

SELECTMEN'S EPACKET
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September 17, 2015

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BOARD OF SELECTMEN AGENDA

September 17, 2015

7:00 pm

Raymond Broadcast Studio
423 Webbs Mills Road

Be the Influence Statement

We, the Raymond Board of Selectmen recognize our individual and collective responsibilities as leaders and representatives of our community. To this end, we pledge to conduct ourselves in a manner befitting these roles and duties. We pledge and encourage others to 'Be the Influence' and to recognize that decisions matter.

SELECTMEN'S REGULAR MEETING

1) Call to order

2) Minutes of previous meeting dated:

- **June 30, 2015**
- **July 16, 2015**
- **August 28, 2015**

3) New Business.

- a) **Presentation of Boston Cane to Henry J. Delan – Mike Reynolds, Chairman**
- b) **Consideration of Settlement and Discharge of Outgoing Tax Collector Don Willard– Curt Lebel, Contract Assessor**
- c) **Consideration of Appointment of Sue Carr as Tax Collector – Curt Lebel, Contract Assessor**
- d) **Consideration of 2014-15 Re-commitment to New Tax Collector and Setting 2015-16 Mill Rate – Curt Lebel, Contract Assessor**
- e) **Presentation by RSU #14 Strategic Planning Presentation – Sanford Prince, RSU Superintendent and Mike Duffy, RSU Staff Member & Windham Resident**
- f) **Consideration of Be the Influence Coalition Drug Free Zones – Matthew Cyr, Windham Police Department**
- g) **Consideration of Request for an Informational Kiosk at Morgan Meadows – William Fraser, Raymond Conservation Commission**
- h) **Consideration of New Volunteer Applications and Appointments – Board of Selectmen**
 - **Joseph Sousa, Zoning Board of Appeals**
 - **Sheila Bourque, Planning Board**
- i) **Consideration of Committee Resignations**
 - **Jim Lewis, Veterans Memorial Park Committee**
 - **Steve Linne, Planning Board**

The Selectmen may take items out of order at their discretion.

- j) **Consideration and Approval of Proposal for Classification and Pay Study to be Conducted by Human Resource Partners and Allocation of Funds from Contingency – Joe Bruno, Selectman and Selection Committee**
- k) **Consideration of Road Names – Chris Hanson, Code Officer**
 - **Beverly Lane (off North Raymond Road)**
 - **Cliffwood Point (off Webbs Mills Road)**
- l) **Discussion of Moving Forward with a Full-time Fire Department – Joe Bruno, Selectman**

m) Discussion of Converting Payroll to Biweekly – Board of Selectmen

4) Public Comment This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings

5) Selectmen Comment

6) Town Manager Report and Communications.

a) Confirm dates for upcoming regular meetings:

- **October 20, 2015**
- **November 10, 2015**
- **December 8, 2015**

b) Attending ICMA Conference from Saturday, September 26th – Wednesday, September 30th

7) Fiscal Warrants – September 17, 2015

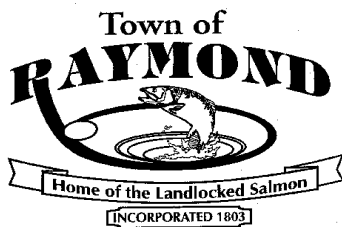
- **Treasurer's Warrant**

8) Executive Sessions

a) Executive Session pursuant to 1 MRSA § 405(6)(A): Town Report Dedication

9) Adjournment.

The Selectmen may take items out of order at their discretion.



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SELECTMEN'S REGULAR MEETING

1) Call to order

2) Minutes of previous meeting dated:

- **June 30, 2015**
- **July 16, 2015**
- **August 28, 2015**

3) New Business.

a) Presentation of Boston Cane to Henry J. Delan – Mike Reynolds, Chairman

The Boston Post Cane tradition was established in 1909 by the *Boston Post* newspaper. A special cane was given to the Board of Selectmen in 431 towns in New England, to be presented as an honor to each town's oldest resident. The recipient held the honor as long as he/she lived. Upon the recipient's death the cane would be awarded to the next oldest resident.

The cane is town property and not awarded permanently to the resident receiving it in order to insure for the preservation and public awareness of the tradition and to protect the cane from loss or damage.

The cane is made of ebony wood with a 14 carat gold head inscribed thus:

Presented by
THE BOSTON POST
to the
OLDEST CITIZEN
of
Raymond, Maine
to be transmitted

Today the cane is displayed in the Town Office in a wall mounted case for its protection and the recipients receive a Certificate of Recognition. Harry J. Delan's nomination was accepted at the June 30th Selectmen's meeting. Mr. Delan will be presented with his certificate of recognition at the meeting. He was born September 8, 1923.

The Selectmen may take items out of order at their discretion.

b) Consideration of Settlement and Discharge of Outgoing Tax Collector Don Willard– Curt Lebel, Contract Assessor

Before the newly promoted Tax Collector Sue Carr can be appointed, all existing tax accounts under the current Tax Collector Don Willard need to either be settled or discharged to reconcile the accounting for them. Attached to the ePacket is a list of accounts that are being recommended for discharge for various reasons.

c) Consideration of Appointment of Sue Carr as Tax Collector – Curt Lebel, Contract Assessor

d) Consideration of 2014-15 Re-commitment to New Tax Collector and Setting 2015-16 Mill Rate – Curt Lebel, Contract Assessor

Contract Tax Assessor Curt Lebel will present calculations and material (attached to the ePacket) related to setting the 2015-16 property tax mill rate by the Selectmen. There will also need to be a re-commitment of the 2014-15 taxes to the new Tax Collector.

e) RSU#14 Strategic Planning Presentation – Sanford Prince, RSU Superintendent and Mike Duffy, RSU Staff Member & Windham Resident.

Attached to the ePacket is material supplied by RSU #14 regarding the Strategic Plan Survey, including a copy of the informational poster with survey information. A link to the survey is available on the Town of Raymond website at www.raymondmaine.org.

f) Consideration of Be the Influence Coalition Drug Free Zones – Matthew Cyr, Community Services Officer for Windham Police Department

In 2005, Maine enacted a law under Title 17-A MRSA §1101 (23): An Act to Protect Children Using Maine's Athletic Fields and Parks from Drug Dealers. This law allows a municipality to designate athletic fields, parks, playgrounds or recreational facilities as a "safe zone". Safe zones are treated similar to schools - drug dealing within 1000 feet of them subjects the dealer to an enhanced penalty. In order for a municipality to designate an area a safe zone, it must be an area frequented by minors and conspicuously marked using wording provided by the Commissioner of Public Safety.

Sign text required by the Commissioner of Public Safety:

DRUG-FREE SAFE ZONE
INCREASED PENALTIES FOR
DRUG CRIMES COMMITTED
WITHIN THIS ZONE
(17-A M.R.S.A. CHAPTER 45)

Attached to the ePacket is a list of suggested public areas recommended to be designated as a "Drug Free Zone." Officer Matthew Cyr from the Windham Police Department will be present to answer any questions regarding this request.

g) Consideration of Request for an Informational Kiosk at Morgan Meadows – William Fraser, Raymond Conservation Commission

The Raymond Conservation Commission (RCC) is requesting an amount not to exceed \$1,100 from the Anne & Jack Spiegel Fund for Morgan Meadows to install an informational kiosk in the parking lot. The funding would be used to supply materials and labor to construct the kiosk. As of June 30, 2014, there was \$9,808 in interest income available from the \$25,000 grant first established in 2006. William Fraser from RCC will be present to answer any questions and attached to the ePacket is a more detailed request regarding the kiosk as well as the requirements for any expenditure of the funds from the fund donors.

The Selectmen may take items out of order at their discretion.

h) Consideration of New Volunteer Applications and Appointments – Board of Selectmen

- **Joseph Sousa, Zoning Board of Appeals**
- **Sheila Bourque, Planning Board**

i) Consideration of Committee Resignations

- **Jim Lewis, Veterans Memorial Park Committee**
- **Steve Linne, Planning Board**

j) Consideration and Approval of Proposal for Classification and Pay Study to be Conducted by Human Resource Partners and Allocation of Funds from Contingency – Joe Bruno, Selectman and Selection Committee

Recently, the Town issued an RFP for a consultant to perform a Classification and Pay Study of town staff positions. Three proposals were received from Municipal Resources, Inc., DIJ Consulting and Human Resource Partners. The Selection Committee was composed of Selectman Joe Bruno, Budget-Finance Committee Chair Rolf Olsen and Finance Director Nancy Yates. The panel interviewed representatives from the firms and after deliberations recommended Human Resource Partners for this work. This firm submitted a proposal in the amount of \$14,900, which was negotiated to \$12,500 by the Town Manager at the request of the panel. Attached to the ePacket is the draft contract, RFP and proposal from Human Resource Partners.

k) Consideration of Road Names – Chris Hanson, Code Officer

- **Beverly Lane (off North Raymond Road)**
- **Cliffwood Point (off Webbs Mills Road)**

Once a year, the Board of Selectmen consider road name additions, changes or deletions from the Code Officer that are in compliance with the E911 standards. Code Officer Chris Hanson will be available to answer any questions regarding the proposed road name additions.

l) Discussion of Moving Forward with a Full-time Fire Department – Joe Bruno, Selectman

Selectman Joe Bruno would like to explore the possibility of establishing a full time fire department as opposed to the current system of full-time, part-time and per diem members. Attached to the ePacket is a memo from Fire Chief Bruce Tupper explaining the current department organization and challenges as well as his view of the pros and cons of a both systems.

m) Discussion of Converting Payroll to Biweekly – Board of Selectmen

The Board of Selectmen will be discussing the potential of converting to an automated, electronic payroll system to lower cost, improve efficiency, and to permit planned improvements in tabulation and reporting of personnel time records.

