of regaining eligibility by becoming employed, “employment” shall mean employment by an employer as defined in 26 M.R.S. § 1043 or the performance of a service for an employer who withholds from the employee a social security tax pursuant to federal law.

The special provisions regarding the opportunity to regain eligibility after a disqualification for workfare violations are detailed in Ordinance § 5.6, under “Eligibility Regained.”

Dependents. Failure of an otherwise eligible person to comply with the work requirements shall not affect the eligibility of any member of the person’s household who is not capable of working, including:

- a) a dependent minor child;
- b) an elderly, ill, or disabled person; and
- c) a person whose presence is required in order to provide care for any child under 6 years of age or for any ill or disabled member of the household. (22 M.R.S. § 4309(3)).

If one or more member(s) of a household is disqualified and assistance is requested for those remaining members of the household who are dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Exemptions. The above work requirements do not apply to any person who is elderly, physically or mentally ill or disabled. Any person whose presence is required to care for any pre-school age child or for any ill or disabled member of the household is also exempt from these requirements.

The requirements of this section will not be imposed so as to interfere with an applicant’s existing employment, ability to pursue a bona fide job offer, ability to attend an interview for possible employment, classroom participation in a primary or secondary educational program intended to lead to a high school diploma, classroom

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or on site participation in a training program which is either approved by the ~~Department of Labor (DOL)~~DOL or determined by the DOL to be expected to assist the applicant in securing employment, or classroom participation in a degree-granting program operated under the control of the DOL.

Section 5.6—Municipal Work Program

Each applicant and any member of the household who is capable of working may be required to perform work for the municipality, including work for a non-profit organization, as a condition of receiving assistance. (22 M.R.S. § 4316-A(2)).

As part of the municipal work program, the municipality can require recipients to participate in training, education, or rehabilitative programs that will assist the recipient in securing employment. The work requirement provisions found in Ordinance § 5.5 regarding just cause, dependents, and exemptions also apply to the municipal workfare program.

Consent. Persons assigned to the work program are required to sign a form stating that they understand the requirements of GA and the work program. Before signing the form, the Administrator will read it to the applicants or allow the applicants to read it themselves. The form will also state the number of hours the applicants must work and the hourly rate by means of which the duration of the work assignment is calculated. In addition, the consent form shall describe the consequences of failing to adequately perform part or all of the workfare or workfare-first assignment.

Subtracting Value of Workfare Performed from Client's GA Debt. Pursuant to 22 M.R.S. § 4318, individuals who received GA benefits are obligated to repay the municipality when and if they become able (see Ordinance Article VIII). However, persons performing workfare shall have the value of the workfare performed deducted from any and all GA debt including GA liens (e.g., Workers' Compensation Settlement, SSI Retroactive Payment, Capital Improvement, Home Mortgage) that might exist against their settlements, payments or other such property.

Limitations. The work requirement is subject to the following limitations. (22 M.R.S. § 4316-A(3)).

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- 1) No person shall, as a condition of eligibility, be required to perform any amount of work that exceeds the value of the net GA that the person receives under municipal GA standards. Any person performing work under this subsection shall be provided with net GA, the value of which is calculated at a rate of at least the prevailing minimum wage under state or federal law at the time the workfare was performed.
- 2) No workfare participant shall be required to work for a nonprofit organization if that work would violate the participant's basic religious beliefs.
- 3) In no case shall eligible persons performing work under this subsection replace regular municipal employees.
- 4) In no case will work performed under this subsection interfere with an eligible person's:
 - a) existing employment;
 - b) ability to follow up on a bona fide job offer;
 - c) attendance at an interview for possible employment;
 - d) classroom participation in a primary or secondary educational program intended to lead to a high school diploma; or
 - e) classroom or on-site participation in a training program which is approved by the [Department of Labor \(DOL\)](#) or determined by the DOL to be reasonably expected to assist the person in securing employment, or classroom participation in a degree-granting program administered by the DHHS or the DOL.
- 5) In no case may an eligible person be required to work more than 40 hours per week. An eligible person who has full or part-time employment shall be exempt from the work requirement to the extent that the work requirement in combination with their regular employment would result in the person working more than 40 hours per week.
- 6) In no case will an eligible person be required to perform work beyond their capabilities. However, when an illness or disability is claimed, an

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eligible person may be required as a condition of receiving assistance to present a doctor's statement detailing the extent of the disability or illness. (22 M.R.S. § 4309).

If the Administrator requires a doctor's statement to verify an applicant's illness or disability and the applicant is not currently under the care of a provider, the municipality may pay for the doctor's evaluation if the applicant has no means to pay for the exam. However, in such a case the Administrator will choose the doctor. If there is a no-cost or low-cost health care option, the municipality may elect to refer the client to such a resource. The Administrator will not require verification of medical conditions which are apparent, or which are of such short duration that a reasonable person would not ordinarily seek medical attention. (22 M.R.S. § 4316(5)).

- 7) In no case may an eligible person with an immediate need (i.e., a person in an emergency situation who has not been disqualified from receiving assistance for committing a program violation) be required to perform work under this subsection prior to receiving GA. The Administrator shall meet immediate needs upon receiving written assurance from the eligible person that they are willing to work to maintain eligibility for GA. When the recipient has no immediate need, workfare participation may be required prior to receiving GA in accordance with the "workfare first" policy below.

"Workfare First" Policy. Pursuant to 22 M.R.S. § 4316-A(2)(D), the Administrator may, in accordance with the following guidelines, require a GA recipient to perform a workfare assignment prior to the actual issuance of the GA benefit conditionally granted.

- 1) In no circumstance will emergency GA for which an applicant is eligible be withheld pending the satisfactory performance of workfare.
- 2) All workfare participants under this policy will be provided a written decision within 24 hours after submitting an application for GA and prior

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to performing any workfare for the municipality associated with that request for assistance.

That written decision must include:

- a) a specific description of the amount of GA being conditionally granted to the household, and for which basic needs;
 - b) the period of eligibility for which the GA grant is being issued (in days or weeks, but not to exceed 30 days);
 - c) the rate, at a dollar-per-hour basis (but not less than the prevailing minimum wage), upon which the duration of the workfare assignment is calculated;
 - d) the actual duration of the workfare assignment that must be performed, in hours, before the GA grant will be actually issued;
 - e) the specifics of the workfare assignment(s), including the general nature of the type of work being assigned, location(s) of worksite, date(s) and time(s) of assigned workfare, workfare supervisors' names and contact telephone numbers; and
 - f) any other pertinent information related to the workfare assignment(s) the recipient will be expected to perform.
- 3) As previously provided in this section, all workfare participants must sign a consent form that informs the participant of their workfare-related rights and responsibilities, including the consequences of failing to perform all or part of the workfare assigned without just cause.
 - 4) If a portion of the workfare-first assignment is satisfactorily performed but there has been a failure to perform the remainder of the assignment, without just cause, the Administrator shall issue a grant of GA benefits corresponding to the number of workfare hours satisfactorily performed multiplied by the hourly rate used to calculate the workfare assignment. In addition to any disqualification penalty that may apply, the remaining value of the conditionally issued GA grant shall be terminated, and notice of the partial termination, together with the reasons; therefore, will be issued to the workfare participant in accordance with Ordinance § 6.10.

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- 5) If any part of the workfare assignment is not performed because the workfare participant was temporarily unable to perform the assignment for just cause reasons, it shall be reassigned or excused at the discretion of the Administrator.

Work-Related Expenses. A participant's expenses related to work performed under this section will be added to the amount of net GA to be provided to the person (22 M.R.S. § 4316-A(2)(E)). The municipality will provide any special clothes or equipment the recipient needs to perform their work assignment.

Disqualification. Any person who either willfully fails to perform or willfully performs below average standards the work assigned by the municipality, will be ineligible for assistance for 120 days (22 M.R.S. § 4316-A(1)). As soon as the Administrator knows that a recipient failed to fulfill the work assignment, the Administrator will notify the recipient in writing that they are disqualified for 120 days starting from the last date of authorized assistance unless the recipient can show just cause. The workfare participant has the burden of demonstrating there was just cause for any failure to perform a workfare assignment.

Eligibility Regained. Recipients who are disqualified from receiving assistance because they have violated the requirements of the municipal work program may regain their eligibility under the following conditions:

- Recipients who fail to complete the first municipal work assignment they have been given will be disqualified from receiving assistance during the next 120 days, although dependents in the household may be eligible (*see Ordinance § 5.5, "Dependents"*).
- If during the 120-day disqualification period the recipient requests an opportunity to perform the work assignment which they, without just cause failed to perform, the disqualified recipient will be given one opportunity to regain eligibility. The Administrator will give the recipient a work assignment as soon as possible.
- If a recipient under a 120-day disqualification has an emergency need and the Administrator is unable to schedule a work assignment in time to alleviate the emergency, the Administrator will provide sufficient assistance to the

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recipient to avert the emergency. However, the provision of emergency assistance will not bar the Administrator from subsequently enforcing the previously issued 120-day disqualification if the recipient fails to regain eligibility by satisfactorily performing the work assignment. The amount of emergency assistance granted will be considered in the computation of the total number of hours the recipient must work.

- Recipients who have asked for the opportunity to regain their eligibility during a 120-day disqualification period and who agreed to fulfill the assignment which they previously failed to perform but who, without just cause, fail to fulfill their municipal work assignment will be considered to have acted in bad faith. In such a circumstance, the Administrator will enforce the 120-day disqualification for the term of its initial duration.
- If a workfare participant regains eligibility under this section but is subsequently disqualified within the initial 120-day period of ineligibility for failing to comply with the municipal work program, that participant will be ineligible for a new 120-day period beginning with the new disqualification date but will be provided no opportunity to requalify.
- Any recipient who intentionally causes damage to property, harasses or harms other employees or who otherwise conducts themselves in a disruptive manner and is discharged by the work supervisor will not be entitled to regain eligibility by returning to the work program. Eligibility may be regained by otherwise becoming employed and meeting the definition of need.

Reports. The Administrator will itemize the assistance that has been provided to persons who work for the municipality in reports to the DHHS. (22 M.R.S. § 4316-A(2)).

Section 5.7—Use of Resources

Each applicant is responsible to make a good faith effort to utilize every available or potential resource that may reduce their need for GA (*see Ordinance § 2.2, definition of “Resources”*). Persons who refuse or fail to make a good faith effort to secure a potential resource after receiving written notice to do so are disqualified from receiving assistance until they make an effort to secure the resource. Applicants are

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required to prove that they have made a good faith effort to secure the resource. (22 M.R.S. § 4317).

Minors. A minor under the age of 18 who has never married and is applying independently for GA and who is pregnant or has a dependent child or children will be eligible to receive GA only if the minor is residing in the home of their parent, legal guardian or other adult relative, in which case the entire household will be evaluated for eligibility. Exceptions to this limitation on eligibility will be made when:

- 1) the minor is residing in a foster home, maternity home, or other adult-supervised supportive living arrangement; or
- 2) the minor has no living parent or the whereabouts of both parents are unknown; or
- 3) no parent will permit the minor to live in the parent's home; or
- 4) the minor has lived apart from both parents for at least one year before the birth of any dependent child; or
- 5) the DHHS determines that the physical or emotional health or safety of the minor or the minor's dependent child or children would be jeopardized if the minor and their child or children lived with a parent; or
- 6) the DHHS determines, in accordance with its regulation, that there is good cause to waive this limitation on eligibility. (22 M.R.S. § 4309(4)).

Any person under the age of 25 who is applying independently from their parents for GA will be informed that until they reach the age of 25, the applicant's parents are still legally liable for their support and the municipality has the right to seek recovery from the parents of the cost of all assistance granted to such a recipient to the extent their parents are financially capable of repaying the municipality. (22 M.R.S. § 4319).

With regard to such application, the municipality may seek verification of the applicant's need for GA by contacting their parents. If the applicant's parents declare a willingness to provide the applicant with their basic needs directly, and there is no convincing evidence that the applicant would be jeopardized by relying on their parents for basic needs, the Administrator may find the applicant not to be in need of GA for the reason that their needs can be provided by a legally liable relative.

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Mental or Physical Disability. Any applicant who has a mental or physical disability must make a good faith effort to utilize any medical or rehabilitative services which have been recommended by a physician, psychologist or other professional retraining or rehabilitation specialist when the services are available to the applicant and would not constitute a financial burden or create a physical risk to the individual.

Written Notice; Disqualification. The Administrator will give each applicant written notice whenever the applicant is required to utilize any specific potential resource(s). Any applicant who refuses to utilize potential resources, without just cause, after receiving written 7-day notice will be ineligible for further assistance until they have made a good faith effort to utilize or obtain the resources. GA will not be withheld from the applicant pending receipt of a resource if the applicant has made, or is in the process of making, a good faith effort to obtain the resource.

Forfeiture of Benefits. Any applicant who forfeits receipt of, or causes a reduction in, benefits from another public assistance program due to fraud, misrepresentation, a knowing or intentional violation of program rules or a refusal to comply with that program's rules without just cause will be ineligible to receive GA to replace the forfeited benefits. To the extent the forfeited benefits can be considered income under GA law, the value of the forfeited benefits will be considered income that is available to the applicant for the duration of the forfeiture.

To the extent the forfeited benefits were provided in the form of a specific, regularly issued resource of a calculable value rather than in the form of income, that resource, up to its forfeited value, need not be replaced with GA for a period of 120 days from the date of the forfeiture—unless the municipality is prohibited by federal or state law from considering the forfeited resource as available with respect to local public assistance programs. (22 M.R.S. § 4317).

Section 5.8—Period of Ineligibility

No one will have their GA terminated, reduced, or suspended prior to being given written notice and an opportunity for a fair hearing. (22 M.R.S. § § 4321-4322). Each person will be notified in writing of the reasons for their ineligibility, and any person

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disqualified for not complying with the ordinance will be informed in writing of the period of ineligibility.

Work Requirement. Applicants/recipients who do not comply with a work requirement are disqualified from receiving assistance for a period of 120 days (unless they regain their eligibility) (*see Ordinance §§ 5.5, 5.6*). If an applicant/recipient is provided assistance and does not comply with the work requirement, the applicant/recipient shall be disqualified for 120 days following the end of the period covered by the grant of assistance. The Administrator shall give recipients written notice that they are disqualified as soon as the Administrator has sufficient knowledge and information to render a decision of ineligibility.

Fraud. Persons who commit fraud are disqualified from receiving GA for a period of 120 days (*see Ordinance § 6.4, “Fraud”*). The Administrator shall give recipients written notice that they are ineligible as soon as the Administrator has sufficient knowledge and information to render a decision. If the disqualification for fraud is issued before the expiration of a grant of assistance, the period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance. If fraud is discovered after the period covered by the grant of assistance has expired, the period of ineligibility will commence on the day of the written notice of ineligibility.

Section 5.9 – Unemployment Fraud

An applicant who is found ineligible for unemployment compensation benefits because of a finding of fraud by the [Department of Labor DOL](#) pursuant to 26 M.R.S. § 1051(1) is ineligible to receive [general assistance GA](#) to replace the forfeited unemployment compensation benefits for the duration of the forfeiture established by the [Department of Labor DOL](#). 22 M.R.S. § 4317.

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Section 6.1—Recognition of Dignity and Rights

Any determination or investigation into an applicant's eligibility will be conducted in a manner that will not violate the applicant's privacy or personal dignity or violate their individual rights.

Section 6.2—Determination; Redetermination

The Administrator will make an individual, factual determination of eligibility each time a person applies or reapplies for GA. The Administrator will make a redetermination of eligibility at least monthly but may do so as often as necessary to administer the program efficiently and meet the needs of the applicants. Upon any application, the Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis, but may elect to disburse that applicant's assistance periodically, e.g., weekly, throughout a 30-day period of eligibility pursuant to that initial eligibility determination.

The Administrator may redetermine a person's eligibility at any time during the period they are receiving assistance if the Administrator is notified of any change in the recipient's circumstances that may alter the amount of assistance the recipient may receive. Once a recipient has been granted assistance, the Administrator may not reduce or rescind the grant without giving prior written notice to the recipient explaining the reasons for the decision and offering the recipient an opportunity to appeal the decision to the fair hearing authority. (22 M.R.S. § 4309).

Section 6.3—Verification

Eligibility of Applicant; Duration of Eligibility. The overseer shall determine eligibility each time a person applies or reapplies for GA. The period of eligibility will not exceed one month. At the expiration of this period applicants/recipients may reapply for assistance and the person's eligibility will be redetermined.

Applicant's Responsibilities. Applicants and recipients for GA are responsible for providing to the Administrator all information necessary to determine eligibility. If further information or documentation is necessary to demonstrate eligibility, the applicant must have the first opportunity to provide the specific information or

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documentation required by the Administrator. When such information is unavailable, the Administrator must accept alternative available information, which is subject to verification.

Each applicant and recipient has the responsibility at the time of application and continuing thereafter, to provide complete, accurate, current information and documentation concerning his/her:

- Need
- Income
- Employment
- Use of income
- Expenses
- Assets & liabilities
- Use of available resources
- Household composition

Initial Applicants. Persons who have not applied for assistance in this or any other municipality are considered initial applicants and must have their eligibility determined solely on the basis of need. Initial applicants are not subject to eligibility conditions placed on repeat applicants (*see below*). However, such applicants must still provide the GA Administrator with reasonably obtainable documentation adequate to verify that there is a need for assistance. In addition, initial applicants must also comply with both lump sum and relevant work rules (i.e., quit job).

Repeat Applicants. All applicants for GA who are not initial applicants are repeat applicants. The eligibility of repeat applicants must be determined on the basis of need and all other conditions of eligibility established by law and this municipal ordinance.

The Administrator will require documentation of a repeat applicant's income, use of income, assets and resources plus actual bills and receipts for rent, utilities, fuel, telephone, medical services, and other basic necessities. In addition, repeat applicants instructed to seek employment shall verify their work search results, (e.g., provide a list of the employers contacted, the date and time of the application contact,

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and the name of the employer representative contacted) as required by the Administrator.

Repeat applicants must provide updates to information reported on previous applications, including changes in his/her household or income that may affect his/her eligibility.

Unforeseen Repeat Applicants. Unforeseen repeat applicants are applicants who have not applied for assistance within the last twelve months and who have been regularly employed or receiving support from a public benefit or private source but who have unexpectedly become unemployed through no fault of their own or whose income and/or benefits (e.g., through an available resource) have ceased through no fault of their own. Such unforeseen repeat applicants may be considered initial applicants for purposes of verification requirements and misspent income if the Administrator finds that imposing the general verification requirements and misspent income rules imposed on repeat applicants would be unreasonable or inappropriate.

Administrator's Responsibilities. In order to determine an applicant's eligibility for GA, the Administrator first must seek information and documentation from the applicant. Once the applicant has presented the necessary information, the Administrator must determine eligibility. The Administrator will seek verification necessary to determine eligibility and may contact sources other than the applicant for verification only with the specific knowledge and consent of the applicant – except that the Administrator may examine public records without the applicant's knowledge and consent.

Appropriate sources, which an Administrator may contact, include, but are not limited to:

- DHHS, any other department or agency of the state, or non-profit organizations
- financial institutions
- creditors
- utility companies
- employers
- landlords
- physicians
- persons with whom the applicant/recipient is a cohabitant

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- legally and non-legally liable relatives

Assistance will be denied or terminated if the applicant is unwilling to supply necessary information, documentation, or permission to make collateral contacts, or if the Administrator cannot determine that eligibility exists based on information supplied by the applicant or others.

Redetermination of Eligibility. The Administrator may redetermine a person's eligibility at any time during the period that person is receiving assistance if the Administrator is informed of any change in the recipient's circumstances that may affect the amount of assistance to which the recipient is entitled, or that may make the recipient ineligible, provided that once a determination of eligibility has been made for a specific time period, a reduction in assistance for that time period may not be made without prior written notice to the recipient stating the reasons for the action and an opportunity for the recipient to receive a fair hearing upon the proposed change.

Penalty for Refusing to Release Information. Any person governed by 22 M.R.S. § 4314 who refuses to provide necessary information to the Administrator after it has been requested must state in writing the reasons for the refusal within 3 days of receiving the request. Any such person who refuses to provide the information, without just cause, commits a civil violation and may be subject to a fine of not less than \$25 nor more than \$100 which may be adjudged in any court of competent jurisdiction. Any person who willfully renders false information to the Administrator is guilty of a Class E crime. (22 M.R.S. § § 4314(5), 4314(6), 4315).

Section 6.4—Fraud

It is unlawful for a person to knowingly and willfully make a false representation of a material fact to the Administrator in order to receive GA or cause someone else to receive GA. (22 M.R.S. § 4315). A person who commits fraud in an effort to receive GA benefits may be prosecuted for this offense.

False representation means any individual who knowingly and willfully:

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- a) makes a false statement to the Administrator, either orally or in writing, in order to obtain assistance to which the applicant or the applicant's household is not entitled;
- b) conceals information from the Administrator in order to obtain assistance to which the applicant or applicant's household is not entitled; or
- c) uses GA benefits for a purpose other than the purpose for which they were intended.

No person may be denied assistance solely for making a false representation prior to being given an opportunity for a fair hearing.

Period of Ineligibility. When the Administrator finds that a person has knowingly and willfully misrepresented material facts for the purpose of making themselves eligible for GA, the Administrator shall notify that applicant in writing that they must reimburse the municipality for the assistance they were not entitled to receive and that they are ineligible for assistance for the longer of: (a) a period of 120 days; (b) until they reimburse the municipality for the assistance; or (c) until they enter a reasonable written agreement to reimburse the municipality. (22 M.R.S. § 4315).

For the purpose of this section, a material misrepresentation is a false statement about eligibility factors in the absence of which some or all of the assistance would not be or would not have been granted.

The notification of ineligibility issued by the Administrator shall inform the applicant of their right to appeal the Administrator's decision to the fair hearing authority (FHA) within 5 working days of receipt. The period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance fraudulently received or upon the date of notification of ineligibility, whichever is later.

Right to a Fair Hearing. Any applicant who is denied assistance for making a false representation will be afforded the opportunity to appeal the decision to the fair hearing authority (FHA) in accordance with Article VII of this Ordinance. No recipient shall have their assistance reduced or revoked during the period of eligibility before being notified and given the opportunity to appeal the decision. Any person who is dissatisfied with the decision of the FHA may appeal that decision to the Superior

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Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure. (22 M.R.S. § 4309(3)).

Reimbursement. If a recipient does not appeal the decision or if the FHA determines that a recipient made a false representation, the recipient will be required to reimburse the municipality for any assistance received to which they were not entitled. The recipient may enter a reasonable written agreement to reimburse the municipality over a period of time.

Dependents. In no event will the ineligibility of a person under this section serve to disqualify any eligible dependent in that household. (22 M.R.S. § 4309(3)). In the event one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

Section 6.5—Period of Eligibility

The Administrator will grant assistance to all eligible persons for a period that is sufficient to meet their need but in no event may a grant of assistance cover a period in excess of one month. (22 M.R.S. § 4309). Upon receiving a completed and signed application the Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis.

When an applicant submits an incomplete or unsigned application, due to the 24-hour decision requirement placed on the GA Administrator, the GA Administrator shall render a notice of "ineligibility" and advise the applicant that they have a right to reapply as soon as they have the necessary information and/or as soon as is practicable for the applicant.

Although eligibility is determined on a 30-day basis, for reasons of administrative efficiency, the Administrator may elect to disburse an applicant's assistance for shorter periods of time, such as weekly, throughout the 30-day period of eligibility. When the Administrator elects to disburse GA for a period of time less than 30 days, subsequent grants of assistance during that 30-day period may be issued pursuant

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to the initial determination of need unless the applicant's financial situation changes substantially enough to warrant a redetermination of eligibility.

Section 6.6—Determination of Need

The period of time used to calculate need will be the next 30-day period from the date of application. (22 M.R.S. § 4301(7)). The Administrator will calculate applicants' expenses according to the actual expense of the basic necessity or the maximum levels for the specific necessities allowed in Ordinance § 6.8, whichever is less. The sum of these expenses, as calculated for a prospective 30-day period, is the applicant's 30-day need. Applicants will not be considered eligible if their income and other resources exceed this calculation except in an emergency. (22 M.R.S. § 4308(2)) (*see Ordinance § 4.9*).

Applicants will also not be considered in need of GA if their income, property, credit, assets or other resources available to provide basic necessities for their household are greater than the applicable overall maximum level of assistance set forth in the beginning of Ordinance § 6.8. (22 M.R.S. §§ 4301(10), 4305(3-B)). The difference between the applicant's income and the overall maximum levels of assistance established by this Ordinance is the applicant's deficit.

Once an applicant's deficit has been determined, the specific maximum levels of assistance for each basic necessity shall guide Administrator's distribution of assistance for which the applicant is eligible. (*See Ordinance Appendices A-H*). The specific maximum levels of assistance for each basic necessity are intended to be reasonable and sufficient to help recipients maintain a standard of health and decency. (22 M.R.S. § 4305(3-A)).

Income for Basic Necessities. Applicants are required to use their income for basic necessities. Except for initial applicants, no *applicant* is eligible to receive assistance to replace income that was spent within the 30-day period prior to an application for assistance on goods and services that are not basic necessities. All income spent on goods and services that are not basic necessities will be considered available to the applicant and combined with the applicant's prospective 30-day income for the purposes of computing eligibility. (22 M.R.S. § 4315-A). Applicants who have

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sufficient income to provide their basic necessities but who use that income to purchase goods or services which are not basic necessities will not be considered eligible for assistance. Persons who exhaust their income on basic necessities and who still need assistance with other basic necessities will be eligible, provided that their income does not exceed the overall maximum level of assistance.

Use-of-Income Requirements. The Administrator may require that anyone applying for GA provide documentation of their use of income. This documentation can take the form of cancelled checks and/or receipts which demonstrate that the applicant has exhausted all household income received over the last 30-day period. Except as is deemed appropriate by the Administrator for “unforeseen” repeat applicants (*See Ordinance § 6.3*); repeat applicants may be required to verify that expenditure of income was for basic necessities. Income expended that cannot be verified will generally be considered available and in such case will be added to the 30-day prospective income.

Allowable expenditures include reasonable shelter costs (rent/mortgage); the cost of heating fuel, electricity, and food up to the ordinance maximums; telephone costs at the base rate if the household needs a telephone for medical reasons, the cost of non-elective medical services as recommended by a physician which are not otherwise covered by medical entitlement, Hospital Free Care or insurance; the reasonable cost of essential clothing and non-prescription drugs, and the costs of any other commodity or service determined essential by the Administrator.

Items not considered to be basic necessities and thus will not be allowed in the budget computation include:

- Internet services
- Cable or satellite television
- Cellular phones, except when deemed essential by the overseer for medical or work related purposes
- Cigarettes/alcohol
- Gifts purchased
- Pet care costs
- Costs of trips or vacations
- Paid court fines
- Repayments of unsecured loans
- Legal fees
- Late fees

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- Credit card debt

The municipality reserves the right to apply specific use-of-income requirements to any applicant, other than an initial applicant, who fails to use their income for basic necessities or fails to reasonably document their of income. (22 M.R.S. § 4315-A). Those additional requirements will be applied in the following manner:

- 1) The Administrator may require the applicant to use some or all of their income, at the time it becomes available, toward specific basic necessities. The Administrator may prioritize such required expenditures so that most or all of the applicant's income is applied to housing (i.e., rent/mortgage), energy (i.e., heating fuel, electricity), or other specified basic necessities;
- 2) The Administrator will notify applicants in writing of the specific use-of-income requirements placed on them;
- 3) If upon subsequent application it cannot be determined how the applicant's income was spent, or it is determined that some or all of the applicant's income was not spent as directed and was also not spent on basic necessities, the applicant will not be eligible to receive either regular or emergency [general assistanceGA](#) to replace that income; and
- 4) If the applicant does not spend their income as directed but can show with verifiable documentation that all income was spent on basic necessities up to allowed amounts, the applicant will remain eligible to the extent of the applicant's eligibility and need.

Calculation of Income and Expenses. When determining eligibility, the Administrator will subtract the applicant's net income from the overall maximum level of assistance found at the beginning of Ordinance § 6.8. If income is greater than the overall maximum level of assistance, the applicant will not be eligible except in an emergency (*see Ordinance § 4.9*). If income is less than the overall maximum level of assistance, the applicant has a deficit.

The municipality will provide assistance in an amount up to the deficit to the extent the applicant also has an unmet need and is in need of basic necessities. The municipality will not grant assistance in excess of the maximum amounts allowed in Ordinance § 6.8 for specific basic necessities except in an emergency or when the

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Administrator elects to consolidate the applicant's deficit, as provided immediately below.

Consolidation of Deficit. As a general rule, and to the extent of their deficit, applicants will be eligible for assistance for any basic necessity up to, but not exceeding, the maximum amount allowed for that necessity in this ordinance or the actual 30-day cost of the necessity, whichever is less. Under certain circumstances, however, and in accordance with the following conditions, the Administrator may consolidate the applicant's deficit and apply it toward a basic necessity in an amount greater than the ordinance maximum for that necessity.

- 1) The practice of consolidating the deficit and applying it toward a basic necessity in amounts greater than the ordinance maximum shall be the exception rather than the rule;
- 2) The total GA grant cannot exceed the total deficit unless the applicant is in an emergency situation; and
- 3) The need for the application of the recipient's consolidated deficit toward a basic necessity was not created by the recipient misspending their income or resources in violation of the use-of-income requirements of this ordinance.

Section 6.7—Income

Income Standards. Applicants whose income exceeds the overall maximum level of assistance provided in Ordinance § 6.8 shall not be eligible for GA except in an emergency. Each time an applicant applies, the Administrator will conduct an individual factual inquiry into the applicant's income and expenses.

Calculation of Income. To determine whether applicants are in need, the Administrator will calculate the income they will receive during the next 30-day period commencing on the date of application and identify any assets or resources that would alleviate their need. For all applicants other than initial applicants, the Administrator will also consider as available income any income that was not spent during the previous 30-day period on basic necessities as well as any income that was spent on basic necessities in unreasonable excess of the ordinance maximums for specific basic necessities. If a household's income exceeds the amount of the

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household's need for basic necessities, up to the maximum levels contained in Ordinance § 6.8, applicants will not be considered in need.

Exceptions will be made in emergency situations, which may necessitate that the maximum levels be exceeded. (22 M.R.S. § 4308) (*see Ordinance § 4.9*). To calculate weekly income and expenses, the Administrator will use actual income received or actual anticipated income.

Types of Income. Income that will be considered in determining an applicant's need includes:

- a) **Earned Income.** Income in cash or in kind earned by the applicant through wages, salary, commissions, or profit, whether self-employed or as an employee, is considered earned income. If a person is self-employed, total income will be computed by subtracting reasonable and actual business expenses from gross income. When income consists of wages, the amount computed will be the income available after taxes, social security and other payroll deductions required by state, federal, and local law. Rental income and profit from produce that is sold is considered earned income. Income that is held in trust and unavailable to the applicant or the applicant's dependents will not be considered as earned income.

Note: Actual work-related expenses such as union dues, transportation to and from work, special equipment or work clothes, and childcare costs will be deducted from an applicant's income. (22 M.R.S. § 4301(7)).

- b) **Income from Other Assistance or Social Services Programs.** State/federal categorical assistance benefits, SSI payments, Social Security payments, VA benefits, unemployment insurance benefits, and payments from other government sources will be considered as income, unless expressly prohibited by federal law or regulation. Federal law prohibits Food Stamps and Fuel Assistance payments made by the Home Energy Assistance Program (HEAP and EPIC) from being considered income. The value of the food stamps or fuel assistance will not be used to reduce the amount of GA the applicant is eligible to receive. Although applicants may have only a limited or reduced need for GA for heating fuel or electricity if a recently received

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HEAP/ECIP benefit has sufficiently credited their account or otherwise prevented the fuel-related costs for the prospective 30-day period.

The Administrator's obligation is to always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid for their total fuel costs. Accordingly, in such cases, the Administrator will budget for the household's heating energy needs according to actual usage, up to the ordinance maximums, but the Administrator may, with written notice to the applicant, hold in reserve the heating energy portion of the applicant's deficit until such a time during the period of eligibility that the applicant has a demonstrable need for the disbursement of heating energy assistance; that is, the applicant's fuel tank can accept a minimum fuel delivery or the applicant no longer has a positive credit balance with their utility company. The municipality is not obligated to divert any recipient's heating energy allowance toward non-heating purposes solely on the basis of the recipient's receipt of HEAP/ECIP.

Other programs whose income cannot be counted for purposes of GA eligibility include:

- Family Development Accounts (22 M.R.S. § 3762)
- Americorp VISTA program benefits (42 U.S.C. § 5044(f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, only so long as the money is spent on basic necessities. (22 M.R.S. § 4301(7))

c) Court-Ordered Support Payments. Alimony and child support payments will be considered income only if actually received by the applicant. The Administrator will refer cases in which support payments were not actually received to the Maine DHHS Child Support Enforcement Unit. In order to be eligible for future GA benefits, applicants referred to DHHS for support enforcement assistance shall be required to follow-through with such services. Because child support payments are considered a resource, applicants must make a good faith effort to secure such payments.

d) Income from Other Sources. Payments from pensions and trust funds will be considered income. Payments from boarders or lodgers will be considered

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income as will cash or in-kind contributions provided to the household from any other source, including relatives. (22 M.R.S. § 4301(7)).

- e) **Earnings of a Son or Daughter.** Earned income received by sons and daughters below the age of 18 who are full-time students and who are not working full-time will not be considered income. The unearned income of a minor in the household will be considered available to the household.
- f) **Income from Household Members.** Income from household members will be considered available to the applicant, whether or not the household member is legally obligated for the support of the applicant, if the household members pool or share their income and expenses as a family or intermingle their funds so as to provide support to one another.
- g) **The Pooling or Non-Pooling of Income.** When two or more individuals share the same dwelling unit but not all members of the household are applying for GA, the Administrator shall make a finding under a rebuttable presumption that the entire household is pooling income. (22 M.R.S. § 4301(12-A)).

One or more applicants for assistance can successfully rebut the presumption that all household income is being pooled by providing the Administrator with verifiable documentation affirmatively demonstrating a pattern of non-pooling during the duration of the shared living arrangement. Such documentation would include evidence of the entire household's expenses, bank statements, cancelled checks, receipts, landlord statements or other vendor accounts clearly supporting a claim that the applicant has been and is presently solely and entirely responsible for their pro-rata share of household costs.

If the applicant is unable to successfully rebut the municipality's presumption that all household income is being pooled, eligibility of the entire household will be determined based on total household income. If the applicant successfully rebuts the municipality's presumption that all household income is being pooled, the applicant's eligibility will be determined on the basis of their income and their pro-rata share of actual household expenses.