4) Public Comment This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings

5) Selectmen Comment

6) Town Manager Report and Communications.

a) Confirm dates for next regular meetings:

- **October 20, 2015**
- **November 10, 2015**
- **December 8, 2015**

b) Attending ICMA Conference from Saturday, September 26th – Wednesday, September 30th

The Selectmen may take items out of order at their discretion.

7) Fiscal Warrants – September 17, 2015

- **Treasurer's Warrant**

8) Executive Sessions

- a) Executive Session pursuant to 1 MRSA § 405(6)(A): Town Report Dedication**

9) Adjournment.

The Selectmen may take items out of order at their discretion.

PROCLAMATION

Be it known that as of this date, September 17, 2015

Harry J. Delan

is the holder of the Town of Raymond's

BOSTON POST CANE

In 1909 the Boston Post Cane was donated by the Boston, Massachusetts newspaper the BOSTON POST to any New England town that qualified for and requested a cane to be held by the town's oldest citizen. Originally there were 431 canes throughout New England. The cane is African ebony with a 14 carat gold head inscribed thus: Presented by The BOSTON POST to the oldest citizen of Raymond, Maine to be transmitted. The original cane is displayed at the Raymond Town Office.

Mike Reynolds, Chairman

On 9/9/2015 2:30 PM, Curt Lebel wrote:

Don and Sue

I heard from Bernstein Shur this afternoon and they have a couple of changes to the guidance they had yesterday.

On the items from years 2-6, if the town wants to pursue collection through ucc or other means we would need to settle and recommit these years to Sue. Otherwise they would remain on the books and we would collect if offered but would not pursue legal actions.

The board would not have to make a decision on these next week. We can explain this to them, and if they wish to adopt a policy of pursuing action on these delinquent accounts we can come back at a later meeting , settle and recommit these older years. If we have ucc'd any of them they would come off the Collector much like a tax lien. They said they may need to be refiled after 5 years, so you may want to revisit the chipco ones.

Is everyone ok with that, give them some time to think about what they may want to do with these older balances as a matter of policy.

Curt

Sheet2

OVER 6 YEARS									
COMPANY	ACCOUNT	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	2009/2010	DISCHARGE	TOTAL
A C DOCKS HARTLEY TOM	A0000P						\$14.17	\$100.02	\$114.19
D BUZZELL EXCAVATING & LNDSP	D0000P					\$1,530.00	\$1,620.00	\$1,666.50	\$4,816.50
ENGINE WORKS	E7305P					\$255.00	\$270.00		\$525.00
FISHERMANS NET	F0005P				\$80.07	\$80.07	\$84.78		\$244.92
MAINE STREAM CRAFTSMEN INC	M7243P					\$12.20	\$25.74		\$37.94
RAYMOND GAS	R0001P					\$140.97	\$149.27	\$446.56	\$736.80
SEBAGO BOAT WORKS	S0007P						\$83.75		\$83.75
SEBAGO SIGNWORKS INC	S0008P				\$60.74	\$60.74	\$64.31	\$192.40	\$378.19
SOLUTIONS HAIRSTYLING	S0255P	\$124.25	\$165.31	\$67.38	\$73.90	\$73.90	\$78.25	\$350.31	\$933.30
NAME									
CAVANAUGH PATRICK & CHERYL	C6002P				\$96.90	\$96.90	\$92.60		\$286.40
COLLETT LYNN	C3001P	\$39.94	\$84.15	\$98.58	\$109.14	\$102.71	\$100.75		\$535.27
COOPERSMITH MARYANN & WILLIAM	C0285P				\$32.08	\$66.50	\$70.42		\$169.00
COULSTRING JEFFREY & DIANE	C6006P				\$193.80				\$193.80
DEANDRADE LINDA & GEORGE	D0004P			\$227.85	\$237.41	\$237.41	\$231.37	\$1,063.31	\$1,997.35
GILLESPIE JAMES	G0075P				\$90.17	\$90.17	\$95.47		\$275.81
GOUZIE KIM & JOHN	G6006P						\$12.21		\$12.21
HAMILTON GEORGE	H8102P						\$121.85	\$364.52	\$486.37
HIGGINS DAVID & LAURA	H3001P	\$217.44	\$229.08	\$93.00	\$96.90				\$636.42
PARKER ALAN	B0004P				\$12.15				\$12.15
PARKER ALAN	P0004P				\$549.39	\$168.14			\$717.53
LAPPIN ALBERT & DOTTIE	L0004P			\$102.30					\$102.38
MC GEE GEORGE	M7205P					\$135.18	\$137.76	\$623.97	\$896.91
MURRAY MARTHA	M0250P						\$43.20		\$43.20
PARKER ALAN	P0004P						\$178.03	\$1,250.13	\$1,428.16
STILES KEITH & VALERIE	S7070P					\$171.93	\$237.60		\$409.53
WINSLOW LARRY	W8101P						\$246.56	\$1,247.21	\$1,493.77
Total		\$381.63	\$478.54	\$589.11	\$1,632.65	\$3,221.82	\$3,958.09	\$7,304.93	\$17,566.85

Sheet2

DISCHARGE

ARTISAN DECKWORK OF SO MAINE	D0006P	\$75.57							
JDS FIREHOUSE & GRILLE	J9500P	\$130.00							
PARAGON INSTITUTE HEWSON ROGER	P0003P	\$30.89							
PETERSON AUTOMOTIVE	P0008P	87.43							
PLANET SUN TANNING & SPA	P0014P	\$52.17							
TRI-STATE ATM	T0015P	\$79.50							
WHITE PINES/SEBAGO DEVEL	W0008P	\$39.40							
FONTAINE,NANCY & WILLIAM	F0008P	\$140.14							
CREESY BOB & MARY	C7207P	\$135.97							
DAIGLE DIANE	D8105P	\$12.26							
DENEHY LORRAINE	D7203P	\$281.01							
GEROSSIE BOB & SUSAN	G6002P	\$134.24							
HAMILTON GEORGE	H9400P	\$127.13							
HINES DOUG & LAURIE	H0005P	\$112.85							
HOYT JAMES & KRISTEEN SERVETAS	H5114P	\$248.08							
KAESER ED & KELLY	K6002P	\$266.40							
KYLLONEN JACKIE & MIKE	G6008P	\$149.72							
MCGEE GEORGE	C7205P	\$142.08							
ROSADO ORLANDO	R0015P	\$99.90							
TIBBETTS ED & DOROTHY	T0008P	\$62.71							
WOODBREY MARY & PETER	W9404P	\$156.01							

\$2,563.46

GRAND

TOTAL

\$20,130.31



401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742

Appointment of the Office of Tax Collector

Suzanne Carr, pursuant to 30-A MRSA § 2526 (2) we do hereby appoint you as the Tax Collector for the Town of Raymond. Your term expires on June 30, 2016.

Given under our hands on this 17th day of September, 2015.

Mike Reynolds

Teresa Sadak

Joe Bruno

Lawrence Taylor

Sam Gifford



INTEROFFICE MEMORANDUM

TO: TOWN OF RAYMOND BOARD OF ASSESSORS
FROM: CURT LEBEL, ASSESSORS AGENT
SUBJECT: TAX RATE AND COMMITMENT OF FY2016 PROPERTY TAXES
DATE: 9/8/15
CC: DON WILLARD

Dear Board Members,

The assessing office has completed its annual preparation for tax commitment. Property tax appropriations approved by voters or their representatives have increased for this fiscal year which will necessitate an increase in the tax rate over last year's 11.80 rate. Taxable Valuation has increased this year by 4.9 million dollars valuation and comes in at \$1,008,340,200.00

In accordance with Title 36 § 710: "The assessors may assess on the estates such sum above the sum necessary for them to assess, not exceeding 5% thereof as a fractional division renders convenient, and certify that fact to their municipal treasurer". This amount of overage beyond the appropriated sums is known as overlay. Its primary function, as mentioned above is to allow the assessors to select a tax rate which does not create fractional amounts of tax and produces a valuation book which matches the corresponding warrants.

Below, I have selected two potential tax rates which satisfy the requirements above. (12.00 being the minimum rate) I would highly recommend that the Board select one of these rates for the commitment of taxes. I have also computed a fractional rate of 11.97 which yields an overlay similar to that of the past two years. This is less desirable from an assessment and collections standpoint as it creates fractional division within the assessments which cause difficulties in both the assessment and collections of annual taxes and

renders state prescribed reports and forms unusable. The tax difference between the \$11.97 and 12.00 rate is about \$9 on a \$300,000 property.

Along with the FY2016 commitment warrants, the Town will also be conducting a settlement and discharge of outstanding taxes due with outgoing Tax Collector, Don Willard, and appointment of incoming Tax Collector, Suzanne Carr. This process will encompass several steps:

1. A requested discharge of nuisance and uncollectable personal property assessments which fall outside the 6 year statute of limitations mostly from years prior to FY 09/10 and possibly some from later years which have been identified by the outgoing Collector as uncollectable due to insolvency or absence.
2. A Settlement and Discharge of any remaining tax balances outstanding to the outgoing Collector that fall within the 2 year settlement dates prescribed by statute (Being FY2014-2015). Responsibility of balances placed into tax lien transfers to the Town Treasurer and is not included.
3. Appoint a new Tax Collector, Suzanne Carr, who will be sworn in by the Town Clerk after the appointment. (The new collector will appoint deputies as soon as practical, who will be sworn in by the Town Clerk)
4. Assessors will be ask to re-commit FY2014-2015 outstanding balances to the new Collector.
5. We will then proceed with the new FY2015-2016 Warrant to the new Collector.