- h) **Lump Sum Income.** A lump sum payment received by any GA applicant or recipient prior or subsequent to the date of application for GA will be considered as income available to the household. However, verified required

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payments (i.e., any third-party payment which is required as a condition of receiving the lump sum payment, or any payments of bills earmarked for the purpose for which the lump sum payment was made) and any amount of the lump sum payment which the applicant can document was spent on basic necessities, as described below, will not be considered available income.

Where a household receives a lump sum payment at any time prior or subsequent to the date of application for GA, the Administrator will assess the need for prorating an applicant's eligibility for GA according to the following criteria. (22 M.R.S. § 4301(7), (8-A)):

- 1) identify the date the lump sum payment was received;
- 2) subtract from the lump sum payment all required payments;
- 3) subtract from the lump sum any amount the applicant can demonstrate was spent on basic necessities, including all basic necessities as defined by the GA program such as: reasonable payment of funeral or burial expenses for a family member; any reasonable travel costs related to the illness or death of a family member; repair or replacement of essentials lost due to fire, flood or other natural disaster; repair or purchase of a motor vehicle essential for employment, education, training or other day-to-day living necessities. Repayments of loans or credit, the proceeds of which can be verified as having been spent on basic necessities; and payment of bills earmarked for the purpose for which the lump sum is paid must also be subtracted. (22 M.R.S. § 4301(7), (8-A));
- 4) add to the remainder all income received by the household between the date of receipt of the lump sum payment and the date of application for GA; and
- 5) divide the sum created in subsection (4) by the verified actual monthly amounts for all of the household's basic necessities. 22 M.R.S. § 4305(3-B).

This dividend represents the period of proration determined by the Administrator to commence on the date of receipt of the lump sum payment. The prorated sum for each month must be considered available to the household for 12 months from the date of application or during the period of proration, whichever is less.

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The household of an initial applicant that is otherwise eligible for emergency assistance may not be denied emergency assistance to meet an immediate need solely on the basis of the proration of a lump sum payment. (22 M.R.S. § 4308).

Section 6.8—Basic Necessities; Maximum Levels of Assistance

Overall Maximum Levels of Assistance. Notwithstanding any of the maximum levels of assistance for specific basic necessities listed in Ordinance Appendices B-H, an applicant's eligibility for GA will be first determined by subtracting their income from the overall maximum level of assistance designated in Appendix A for the applicable household size. (22 M.R.S. § 4305 (3-B)). The difference yielded by this calculation shall be the applicant's deficit.

Applicants will be eligible for GA up to the calculated deficit to the extent the applicant is unable to otherwise provide the basic necessities essential to maintain themselves or their families. Applicants with no deficit shall be found ineligible for GA unless they are in an emergency, in which case eligibility for emergency GA will be determined according to Ordinance § 4.9.

Maximum Levels of Assistance for Specific Basic Necessities. The municipality will grant assistance to eligible applicants for basic necessities according to the maximum levels for specific types of assistance set forth below. The Administrator, in consultation with the applicant, may apply the amount of the applicant's deficit toward assistance with any one or combination of necessities not to exceed the total deficit. These maximum levels will be strictly adhered to unless the Administrator determines that there are exceptional circumstances and an emergency is shown to exist, in which case these absolute levels will be waived in order to meet immediate needs.

~~**Note.** The municipality cannot exceed maximum levels of assistance for an applicant household for more than 30 days in a 12-month period when assistance is granted for housing in a hotel, motel, inn or other lodging place.~~

In all cases either the actual expenses the applicant incurs for basic necessities or the maximum amount allowed in each category, whichever is less, will be used in determining need.

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In roommate situations, the applicant's need for common living expenses for rent, fuel, electricity, etc., will be presumed to be reduced by an amount equal to the other household members' proportionate fair share of the common living expenses. No applicant will be allowed to claim a need for any expense which has been or will be paid by another person. In addition, as a general rule the municipality will not provide a benefit toward a basic need by paying a bill that is issued to a person not living with the applicant's household or that has otherwise been incurred by a person who has not been found eligible to receive assistance.

Temporary exceptions to this general rule may be made by the Administrator in the following circumstances: (1) a recent, unplanned separation has occurred in the household resulting in the sustained or permanent absence of a former household member in whose name the bill was customarily issued; (2) the applicant and members of the applicant's household were or will be the sole recipients of the commodities or services covered by any bill to be paid or partially paid with GA; and (3) the applicant will make a good faith effort to direct the vendor to issue future bills in the name of the applicant or other responsible person residing in the household.

- (A) **Food.** The Administrator will provide food assistance to eligible persons up to the allowed maximum amounts designated by the U.S.D.A. Thrifty Food Plan for the appropriate household size.

For this purpose, the municipality hereby incorporates by reference the U.S.D.A. Thrifty Food Plan, as distributed by the Maine DHHS on or about October of each year. See Ordinance Appendix B for the current year's food maximums.

In determining need for food, the Administrator will not consider the value of the food stamps an applicant receives as income. (22 M.R.S. § 4301.7(A); 7 U.S.C. § 2017(b)). The municipality will authorize vouchers to be used solely for approved food products.

The Administrator will exceed the maximums when necessary for households having members with special dietary needs. The Administrator may require a doctor's statement verifying there is a special dietary need requiring an expenditure for food that is greater than the ordinance maximums.

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- (B) **Housing.** The Administrator will provide assistance with rent or mortgage payments that are reasonable and/or within the allowed maximum levels. See Ordinance Appendix C for the current year's housing maximums. It is the applicant's responsibility to find suitable housing, although the Administrator may help the applicant find housing when appropriate. The Administrator will inform the applicant of the allowed housing maximums to assist the applicant in their search for housing. The allowed maximum for any applicant will be the categorical housing maximum representing the minimum dwelling unit space necessary to adequately shelter the applicant household. Applicants requesting assistance for housing that contains more bedrooms than are necessary for the number of household members will be provided assistance according to the maximum level for the number of rooms actually needed.

Temporary Lodging. The municipality cannot exceed maximum levels of assistance for an applicant household for more than 30 days in a 12-month period when assistance is granted for housing in a hotel, motel, inn or other lodging place as defined in 22 M.R.S. § 2491(7-F).

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Large Recovery Residences. The maximum amount of housing assistance provided to or on behalf of a person residing in a recovery residence, as described in 22 M.R.S. § 4309(6), with occupancy of 26 or more beds, is equal to 70% of the maximum levels of housing assistance available for a person residing in a recovery residence with occupancy of 25 or fewer beds. (22 M.R.S. § 4305(3-E)).

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Rental Payments to Relatives. The municipality may elect to not issue any rental payment to an applicant's relatives unless the rental relationship has existed for at least three months and the applicant's relative(s) rely on the rental payment for their basic needs. For the purpose of this section, a "relative" is defined as the applicant's parents, grandparents, children, grandchildren, siblings, parent's siblings, or any of those relative's children. (22 M.R.S. § 4319(2)).

Rental Payments to Non-Relatives. When applicants are living in private homes with the owner or sharing dwelling units with people who are not pooling income or who are not legally liable relatives, the amount allowed as the applicant's

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shelter expense will be the applicant's pro rata share of the actual, total shelter cost, up to the ordinance maximum. (22 M.R.S. § 4301(6)).

Any housing assistance issued to a recipient in such a circumstance will be issued, whenever reasonably possible, to the landlord or property owner with the most superior interest in the property; i.e., to a landlord before a tenant, or to a mortgagee before a mortgagor.

When the municipality issues in aggregate more than \$600 in rental payments to any landlord in any calendar year, a 1099 form declaring the total amount of rental payments issued during the calendar year will be forwarded to the Internal Revenue Service (IRS) pursuant to IRS regulation (see § 6041(a) of Internal Revenue Code).

Any landlord wishing to regularly receive rental payments from the municipality on behalf of applicants renting rooms from the landlord's own residence must, at a minimum, make a good faith effort to obtain a lodging license from the DHHS Division of Health Engineering, pursuant to 10-144A CMR, Chapter 201, as a condition of that landlord receiving future GA payments on behalf of their tenants.

Mortgage Payments. In the case of a request for assistance with a mortgage payment, the Administrator will make an individual factual determination of whether the applicant has an immediate need for such aid. In making this determination, the Administrator will consider the extent and liquidity of the applicant's proprietary interest in the housing. Factors to consider in making this determination include:

- (1) the marketability of the shelter's equity;
- (2) the amount of equity;
- (3) the availability of the equity interest in the shelter to provide the applicant an opportunity to secure a short-term loan in order to meet immediate needs;
- (4) the extent to which liquidation may aid the applicant's financial rehabilitation;
- (5) a comparison between the amount of mortgage obligations and the anticipated rental charges the applicant would be responsible for if they were to be dislocated to rental housing;

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- (6) the imminence of the applicant's dislocation from owned housing because of their inability to meet the mortgage payments;
- (7) the likelihood that the provision of housing assistance will prevent such dislocation; and
- (8) the applicant's age, health, and social situation.

These factors shall be considered when determining whether the equity in the shelter is an available asset which may be substituted for the assistance the municipality would otherwise be required to provide.

The Administrator shall consider issuing a benefit in response to the applicant's request for mortgage assistance to the extent the applicant is otherwise eligible for GA if after review of the criteria above, the Administrator determines that:

- (1) the monthly mortgage obligation is in accordance with the maximum levels of assistance available for housing appropriate to the applicant's household size;
- (2) there is no capacity in the accumulated equity in the property, when considered in the context of the applicant's borrowing capacity with the mortgagee or the general lending community, to suspend the mortgage obligation temporarily or re-amortize the mortgage in such a way as to suspend or reduce the mortgage obligation; and
- (3) the failure to provide a mortgage payment in a timely manner could jeopardize the applicant's continued right of possession of the property.

If a mortgage payment is necessary, the Administrator will pay the actual amount due, up to the amount allowed according to the maximum levels listed below. After an initial application, assistance with such payments will be given only after the applicant has made all reasonable efforts to borrow against the equity of their home. If there is not sufficient equity in the home with which to secure a loan, and if the monthly mortgage payments are not realistically in line with the rental rates for similar housing in the area that could meet the applicant's needs, the Administrator will inform the applicant that they are responsible for finding alternative housing within their ability to pay and will be obligated to make all reasonable efforts to secure such housing.

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Liens. The municipality may place a lien on the property in order to recover its costs of granting assistance with mortgage payments. In addition, a municipality may claim a lien against the owner of real estate for the amount of money spent by it to make capital improvements to the real estate. (22 M.R.S. § 4320). No lien may be enforced against a recipient except upon their death or the transfer of the property. Further, no lien may be enforced against a person who is currently receiving any form of public assistance, or who would again become eligible for GA if the lien were enforced.

If the municipality determines that it is appropriate to place a lien on a person's property to recover its costs of providing GA for a mortgage payment or capital improvement it must file a notice of the lien with the county registry of deeds where the property is located within 30 days of making the mortgage payment. That filing shall secure the municipality's or the state's interest in an amount equal to the sum of that mortgage or capital improvement payment and all subsequent mortgage or capital improvement payments made on behalf of the same eligible person, plus interest and costs.

Not less than 10 days prior to filing the lien in the registry, the municipal officers must send notice to the owner of the real estate, the GA recipient, and any record holder of the mortgage by certified mail, return receipt requested, that a lien on the property is going to be filed with the registry. This notice must clearly inform the recipient of the limitations upon enforcement plus the name, title, address and telephone number of the person who granted the assistance. The municipal officers must also give written notice to the recipient each time the amount secured by the lien is increased because of an additional mortgage payment. This notice must include the same information that appeared on the original intent-to-file notice sent to the recipient.

The municipality may charge interest on the amount of money secured by the lien. The municipal officers will establish the interest rate not to exceed the maximum rate of interest allowed by the State Treasurer to be charged against delinquent taxes. The interest will accrue from the date the lien is filed.

Property Taxes. In the event an applicant requests assistance with their property taxes, the Administrator will inform the applicant that there are two procedures on

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the local level to request that relief: the poverty abatement process (36 M.R.S. § 841(2)) and GA. If the applicant chooses to seek property tax assistance through GA, or if the applicant is denied a poverty tax abatement, the Administrator may consider using GA to meet this need only if:

- a) the property tax in question is for the applicant's place of residence;
- b) there is a tax lien on the property which is due to mature within 60 days of the date of application;
- c) as a matter of municipal policy or practice, or on the basis of information obtained from the applicant's mortgagee, if any, it is reasonably certain that a tax lien foreclosure will result in subsequent eviction from the residential property; and
- d) the applicant, with sufficient notice, applies for property tax relief through the Maine Property Tax Fairness Credit program, when available.

Housing Maximums. The maximum levels of housing assistance contained in this ordinance have been derived either from a locally accomplished fair market rental survey or the fair market rental values developed by the U.S. Department of Housing and Urban Development (HUD). If the maximum levels of housing are derived from the HUD values made effective as of every October 1, and adjusted to disregard the current and averaged utility allowances as developed by the Maine State Housing Authority, those levels are hereby incorporated by reference. See Ordinance Appendix C for the current year's housing maximums.

If and when the maximum levels of housing assistance in this Ordinance are derived from a locally developed fair market rental survey, a record of that survey will be submitted to the DHHS, General Assistance Unit, and the maximum levels of housing assistance will be incorporated into this Ordinance pursuant to the ordinance adoption and amendment procedures found at 22 M.R.S. § 4305.

Note. The maximum amount of housing assistance provided to or on behalf of a person residing in a recovery residence, as described in 22 M.R.S. § 4309(6), with occupancy of 26 or more beds, is equal to 70% of the maximum levels of housing assistance available for a person residing in a recovery residence with occupancy of 25 or fewer beds. (22 M.R.S. § 4305(3-E)).

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- (C) **Utilities.** Expenses for lights, cooking, and hot water will be budgeted separately if they are not included in the rent. Applicants are responsible for making arrangements with the utility company regarding service, including entering into a special payment arrangement if necessary.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not obligated to pay back bills or utility security deposits. Exceptions may be made in emergency situations pursuant to section 4.9.

Disconnection of utility service will not be considered an emergency in all cases. The Administrator will make an individual, factual analysis to determine if the termination of utility service constitutes an emergency. The Administrator will consider the household composition, the time of year, the age and health of the household members, and other appropriate factors in reaching a decision. Applicants who had sufficient income, money, assets or other resources to pay their utility bill when it was received, but who spent all or part of their income on items which were not basic necessities, will not be eligible to receive GA to replace those funds.

Applicants have the burden of providing evidence of their income and use of income for the applicable time period (22 M.R.S. § 4308(2)) (*see Ordinance § § 4.9; 6.3*). The Administrator will notify applicants in writing that they must give the Administrator prompt notice if their utility service is to be terminated or if their fuel supply is low. It is the applicant's responsibility to attempt to make arrangements with the utility company to maintain their service and to notify the Administrator if assistance is needed with a utility bill prior to service being terminated.

Electricity Maximums for Households Without Electric Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

Electricity Maximums for Households that Use Electrically Heated Hot Water. See Ordinance Appendix D for the current year's electricity maximums.

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Non-Electric Utilities. The allowed amount for water and sewer utility service will be budgeted at a 30-day reasonable usage rate.

- (D) **Fuel.** Expenses for home heating will be budgeted according to the actual need for fuel during the heating season (September through May) provided such expenses are reasonable, and at other times during the year when the Administrator determines the request for fuel assistance is reasonable and appropriate.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not responsible for back bills except in an emergency as provided in Ordinance § 4.9. Applicants are responsible for monitoring their fuel supply and requesting assistance prior to depleting their fuel supply. When applicants who have been informed of this responsibility run out of fuel nonetheless, and can show no just cause for failing to give the Administrator timely notice of their need for fuel, the Administrator shall find that the emergency was not beyond the applicants' control, and process the emergency request accordingly, pursuant to Ordinance § 4.9. See Ordinance Appendix E for the current year's fuel maximums.

- (E) **Personal Care and Household Supplies.** Expenses for ordinary personal and household supplies will be budgeted and allowed according to the applicant's actual need for these items. Personal and household supplies include: hand soap, toothpaste, shampoo, shaving cream, deodorant, dish detergent, laundry supplies and costs, household cleaning supplies, razors, paper products such as toilet paper, tissues, paper towels, garbage/trash bags light bulbs and supplies for children under 5 years of age. See Ordinance Appendix F for the current year's personal care and household supplies maximums.
- (F) **Other Basic Necessities.** Expenses falling under this section will be granted when they are deemed essential to an applicant's or recipient's health and safety by the Administrator and, in some cases, upon verification by a physician. Assistance will be granted only when these necessities cannot be obtained through the utilization of available resources.

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- 1) **Clothing.** The municipality may assist a household with the purchase of adequate clothing. Before assistance will be granted for clothing, the ~~general assistance~~GA Administrator must be satisfied that the applicant has utilized all available resources to secure the necessary clothing. In some circumstances, clothing will be a postponable item. Exceptions to this would be, for example, if fire, flood or unusually cold weather makes extra clothing an immediate necessity, special clothing is necessary for the applicant's employment, or a household member is without adequate clothing.
- 2) **Medical.** The municipality will pay for essential medical expenses, other than hospital bills (*see below*), provided that the municipality is notified and approves the expenses and services prior to their being made or delivered. Medical expenses include prescriptions, devices, treatments, or services that are determined to be 'medically necessary' by a licensed physician. The municipality will grant assistance for medical services only when assistance cannot be obtained from any other source and the applicant would not be able to receive necessary medical care without the municipality's assistance. The applicant is required to utilize any resource, including any federal or state program, that will diminish their need to seek ~~general assistance~~GA for medical expenses. The municipality will grant assistance for non-emergency medical services only if a physician verifies that the services are essential. Provided there is no cost to the applicant, the Administrator may require a second medical opinion from a physician designated by the municipality to verify the necessity of the services.

Generally, the municipality will issue GA at the established Medicaid rates for all medical services, prescriptions, or other medical commodities. Before authorizing GA for any medical expenses, the Administrator will inform the pharmacy or medical service provider of the municipality's intention to pay for the medical service at the Medicaid rate and ask to be billed accordingly.

Ordinary medical supplies/non-prescription drugs will be budgeted at the actual amount when the applicant can demonstrate a need for such items. Allowable supplies include bandages, aspirin, cough syrup, and other generic brand, non-prescription medicines. In addition, the basic monthly rate for telephone service will be budgeted when a telephone is essential to the

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health and safety of the household. In order for telephone service to be considered an allowable expense the applicant must provide a written statement from a physician certifying that the telephone is essential.

- 3) **Hospital Bills.** In the event of an emergency admission to the hospital, the hospital must notify the Administrator within 5 business days of the admission. Notification must be by telephone, confirmed by certified mail, or by certified mail only. If a hospital fails to give timely notice to the Administrator, the municipality will have no obligation to pay the bill.

Any person who cannot pay their hospital bill must apply to the hospital for consideration under the Hospital's Free Care Program as provided in Title 22 M.R.S. § 1716. Anyone who is not eligible for the hospital's free care program may apply for GA. Applicants must apply for assistance within 30 days of being discharged from the hospital and provide a notice from the hospital certifying that they are not eligible for the hospital's free care program.

Before the Administrator will consider whether to allow a hospital bill as a necessary expense, the applicant must enter into a reasonable payment arrangement with the hospital. The payment arrangement will be based upon the Medicaid rate. In determining an applicant's eligibility, the municipality will budget the monthly payment to the hospital the applicant has agreed to pay. The applicant's need for assistance with a hospital bill will be considered each time they apply by including the amount of the bill in the applicant's monthly budget, but the recipient will be responsible for making any necessary payments to the hospital pursuant to the use-of-income requirements found at Ordinance § 6.6.

- 4) **Dental.** The municipality will pay for medically necessary dental services only. As is the case with medical services generally, the municipality will issue GA for dental services at the established Medicaid rates for those services, and before authorizing the GA benefit for dental services, the Administrator will inform the dentist or dental surgeon of the municipality's intention to pay at the Medicaid rate. If full mouth extractions are necessary, the municipality will pay for dentures provided the applicant has no other resources to pay for

ARTICLE VI – Determination of Eligibility

the dentures. The applicant will be referred to a dental clinic in the area whenever possible. The Administrator will expect the applicant to bear a reasonable part of the cost for dental services, including extractions and dentures, taking into account the applicant's ability to pay.

- 5) **Eye Care.** In order to be eligible to receive GA for eyeglasses, an applicant must have their medical need certified by a person licensed to practice optometry. The Administrator will provide assistance for eyeglasses to eligible persons only after the applicant has exhausted all other available resources and generally only at the Medicaid rate.
- 6) **Telephone Charge.** A payment for basic telephone will only be allowed if a telephone is necessary for medical reasons as verified by a physician. At the discretion of the GA Administrator, minimum/basic telephone services may be allowed for households with children, for households where job search or work-related reasons exist and/or for any other reasons the Administrator deems necessary.
- 7) **Work-Related Expenses.** In determining need, reasonable and actual work-related expenses will be deducted from earned income. These expenses include childcare costs, work clothes, supplies and transportation at the actual costs not to exceed the ordinance maximum. See Ordinance [Appendix G](#) for the current maximum mileage allotment. The applicant is required to provide documentation substantiating the costs and that the expenses were necessary.
- 8) **Travel Expenses.** In determining need, necessary travel which is not work-related will be budgeted if the applicant can satisfy the Administrator that the prospective need for travel is necessary. For applicants in rural areas, weekly transportation to a supermarket will be considered, as will any medically necessary travel. See Ordinance [Appendix G](#) for the current rate at which such necessary travel will be budgeted. This rate shall be construed to subsidize all costs associated with automobile ownership and operation, including gas/oil, tires, maintenance, insurance, financing, licensing/registration, excise tax, etc.
- 9) **Burials, Cremations.** Under the circumstances and in accordance with the procedures and limitations described below (*see Ordinance § 6.9*), the

ARTICLE VI – Determination of Eligibility

municipality recognizes its responsibility to pay for the burial or cremation of eligible persons. See Ordinance Appendix H for the current maximums.

10) Capital Improvements. The costs associated with capital improvements/repairs (e.g., heating/water/septic system repair) will generally not be budgeted as a basic necessity. Exceptions can be made only when the capital improvement/repair has been pre-approved by the Administrator as a necessary expense and the monthly cost of the capital improvement/repair has been reduced as far as reasonably possible; for example, by means of the applicant entering into an installment payment arrangement with the contractor. The Administrator may grant GA for capital improvements when:

- 1) the failure to do so would place the applicant(s) in emergency circumstances;
- 2) there are no other resources available to effect the capital repair; and
- 3) there is no more cost-effective alternative available to the applicant or municipality to alleviate an emergency situation.

In some cases, the entire immediate cost of the capital improvement can be mitigated by the applicant entering into an installment payment arrangement with a contractor. The municipality reserves the right to place a lien on any property pursuant to 22 M.R.S. § 4320 when GA has been used to effect a capital improvement. The lien process shall be accomplished in the same manner as for mortgage payments, as described in subsection (B) “Liens”, above.

Section 6.9—Burials; Cremations

Funeral Director Must Give Timely Notice. In order for the municipality to be liable for a burial or cremation expense, the funeral director must notify the Administrator prior to the burial or cremation or by the end of three business days following the funeral director’s receipt of the body, whichever is earlier. (22 M.R.S. § 4313(2)). This contact by the funeral director shall begin the process of developing an application for burial/cremation assistance on behalf of the deceased. It is the funeral director’s responsibility to make a good-faith effort to determine if the family or any other persons are going to pay all or part of the burial expenses. If family members or others

ARTICLE VI – Determination of Eligibility

are unable to pay the expenses, and the funeral director wants the municipality to pay all or part of the expenses, the funeral director must make timely contact to the Administrator. In addition, the funeral director may refer legally liable relatives to the Administrator so that a timely determination of financial capacity may be accomplished.

Application for Assistance Shall be Calculated on Behalf of the Deceased. For the purposes of determining residency, calculating eligibility and issuing GA for burial or cremation purposes, an application for assistance shall be completed by the Administrator on behalf of the deceased.

With regard to residency, the municipality of responsibility for burial expenses shall be the municipality in which the eligible deceased person was a resident at the time of death as residency is determined under Ordinance § 4.10.

Although legally liable relatives may be asked to provide information regarding their income, assets, and basic living expenses, that information will not be construed as an application for GA in as much as living persons are not eligible for burial assistance. To clarify this point of law, although legally liable relatives have a financial responsibility to pay for the burial or cremation of their relatives, that financial responsibility only exists to the extent the legally liable relatives have a financial capacity to do so. Therefore, legally liable relatives who are themselves eligible for GA, have no legal obligation to pay for the burial or cremation of their relatives. For these reasons, all GA issued for burial or cremation purposes shall be issued on behalf of, and in the name of, the deceased.

The Financial Responsibility of Certain Family Members. Grandparents, parents, children and grandchildren of the deceased whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased, are financially responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the Administrator, all legally liable relatives must provide the Administrator with any reasonably requested information

ARTICLE VI – Determination of Eligibility

regarding their income, assets, and basic living expenses. The Administrator may also seek information from financial institutions holding assets of the deceased. Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313(2) and provide a written request and a notarized affidavit signed by the Administrator of the municipality or its agents stating that the named depositor is deceased.

Consideration of the Financial Responsibility of Family Members. Generally, when the Administrator can make a finding that one or more of the deceased's legally liable relatives have an obvious and demonstrable financial capacity to pay for the burial or cremation, by lump sum payment or by means of a reasonable payment arrangement, the municipality will not grant the requested burial or cremation assistance. When the Administrator is unable to make such a finding, the following proration of familial responsibility will be implemented.

Proration of Familial Responsibility. A proration of familial financial responsibility will be used when no legally liable relative possesses an obvious and demonstrable capacity to pay for the burial or cremation, but one or more of the financially liable relatives is found to have a financial capacity to make a partial financial contribution, or the Administrator is unable to determine the financial capacity of one or more of said relatives.

Under these circumstances, each legally liable relative is considered to be responsible for their pro rata share of the total municipal contribution that would exist if no legally liable relatives had a financial capacity to contribute. Furthermore, and as long as all other eligibility factors have been satisfied, the municipality will provide as a burial or cremation benefit the aggregate of all pro rata shares less the share of any legally liable relative who refuses to cooperate with the Administrator by providing information or documentation reasonably necessary to determine that relative's financial capacity, and less any share or part of a share attributable to a legally liable relative who can financially contribute or partially contribute toward the burial or cremation to the extent of that relative's share.

ARTICLE VI – Determination of Eligibility

Eight Days to Determine Eligibility. The Administrator may take up to 8 days from the date of an application for burial/cremation assistance to issue a written decision regarding the amount of the municipal contribution toward the burial or cremation. The 8-day eligibility determination period from the date of application shall be used as necessary to make third-party collateral contacts, verify the listing of legally liable family members and determine their respective financial capacities to contribute to the burial or cremation, contact the personal representative of the deceased's estate, if any, and other related administrative tasks. The Administrator shall not use this 8-day period allowed by law to unreasonably delay the municipality's decision.

The Municipal Obligation to Pay When Legally Liable Relatives or Others Can Contribute. The figures provided in this section are the maximum benefits provided by the municipality when no contributions toward the burial or cremation are available from any other source. To the extent any legally liable relatives of the deceased have a financial capacity to pay for the burial or cremation, that financial capacity shall be deducted from the maximum burial costs allowed by this section. In addition, any other benefits or resources that are available, such as Social Security burial benefits, veterans' burial benefits, or contributions from other persons, will be deducted from the maximum amount the municipality will pay, except there will be no deduction from the municipal benefit level with respect to any contribution provided for the purpose of publishing an obituary notice up to an aggregate contribution limit for this purpose of \$75 when a paid receipt demonstrating the purchase of an obituary notice is provided to the Administrator.

Burial Expenses. The Administrator will respect the wishes of family members concerning whether the deceased is interred by means of burial or cremated. See Ordinance [Appendix H](#) for the maximum levels of burial assistance.

Cremation Expenses. In the absence of any objection by any family members of the deceased, or when neither the Administrator nor the funeral director can locate any family members, the Administrator may issue GA for cremation services. See Ordinance [Appendix H](#) for the maximum assistance levels for cremations.

ARTICLE VI – Determination of Eligibility

Section 6.10—Notice of Decision

Written Decision. Each time a person applies, the Administrator will provide a written decision to the applicant after making a determination of eligibility. The decision will be given to the applicant within 24 hours after a completed and signed application is received (22 M.R.S. § 4305(3)) (*see Ordinance § 4.6*).

In order to comply with the statutory requirement to issue a decision within 24 hours, if an applicant submits an incomplete or unsigned application, the Administrator may decide to issue a notice of “ineligibility” and provide the applicant with another application to submit as soon as is practicable for the applicant.

The Administrator must explain the applicant’s right to a fair hearing in the Administrator’s written notice of decision.

Contents of Decision. After an application has been completed, applicants will be given written notice of any decision concerning their eligibility for assistance. In addition to the items listed in Ordinance § 4.6, the notice of decision will include a statement that:

- a) the applicant has the right to a fair hearing and how to request a fair hearing, and;
- b) the applicant has the right to contact the DHHS if they believe the municipality has violated the law. The decision will include contact information for the appropriate DHHS office.

Disbursement of ~~General Assistance~~GA. Except when the Administrator determines it is impractical, all GA will be provided as a voucher or purchase order payable to a vendor or through direct municipal payment to a provider of goods or services. GA will not be issued in the form of a cash payment to an applicant unless there is no alternative to the cash payment, in which case the Administrator shall document the circumstances requiring GA to be issued in the form of cash. (22 M.R.S. § 4305(6)).

ARTICLE VII – The Fair Hearing

ARTICLE VII – The Fair Hearing

Section 7.1—Right to a Fair Hearing

Within 5 working days of receipt of a written notice of denial, reduction or termination of assistance, or within 10 working days after any other act or failure to act, the applicant or their authorized representative has the right to request a fair hearing. (22 M.R.S. § 4322). The right to review a decision of the Administrator is a basic right of the applicant to a full evidentiary hearing and is not limited solely to a review of the decision.

Section 7.2—Method of Obtaining a Fair Hearing

Upon receiving notification of the decision of the Administrator, all claimants will be informed of how to request a fair hearing. All complaints that are not clear requests for a fair hearing will be answered by a personal interview or in writing by the Administrator. If the client is satisfied with the adjustment or explanation, the Administrator will make an entry in the case record and file any correspondence involved.

Written Request. To obtain a fair hearing, the claimant, or their authorized representative, must make a written request within 5 working days of receipt of the Administrator's decision to grant, deny, reduce or terminate assistance, or within 10 working days after any other act or failure to act. The Administrator will make a form available to request a fair hearing and will assist the claimant in completing it if necessary. On the printed form, the claimant will give the following information:

- a) the decision on which review is sought;
- b) the reason(s) the claimant is dissatisfied and why the claimant believes they are eligible to receive assistance; and
- c) the relief sought by the claimant.

The Administrator may not deny or dismiss a request for a hearing unless it has been withdrawn (in writing) by the claimant.

Scheduling the Fair Hearing. Upon receipt of the completed written request, the FHA must meet and hold the hearing within 5 working days. The Administrator will notify

ARTICLE VII – The Fair Hearing

the claimant in writing when and where the hearing will be held. (22 M.R.S. § 4322). In addition to the date, time and place of the hearing, the notice of fair hearing shall include, at a minimum, the claimant's rights to:

- a) be their own spokesperson at the fair hearing, or at the claimant's own expense be represented by legal counsel or another;
- b) confront and cross-examine any witnesses presented at the hearing; and
- c) present witnesses on their own behalf.

Arrangements for the date, time, and place of the hearing will take into consideration the convenience of the claimant and hearing authority. The claimant will be given timely notice to allow for preparation and will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of their case.

Section 7.3—The Fair Hearing Authority

The municipal officers will appoint a fair hearing authority (FHA) that will determine, based on all the evidence presented at the fair hearing, whether the claimant(s) were eligible to receive assistance at the time they applied for GA. The FHA is charged with ensuring that GA is administered in accordance with state law and this ordinance.

The FHA may consist of the municipal officers, one or more persons appointed by the municipal officers to act as the FHA, or, if designated by ordinance, a municipal board of appeals created under 30-A M.R.S. § 2691. (22 M.R.S. § 4322). In determining the FHA, the municipal officers will ensure that all person(s) serving as FHA must:

- a) have not participated in the decision which is the subject of the appeal;
- b) be impartial;
- c) be sufficiently skilled in interviewing techniques to be able to obtain evidence and the facts necessary to make a fair determination; and
- d) be capable of evaluating all evidence fairly and realistically, explaining to the claimant the laws and regulations under which the Administrator operated, and conveying to the Administrator any evidence of unsound, unclear, or inadequate policies, practices or actions.

ARTICLE VII – The Fair Hearing

Section 7.4—Fair Hearing Procedure

At the time that written notice of the date, time, and place of the fair hearing is provided to a claimant, they will also be given adequate information about the hearing procedure to allow them to effectively prepare their case. The claimant shall be permitted to review their file before the hearing. At a minimum, the claimant will be provided with the following information regarding fair hearing procedures. All fair hearings will:

- a) be conducted in private, with only to the claimant, witnesses, the claimant's legal counsel, others whom the claimant wants present, and Administrator, the Administrator's agents, counsel and witnesses present;
- b) be opened with a presentation of the issue by the FHA;
- c) be conducted informally, without technical rules of evidence, but subject to the requirements of due process;
- d) allow the claimant and the Administrator the option to present their positions for themselves or with the aid of others, including legal counsel;
- e) give all participants an opportunity to present oral or written testimony or documentary evidence, offer rebuttal; question witnesses presented at the hearing; and examine all evidence presented at the hearing;
- f) result in a decision, based exclusively on evidence or testimony presented at the hearing; and
- g) be tape recorded, and result in a written decision that is given to the claimant and filed with evidence introduced at the hearing. The FHA will allow the claimant to establish all pertinent facts and circumstances, and to advance any arguments without undue interference. Information that the claimant does not have an opportunity to hear or see will not be used in the fair hearing decision or made part of the hearing record. Any material reviewed by the FHA must be made available to the claimant or their representative. The claimant will be responsible for preparing a written transcript if they wish to pursue court action.

The FHA shall admit all evidence if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. (22 M.R.S. § 4322).

ARTICLE VII – The Fair Hearing

Claimant's Failure to Appear. If the claimant fails to appear at the hearing, the FHA will send a written notice to the claimant indicating that the Administrator's decision remains unchanged because of the claimant failure to appear. The notice will state that the claimant has 5 working days from receipt of the notice to provide the Administrator with information demonstrating "just cause," for failure to appear.