I will have the necessary Warrants and Certificates prepared for your September 17th meeting and look forward to assisting the Board in the execution of this year's commitment.

Curt Lebel

Assessors Agent

PROPERTY TAX REVENUES

	Preferred Rates		Fractional Rate
TAX RATE	\$ 12.00	\$ 12.10	\$ 11.97
TAXABLE VALUATION	\$ 1,008,340,200.00	\$ 1,008,340,200.00	\$ 1,008,340,200.00
 COUNTY	 \$ 647,964.00	 \$ 647,964.00	 \$ 647,964.00
SCHOOL	\$ 8,523,009.41	\$ 8,523,009.41	\$ 8,523,009.41
TIF AMOUNT	\$ 225,273.54	\$ 227,150.82	\$ 224,710.36
MUNICIPAL	\$ 2,637,242.40	\$ 2,636,572.97	\$ 2,637,443.23
OVERLAY	\$ 66,593.05	\$ 166,219.22	\$ 36,707.07
TOTAL PROPERTY TAX	\$ 12,100,082.40	\$ 12,200,916.42	\$ 12,069,834.07

NON PROPERTY TAX REVENUES USED TO REDUCE MUNICIPAL APPROPRIATION

	\$ 12.00	\$ 12.10	\$ 11.97
HOMESTEAD REIMB	\$ (60,660.00)	\$ (61,165.50)	\$ (60,508.35)
BETE REIMB	\$ (19,671.60)	\$ (19,835.53)	\$ (19,622.42)
STATE REV SHARING	\$ (130,470.00)	\$ (130,470.00)	\$ (130,470.00)
OTHER REVENUES	\$ (1,287,150.00)	\$ (1,287,150.00)	\$ (1,287,150.00)
 MUNICIPAL APPROPRIATION	 \$ 4,135,194.00	 \$ 4,135,194.00	 \$ 4,135,194.00
TOTAL NON TAX REV	\$ (1,497,951.60)	\$ (1,498,621.03)	\$ (1,497,750.77)
TOTAL MUNICIPAL TAX REV	\$ 2,637,242.40	\$ 2,636,572.97	\$ 2,637,443.23

The Board will be asked to select and approve a tax rate at its September 17, 2015 meeting. Upon approval of the rate, the necessary warrants and certificates may be completed for signatures by the board members. I will be available at the meeting to answer any follow up questions the board may have.

Sincerely,

Curt E. Lebel
Assessors Agent

Hi Danielle,

RSU 14 is developing a new strategic plan which is conducted every 5 years. We are reaching out to many groups in the community including our Selectmen in Raymond. Members presenting to the Selectmen may be Sandy Prince, Mike Duffy or Kate Brix (we can get back with you when we know which will speak).

This committee will present a brief PowerPoint that shares the purpose and rationale of a new updated plan and the process we're using. Covered will be strategies we're using to reach out, the importance of various stakeholders' voices and the deliverables at the end of the process....what they "see" and when they'll see it. We will make the survey available for each of the Selectmen.

We thank them for letting us attend and will keep this to 15 minutes.

RSU14 Schools

Our Community ...Our Schools...Our Plan

The Windham/Raymond School District is conducting a planning process to continue moving forward toward our mission of **SUCCESS FOR ALL**.

The RSU14 School Board adopted the district's mission and vision several years ago, and a plan of action was put in place that has been guiding our work since then.

It's time to check in on our progress and to update our strategic plan.



**Please take time to
complete our survey
using one of the
methods listed below.**

Survey can be found on the RSU14 webpage:
Click on the TAKE STRATEGIC SURVEY Button

www.RSU14.org

or....
**Scan the QR
code to take our
survey**



**Paper copies of the survey are
also available at the following
locations:**

- Windham Town Hall
- Windham Public Library
- Raymond Town Hall
- Raymond Public Library

On 4/7/2015 12:51 PM, Matthew Cyr wrote:

Don,

Below is part of the proposal we put together for safe zones. A Council resolution was created and passed therefore making these zones official. Feel free to call me with any questions.

History of Law

New and Amended Public Law of Interest to the Law Enforcement
Community of Maine Chapter 415 – L.D. 670

An Act to Protect Children Using Maine's Athletic Fields and Parks
from Drug Dealers

This law allows a municipality to designate athletic fields, parks, playgrounds or recreational facilities as a "safe zone". Safe zones are treated similar to schools - drug dealing within 1000 feet of them subjects the dealer to an enhanced penalty. In order for a municipality to designate an area a safe zone, it must be an area frequented by minors and conspicuously marked using wording provided by the Commissioner of Public Safety.

Effective September 17, 2005 Enacts 17-A M.R.S.A. §1101 (23) Amends
17-A M.R.S.A. §1105-A (1) (E) Amends 17-A M.R.S.A. §1105-C (1) (E)
Amends 17-A M.R.S.A. §1105-D (1) (D) Enacts 30-A M.R.S.A. § 3253

Title 30-A, section 3253

A municipality may designate an area of the municipality that is frequented by minors as a safe zone under Title 17-A, section 1101, subsection 23. A safe zone designated pursuant to this section must be conspicuously marked by the municipality with an informational sign using wording provided by the Commissioner of Public Safety. [2005, c. 415, §5 (new).]

Title 17-A, section 1101, subsection 23

"Safe zone" means an athletic field, park, playground or recreational facility that is designated as a safe zone by a municipality pursuant to Title 30-A, section 3253. [2005, c. 415, §1 (new).]

Sign text required by the Commissioner of Public Safety.

DRUG-FREE
SAFE ZONE
INCREASED PENALTIES FOR
DRUG CRIMES COMMITTED WITHIN THIS
ZONE
(17-A M.R.S.A. CHAPTER 45)

List of recommended athletic fields, parks, playgrounds and recreational facilities

Town Facilities

- | | |
|----------------------------|---|
| 1. Dundee Park | Presumpscot Rd |
| 2. Gambo Road Complex | Gambo Rd (youth soccer facility - 7 fields) |
| 3. Windham Skate park | Rte 202 |
| 4. Town Hall Playground | School Rd |
| 5. East Windham Playground | East Windham Fire Department |
| 6. Lowell Farm Field | East Windham Fire Department (LL field) |
| 7. Lowell Preserve | Behind East Windham Fire Department (308 acres) |
| 8. Chaffin Pond | Rte 302- driveway before Sherman Williams (123 acres) |
| 9. Otter Brook Sanctuary | Off River Rd (Rocklin Rd) |
| 10. Deer Hollow Sanctuary | Off Mt Hunger Shore Rd (mud pond) |
| 11. Clayman Sanctuary | Rte 302 (on the right) just before Aaskov Plumbing |
| 12. Pine Line Furniture | Rte 302 (the little league field) |

Town Owned Boat landings:

- | | |
|----------------------|---------------------------------|
| 1. Little Sebago | Off Anglers Rd |
| 2. Presumpscot River | Windham Center Rd (Gorham side) |
| 3. Highland Lake | Off Little Duck Pond Rd |

School Facilities:

MANCHESTER:

3 Little league sized feilds
1 playground

Ice Rink

Windham Christian Academy

HIGH SCHOOL COMPLEX

1 softball
5 tennis courts
2 regulation baseball fields
1 track / soccer /football field
4+ practice utility fields

List of proposed public properties to be designated as “Drug Free Zones”:

Town Facilities

- Sheri Gagnon Park, Mill Street
- Tassel Top Park, Roosevelt Trail
- Patricia Avenue Lot (Recreational Open Space), Patricia Avenue
- Files Lot (Recreational Open Space), Farwell Drive (Off Egypt Road)

Town Owned Boat Landings/Beaches:

- Raymond Beach, Roosevelt Trail
- Crescent Beach, Webbs Mills Road

School Facilities:

JORDAN-SMALL MIDDLE SCHOOL

- Baseball Field
- Basketball Court
- Playground
- Community Garden
- Walking Trails

RAYMOND ELEMENTARY SCHOOL

- Recreational Field
- Playground
- Walking Trails

Danielle,

The kiosk will be used to identify the Morgan Meadow area, and the 'Spiegel Trail' in Morgan Meadow. The design will be almost identical to the kiosk at the elementary school (The Frog Pond Trail Kiosk). Only, The RCC will be using all wood for the kiosk. In other words, no asphalt singles, no aluminum siding. Cedar Shake Shingles instead.

Although I believe the town has already approved this (perhaps it was two years ago), the RCC is looking to have the town approve the use of, and installation of this kiosk.

The Morgan Meadow Parking Area, at the Spiegel Trail Head, is just off Egypt Road, near the Raymond/Gray Town Line. That's the location IF&W would like to see used as the site for the kiosk.

Thanks,

Bill

William J Fraser

207 877 1709

All,

Attached, please find the original estimate (from July 2014), and photos of the model used for the Spiegel Trail Kiosk.

The Spiegel Trail Kiosk will be all wood except for the nails & nuts & bolts used to hold it together. In other words, no asphalt shingles, and no aluminum siding (as used on the Frog Pond Kiosk at the elementary school).