"Just cause" for a claimant's failure to appear at a fair hearing, may include:

- a) a death or serious illness in the family;
- b) a personal illness which reasonably prevents the party from attending the hearing;
- c) an emergency or unforeseen event which reasonably prevents the party from attending the hearing;
- d) an obligation or responsibility which a reasonable person in the conduct of their affairs could reasonably conclude takes precedence over the attendance at the hearing; or
- e) lack of receipt of adequate or timely notice; excusable neglect, excusable inadvertence, or excusable mistake.

If the claimant (or his/her attorney) establishes that just cause existed, the request for the hearing will be reinstated and a hearing rescheduled.

If a claimant who is represented by legal counsel fails to appear at a fair hearing, legal counsel shall not testify in place of the claimant on matters of 'fact' but may cross examine witnesses and make 'legal' arguments on behalf of the claimant.

Section 7.5—The Fair Hearing Decision

The FHA's decision will be binding on the Administrator, and will be communicated in writing to the claimant within 5 working days after completion of the hearing. Written notice of the decision will contain:

- a) a statement of the issue;
- b) relevant facts brought out at the hearing;
- c) pertinent provisions in the law or GA ordinance related to the decision; and

ARTICLE VII – The Fair Hearing

d) the FHA's decision and the reasons for it.

A copy of the decision will be given to the claimant. The hearing record and the case record will be maintained by the Administrator.

The written decision will state that if the claimant is dissatisfied with the fair hearing decision, they may appeal pursuant to Maine Rule of Civil Procedure, Rule 80B. To take advantage of this right, the claimant must file a petition for review with the Superior Court within 30 days of receipt of the fair hearing decision.

When the decision by the FHA or court authorizes assistance to the claimant, the assistance will be provided within 24 hours.

ARTICLE VIII – Recovery of Expenses

ARTICLE VIII – Recovery of Expenses

Recipients. The municipality may recover the full amount of assistance granted to a person from either the recipient or from any person liable for the recipient, or their executors or administrators in a civil action. However, prior to recovering assistance granted, the municipality shall “offset” the value of any workfare performed by a GA recipient against the repayment obligation, at a rate not less than minimum wage.

Before filing a court action to seek repayment of GA benefits previously provided to a recipient, the municipality will seek voluntary repayment after written notice and discussion with the recipient. However, the municipality will not attempt to recover such amounts if, as a result of the repayment, the recipient would again become eligible for GA. (22 M.R.S. § 4318).

Recipients Anticipating Workers’ Compensation Benefits. The municipality shall claim a lien on any lump sum payment under the Workers’ Compensation Act or similar law of any other state, which lien shall equal the value of all GA payments made to a recipient of any such lump sum payment. (22 M.R.S. § 4318, 39-A M.R.S. § 106). After issuing any GA on behalf of a recipient who has applied for or is receiving Workers’ Compensation, the municipality shall file a notice of the municipal lien with the GA recipient and the Maine Office of Secretary of State, Uniform Commercial Code division.

The notice of lien shall be filed on a UCC-1 form which must be signed by the GA recipient who has applied for or is receiving Workers’ Compensation. Any GA applicant who has applied for or who is receiving Workers’ Compensation benefits and who refuses to sign a properly prepared UCC-1 form will be found ineligible to receive GA until they provide the required signature. The municipality shall also send a photocopy of that filing to the recipient’s Worker’s Compensation attorney, if known, the applicant’s employer or the employer’s insurance company, and, at the Administrator’s discretion, to the Workers’ Compensation Board. The lien shall be enforced at the time any lump sum Workers’ Compensation benefit is issued.

Recipients of SSI. All applicants who receive GA while receipt of their Supplemental Security Income (SSI) assistance is pending or suspended (and which therefore may

ARTICLE VIII – Recovery of Expenses

be retroactively issued to the applicant at a later date), will be required to sign a statement on an Interim Assistance Agreement form distributed by the DHHS that authorizes the Social Security Administration to direct a portion of any retroactive SSI payment to the municipality and/or the state in repayment for the GA granted. Any GA applicant who has applied for or who may be applying for SSI, or who may be required to apply for SSI pursuant to 22 M.R.S. § 4317, and who refuses to sign the Interim Agreement SSI authorization form will be found ineligible to receive GA until they provide the required signature. (22 M.R.S. § 4318).

Relatives. The spouse of an applicant, and the parents of any applicant under the age of 25, are liable for the support of the applicant (22 M.R.S. § 4319). In addition, the grandchildren, children, parents, grandparents, the spouse and a registered domestic partner, are liable for the burial costs of each other. The municipality considers these relatives to be available resources and liable for the support of their relatives in proportion to their respective ability. The municipality may complain to any court of competent jurisdiction to recover any expenses made on behalf of a recipient if the relatives fail to fulfill their responsibility. (22 M.R.S. § 4319).

ARTICLE IX – Severability

If any provision of this ordinance is declared invalid by a court of competent jurisdiction, such decision shall not invalidate any other provision of the ordinance.

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Appendix A
Effective: 10/01/25-09/30/26

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APPENDIX A – 2024-2025 GA Overall Maximums 2025-2026 GA
Overall Maximums

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Effective: 10/1/24 – 9/30/25

Metropolitan Areas

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Persons in Household

COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	<u>1,137</u> <u>96</u> 9	<u>1,068</u> <u>22</u> 5	<u>1,367</u> <u>56</u> 6	<u>1,744</u> <u>2.0</u> 08	<u>2,333</u> <u>40</u> 1
Cumberland County HMFA: Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	<u>1,139</u> <u>31</u> 7	<u>1,280</u> <u>46</u> 3	<u>1,689</u> <u>92</u> 0	<u>2,131</u> <u>41</u> 0	<u>2,476</u> <u>93</u> 4
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	<u>881</u> <u>988</u>	<u>965</u> <u>1.09</u> 3	<u>1,232</u> <u>39</u> 5	<u>1,829</u> <u>60</u> 8	<u>2,030</u> <u>1.9</u> 47
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	<u>923</u> <u>874</u>	<u>968</u> <u>884</u>	<u>1,271</u> <u>16</u> 9	<u>1,601</u> <u>46</u> 4	<u>1,895</u> <u>60</u> 3
Portland HMFA: Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	<u>1,517</u> <u>45</u> +	<u>1,721</u> <u>66</u> 3	<u>2,212</u> <u>14</u> +	<u>2,798</u> <u>71</u> 5	<u>3,429</u> <u>33</u> 2
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	<u>1,141</u> <u>96</u> 9	<u>1,285</u> <u>15</u> 9	<u>1,579</u> <u>41</u> 3	<u>1,939</u> <u>2.2</u> 12	<u>2,651</u> <u>33</u> 5

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Appendix A
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COUNTY	1	2	3	4	5*
York County HMFA: Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	1,192 ²⁷ ₈	1,443 ²⁶ ₁	1,778 ⁵⁶ ₇	2,347 ⁰³ ₉	2,586 ²⁹ ₇
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1,487 ³⁷ ₁	1,681 ⁴⁴ ₄	2,168 ¹⁹ ₀₅	2,807 ⁵⁸ ₉	3,641 ³⁰ ₅

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*Note: Add \$75 for each additional person.

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Non-Metropolitan Areas

Persons in Household

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COUNTY	1	2	3	4	5*
Aroostook County	766 ⁸⁰³	842 ⁸⁷¹	1,043 ⁰⁸⁵	1,421 ⁴⁸⁶	1,524 ⁵⁶⁹
Franklin County	807 ⁸⁴²	893 ⁹³⁶	1,174 ²²⁸	1,558 ⁶²¹	1,764 ⁸¹⁶
Hancock County	1,096 ¹³⁹	1,140 ¹⁰²	1,307 ³⁴⁹	1,734 ⁷⁸⁷	1,740 ⁷⁹¹
Kennebec County	943 ⁹⁸⁵	946 ⁹⁹¹	1,214 ²⁷⁶	1,529 ⁵⁹⁹	1,784 ⁹¹³
Knox County	935 ⁹⁷²	946 ⁹⁸⁷	1,163 ²⁰⁰	1,550 ⁵⁹⁷	1,657 ⁷⁸⁰
Lincoln County	1,037 ¹⁹⁰	1,076 ²¹³	1,332 ³⁷⁵	1,733 ⁸⁰⁷	2,154 ²¹⁷
Oxford County	902 ⁹³⁷	910 ⁹⁴²	1,185 ²²³	1,575 ⁶²³	1,869 ^{2,024}
Piscataquis County	777 ⁸⁴⁸	860 ⁹⁴³	1,131 ²³⁶	1,398 ⁴⁸⁹	1,689 ⁷³⁸
Somerset County	897 ⁹³²	931 ^{1,002}	1,140 ¹⁷⁷	1,487 ⁵³²	1,612 ⁶⁶¹
Waldo County	1,075 ¹¹⁷	1,085 ^{1,123}	1,305 ³⁴⁷	1,620 ⁷³⁴	2,249 ²⁸⁴
Washington County	838 ⁸⁷¹	846 ⁸⁷⁵	1,101 ¹³⁶	1,508 ⁵⁸²	1,598 ⁶⁹⁵

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* Please Note: Add \$75 for each additional person.

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Appendix B
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APPENDIX B - ~~2024~~2025-~~2025~~2026 Food Maximums

Effective: 10/01/24 to 09/30/25

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, ~~2024~~2025, those amounts are:

Number in Household	Weekly Maximum \$	Monthly Maximum \$
1	67.91 <u>69.30</u>	292.00 <u>298.00</u>
2	124.65 <u>126.98</u>	536 <u>546</u> .00
3	178.60 <u>182.56</u>	768 <u>785</u> .00
4	226.74 <u>231.16</u>	975 <u>994</u> .00
5	269.30 <u>275.12</u>	1, 458 <u>183</u> .00
6	323.26 <u>330.47</u>	1, 390 <u>421</u> .00
7	357.21 <u>365.35</u>	1, 536 <u>571</u> .00
8	408.37 <u>416.05</u>	1, 756 <u>789</u> .00

Note: For each additional person add ~~\$220~~\$218 per month.

Appendix C
Effective: 10/01/25-09/30/26

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**APPENDIX C – 20242025-2025-2026 GA Housing
Maximums**

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Effective: 10/01/24 to 09/30/25

(Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

Non-Metropolitan FMR Areas

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Aroostook County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		444149	619640	474181	748779
1		452155	654667	491196	822844
2		486192	798826	237245	1,019054
3		264273	1,423174	324338	1,393451
4		270278	1,462196	347356	1,492529
Franklin County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		454158	660679	484190	789818
1		464170	705732	203211	873909
2		216225	929969	267278	1,450197
3		293304	1,260309	356369	1,530586
4		326336	1,402443	403413	1,732776
Hancock County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		224231	964995	251260	1,079118
1		224231	964995	252260	1,083118
2		253260	1,087118	299307	1,284322
3		344351	1,467509	397408	1,707756
4		344351	1,467509	397408	1,707756
Kennebec County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		489196	811841	215224	926964

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Effective: 10/01/25-09/30/26

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1	<u>489196</u>	<u>811841</u>	<u>216225</u>	<u>927968</u>
2	<u>231243</u>	<u>9941,045</u>	<u>277291</u>	<u>1,191,249</u>
3	<u>294307</u>	<u>1,262321</u>	<u>349365</u>	<u>1,502,568</u>
4	<u>339367</u>	<u>1,459578</u>	<u>407437</u>	<u>1,752,877</u>

Non-Metropolitan FMR Areas

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Knox County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		<u>187192</u>	<u>803828</u>	<u>214221</u>	<u>918951</u>
1		<u>187192</u>	<u>803828</u>	<u>216224</u>	<u>927964</u>
2		<u>219225</u>	<u>943969</u>	<u>265273</u>	<u>1,140,173</u>
3		<u>298307</u>	<u>1,283,319</u>	<u>354364</u>	<u>1,523,566</u>
4		<u>310336</u>	<u>1,332,445</u>	<u>378406</u>	<u>1,625,744</u>
Lincoln County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		<u>210243</u>	<u>9051,046</u>	<u>237272</u>	<u>1,020,169</u>
1		<u>211243</u>	<u>9061,046</u>	<u>246277</u>	<u>1,057,190</u>
2		<u>259266</u>	<u>1,112,144</u>	<u>304314</u>	<u>1,309,348</u>
3		<u>341356</u>	<u>1,466,529</u>	<u>397413</u>	<u>1,706,776</u>
4		<u>425438</u>	<u>1,829,882</u>	<u>493507</u>	<u>2,122,181</u>
Oxford County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		<u>179184</u>	<u>770793</u>	<u>206213</u>	<u>885916</u>
1		<u>179184</u>	<u>770793</u>	<u>207214</u>	<u>891919</u>
2		<u>224231</u>	<u>965992</u>	<u>270278</u>	<u>1,162,196</u>
3		<u>304313</u>	<u>1,308,345</u>	<u>360370</u>	<u>1,548,592</u>
4		<u>359393</u>	<u>1,544,689</u>	<u>427462</u>	<u>1,837,988</u>
Piscataquis County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		<u>147159</u>	<u>630685</u>	<u>177192</u>	<u>759824</u>
1		<u>156172</u>	<u>672739</u>	<u>195213</u>	<u>840916</u>
2		<u>206227</u>	<u>886977</u>	<u>257280</u>	<u>1,107,205</u>
3		<u>256274</u>	<u>1,100,177</u>	<u>319338</u>	<u>1,370,454</u>
4		<u>309317</u>	<u>1,327,365</u>	<u>385395</u>	<u>1,657,698</u>
Somerset County		Unheated		Heated	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		<u>178183</u>	<u>765788</u>	<u>205212</u>	<u>880911</u>
1		<u>178191</u>	<u>765820</u>	<u>212228</u>	<u>912979</u>

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2	<u>214220</u>	<u>920946</u>	<u>260267</u>	<u>1,117150</u>
3	<u>284292</u>	<u>1,220254</u>	<u>339349</u>	<u>1,460501</u>
4	<u>299308</u>	<u>1,287326</u>	<u>367378</u>	<u>1,580625</u>

Waldo County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>219226</u>	<u>943973</u>	<u>246255</u>	<u>1,058096</u>
1	<u>219226</u>	<u>943973</u>	<u>248256</u>	<u>1,066100</u>
2	<u>252260</u>	<u>1,085116</u>	<u>298307</u>	<u>1,282320</u>
3	<u>315339</u>	<u>1,353456</u>	<u>370396</u>	<u>1,593703</u>
4	<u>440453</u>	<u>1,894949</u>	<u>509523</u>	<u>2,187248</u>

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Washington County	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>164169</u>	<u>706727</u>	<u>191198</u>	<u>821850</u>
1	<u>164169</u>	<u>706727</u>	<u>192198</u>	<u>827852</u>
2	<u>205210</u>	<u>884905</u>	<u>251258</u>	<u>1,078109</u>
3	<u>289303</u>	<u>1,241305</u>	<u>344361</u>	<u>1,481551</u>
4	<u>296316</u>	<u>1,273360</u>	<u>364386</u>	<u>1,566659</u>

Non-Metropolitan FMR Areas

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Metropolitan FMR Areas

Bangor HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>195231</u>	<u>837993</u>	<u>221260</u>	<u>9521,116</u>
1	<u>209243</u>	<u>8981,043</u>	<u>244280</u>	<u>1,049202</u>
2	<u>267310</u>	<u>1,147335</u>	<u>312358</u>	<u>1,344539</u>
3	<u>344402</u>	<u>1,477730</u>	<u>399460</u>	<u>1,717977</u>
4	<u>467481</u>	<u>2,008066</u>	<u>535550</u>	<u>2,301365</u>

Cumberland Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>234273</u>	<u>1,007173</u>	<u>261301</u>	<u>1,122296</u>
1	<u>258298</u>	<u>1,110281</u>	<u>293335</u>	<u>1,261440</u>
2	<u>342393</u>	<u>1,469689</u>	<u>387440</u>	<u>1,666893</u>
3	<u>434496</u>	<u>1,8642,132</u>	<u>489553</u>	<u>2,104379</u>
4	<u>500604</u>	<u>2,151599</u>	<u>568674</u>	<u>2,444898</u>

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<u>Lewiston/Auburn MSA</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>174196</u>	<u>749844</u>	<u>201225</u>	<u>864967</u>
1	<u>185212</u>	<u>795911</u>	<u>220249</u>	<u>9461,070</u>
2	<u>235271</u>	<u>1,012164</u>	<u>281318</u>	<u>1,209368</u>
3	<u>312361</u>	<u>1,341551</u>	<u>368418</u>	<u>1,581798</u>
4	<u>377394</u>	<u>1,622695</u>	<u>445464</u>	<u>1,915994</u>

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Metropolitan FMR Areas

Penobscot Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>173181</u>	<u>742779</u>	<u>199210</u>	<u>857902</u>
1	<u>173183</u>	<u>742786</u>	<u>201220</u>	<u>865945</u>
2	<u>221242</u>	<u>9491,040</u>	<u>266289</u>	<u>1,146244</u>
3	<u>278308</u>	<u>1,197323</u>	<u>334365</u>	<u>1,437570</u>
4	<u>297363</u>	<u>1,278560</u>	<u>365432</u>	<u>1,571859</u>
Portland HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>307319</u>	<u>1,319373</u>	<u>334348</u>	<u>1,434496</u>
1	<u>347358</u>	<u>1,493539</u>	<u>382395</u>	<u>1,644698</u>
2	<u>447461</u>	<u>1,921981</u>	<u>492508</u>	<u>2,118185</u>
3	<u>569586</u>	<u>2,448520</u>	<u>625644</u>	<u>2,688767</u>
4	<u>699720</u>	<u>3,007094</u>	<u>767789</u>	<u>3,300393</u>
Sagadahoc Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>195232</u>	<u>837997</u>	<u>221261</u>	<u>9521,120</u>
1	<u>230256</u>	<u>9891,103</u>	<u>265293</u>	<u>1,140262</u>
2	<u>277313</u>	<u>1,193348</u>	<u>323361</u>	<u>1,390552</u>
3	<u>389450</u>	<u>1,672934</u>	<u>445507</u>	<u>1,9122,181</u>
4	<u>467539</u>	<u>2,010316</u>	<u>536608</u>	<u>2,303615</u>
York Cty. HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>247264</u>	<u>1,060134</u>	<u>273292</u>	<u>1,175257</u>
1	<u>254293</u>	<u>1,091261</u>	<u>289330</u>	<u>1,242420</u>
2	<u>313360</u>	<u>1,347547</u>	<u>359407</u>	<u>1,544751</u>
3	<u>412481</u>	<u>1,7722,069</u>	<u>468539</u>	<u>2,012316</u>
4	<u>459524</u>	<u>1,9722,251</u>	<u>527593</u>	<u>2,265550</u>
York/Kittery / S. Berwick HMFA	Unheated		Heated	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	<u>288312</u>	<u>1,239343</u>	<u>315341</u>	<u>1,354466</u>
1	<u>296349</u>	<u>1,274499</u>	<u>331386</u>	<u>1,425658</u>
2	<u>392450</u>	<u>1,685937</u>	<u>438498</u>	<u>1,8822,141</u>
3	<u>540588</u>	<u>2,322529</u>	<u>596646</u>	<u>2,562776</u>
4	<u>693769</u>	<u>2,9803,306</u>	<u>761838</u>	<u>3,273605</u>

Appendix D

Effective: 10/01/25-09/30/26

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APPENDIX D – 2024-2025 ~~2025-2026~~ Electric Utility

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Maximums

Effective: 10/01/24 to 09/30/25

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) Electricity Maximums for Households *Without Electric Hot Water*: The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

Number in Household	Weekly	Monthly
1	\$19.95	\$ 85.50
2	\$22.52	\$ 96.50
3	\$24.97	\$107.00
4	\$27.53	\$118.00
5	\$29.88	\$128.50
6	\$32.55	\$139.50

NOTE: For each additional person add \$10.50 per month.

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

Number in Household	Weekly	Monthly
1	\$29.63	\$127.00
2	\$34.07	\$146.00
3	\$39.67	\$170.00
4	\$46.32	\$198.50
5	\$55.65	\$238.50
6	\$58.68	\$251.50

NOTE: For each additional person add \$14.50 per month.

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

Appendix E
Effective: 10/01/25-09/30/26

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APPENDIX E – 2024-2025 2025-2026 Heating Fuel Maximums

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Effective: 10/01/24 to 09/30/25

Month	Gallons	Month	Gallons
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

Appendix F
Effective: 10/01/25-09/30/26

**APPENDIX F – 2024-2025 2025-2026 Personal Care &
Household Supplies Maximums**

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Effective: 10/01/24 to 09/30/25

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

Appendix G
Effective: 10/01/25-09/30/26

APPENDIX G—Mileage Rate

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This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel, etc. is 50-54 cents (50-54 ¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>.

Appendix H
Effective: 10/01/25-09/30/26

**APPENDIX H – Funeral Maximums / Burial Maximums
and Cremation Maximums**

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Effective: 10/01/24 to 09/30/25

The maximum amount of general assistance granted for the purpose of burial is **\$1,620**.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal Administrator.

Additional costs may be allowed by the GA Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

Cremation Maximums

The maximum amount of assistance granted for a cremation shall be **\$1,125**.

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The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

Appendix H
Effective: 10/01/25-09/30/26

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

APPENDIX I – Definition of Misconduct (26 M.R.S. § 1043 (23))

23. Misconduct. "Misconduct" means a culpable breach of the employee's duties or obligations to the employer or a pattern of irresponsible behavior, which in either case manifests a disregard for a material interest of the employer. This definition relates only to an employee's entitlement to benefits and does not preclude an employer from discharging an employee for actions that are not included in this definition of misconduct. A finding that an employee has not engaged in misconduct for purposes of this chapter may not be used as evidence that the employer lacked justification for discharge.

- A. The following acts or omissions are presumed to manifest a disregard for a material interest of the employer. If a culpable breach or a pattern of irresponsible behavior is shown, these actions or omissions constitute "misconduct" as defined in this subsection. This does not preclude other acts or omissions from being considered to manifest a disregard for a material interest of the employer. The acts or omissions included in the presumption are the following:
- (1) Refusal, knowing failure or recurring neglect to perform reasonable and proper duties assigned by the employer;
 - (2) Unreasonable violation of rules that are reasonably imposed and communicated and equitably enforced;
 - (3) Unreasonable violation of rules that should be inferred to exist from common knowledge or from the nature of the employment;
 - (4) Failure to exercise due care for punctuality or attendance after warnings;
 - (5) Providing false information on material issues relating to the employee's eligibility to do the work or false information or dishonesty that may substantially jeopardize a material interest of the employer;
 - (6) Intoxication while on duty or when reporting to work, or unauthorized use of alcohol or marijuana while on duty except for the use of marijuana permitted under Title 22, chapter 558-C;
 - (7) Using illegal drugs or being under the influence of such drugs while on duty or when reporting to work;
 - (8) Unauthorized sleeping while on duty;
 - (9) Insubordination or refusal without good cause to follow reasonable and proper instructions from the employer;
 - (10) Abusive or assaultive behavior while on duty, except as necessary for self-defense;
 - (11) Destruction or theft of things valuable to the employer or another employee;

- (12) Substantially endangering the safety of the employee, coworkers, customers or members of the public while on duty;
- (13) Conviction of a crime in connection with the employment or a crime that reflects adversely on the employee's qualifications to perform the work; or
- (14) Absence for more than 2 work days due to incarceration for conviction of a crime.

[PL2019, c. 125, §1 (AMD).]

B. "Misconduct" may not be found solely on:

- (1) An isolated error in judgment or a failure to perform satisfactorily when the employee has made a good faith effort to perform the duties assigned;
- (2) Absenteeism caused by illness of the employee or an immediate family member if the employee made reasonable efforts to give notice of the absence and to comply with the employer's notification rules and policies; or
- (3) Actions taken by the employee that were necessary to protect the employee or an immediate family member from domestic violence if the employee made all reasonable efforts to preserve the employment.

[PL 2019, c. 125, §1 (AMD).]



City of Auburn, Maine

General Assistance Office

Jamie Longley, Manager

60 Court Street | Auburn, Maine 04210 www.auburnmaine.gov |

207.333.6601 Extension 1411

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of **Auburn**, after notice and hearing, hereby amend the municipal General Assistance Ordinance with appendices in its entirety. This Ordinance shall supersede and replace all previous Ordinance versions. A copy of this Ordinance will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and shall be available for public inspection at the municipal office along with a copy of 22 M.R.S. chapter 1161.

Signed this _____ **day of** _____ **2025**, by the municipal officers:

Richard S. Whiting, Ward 1

(Signature)

Timothy M. Cowan, Ward 2

(Signature)

Stephen G. Milks, Ward 3

(Signature)

Benjamin J. Weisner, Ward 4

(Signature)

Leroy G. Walker, Sr., Ward 5

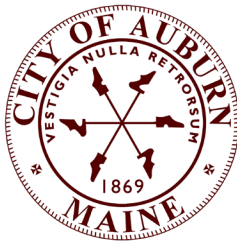
(Signature)

Belinda A. Gerry, At-Large

(Signature)

Adam R. Platz, At-Large

(Signature)



City Council Ordinance

IN CITY COUNCIL

Be it ordained, that the City Council hereby amends Sec. 24-23 of the City's Code of Ordinances as follows:

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

(a) The City of Auburn adopts the Maine Municipal Association's General Assistance Ordinance, dated **September 2025**, and a copy thereof is available in the office of the city clerk.

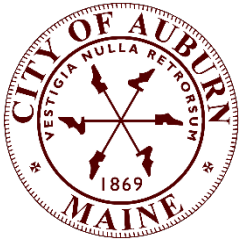
(b) Each year the Maine Municipal Association provides the city Appendices A-H providing maximum benefits applicable for the period beginning October 1 and ending September 30 as mandated by state law and based on certain federal values effective on October 1 of each year, as follows:

- (1) Appendix A, a listing of overall maximum levels of general assistance relating to all Maine municipalities.
- (2) Appendix B, a listing of maximum levels of assistance for food.
- (3) Appendix C, a listing of maximum levels for heated and unheated housing.
- (4) Appendix D, a listing of maximum levels of assistance for electricity.
- (5) Appendix E, a listing of maximum levels of assistance for heating fuel.
- (6) Appendix F, a listing of maximum levels of assistance for personal care & household supplies.
- (7) Appendix G, adopting the State of Maine travel expense reimbursement rate.
- (8) Appendix H, a listing of maximum levels of assistance for funeral expenses.
- (9) Recovery Residence Maximums for the Lewiston/Auburn MSA.



City Council Ordinance

(c) The portion of these annual appendices applicable to the city, as adopted each year by the city council, are made a part of this chapter as though fully set forth herein and a copy thereof is available in the office of the city clerk.



**City of Auburn
City Council Information Sheet**

Council Workshop or Meeting Date: October 6, 2025

ORDER 93-10062025

Author: Jonathan P. LaBonte

Subject: City Council Initiated Zoning Change for Airport-owned Parcels

Information:

Under Federal Aviation Administration (FAA) Grant Assurance 21, the Cities of Auburn and Lewiston, as joint Airport Sponsors, are obligated to ensure safe and efficient airport operations by restricting incompatible land uses in the vicinity of the Airport. The FAA requires that Airport Sponsors take appropriate action, including the adoption of zoning measures, to prevent uses that could interfere with aircraft operations or create hazards.

Residential development is considered incompatible with airport operations under FAA guidance. Maintaining zoning that aligns with compatible aviation-related land uses is essential for safety, operational efficiency, and continued eligibility for federal aviation funding.

During a recent Airport Master Plan briefing, FAA staff noted concern that certain Airport-owned parcels within Auburn are currently zoned, at least in part, for residential use. Specifically:

- **Roundy Property (Tax Map 156, Lot 015)** – located at Hotel Road and Constellation Drive, Airport-owned, with portions currently zoned residential.
- **185 Foster Road (Tax Map 107, Lot 011)** – also Airport-owned, with partial residential zoning.

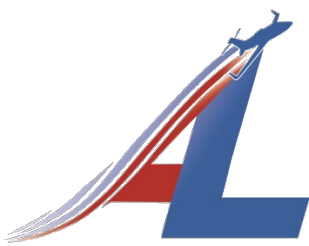
The presence of residential zoning on Airport-owned land is inconsistent with FAA expectations and creates a compliance issue under Grant Assurance 21. The recommendation is to conform all of the referenced parcels to the Industrial Zone, which is currently in place for all other Airport-owned properties.

City Budgetary Impacts: N/A

Previous Meetings and History: N/A

City Manager Comments: Approve the order which directs staff to prepare a zoning map amendment for Public Hearing and a Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map.

Attachments: October 1, 2025 Overview Memo
FAA Grant Assurances
Roundy Property Map (Tax Map 156, Lot 15)
Foster Road Property Map (Tax Map 107, Lot 011)



Auburn Lewiston Municipal Airport

80 Airport Drive, Auburn, ME 04210
(207) 786 0631 FAX: (207) 782 3024
www.flytomaine.com

TO: Mayor Jeff Harmon and Members of the Auburn City Council

FROM: Jonathan P. LaBonte, Airport Director, Auburn-Lewiston Municipal Airport

DATE: October 1st, 2025

SUBJECT: Rezoning of Airport-Owned Parcels to for Compliance with FAA Grant Assurances

Background

Under Federal Aviation Administration (FAA) Grant Assurance 21, the Cities of Auburn and Lewiston, as joint Airport Sponsors, are obligated to ensure safe and efficient airport operations by restricting incompatible land uses in the vicinity of the Airport. The FAA requires that Airport Sponsors take appropriate action, including the adoption of zoning measures, to prevent uses that could interfere with aircraft operations or create hazards.

Residential development is considered incompatible with airport operations under FAA guidance. Maintaining zoning that aligns with compatible aviation-related land uses is essential for safety, operational efficiency, and continued eligibility for federal aviation funding.

Current Issue

During a recent Airport Master Plan briefing, FAA staff noted concern that certain Airport-owned parcels within Auburn are currently zoned, at least in part, for residential use. Specifically:

- **Roundy Property (Tax Map 156, Lot 015)** – located at Hotel Road and Constellation Drive, Airport-owned, with portions currently zoned residential.
- **185 Foster Road (Tax Map 107, Lot 011)** – also Airport-owned, with partial residential zoning.

The presence of residential zoning on Airport-owned land is inconsistent with FAA expectations and creates a compliance issue under Grant Assurance 21.

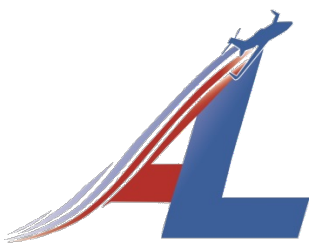
Relationship to Comprehensive Plan Update

The City of Auburn is currently engaged in the development of its updated Comprehensive Plan, in which future land use and zoning policies will be discussed at length. The Airport looks forward to actively participating in that process to help ensure that long-term zoning and land use decisions are coordinated with aviation operations and FAA requirements.

While those broader discussions will shape the City's future vision, the immediate issue of residentially zoned Airport-owned parcels requires timely action to remain in compliance with FAA Grant Assurance 21.

Requested Action

The Auburn City Council has the authority to initiate zoning change requests to the Auburn Planning Board. On behalf of the Auburn-Lewiston Municipal Airport, I respectfully request that



Auburn Lewiston Municipal Airport

80 Airport Drive, Auburn, ME 04210
(207) 786 0631 FAX: (207) 782 3024
www.flytomaine.com

the Council initiate rezoning of the above-listed parcels to remove residential designations and align their classifications with uses compatible with aviation through the Industrial Zone designation.

Proactively addressing this matter will:

- Ensure compliance with FAA Grant Assurance 21.
- Reduce risk of conflicts between Airport operations and surrounding land uses.
- Protect future eligibility for federal aviation funding and support ongoing Airport development.
- Allow the City's Comprehensive Plan discussions to focus on broader regional and long-term planning issues, without leaving unresolved compliance concerns on Airport-owned property.

Recommendation: That the City Council initiate the rezoning process for the Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011) to remove residential zoning and bring these parcels into compliance with FAA requirements by designating the entire parcels as Industrial Zone.

Board Action: The Auburn-Lewiston Municipal Airport Board of Directors voted unanimously to submit this request to the Auburn City Council.

Partnership Statement: The Auburn-Lewiston Municipal Airport is committed to working collaboratively with the City Council, Planning Board, and City staff during this rezoning effort, as well as through the Comprehensive Plan update process, to ensure that airport-related land use considerations are addressed in a way that supports both community development and aviation operations.

Attachments:

1. FAA Grant Assurances, which include the specific language of Assurance 21 – Land Use
2. Maps of Roundy Property (Tax Map 156, Lot 15) and 185 Foster Road (Tax Map 107, Lot 011)

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantaged Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award.”