No dollar amount was ever discussed (that I know of), by the RSB, as to the amount agreed upon, to be used for the kiosk. As I understand it, this money is coming from interest earned on the Jack Spiegel Trust Fund ... and, as verified by Scott Lindsay (IF&W Biologist - Gray Office), it is one of J. Spiegel's wishes for the use of the money & land, known as Morgan Meadow.

I believe it would be very difficult for anyone to come-in with an estimate, under \$1,000.00. Unless, materials and labor are donated. I've been working to get this project completed for ~two years, and at no point have I had any volunteer offers.

I believe this project will come-in under the amount of \$1K - total cost. So far, I have spent ~\$235.00 on materials & \$200.00 towards the total labor cost.

Feel free to hit me with your concerns/questions.

John, feel free to share any of the project time-line/milestones - to date.

Thanks,

Bill

*William J Fraser
1 Justin Lynn Drive
Raymond
H: 207 692 0376
M: 207 877 1709*





The Anne and Jack Spiegel Fund for Morgan Meadow

On May 20, 2006 at the annual Raymond Town Meeting, it was voted to accept a donation from Anne and Jack Spiegel to form the Anne and Jack Spiegel Fund for Morgan Meadow.

August 9, 2006, the Town of Raymond received a \$25,000 grant from the Anne and Jack Spiegel Fund of the Maine Community Foundation.

The interest income from this fund shall be used to develop and maintain public recreation enhancements on the existing Morgan Meadow property, or to fund the cost of additions to this property that may result from the future purchase of abutting property.

These funds may also be used to educate the public in wildlife and forest management within the bounds of the property.

Expenditures from this fund are to be made only after approval by the Town's governing body and upon recommendation of the Conservation Commission or similar body, as well as approval of improvements by the Maine Department of Inland Fisheries and Wildlife.

As of 06/30/2014, the amount of available interest is \$9808.



Board of Selectmen

Appointment

Appointment of Zoning Board of Appeals

To: Joseph Sousa

Pursuant to 30-A MRSA §2691 we do hereby appoint you as a member of the Zoning Board of Appeals for the Town of Raymond. Your term expires on June 30, 2018.

Given under our hands on this 17th day of September, 2015.

Michael Reynolds, Chairman

Joseph Bruno

Lawrence Taylor

Samuel Gifford

Teresa Sadak



The Town of Raymond Needs Volunteers To Serve on Various Boards and Committees

If you are a Raymond resident and interested in serving on any of the following committees or boards, please fill in the information below and return it to the Town Clerk, who will make sure it gets to the appropriate board or committee chair(s) for consideration and response. Not all committees and boards currently have openings, however, vacancies occur on a regular basis.

- Beautification Committee
- Board of Assessment Review
- Cemetery Committee
- Conservation Commission
- Planning Board
- Raymond Recreation Association
- Recycling Committee
- Tassel Top Park Board of Directors
- Technology Committee
- Veteran's Memorial Committee
- Zoning Board of Appeals

There are many other opportunities to serve your town as an elected official, a member of a community resource organization, an election worker on Election Day, etc. Contact the Town Clerk for more information.

Please complete this form and submit to:

Town Clerk, 401 Webbs Mills Road, Raymond ME 04071

or via fax to (207) 655-3024

or via email to sue.look@raymondmaine.org

Name: Joseph Sousa
Mailing Address: 61 Sloan's Cove Road
Telephone Number: 207-221-0346
Occupation: Employer Support Specialist for the Maine National Guard
E-mail Address: jandmsousa@gmail.com

Boards and/or committees you are interested in (please list in order of preference):

1. Zoning Board of Appeals
2.
3.

Why are you interested in the board(s) and/or committee(s) chosen above?

Community involvement is one of the best ways to feel connected to your community. By the simple gesture of offering your skills and enthusiasm, you will positively impact other lives, as well as your own.

What contributions, benefits, talents, and skills can you bring to the Town of Raymond?

Leadership, professionalism, responsibility, can do attitude, calm under pressure.

What do you feel is the responsibility of the boards and/or committees you chose?

1. To hear and decide appeals of administrative decisions made in implementing the zoning ordinance; and 2. To hear and decide requests for variances from the strict terms of the zoning ordinance. In addition, the ZBA is occasionally called upon to interpret the provisions of the zoning ordinance.

What municipal boards, volunteer organizations, or community service groups/committees have you worked with in the past and for what length of time?

Comprehensive implementation committee for two years.

Will your schedule be flexible enough to allow you to attend meetings on a regular basis?

Yes ☒ No ☐

Thank you for your interest in the Town of Raymond!



Board of Selectmen

Appointment

Appointment of Planning Board

To: Sheila Bourque

Pursuant to 30-A MRSA §2691 we do hereby appoint you as a member of the Planning Board for the Town of Raymond. Your term expires on June 30, 2018.

Given under our hands on this 17th day of September, 2015.

Michael Reynolds, Chairman

Joseph Bruno

Lawrence Taylor

Samuel Gifford

Teresa Sadak



The Town of Raymond Needs Volunteers To Serve on Various Boards and Committees

If you are a Raymond resident and interested in serving on any of the following committees or boards, please fill in the information below and return it to the Town Clerk, who will make sure it gets to the appropriate board or committee chair(s) for consideration and response. Not all committees and boards currently have openings, however, vacancies occur on a regular basis.

- Beautification Committee
- Board of Assessment Review
- Cemetery Committee
- Conservation Commission
- Planning Board
- Raymond Recreation Association
- Recycling Committee
- Tassel Top Park Board of Directors
- Technology Committee
- Veteran's Memorial Committee
- Zoning Board of Appeals

There are many other opportunities to serve your town as an elected official, a member of a community resource organization, an election worker on Election Day, etc. Contact the Town Clerk for more information.

Please complete this form and submit to:

Town Clerk, 401 Webbs Mills Road, Raymond ME 04071

or via fax to (207) 655-3024

or via email to sue.look@raymondmaine.org

Name: Sheila Bourque
Mailing Address: 63 Hancock Road
Telephone Number: 224-475-9198
Occupation: retired
E-mail Address: sbourque@sbcglobal.net

Boards and/or committees you are interested in (please list in order of preference):

1.Planning Board
2. Conservation Commission
3.

Why are you interested in the board(s) and/or committee(s) chosen above?

I have relocated to Raymond after 4 years of splitting time between here and Chicago. As a full time resident I want to be involved in my community. I served on the Planning Board in my former town.

What contributions, benefits, talents, and skills can you bring to the Town of Raymond?

I have a Master's in Public Administration and spent 27 years in state government. My professional career included Director of Strategic Planning, Human Resources Director and the last ten years of my career I was a Chief Information Officer managing a network across three cities that included a 4M dollar budget, 175 staff and the responsibility for processing nearly \$500 million in grants, scholarships & loans. The last few years of my career I consulted for private businesses in areas from human resources, technology, expansion and federal and state regulations.

What do you feel is the responsibility of the boards and/or committees you chose?

To serve in the best long term interests on the entire town. Balancing all sides in an objective manner in accordance with existing comprehensive plans, regulations and appropriate statutes.

What municipal boards, volunteer organizations, or community service groups/committees have you worked with in the past and for what length of time?

Planning Commission, Village of Third Lake, IL 2 years; President, Kirk Players (community theater troupe) 4 years (term ends in August) served as a member of the Board for 25 years; Group is unique as all profits are donated back to the community in the form of grants and scholarships to support the arts & arts programming. Mariner's Cove Community Association, Third Lake, IL, Treasurer, 2 years (private association of 350 homes; responsible for two lakes with boat access, private beach, 2 playgrounds and all common area maintenance);

Crescent Woods Road Association, Secretary, starting my second year. I am currently working with the conserving of the Raymond Community Forest and assisting the CLWA Board temporarily with the vacant Secretary position until Board member returns from a

leave of absence.

Will your schedule be flexible enough to allow you to attend meetings on a regular basis?

Yes ____X____ No _____

Thank you for your interest in the Town of Raymond!

Jim Lewis

7-8-15

will not be available
for the Veterans Committee
for 2015/16

Jim Lewis

All Planning Board Members and associated Town employees

I regret that I will have to resign from the Planning Board. I have sold and closed on my house in Raymond. While I have not yet found another permanent residence, I do not think it is appropriate for me to remain on the Board. I have enjoyed my time on the Raymond Planning Board and will certainly reapply if find a residence in Raymond. I think this Board is one of the most balanced Boards in Raymond and I am proud of the work that we have done. Best of luck in the future.

Steve Linne

Blacksmiths Winery/Fatty Bampkins Cider

GENERAL AGREEMENT FOR SERVICES

This Independent Contractor Agreement (the "Agreement") is made and entered on _____, 2015, by and between the Town of Raymond, Maine (the "Town") and Human Resource Partners (aka Human Resource Partners, LLC), a Maine business corporation (the "Contractor") (collectively referred to as the "Parties" or individually as a "Party").

The Parties agree as follows:

I. SERVICES: The Contractor's performance of work and services shall conform to normally accepted professional standards and must meet expectations of the Town's Board of Selectmen and the Town Manager. Specific services pursuant to this Agreement include the following:

- a) **Position Classification and Pay Study:** Contractor shall assist the Town to determine a cost effective, reasonable, and productive methodology to employ for Raymond's demographics. The Contractor shall provide at least the following services and methodology as outlined in the RFP issued August 2015 (Supplement A):
- b) **Communications Program:** Provide a comprehensive program to keep all involved staff and elected officials informed throughout the entire project.