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, [current FAA Advisory Circulars for AIP projects](#) as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

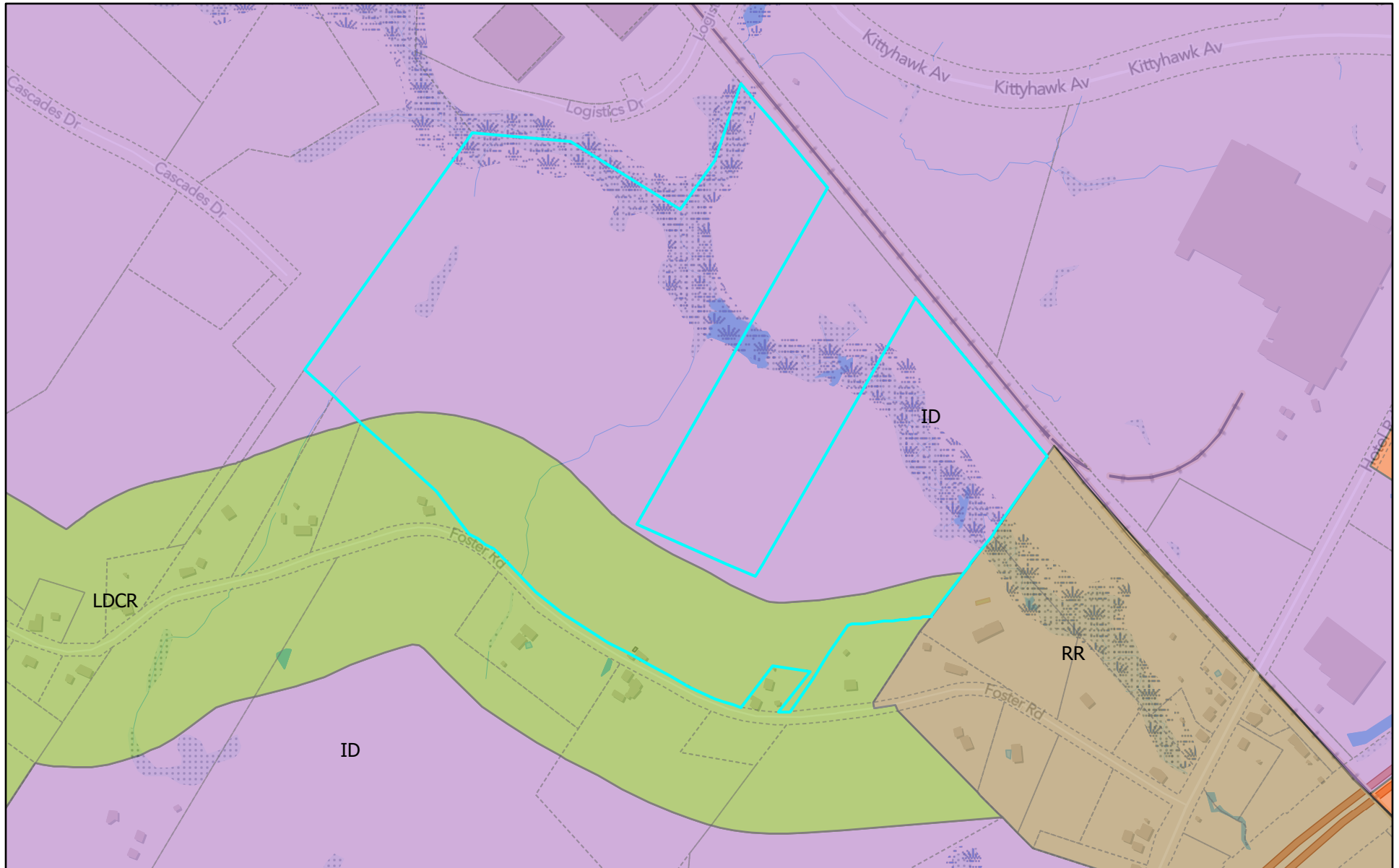
39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

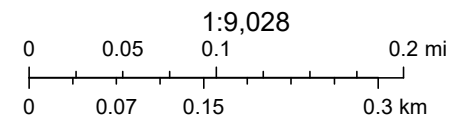
- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

Foster Road Property - Residential Zoning



7/2/2025, 12:19:47 PM

- Current Parcels _ Public
- Auburn Zoning
- GB - General Business
 - ID - Industrial
 - LDCR - Low Density Country Residential
 - RR - Rural Residential
 - Wetlands

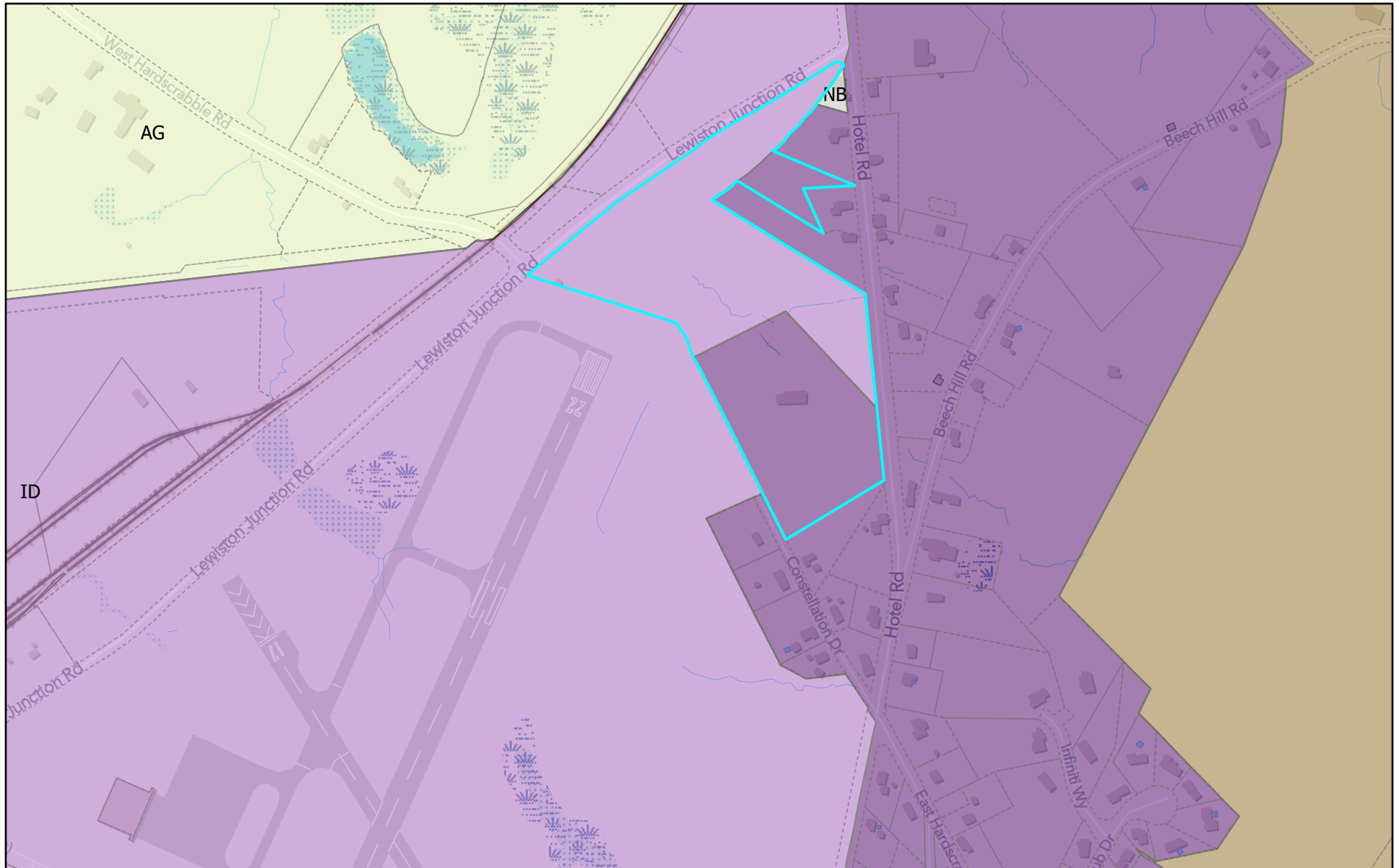


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Roundy Property - Residential Zoning



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Current Parcels _ Public

Auburn Zoning

AG - AGRICULTURE AND RESOURCE PROTECTION

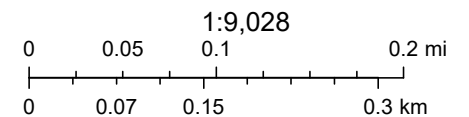
ID - Industrial

NB - Neighborhood Business

RR - Rural Residential

SR - Suburban Residential

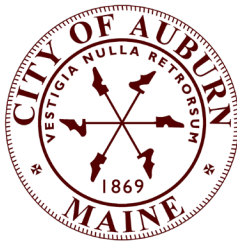
Wetlands



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ORDER 93-10062025

City Council Order

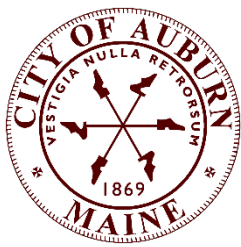
IN COUNCIL

ORDERED, that the Auburn City Council directs staff to prepare a zoning map amendment for Public Hearing and a Recommendation by the Auburn Planning Board pursuant to Chapter 60, Article XVII, Division 2, Amendment to the Zoning Ordinance or Zoning Map. The intent is to amend the map on approximately 27 acres from either Suburban Residential (parcel I.D. 156-015) or Low-Density Country Residential (parcel I.D. 107-011) to the Industrial zoning district as shown on the attached maps. The area proposed to be rezoned encompasses the portions of the above referenced City Assessor's parcels not currently zoned Industrial. The purpose of this proposal is to conform all land owned by the Auburn Lewiston Municipal Airport to the Industrial Zone.

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: October 6, 2025

ORDER 94-10062025

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 Command Unit covering 07/01/2025 to 06/30/2028

Information:

The following is a summary of the changes:

- FY 26 Cola 4% on 7/1/25; FY 27 Cola 4% on 7/1/26 and 2% on 1/1/27; FY 28 Cola 3% on 7/1/27 and 2% on 1/1/28;
- Compression of steps in the wage scale;
- Updated language on Labor Management non-binding wage discussion prior to July 1, 2026;
- Added Paid Family Medical Leave language.

City Budgetary Impacts:

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

Previous Meetings and History:

City Manager Comments:

Phillip Crowell Jr.

I concur with the recommendation. Signature: _____

Attachments: Auburn Police Command Collective Bargaining Agreement

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

July 1, 2025 to June 30, 2028

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PREAMBLE

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

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

ARTICLE 1 - BARGAINING UNIT

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

ARTICLE 2 - RECOGNITION OF CITY RIGHTS

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

ARTICLE 3 - RECOGNITION OF RIGHTS OF MEMBERS OF THE UNION

Section 1 - Investigation of Police Misconduct

Members of the Auburn Police Department hold a unique status as public officers, and the security of the City and its citizens depends to a great extent upon the manner in which members of the department perform their many duties, of contacts and relationships with the public. Out of such contacts and relationships may raise questions concerning the actions of members of the force. Such questions may

require prompt investigation by superior officers designated by the Chief of Police or other competent authority.

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

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

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

- C) If the member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be afforded all rights granted under such circumstances to other persons.
- D) In all cases in which a member is interrogated concerning a serious violation of departmental rules and regulations which, if proven, would be likely to result in his removal from the department, and where the same can be accomplished without unreasonably delaying or impeding the investigation, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his choosing and/or a representative of the Union before being interrogated and his attorney and/or a representative of the Union may be present during the interrogation, but may not participate in the

interrogation except to counsel the member.

- E) If the member under investigation is requested to submit to a polygraph examination, he or she will be furnished a list of questions which will be asked prior to the commencement of the examination. If a member is requested to submit to any other type of test, he or she will be advised of the type of test and the member will be afforded an opportunity to obtain a similar independent test if available.
- F) The investigation will be conducted without unreasonable delay and the member will be advised of the outcome of the investigation.

Section 2 - Disciplinary Proceedings

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

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

Section 3 - Personnel Files

- A) Insofar as permitted by law, all personnel records, including home addresses, telephone numbers, and pictures of 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.
 - 1) 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.
 - 2) 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.
 - 3) 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 4 - NON-DISCRIMINATION

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

ARTICLE 5 - NO STRIKE/NO LOCKOUT

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

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

ARTICLE 6 - CHECK-OFF

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

sixty (60) days prior to the expiration date of this Agreement.

The authorization for deduction of benefit fund contributions may be stopped at any time, provided the employee submits in writing, to the Employer and the Union a sixty (60) day notice of such intent. The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the City or any Department of the City for the purpose of complying with the provisions of this Article.

ARTICLE 7 - NEGOTIATIONS TIME-OFF

Section 1 – President Time-off for Representation

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

Section 2 – Negotiating Committee Time-off for Representation

Members of the Negotiating Committee 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.

Section 3 – Member List for President and Negotiation Committee

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

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

ARTICLE 9 - WAGES

Section 1 – Wage Scales

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

SERGEANT

7/1/2025 to 6/30/2026	Step 1 0-4 yrs	Step 2 5
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Annual	\$94,856.32	\$100,545.64
Weekly	\$1,824.16	\$1,933.57
Hourly	\$45.6040	\$48.3392
7/1/2026 to 12/31/2026	Step 1 0-4 yrs	Step 2 5+
Annual	\$98,650.76	\$104,567.32
Weekly	\$1,897.13	\$2,010.91
Hourly	\$47.4282	\$50.2728
1/1/2027 to 6/30/2027	Step 1 0-4 yrs	Step 2 5+
Annual	\$100,623.64	\$106,658.76
Weekly	\$1,935.07	\$2,051.13
Hourly	\$48.3767	\$51.2782
7/1/2027 to 12/31/2027	Step 1 0-4 yrs	Step 2 5+
Annual	\$103,642.24	\$109,858.32
Weekly	\$1,993.12	\$2,112.66
Hourly	\$49.8280	\$52.8166
1/1/2028 to 06/30/2028	Step 1 0-4 yrs	Step 2 5+
Annual	\$105,714.96	\$112,055.84
Weekly	\$2,032.98	\$2,154.92
Hourly	\$50.8246	\$53.8729

LIEUTENANT

7/1/2025 to 6/30/2026	Step 1 0-3 yrs	Step 2 4+
Annual	\$105,586.00	\$111,902.44
Weekly	\$2,030.50	\$2,151.97
Hourly	\$50.7624	\$53.7992

07/1/2026 to 12/31/2026	Step 1 0-3 yrs	Step 2 4+
Annual	\$109,809.44	\$116,378.60
Weekly	\$2,111.72	\$2,238.05
Hourly	\$52.7929	\$55.9512
01/1/2027 to 06/30/2027	Step 1 0-3 yrs	Step 2 4+
Annual	\$112,005.40	\$118,706.12
Weekly	\$2,153.95	\$2,282.81
Hourly	\$53.8488	\$57.0702
07/1/2027 to 12/31/2027	Step 1 0-3 yrs	Step 2 4+
Annual	\$115,365.64	\$122,267.08
Weekly	\$2,218.57	\$2,351.29
Hourly	\$55.4642	\$58.7823
01/1/2028 to 06/30/2028	Step 1 0-3 yrs	Step 2 4+
Annual	\$117,672.88	\$124,712.64
Weekly	\$2,262.94	\$2,398.32
Hourly	\$56.5735	\$59.9579

The Patrol Supervisor pay scale will be reviewed and adjusted to maintain a 5% differential between the highest step on the Patrol/Detective pay scale and the wages for a patrol supervisor with one year of experience. The pay scale will also maintain a 5% differential between the highest paid Patrol Supervisor and the wages for a Shift Commander with one year of experience. A 6% differential will be maintained between the steps.

Section 2 - Performance Pay

In addition to the wage scale, Patrol Supervisors will be eligible to receive a performance-based bonus of \$700.00, and Shift Commanders will be eligible to receive a performance-based bonus of \$800.00 within 30 days following the officer's performance evaluation dependent upon meeting or exceeding standards in all

reviewed categories. If an Officer receives a review below "meets standard", they will be placed on a Performance Improvement Plan for 30 days. Upon successful completion of the Performance Improvement Plan resulting in a "meets standard" or above in the identified areas, the officer will be eligible to receive 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.

ARTICLE 10 - HOURS OF WORK

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

ARTICLE 11 - OVERTIME

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

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

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

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

ARTICLE 12 - HOLIDAYS

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

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

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

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

Employees shall annually receive one (1) personal day off. Employees may

schedule the said day when no replacement is necessary for the member.

ARTICLE 13 - VACATIONS

Each employee in the bargaining unit shall be entitled to ninety-six (96) hours or twelve (12) working days (whichever is greater), as per the superior officer's work schedule vacation leave each year. All employees who have worked for the City for a period of not less than eight (8) years nor more than fifteen (15) years shall be entitled to one-hundred and twenty-eight (128) hours or sixteen (16) working days (whichever is the greater) each year. At the start of their sixteenth (16th) year, an employee shall be entitled to one hundred and sixty (160) hours or twenty (20) working days whichever is the greater paid vacation leave. At the start of their twenty-first (21st) year, an employee shall be entitled to one hundred and ninety-two (192) hours or twenty-four (24) working days whichever is the greater paid vacation leave.

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

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

ARTICLE 14 - SICK LEAVE

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

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

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

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

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

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

ARTICLE 15 - PAID FAMILY MEDICAL LEAVE

The Union agrees to pay the .5% of the 1% PFML for the life of the 3-year contract effective January 1, 2026, if the City elects to go with the State Administered PFML. If the City elects to go with an approved private vendor for PFML the union agrees to pay half the cost with the city for the life of the 3- year contract effective May 1, 2026. If the current law changes requiring a higher share of cost to the union, the city agrees to enter impact bargaining to negotiate with APCU members.

ARTICLE 16 - FUNERAL LEAVE

Leave of absence without loss of pay and without loss of sick leave shall be

granted to any superior officer for five (5) consecutive regularly scheduled schedule workdays because of death of a spouse or child and three (3) consecutive, regularly scheduled workdays because of a death in the immediate family plus any actual travel time reasonably required to return from out-of-state. Such leave shall commence no later than the date of death. Immediate family shall be defined to include mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, spouse's grandparents, grandchildren, and another person living in the employee's household. Such additional time needed after the expiration of the funeral leave period shall be charged against the employee's sick leave. An employee may also be granted leave to attend the funerals of persons not mentioned in this Article at the discretion of the Chief, such leave time to be charged as sick leave.

ARTICLE 17 - TUITION REIMBURSEMENT

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

ARTICLE 18 - HEALTH INSURANCE

Section 1 - Health Insurance Cost Share

The City shall provide health insurance benefits through the Maine Municipal Employees Health Trust or a comparable plan. The City will continue the Katahdin (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 enroll in the Acadia (POS C) Plan will pay the difference in premiums between the Katahdin (PPO 500) Plan and the Acadia (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:

	<i>City</i>	<i>Employee</i>
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<u>July 1, 2025- June 30, 2028</u>	75%	25%
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All employees shall pay a portion of the health insurance premiums in accordance with the schedule outlined in the Health Promotion Program in **Appendix B**. In the event that the Health Promotion Program is eliminated, through loss of funding or any other reason, the Employee cost share will be 15% of monthly premiums for the life of this agreement. This cost share shall apply regardless of the level of insurance (individual, individual with children or family). Employees will reimburse their share on a weekly basis through payroll deduction. Employees may elect to have the weekly cost share deducted from their Wellness or Cafeteria Benefit Plan. Employee cost share shall be adjusted upon notification and billing by the insurance carrier. Employees who certify that they have not and will not smoke or use any tobacco products during the contract year may have their weekly health insurance cost share reduced by \$2.00 per week.