The Board of Selectmen and Town Manager are dedicated to ensuring that all work conducted on this project is open and transparent to all Town of Raymond employees and the public at large. Therefore, the Consultant must establish a clear and open communications program at the beginning of the project that continues until the project is completed and adopted by the Board of Selectmen.

- a. The measure of this element will be an up-to-date understanding by all Town staff of the processes and work being conducted by the Consultant and the ultimate outcomes anticipated by the Board of Selectmen for this project.
- c) **Development of a comprehensive job classification system:** Develop a new job classification system, taking into account any applicable Federal and State laws and the Town of Raymond's Personnel Policy, especially exempt/non-exempt status.
 - a. The first outcome for this element is to develop a comprehensive job classification system that can accommodate the Town's needs for a flexible, internally and externally equitable, defensible, market sensitive, and easily administered and reactionary system for all current and future jobs for the Town.
 - b. The second outcome of this element will be a job classification system that:
 - i. Establishes career paths for occupations;
 - ii. Provides clear distinctions in different job levels;
 - iii. Promotes internal equity;
 - iv. Establishes performance standards/job qualifications for the creation of any future job classifications;

- v. Assigns classifications to pay ranges that are labor market appropriate;
 - vi. Reviews and makes recommendations on existing job descriptions.
- c. The third outcome of this element will be a Human Resource system that can be used to maintain, enhance, and modify any existing position or classification, and create a new position or classification scheme.
- d) **Development of a formal compensation philosophy with a corresponding competitive compensation system:** Identify appropriate benchmark organizations for comparative compensation analysis; develop a total compensation system (wages plus benefits). The Consultant should offer alternate compensation systems for the Town to review and propose a schedule including a process for periodic system revisions and scale updates as well as a workable management system for an organization not currently possessing designated Human Resources staff.
 - a. The first outcome of this element will be the formulation of a formal compensation philosophy by the Consultant for acceptance by the Board of Selectmen.
 - b. The second outcome shall include the identification and compensation analysis of comparable employers including other towns/cities, school systems, state/county government, and private sector positions in relevant labor markets to guide the Town's future employee salary and benefit decisions in order to facilitate the attraction and retention of high performing staff members while also achieving financial sustainability.
 - c. The third outcome of this element will be an implementable compensation system including wages, salaries, and benefits for all job classifications based upon the proposed compensation philosophy.
 - d. The fourth outcome of this element will be a Human Resource system that can be applied to maintain and enhance the proposed compensation system.
- e) **Development of a comprehensive performance evaluation and merit system:** Develop a performance evaluation system that encompasses the Town's needs and is internally consistent with the proposed job classification and compensation systems.
 - a. The first outcome of this element is a comprehensive performance evaluation and merit system that is internally consistent, defensible, equitable and directly linked to the proposed classification system and includes a hierarchical appeals process.
 - b. The second outcome of this element is a training program for supervisors and managers so that the proposed system can be implemented to evaluate the staff within their departments with appropriate and sufficient documentation.
 - c. The third outcome of this element is a plan to educate Town staff on the proposed performance evaluation and merit system and the personal and professional impacts of that system upon them.
 - d. The fourth outcome of this element will be a Human Resource system that can maintain, enhance, and support the performance evaluation and merit system.

II. DELIVERABLES:

- (1) The Contractor shall provide ten (10) bound copies of a final report including but not limited to:
 - a. Executive Summary
 - b. Outline of compensation philosophy with explanation
 - c. Outline and brief profile of benchmark employers (at least 15). Municipalities selected as comparables should also include an analysis that includes number of employees, overall payroll and benefits expenses as well as benefits summary.
 - d. Proposed compensation system and any variations
 - e. Outline and explanation of performance evaluation system
 - f. Outline and explanation of employee appeal process for proposed evaluation system
 - g. Copy of correspondence to staff including meeting minutes, sign-in sheets...etc.
- (2) The Contractor shall provide digital copies of the report(s) and data in both Word/Excel and PDF.
- (3) The Contractor shall make a presentation to the Board of Selectmen outlining the final report and summary of field research.

III. PERIODIC REVIEW AND APPROVAL REQUIREMENTS: The Contractor shall provide services to the Town pursuant to this Agreement, seeking regular review and approval from the Town between each major phase, and will complete all work within a time period to be agreed upon between parties.

IV. TERM: The Contractor shall provide services to the Town pursuant to this Agreement for a term beginning on _____, 2015, and ending on June 30, 2016 (the "Agreement Term").

V. PERSONNEL: The Contractor shall provide the personnel to provide the services required under this Agreement as provided in its proposal. The Contractor agrees to assign Donald H. Tyler, Jr., as the principle. The Contractor may utilize other staff members in the performance of its duties under this Agreement. Should the Contractor be required to replace any of its lead staff persons, it shall notify the Town and seek its approval of the replacement.

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the Town. The Contractor, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officials or employees of the Town.

The Town shall furnish reasonable administrative assistance and cooperation.

VI. COMPENSATION: For services provided, the Town will pay the Contractor in the amounts described below.

- (1) Communication Program
- (2) Development of a comprehensive job classification system
- (3) Development of a formal compensation philosophy with a corresponding competitive compensation system
- (4) Development of a comprehensive performance evaluation and merit system

Total (Not-To-Exceed) Cost: \$12,500

PAYMENTS: Payments will be dispensed on the following schedule:

1. One-third (1/3) at project commencement;
2. One-third (1/3) at project midway point; and
3. One-third (1/3) final payment upon project completion

Payments will be sent to:

Human Resource Partners, LLC
P.O. Box 372
Auburn, Maine 04212

VII. INSURANCE: The Contractor shall carry and maintain in force comprehensive general liability insurance, and shall name the Town as an additional insured under said policy. The Contractor's liability insurance policy shall provide comprehensive coverage against claims for personal injury, death, property damage, including the negligent loss, damage and/or destruction of valuable papers and Town records and documents. Liability limits shall not be less than \$1,000,000.00 for any and all claims arising out of a single occurrence. To the extent permitted by law, as such insurance provided by the Contractor shall be carried in favor of the municipality and its officers, employees and agents as well as in favor of the Contractor. The Contractor shall not deny liability because of any legal defense or statutory immunity to which the municipality is entitled by reason of being a municipality. All certificates of insurance showing policies covering insurance described herein shall be filed with the municipal officers before the Contractor commences any work. The Contractor also agrees to maintain such insurance at all times during this Agreement, and to provide proof of such insurance upon request.

The Contractor shall also carry Worker's Compensation insurance covering its employees, and provide the Town with proof of such insurance prior to commencing work. The Contractor also agrees to obtain and maintain unemployment insurance for its employees.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

VIII. EXPENSES: Expenses to be borne by Contractor are as follows:

- (1) The Contractor shall bear expenses incurred in maintaining all certifications and Licenses necessary for the Contractor to provide services as stated in Section 1 of this Agreement.
- (2) The Contractor shall furnish materials, tools, and equipment, except as otherwise specified in the RFP deemed by both Parties to satisfactorily perform the services required by this Agreement.
- (3) The Contractor shall furnish all necessary postage for the distribution and collection of survey materials.
- (4) The Contractor shall bear all other expenses incurred in the performance of this Agreement.

IX. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and **not** an employee of the Town. The Contractor is not entitled to any of the benefits provided to the employees of the Town. The Contractor is not subject to, nor shall it derive any benefit from, Town personnel policies regarding employees. The Contractor shall directly pay, from the Contractor's own funds, all state and federal income taxes, social security and Medicaid taxes, unemployment insurance, and all other amounts due to any state or federal authorities on account of the work to be performed by the Contractor under this Agreement. In the event any state or federal agency shall determine that the Contractor is not an independent contractor for payroll withholding purposes, the Town shall be entitled to deduct from amounts otherwise due to the Contractor all state and federal withholding amounts and taxes which may be required by law.

X. WARRANTY: The Contractor warrants:

That it is familiar with all State Statutes, rules, regulations and orders which may in any way affect the services.

- (1) That it will maintain all certifications required through the "Agreement Term".
- (2) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.
- (3) That it is financially solvent, is experienced in and competent to perform the services and is able to furnish the materials, tools and equipment required by Section I, Section II, Section VII and Section VIII of this Agreement.
- (4) That it shall treat and maintain all information, documents, records and other data it obtains during the Agreement Term confidentially as required by law and statute, and shall not share, publish, or otherwise disseminate such information unless authorized by the Town, by law or by legal process.

XI. TERMINATION:

(1) In addition to any and all other rights the Parties may have available according to law, if the Town or the Contractor defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

(2) The Town reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Contractor, whenever the Town, in its sole discretion, determines it to be in the Town's best interests to do so. In the event of a termination under this Section XI.2, the Contractor shall be entitled to receive all compensation earned through the effective date of the termination, as well as an additional payment equal to one-sixth (1/6) of the contract amount, as full and final compensation for all services performed or to have been performed under this Agreement.

(3) The Contractor reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Town, whenever the Contractor, in its sole discretion, determines it to be in the Contractor's best interest to do so. In the event of a termination under this Section XI.3, the Contractor shall be available to provide services through the effective date of termination and shall be entitled to receive all compensation earned through the effective date of termination as full and final compensation for all services performed or to have been performed under this Agreement.

XII. FORCE MAJEURE: Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from doing so by any cause beyond the reasonable control of said Party.

XIII. RETURN OF PROPERTY: All drawings, notes, documents, plans, data and specifications or other material to be developed under this Agreement, in either electronic or hard copy format at the election of the Town, shall become the property of the Town and be promptly delivered to the Town upon the completion of services under this Agreement or sooner upon the Town's written request, or the termination of the Agreement. The Contractor agrees herein that the Town may withhold any final payment(s) due to Contractor until such drawings, notes, documents, plans, data and specifications or other material are delivered to the Town.

XIV. INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the Town, including its officials, representatives and employees, harmless against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death), damages, malfeasance or malpractice, or property

damage arising out of or caused by the performance of services under this Agreement by the Contractor. Contractor further agrees to indemnify and hold the Town harmless from and against any additional cost or expense, including back-up withholding, penalties, interest and insurance premiums, incurred by the Contractor on account of any invalidation of the Contractor's "independent contractor" status by any state or federal office or agency.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges or immunities provided by law. The Contractor agrees that the Town may, at its election, control the defense of any action or claim that is within the scope of the Contractor's responsibility to defend hereunder at Contractor's cost and expense. In any event, the Contractor and the Town agree to cooperate with each other in the defense of any action or claim (whether controlled by the Contractor or the Town) and shall keep each other apprised of all material developments in, and shall consult with each other concerning, any such action or claim. The Contractor shall not admit any liability or settle any such action or claim without first obtaining Town's consent.

XV. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

XVI. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XVII. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

XVIII. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Town and the Contractor.

XIX. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Town:

Town of Raymond
c/o Town Manager
401 Webbs Mills Rd
Raymond, Maine 04071

Contractor:

Human Resource Partners, LLC
P.O. Box 372
Auburn, Maine 04212

Either Party may change such addresses from time to time by providing notice as set forth above.

XX. ALTERNATIVE DISPUTE RESOLUTION: The Parties mutually agree that any dispute over the terms, conditions, application, compliance and/or alleged breach of this Agreement shall be resolved in the following manner, unless both Parties agree in writing to a different method:

Informal Process: The Parties will first attempt to informally meet to discuss any dispute. A party may request that prior to such meeting the complaining Party submit a description of the complaint or concern in writing.

Mediation: The Parties will mutually agree upon a mediator to mediate any dispute. A Party shall make a written request for mediation, and deliver such notice as set forth in Section XIX. Such mediation shall be non-binding, and shall take place within thirty (30) days after the written request is made, or in accordance with the mediator's schedule and availability. The Parties shall provide any information sought by the mediator for this process. If the Parties cannot agree on a mediator, the Parties shall each select a mediator, and those two mediators shall agree upon the mediator. Each side shall bear its own costs of mediation, including attorney's fees, if any.

Arbitration: The Parties will mutually agree upon an arbitrator to mediate any dispute. A Party shall make a written request for arbitration, and deliver such notice as set forth in Section XVII. Such arbitration shall be binding, and the Parties agree any such decision by the arbitrator shall not be subject to appeal or further legal action, except for an action to enforce the decision and any award, which must be filed in the Maine Superior Court. The arbitration shall take place within thirty (30) days after the written request is made, or in accordance with the arbitrator's schedule and availability. The Parties shall provide any information sought by the arbitrator for this process. If the Parties cannot mutually agree on an arbitrator within ten calendar days after notice is received, the Parties shall submit the arbitration to the American Arbitration Association, and the arbitrator shall be selected under AAA rules. Each side shall bear its own costs of arbitration, including attorney's fees, if any.

The Parties may mutually agree in writing signed by both Parties to bypass any of the steps set above, and to extend any deadlines.

XXI. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

THE TOWN OF RAYMOND:

*Town Manager's Signature as Authorized
by the Board of Selectmen on _____, 2015*

DON WILLARD
TOWN MANAGER

HUMAN RESOURCE PARTNERS, LLC:

Authorized Representative

DONALD H. TYLER, JR.
EXECUTIVE VICE PRESIDENT



August 12, 2015

Danielle Loring
Executive Assistant
Town of Raymond
401 Webbs Mills Road
Raymond, ME 04071

Dear Danielle:

We are pleased to present this proposal to conduct a Classification and Total Compensation Study of positions at The Town of Raymond.

We believe Human Resource Partners, LLC is particularly well qualified to perform this project due to our:

- Extensive experience in the public and private sectors, including significant experience throughout Maine, New Hampshire, Massachusetts and Vermont. For more than twenty years, I have completed many consulting assignments in classification and pay studies, performance management programs, retained searches, employee surveys, human resource audits, and other related projects. Studies such as this one have been a particular focus of mine during this period. We are a full-service human resources firm and can assist The Town with any and all of its needs in the challenging environment of managing the human resources function.
- Expertise in the design of tailor-made compensation programs. It is our philosophy to develop all programs and services to meet the specific needs of the client. We are keenly aware of the fact that pay and other human resource systems are quietly but quickly moving from the bureaucratic, hierarchical model to one offering more flexibility and opportunity to reward competencies and performance. Many organizations operating under the old model find they have *distinctions without differences* and this can and does lead to confusion for managers and poor morale among staff. It also discourages growth and limits rewards for performance.
- Fiscal Responsibility: We are committed to making recommendations which are fiscally sound and responsive to the client's short and long term goals and interests.
- Involvement of Senior Level Staff: This project for The Town will be assigned to and managed by only experienced, senior level staff of Human Resource Partners, LLC. I would expect to serve as the Project Manager and be the primary participant in this study for The Town. Other senior level staff of Human Resource Partners, LLC may assume selected project responsibilities, if necessary, to assure timely project completion.
- Methodology: We are committed to and utilize a methodology and process which assumes a primary focus on the important concepts of:
 - Internal Equity
 - Process Equity
 - External Competitiveness

Thank you for the opportunity to submit this proposal, and I look forward to responding to your questions and meeting with you to discuss the project in further detail.

Sincerely,

Donald H. Tyler, Jr.
Principal & Executive Vice President

TOWN OF RAYMOND

**Proposal for Classification & Total
Compensation Study**

AUGUST 12, 2015

Prepared by:

Donald H. Tyler, Jr.
Principal & Executive Vice President
Human Resource Partners, LLC
86 Main St.
PO Box 372
Auburn, Maine 04212-0372
(207) 333-3068
don@mainehrpartners.com

TOWN OF RAYMOND

Classification & Total Compensation Study

Introduction

The design and development of salary administration programs have become increasingly complex over the last several years. A well administered, formally designed, up-to-date compensation program will provide management with the tools to achieve the following objectives:

- To attract and retain competent and effective personnel.
- To provide a systematic means for budgeting and controlling salary expenditures.
- To establish a fair relationship between salary ranges and payment practices in the appropriate geographic and industry markets--to be realistically competitive.
- To comply with Affirmative Action Programs, Americans with Disabilities Act (ADA), and other various laws, regulations and executive orders--in other words, to show a "good faith effort".
- To effectively deal with employees' expectations and concerns for equity.
- To maintain effective communication of compensation policy throughout the organization. Employees should understand the compensation practices and accept specific actions as being reasonable and impartially administered.

Finally, from both the employee's perspective and that of the employer, an effective salary administration program must be **responsive**: salaries should relate to performance, so that individuals who make substantial contributions to the organization's progress are rewarded for their performance.

The program must be **fair**: each employee's pay should be related to the value of the position he or she fills, and as the level of responsibility increases, so should salary opportunity.

The program must be **simple**: the program should be easy to administer and easy for all employees to understand. When employees understand how pay is determined in the organization, a salary program has far greater effectiveness and integrity.

The program must be **competitive**: salary levels in the organization should be competitive with pay for similar jobs in the relevant labor markets. Pay levels in the market are the best indicators of the supply of and demand for employee skills and thus represent the market value of these services; paying employees on this basis will provide reasonable assurance that your salary structure will attract and retain qualified employees and that your salary costs will not get too far out of line with those of your competitors. However, changes in the cost of living (as reflected by the consumer price index) do not necessarily parallel changes in prevailing wage levels and may not be a sound measure of the value of employees' services. Thus, we do not recommend cost of living increases as the sole basis for changing the salary structure or determining individual rates of pay.

When undertaking any compensation project, the intent of Human Resource Partners, LLC is to ensure that all classification and compensation systems are easy to administer and will be flexible to the changing needs of the organization. We will ensure that these systems are communicated properly from early development to final implementation, while always assuring management a maximum return for the dollars being invested in its human resources.

As you will see in the following pages, this type of project is a very systematic process and can be done in segments over time. What you receive at the end is a very internally equitable and externally competitive program that is user friendly and easily understood by employees.

The Process and Proposed Sequence of Events

Phase I: Project Orientation and Employee Participation

We believe the success of a study such as this depends to a large extent on educating/informing all levels of staff of the study process and methodology. Included in our proposal is time to meet with Town officials prior to employee meetings. We propose to conduct orientation meetings for Town employees to provide an overview of the process, project timetable and allow an opportunity for questions. Ongoing progress review meetings will be held with the appropriate officials.

Phase II: Position Analysis/Data Collection

A Position Analysis Questionnaire (PAQ) will be distributed to all Town employees included in the study. The PAQ asks for only relevant, essential data related to position responsibilities and duties, education and experience requirements, working conditions, physical demands, supervisory responsibilities, and internal and external contacts. Management will have an opportunity to review the completed PAQ's and offer relevant comments.

Existing position documentation (provided by the Town) will also be reviewed. PAQ's are optional if the Town's position descriptions are current and accurately reflect the duties and essential functions of each job.