The City will implement a Health Reimbursement Account (HRA) in the amount of 100% of maximum out-of-pocket costs for use toward deductibles and co-insurance for employees who enroll in the Katahdin (PPO 500) Plan. This will not include co-pays. Beginning July 1, 2017, the City will replenish the account with 100% of the total out-of-pocket costs annually. The City will replenish each account up to the amount specified above. The above percentages are applicable to the deductibles and co-insurance for single, parent, or family plan to which the employee subscribes.

Section 2 - Payment Program for Waiving Health Insurance Coverage

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

1. Any employee eligible for full family coverage or single coverage and who elects to waive health insurance coverage shall receive a payment equal to the amount of 4 and two tenths (4.2) months of health insurance premiums. The health insurance waiver payment will be divided into 12 equal payments and paid monthly.
2. An employee who is eligible for a full family plan but opts to take either a "single parent plan" or a "single plan" shall receive an annual payment equal to four and two tenths (4.2) months of the difference in premiums between the plan for

which he/she is eligible and the plan which he/she opts to take.

3. Employees who are married to other City (non-school) employees covered by the health insurance shall be eligible for an amount equal to four and two tenths (4.2) months of insurance premiums at the single rate if he/she waives health insurance coverage with the City. The payment will be made to one or the other of the married employees, but not both.
4. A new employee who waives health insurance coverage shall not be eligible for the payment in lieu of insurance until he/she has successfully completed the probationary period.
5. If the employee wishes to be reinstated on the health insurance policy or change his or her coverage from a single or a single parent plan (if he/she would otherwise be eligible for full coverage) he/she may do so as long as he/she follows the insurance carrier's requirements for evidence of insurability and portability of coverage provisions.
6. If an employee is reinstated (or covered for the first time) after receiving payment for waiving health insurance coverage, the employee shall repay the City the balance of the payment, pro-rated monthly.
7. In order to receive payment for waiving health insurance coverage or to be reinstated on the health insurance plan, the employee must submit written notice to the 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.
8. If an employee is currently receiving a payment for waiving health insurance coverage, then the new payment rates for waiving coverage will be implemented in the month in which the payments are normally due to the employee.
9. This section is effective with the signing of the contract and is not retroactive.

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

Effective 1/1/14, all calculations for the health insurance waivers are based upon the Katahdin (PPO 500) Plan.

Section 3 - Terms and Conditions to Apply

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

ARTICLE 19 - CAFETERIA BENEFIT PLAN

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

In addition, employees may contribute the cash value of up to a maximum of forty- four hours from the following accrued leave to their Cafeteria Benefit Plan:

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

The cash value of the benefit will be calculated on the hourly rate (excluding overtime) effective as of July 1st of each year (when rate is known) upon enrollment. The total benefit in the Cafeteria Benefit Plan per employee from all sources (city contributions, weekly payroll contributions from the employee, and cash value of Sick Leave Incentive Days and/or sick days) may not exceed \$2,500 or the IRS maximum of whichever is greater. If contributions of vacation time bring the total in the Cafeteria Benefit Plan above the cap, the benefit may be used for the supplemental retirement (ICMA 457 Plan). Exceptions to the maximum may be requested and reviewed by the Police Chief and the Human Resources Director. The City will authorize the amount of

\$500 to be rolled over as permitted by IRS regulations, if allowed by the City's third-party provider. Employees who are discharged, retire, or otherwise terminate their employment with the City shall be entitled to the balance of in accordance with IRS regulations.

ARTICLE 20 - RETIREMENT

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

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

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

Upon initial separation, all members must cash out all allowed accrued time. Upon rehire, the member will be awarded 29 personal days with 4 of the 29 days having no monetary value. The first 4 personal days used each year are deemed to be those without monetary value. Annually the accrual of personal days will be posted on the anniversary date of the member's rehire and may roll over from year to year. If a member separates prior to completing a full year, the amount will be prorated by month in calculating cash out of personal days.

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

Upon rehire pursuant to this Article, members will be granted 12 "extended sick bank days." A "day" shall be equivalent to the number of hours the member is working

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

Upon rehire, the participating member will receive an amount equal to 50% of the City's required MePERS 3C plan contribution, which amount will be placed into an allowable tax deferred retirement contribution program.

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

ARTICLE 21 - CLOTHING ALLOWANCE

Section 1 - Purpose

The City will furnish employees with an annual allowance for the purposes of purchasing, maintaining, replacing, or repairing required uniforms, optional clothing or equipment listed in **Appendix A**. An employee's primary clothing and equipment shall be maintained in good condition prior to purchasing optional clothing and equipment. Employees not required to wear a uniform daily shall maintain a complete BDU and Class A uniform.

Section 2 - Reimbursement

Employees will be reimbursed for eligible expenses through purchase order or submission of receipts. The Police Chief may establish policies and procedures regarding clothing allowance reimbursement. An employee who has civilian clothing damaged while performing an approved plain clothes detail, will be replaced or

repaired up to a maximum of \$50.00 from the employee's allocated clothing allowance. If damaged in the line of duty, the officer must notify the court officer for possible reimbursement through the court restitution process.

Section 3 - Uniform Policy

The Police Chief shall establish and maintain a uniform policy regarding uniform requirements and maintenance. A committee appointed by the Chief in consultation with the Union may be established on an as-needed basis to consider changes in style or quality of the uniform. The Police Chief shall have final approval of all uniform standards. Employees must maintain uniforms in accordance with the policy regardless of the amount of clothing allowance.

Section 4 - Separation

Employees who are discharged, retire, or otherwise terminate their employment with the City shall not be entitled to the balance of any unused clothing allowance.

Section 5 - Allowance

Permanent employees shall receive a maximum annual clothing allowance of \$800. An employee can elect to participate in the department laundering service; those who choose to participate will have their allowance reduced to \$600. Notification must be made to the Chief in January of each year. An employee not participating in the laundering service can elect to take up to \$400 of the annual clothing allowance for the cleaning and maintenance of uniforms and equipment. The allowance will be available on the first day of the City's fiscal year.

Members may annually roll over and bank up to \$1,000 from their allowance to be used for other items identified on the clothing and equipment lists.

Section 6 - Cell Phone Stipend

Sergeants shall receive a \$45 per month cell phone stipend paid monthly on the first week of the month. Lieutenants will receive \$65 per month, paid monthly on the first week of the month.

ARTICLE 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 the purposes of this article, full pay shall be defined as the employee's current base salary, as set forth in the attached wage schedules, plus other monetary benefits for which the employee would have been eligible if not incapacitated. Full pay shall not include compensation for overtime not worked during the period of incapacity. Monetary benefits for which the employee's eligibility cannot be determined due to the nature of the illness or injury causing incapacity shall be withheld until such determination can be made (i.e., merit pay). The City shall also pay all hospital and medical expenses in accordance with the Workers' Compensation Act.

Employees provided benefits under this article shall continue to accrue sick leave, vacation benefits and holidays, subject to maximum accumulations, during the first twelve (12) months of incapacity. Employees may receive health insurance coverage for up to thirty-six (36) months from the date of incapacity or until the employee returns to active duty, is placed on disability retirement, or resigns, whichever comes first. Employees receiving benefits under this article shall not be charged sick leave. Employees may take vacation leave while receiving benefits under this article, but in no case shall they receive double payment during said leave.

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

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

repays to it the amount of any such benefits previously received.

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

ARTICLE 23 - COURT TIME

Employees covered by this Agreement, required to make an off-duty attendance at Court, shall receive a minimum of three (3) hours pay at his overtime rate for each such attendance or time and one half (1 1/2) his regular base hourly rate for all hours in attendance, whichever is greater. Any compensation (from other than the City) received by the employee for attendance at any Court or official hearing shall be paid to the City.

ARTICLE 24 - MANDATORY IN-SERVICE TRAINING

The Police Chief shall make available to all employees covered by this Agreement a minimum of 25 hours not-to-exceed a maximum of eighty (80) hours per year Mandatory-In-Service Training. Employees participating in this program shall be paid one and one half (1.5) times their regular hourly rate of pay for all hours of training received while not on a regularly scheduled shift under the provision of this program not-to-exceed eighty (80) hours in any single year. Payment for mandatory training hours will be paid in the payroll period in which it was worked. It is the intent to make available to all employees, as best as can be scheduled, an equal number of training hours. Attendance at mandatory training may be excused with the prior approval of the Chief.

ARTICLE 25 - LIFE INSURANCE

The City will pay the life insurance premiums under the Maine Municipal Employees Health Trust Supplemental Life Insurance Plan up to the first \$23,000 of coverage for each member of the collective bargaining group provided that the following conditions are met:

- 1) The participation rate (as determined by MMEHT) for the bargaining unit is achieved in order to provide the plan to the members.
- 2) The member agrees to purchase the remaining premiums based upon 1X, 2X

or 3X his/her base annual salary. If the member does not purchase the remaining life insurance coverage, then the member will not be eligible for the first \$23,000 of paid coverage by the City.

ARTICLE 26 - INCONSISTENT RULES, REGULATIONS AND ORDINANCES

The provisions of this Agreement shall govern, where specifically applicable, any inconsistent rules, regulations or ordinances or any other provision or law notwithstanding. In all other cases the City Administrative Manual in effect on the date of this Agreement shall govern questions of intra- departmental procedure and working conditions in the department. The City shall cause to be drafted and put into effect all necessary ordinances to make existing ordinances consistent with this Agreement.

ARTICLE 27 - SAFE EQUIPMENT

It shall be the responsibility of the City to maintain equipment in a safe working order. Officers shall be responsible for reporting defects in equipment to their supervisor.

ARTICLE 28 - LIABILITY INSURANCE

The City of Auburn shall continue to provide employees with liability insurance with the limits of \$300,000 with respect to any action brought under the State of Maine Tort Claims and \$350,000 with respect to any action brought outside of the State of Maine Tort Claims Act including but not limited to false arrest, police brutality and civil rights violations. The cost of all legal fees and costs related to any action shall be paid by the City in addition to the stated claim limits. The City may provide such coverage through a private insurance company, a public self-funded risk pool or by self-insuring. The Union, through its attorney, shall have the right to review said policy and its terms.

ARTICLE 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".

- 1) Police officers shall annually advise the Chief of Police relative to outside employment and any changes thereto on forms provided by the Chief of Police prior to July 1st of each year. Such outside employment shall not be acceptable if any of the following conditions apply or develop:
- 2) Where it occurs that secondary employment has an adverse effect on the officer's sick leave record and work performance.

Where the nature or location of the employment compromises the effectiveness of the employee as an Auburn Police Officer or creates the appearance of impropriety on the part of the officer on the City.

Where secondary employment impairs the officer's ability to discharge the duties and responsibilities of his City job.

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

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

ARTICLE 30 - MILITARY LEAVE

All employees who are members of the organized military reserves and who are required to perform field duty will be granted reserve service leave in accordance with applicable federal and state statutes, in addition to normal vacation time. In order for the Chief of Police to accommodate military leave and to provide adequate staffing for the department, the reservist must provide a copy of the written orders as soon as possible after they are received. For any such period of reserve service leave, the City will pay the difference (if any) between service pay, and the employee's regular pay.

ARTICLE 31 - RECIPROCITY AGREEMENT

If an employee is injured on the job as a direct result of a violent action taken

against him by a private individual(s), he shall have the first right to take civil action against said individual(s). However, if the employee does not wish to take civil action, he shall assign that right on request to the City who then shall have the right to proceed with civil action. Expenses for action by the City shall be the burden of the City as well as any revenue derived from such action shall revert to the City.

ARTICLE 32 – SENIORITY

Section 1 – List

A seniority list shall be established naming all the employees covered by this agreement, beginning with the employee who has the greatest number of years of seniority within the rank first.

Seniority shall be determined by rank (lieutenant and then sergeant) based upon the employee's date of promotion. If in the event a promotional date is shared by another employee, seniority will be determined by date of hire. Seniority, for the purposes of this agreement, shall be interpreted to mean length of continuous service only, with the exception of members enrolled in the in-service retirement program. Seniority shall be the sole governing factor affecting vacations. Seniority shall be a governing factor affecting assignments (provided all other qualifications are equal) and shift selection, though both are subject to approval by the Chief of Police.

Section 2 - Posting

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

ARTICLE 33 - DRUG TESTING

The Auburn Police Department will develop and implement a "for cause" drug testing program in compliance with state statutes, and the Departments of Human Services and Labor drug testing regulations within the first year of the contract.

The City will meet and consult with the superior officers bargaining unit over those sections of the drug testing program which relate to current employees including but not limited to the following areas:

What constitutes "for cause" for conducting drug tests on an employee:

- positions to be covered by the policy;
- level of illegal drug permitted in the sample;
- consequences of having a positive test;
- consequences of refusing to submit to the test;
- rehabilitation/treatment provided to an employee with a positive test;
- facilities at which the tests will be conducted;
- the sample collection process;
- notification of process to employees of written drug testing policies; and
- confidentiality of non-drug related medical information on the employee.

The drug testing program will not be implemented until the plan is approved by the Department of Labor.

ARTICLE 34 - ACTIVE AGREEMENT

The Union and the City may, by mutual consent, agree to discuss, reopen or negotiate any matter or contract provision of interest to the parties during the term of this agreement. In particular, the parties may agree to reopen and make any necessary amendments resulting from discussions and implementation of the annual Labor Management Teamwork Plan (referenced in Article 35).

ARTICLE 35 - DURATION OF AGREEMENT

This Agreement shall cover the period July 1, 2025, through June 30, 2028. This Agreement shall remain in effect until a subsequent agreement is reached.

ARTICLE 36 - LABOR MANAGEMENT TEAM

The Union, its members, and the City agree to continue to participate in the Labor-Management Team. The purpose of the team is to work together in identifying and implementing improvements to the operations of the Auburn Police Department and service to the citizens of Auburn. The goals of the team include fostering good communications (both internal and external to the department), improving customer service (internal and external), increasing accountability and effectiveness, and realization of cost savings.

The City and the Union agree shall continue hold labor management discussions. Annually, the team shall develop a work plan for the department. The work plan will be developed to identify and prioritize those issues/areas of improvements that the team will concentrate on in achieving the Team's goals.

Labor Management Wage Discussion Prior to July 1, 2026

The Auburn Command Unit and the City of Auburn agree prior to July 1, 2026 to engage in a comprehensive discussion regarding current Command Unit Wages in comparison to current job market wages at that time. This discussion is not binding on either party to change the current collective bargaining wages unless both parties agree.

In witness thereof, the undersigned have caused this Agreement to be executed the ____ day of _____, 2025, with an effective date of July 1, 2025.

CITY OF AUBURN

FRATERNAL ORDER OF POLICE
– COMMAND UNIT

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

By: Joel Wilkins
Its

By: Matthew Dailey
Its

By: Matthew Elie
Its

APPENDIX A - UNIFORM POLICY

1. All uniform, insignia, accessory, equipment, and optional items will meet department specification and approval of the Chief.
2. All items, except footwear and civilian clothes must be returned to the department upon separation.
3. The Police Chief's sole discretion shall determine the situation and manner of wearing of uniform types and items.
4. Body armor shall be required to be worn while in uniform or on special detail. Replacement of body armor will be as recommended by the manufacturer and as monies are available.
5. Weapons will be issued by the department and will remain department property.
6. City will clean or replace uniforms or equipment which becomes contaminated with hazardous materials, including bodily fluids, as needed.

ISSUANCE & REPLACEMENT LIST

<u>Category/Item:</u>	<u>Quantity</u>	<u>Category/Item:</u>	
Hats (8-point/1 ball cap)	2	Sport Jackets	
Shirts (3 winter/ 3 summer)	6	Dress Slacks	
Pants	3 pr.	Dress Shirts	
Duty Gloves	1 pr.	Ties	
Tie	1	Dress Shoes	
Blousing	1 pr.		
Straps	1 pr.		
Shoes	1 pr.		
(Dress)			
Boots (All Season - Military Style)			
Coat	1		
Class A Uniform	1 ea.		
Raincoat	1		
<u>Insignia</u>		<u>Accessories</u>	
APD Pins	2	Weapon	1
Name Tags	2	Leather/Nylon Gear	all
Rank Insignias	As Appropriate	Handcuffs	1
Departmental Patches	As Appropriate	Pepper Mace	1
Badges	2	Attache Case	1
Hat Insignia	1		

OPTIONAL CLOTHING/EQUIPMENT LIST (Other Items not listed must have prior approval)

Sweater	Socks	Dickey
Raingear {additional}	Mock Turtleneck	Cold Weather Clothing
Polo Shirt	Shoes (Black Casual)	Range Clothing
BDU Windpants	Boots (Summer)	Gore-Tex tm Ballcaps

APPENDIX B - CITY OF AUBURN HEALTH PROMOTION PROGRAM

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

- To reduce the overall need for health care services by City employees 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 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 times, 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 has made a 'best effort'. In the event of a conflict between the PCP and the Health Care Educator, the Employee's PCP shall have final say in redetermining 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 94-10062025

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 Command Unit effective 07/01/2025.

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

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

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