Phase III: Position Evaluation/Internal Equity

Using an easily understood point factor system of job evaluation, Human Resource Partners, LLC will evaluate each of the distinct positions and establish its ranking (grade level) in relation to all other positions studied. Provision is made in the budget for up to thirty (30) position evaluations. The factors typically used to evaluate positions and establish internal equity within the organization are as follows:

- Knowledge/Education
- Experience
- Scope of Activities
- Decision Making
- Accountability
- Internal and External Contacts
- Supervision
- Working Conditions

We recognize that the Town may value other compensable factors and we are prepared to discuss them and incorporate them into the process if deemed appropriate.

Phase IV: Market Surveys, Pay & Employee Benefit Practices (Total Compensation)

A customized salary and employee benefits survey of comparable communities and other relevant public and private sector employers in the market area will be conducted. Other published surveys may also be consulted. Results of the salary survey(s) will be used as a guide in developing competitive salary ranges for these positions. Discussions with Town officials focusing on the concepts of pay philosophy, degree of competitiveness, and available financial resources should occur. Time is budgeted in our proposal to address these important issues.

From these discussions and our analysis of market data, salary ranges will be developed which address the concepts of market competitiveness and internal equity considerations. Various approaches to pay structure design exist and we are prepared to discuss the "pros and cons" of each with you.

A survey of fringe benefit practices will also be conducted and the results incorporated into the final report, including appropriate recommendations.

Phase V: Performance Management

Our approach to performance management involves a consolidation of all performance management documents and processes into one coherent program that will:

- Satisfy legal and regulatory requirements
- Streamline administrative requirements
- Provide a vehicle for communicating meaningful direction to employees on job expectations and performance standards
- Identify gaps between current levels of performance and expected levels, and develop a performance plan that addresses developmental needs
- Support the allocation of salary dollars in an equitable, responsible manner

There are many approaches to the development of a performance management program, ranging from the creation of organization-wide performance standards, as well as position specific standards, to one where seven to ten performance factors are identified and evaluated using quantitative or qualitative measures, including supportive narrative. The best approach would be developed in consultation with Town officials followed by the development of forms and operational procedures to ensure uniformity of application.

Step I: During this phase, we develop a system and the related forms and documents that we believe are most appropriate for the organization. Once they are reviewed and revised, we develop a plan to implement the program that calls for employee participation at all levels. Our goal is to make certain that the organization has a performance management system that meets your specific needs and can be administered in an equitable manner.

Step II: We propose to provide training for the department heads which will include instruction on how to prepare for and conduct performance reviews, set goals, document developmental needs, and how to handle the "difficult or problem employee".

Step III: The final phase involves "rolling out" the new program to employees and using it for a pre-determined period of time. Modifications and refinements may be required and we are prepared to provide whatever help is needed to ensure the program works as intended. Plans such as this need to be assessed for their effectiveness periodically and we are available to assist in this process if desired.

Phase V: Project Report

A final written report will be prepared and presented to appropriate officials and to employees at the conclusion of the study. Our report will describe the methodology used, the findings, and recommended steps to implement the programs. Included in the final report will be:

- Complete report, including Executive Summary
- Job evaluation level of each position

- Salary survey/market data used as a guide in constructing the salary structure, including a list and brief profile of all participants.
- A formalized salary structure, including outline of compensation philosophy with explanation
- Benefit survey results and recommendations
- Guidelines for implementing the programs, including solutions to any problems uncovered during the course of the study
- Copies of the position evaluation plan(s) used to classify all Town positions
- Guidelines to address appeals and requests for re-evaluation
- Copies of correspondence with staff

In addition, we will also provide written guidelines to address the following:

- Placement in ranges at time of hire
- Promotional increases
- Performance increases
- Re-evaluation process and on-going administration of the pay program
- Other relevant guidelines including those required to update the salary program on a regular basis to ensure the salary ranges stay competitive

Human Resource Partners, LLC will provide training to selected Town staff to ensure the ongoing operation and maintenance of the program after implementation.

Estimated Project Schedule for Classification & Total Compensation Study

Week	Activity
1	Planning Meetings with Town officials and orientation meetings with Town employees
1	Submission by the Town of organization chart, annual report, and other relevant materials
1	Distribution of employee Position Analysis Questionnaires (PAQ's)
2 – 3	Completion of PAQ's by employees
4	Preparation and distribution of project surveys
5 – 6	Interviews with employees
7 – 8	Preparation of draft position descriptions
9	Determination of initial position evaluations and grade level recommendations
9	Meeting with Town
10	Analysis of salary survey data and construction of new salary ranges
11	Meeting with Town to review initial evaluations and recommended salary structures
11	Preparation of project report
12	Presentation of final report

PARTIAL CLIENT LIST OF SIMILAR PROJECTS

Portland Museum of Art

Mark Bessire, Director
Elena Murdock, Director of Human Resources
7 Congress Sq. Portland, ME 04101
(207) 775-6148
mbessire@portlandmuseum.org
emurdock@portlandmuseum.org

Town of Danvers

Stephen Delaney, Director of Human Resources
1 Sylvan St. Danvers, MA 01923
(978) 777-0001, ext. 3031
sdelaney@mail.danvers-ma.org

Portland Water District

Joyce Beckley, Director of Employee Services
PO Box 3553 Portland, ME 04104
(207) 774-5961, ext. 3047
jbeckley@pwd.org

Town of Camden (Current Project)

Patricia Finnigan, Town Manager
PO Box 1207 Camden, ME 04843
(207) 236-3353
pfinnigan@camdenmaine.gov

Town of Limerick (Current Project)

Jerilyn Libby, Administrative Associate to the Board of Selectmen
55 Washington St. Limerick, ME 04048
(207) 793-2166, Ext. 7
adminassoc04048@roadrunner.com

Bangor Water District (Current Project)

Kathy Moriarty, General Manager
614 State St. Bangor, ME 04401
(207) 947-4516, ext. 375
moriarty@bangorwater.org

United Way of Greater Portland

Carrie Zeisse, Chief Operating Officer
PO Box 15200 Portland, ME 04112
(207) 874-1000
czeisse@unitedwaygp.org

Town of Lexington

Denise Casey, Human Resources Director
1625 Massachusetts Ave. Lexington, MA 02420
(781) 862-0500, ext. 261
dcasey@lexingtonma.gov

City of Auburn

Deb Grimmig, Human Resources Director
60 Court St. Auburn, ME 04210
(207) 333-6600
dgrimmig@ci.auburn.me.us

Other Municipal Clients from Recent Years

City of Caribou

City of Lewiston

City of Portland

City of Waterville

Town of Falmouth

Town of Farmington

Town of Gorham

Town of Waterboro

DONALD H. TYLER, JR.

PRINCIPAL AND EXECUTIVE VICE PRESIDENT

Donald H. Tyler, Jr. has been a human resources consultant since 1982. Prior to becoming Principal and Executive Vice President of Human Resource Partners, LLC, he was Executive Vice President and Principal of a Portland based human resource consulting firm. Previously he was a Vice President of Olney Associates, a Boston based human resource management consulting firm. Donald has managed projects for many clients throughout Maine, Massachusetts and other New England states, representing the financial, healthcare, manufacturing, higher education, public, and general industry sectors.

Donald brings considerable expertise to Human Resource Partners, LLC in all aspects of human resources management including: the design and implementation of base pay, incentive and executive compensation plans; internal equity studies; salary and benefit surveys; executive search; outplacement; organizational diagnosis; and performance management. He works closely with clients in developing cost effective and responsive pay delivery systems.

Prior to his consulting experience, Donald served as a top human resources executive in the healthcare and banking industries in central and southern Maine.

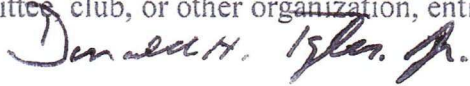
He has been active in community affairs and most recently served as Board President of Pottle Hill, Inc., a non-profit organization serving people with disabilities in Androscoggin and Oxford counties.

Donald holds a Bachelor's degree in Psychology from the University of New Hampshire. He attended the Maine-New Hampshire School of Savings Banking held at Dartmouth College as well as numerous other continuing education seminars and professional development programs. He is a current member of World at Work, formerly the American Compensation Association.

ATTACHMENT 1

CERTIFICATE OF NON-COLLUSION
This Page Must Be Included with Response

The undersigned certifies that under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

_____
Authorized Official:8/12/15
DateCompany/Individual's Name: Human Resource Partners, LLCAuthorized Representative: Donald Tyler
Title: Principal + Executive Vice PresidentAddress: 86 Main Street PO Box 372 Auburn, ME 04212-0372Phone: (207) 333-3068 Email: don@mainehrpartners.comFax: _____ Federal ID: 30-0005453



**Position Classification and Pay Study
Request for Proposals (RFP)
August 2015**

The Town of Raymond is soliciting competitive sealed proposals from qualified and experienced human resources consulting firms to provide professional services to assist in the development of (a) a new job classification system, (b) a formal compensation philosophy, (c) a competitive compensation system, and (d) a performance evaluation and merit pay system for approximately 50 non-union and union employees within the statutory Town Manager form of government as defined under Maine Law Title 30-A MRSA §2636.

Copies of the RFP and related materials may be obtained from the Raymond website (www.raymondmaine.org), at the Town Office located at 401 Webbs Mills Road, or by contacting Danielle Loring, Executive Assistant, at danielle.loring@raymondmaine.org or by phoning 207-655-4742x133.

Questions concerning the RFP must be submitted in writing to Danielle Loring (danielle.loring@raymondmaine.org). Responses/answers will be posted to the town's website and also emailed to all known interested parties.

Responses to this RFP will be accepted until Friday, August 14, 2015, at 2:00pm. It is the sole responsibility of the consultant to ensure that the proposal is received before the submission deadline. Late proposals will not be considered. The Town of Raymond reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the Town.

A. Background Information

1. Community Profile:

The Town of Raymond is located in Cumberland County on the northeastern shore of Sebago Lake in the heart of Maine's Lakes Region. Raymond is bordered by the towns of Windham, Gray, Poland and Casco as well as serving as the mainland connection for the Town of Frye Island via the ferry landing on Raymond Cape. Raymond is approximately twenty miles from both Portland, Maine's largest city, and the second largest population center of Lewiston-Auburn¹.

Raymond is a four season recreational destination with a threefold increase in population from the year round U.S. Census Bureau count of 4436² to approximately 12,000 in the summer. It is a prime location for luxury second homes and more rustic traditional camps, as well as having several large children's

¹ U.S. Census Bureau, 2010 Census of Population and Housing, Population and Housing Unit Counts, CPH-2-21, Maine
U.S. Government Printing Office, Washington, DC, 2012

² *Ibid.*

summer camps. It is estimated that the Sebago Lake region receives 450,000 to 500,000 annual overnight visitors, capturing 2.6% of the State's 17.8 million annual visitors³. Raymond is considered to be one of the top reasons to visit the area, with six pristine lakes and ponds and scenic mountain views within its boundaries attracting many day visitors. The Town has a relatively high median income, ranking 17th out of 522 in the State at \$67,917⁴. The healthy living environment, combined with easy commuting distances to nearby cities and transportation centers, makes Raymond an attractive area for growing families and for doing business.

The Town has an active and diverse business corridor located along Route 302, bordered by expansive and beautiful outdoor public flower gardens and connected by pedestrian friendly sidewalks, which also connect two of the Town's three public beaches and a busy State-owned boat launch on Sebago Lake. Major industries in Raymond include Dielectric Communications, a worldwide leader in telecommunication towers, and premier yacht builders, Sabre Yachts.

In October 2013 and January 2015, Raymond achieved a AAA Standard and Poor's bond rating and was cited as having "a strong management team backed with prudent fiscal policies." The rating report also highlighted the Town's healthy financial reserve level; very strong tax collections; high income and very strong per capita market value of real estate.

2. Organization Profile:

The Town of Raymond has 18 full time employees and various part time and per diem employees. The majority of town employees are not represented by a labor union. A breakdown of positions by department can be found within the Town's FY2015-16 operating budget that was adopted at the 2015 Annual Town Meeting on June 3, 2015, posted online at:

http://www.raymondmaine.org/sites/default/files/webfm/boards_committees/budget/budgets/FY15.16/20150401%20FY2015-16%20Selectmen%20Budget.pdf

The Town currently has seven (7) separate job classifications. These classifications can be found in Article IV of the Personnel Policy and are described below:

- A. **Full Time.** *A full time employee works full time (a minimum of 32 hours per week) and on a continuing and indefinite basis. Most full time employees will be expected to work between 35 and 40 hours per week and will be subjected to additional hours on an as needed basis. He/she is subject to all personnel rules and regulations and receives all benefits and rights as provided by these rules.*
- B. **Regular Part Time.** *An employee in this classification works less than a full work week (less than 32 hours per week), but on a continuing and indefinite basis. He/she is subject to all personnel rules and regulations. Vacation, sick leave and holiday benefits shall be in proportion to the hours worked.*
- C. **On Call Part Time Employees.** *An employee in this classification works less than a full work week (less than 32 hours per week), and only works when called upon. They are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time.*
- D. **Stipend / Part Time Employees.** *An employee in this classification works less than a full work week (less than 32 hours per week), and works enough hours to perform the duties required of him/her and is paid an annual fixed salary. They are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time.*

³ Maine Office of Tourism: Visitor Tracking Research 2011 Calendar Year Annual Report (April 2012)
<https://www.visitmaine.com/resource/visitmaine/vault/application/mainevisitortrackingresearch2011annualreport4-13.pdf>

⁴ United States of America. State of Maine. Office of Policy and Management. *2011 Median Income by Town*. Web. 11 Aug. 2013. <<http://econ.maine.gov/index/build>>.

- E. *Temporary Employees.*** *Temporary employees work on a non-permanent basis, usually within a limited time frame such as seasonal positions. They are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time or seniority, and may be terminated for any reason at any time.*
- F. *Special Appointees.*** *Official positions filled by appointment of the Town Manager and/or Board of Selectmen, but not considered employees for purposes of compensation or benefits.*
- G. *Other Classifications.*** *The Town through its Selectmen and/or Town Manager may, from time to time, by appointment fill other posts and positions, either by voluntary service on certain town boards and committees (such as Planning Board, Board of Appeals, Conservation Commission), by contract or fee for services (such as engineer, auditor, town attorney) and similar. These categories of service are not considered “employment” within the meaning of this policy. Those persons are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time or seniority, and shall serve at the pleasure of the Selectmen and/or Town Manager or, where appropriate, within the limited terms and conditions of any special appointment they may have received, and may be terminated for any reason at any time, except as otherwise provided by law.*

The Board of Selectmen have interest in considering and development of a merit pay system as part of the Scope of Work (Section B) to be performed by the Consultant. The compensation system that has been used for the last several years is an annual Cost of Living Adjustment (COLA) using data from the Northeast Region CPI Urban Wage Earners Annual report. This study should incorporate strategies to promote and boost employee performance levels and morale as well as develop a uniform system across all Town departments for job classification, expectations and the provision of potential career advancement opportunities.

B. Scope of Work

In order to coincide with the Town's annual fiscal budgeting schedule, the “job classification” and “job compensation” elements of this assignment must be completed and accepted by the Board of Selectmen no later than December 1, 2015, for implementation effective July 1, 2016. The “performance evaluation system” component is due by February 1, 2016.

Further, the Board of Selectmen expect the Consultant to make recommendations for a process to maintain and regularly update the program, while recognizing that the Town has no designated Human Resources staff.

The anticipated work for this project has four major elements plus project implementation:

- 1. Communications Program:** Provide a comprehensive program to keep all involved staff and elected officials informed throughout the entire project.

The Board of Selectmen and Town Manager are dedicated to ensuring that all work conducted on this project is open and transparent to all Town of Raymond employees and the public at large. Therefore, the Consultant must establish a clear and open communications program at the beginning of the project that continues until the project is completed and adopted by the Board of Selectmen.

- The measure of this element will be an up-to-date understanding by all Town staff of the

processes and work being conducted by the Consultant and the ultimate outcomes anticipated by the Board of Selectmen for this project.

2. Development of a comprehensive job classification system: Develop a new job classification system, taking into account any applicable Federal and State laws and the Town of Raymond's Personnel Policy, especially exempt/non-exempt status.

- The first outcome for this element is to develop a comprehensive job classification system that can accommodate the Town's needs for a flexible, internally and externally equitable, defensible, market sensitive, and easily administered and reactionary system for all current and future jobs for the Town.
- The second outcome of this element will be a job classification system that:
 - Establishes career paths for occupations;
 - Provides clear distinctions in different job levels;
 - Promotes internal equity;
 - Establishes performance standards/job qualifications for the creation of any future job classifications;
 - Assigns classifications to pay ranges that are labor market appropriate;
 - Reviews and makes recommendations on existing job descriptions.
- The third outcome of this element will be a Human Resource system that can be used to maintain, enhance, and modify any existing position or classification, and create a new position or classification scheme.

3. Development of a formal compensation philosophy with a corresponding competitive compensation system: Identify appropriate benchmark organizations for comparative compensation analysis; develop a total compensation system (wages plus benefits). The Consultant should offer alternate compensation systems for the Town to review and propose a schedule including a process for periodic system revisions and scale updates as well as a workable management system for an organization not currently possessing designated Human Resources staff.

- The first outcome of this element will be the formulation of a formal compensation philosophy by the Consultant for acceptance by the Board of Selectmen.
- The second outcome shall include the identification and compensation analysis of comparable employers including other towns/cities, school systems, state/county government, and private sector positions in relevant labor markets to guide the Town's future employee salary and benefit decisions in order to facilitate the attraction and retention of high performing staff members while also achieving financial sustainability.
- The third outcome of this element will be an implementable compensation system including wages, salaries, and benefits for all job classifications based upon the proposed compensation philosophy.
- The fourth outcome of this element will be a Human Resource system that can be applied to maintain and enhance the proposed compensation system.

4. Development of a comprehensive performance evaluation and merit system: Develop a performance evaluation system that encompasses the Town's needs and is internally consistent with the proposed job classification and compensation systems.

- The first outcome of this element is a comprehensive performance evaluation and merit system that is internally consistent, defensible, equitable and directly linked to the proposed classification system and includes a hierarchical appeals process.
- The second outcome of this element is a training program for supervisors and managers so that the proposed system can be implemented to evaluate the staff within their departments with appropriate and sufficient documentation.
- The third outcome of this element is a plan to educate Town staff on the proposed performance evaluation and merit system and the personal and professional impacts of that system upon them.
- The fourth outcome of this element will be a Human Resource system that can maintain, enhance, and support the performance evaluation and merit system.

C. Town Responsibilities

- The Town will provide the Consultant with current documents used in the current classification and evaluation system including Personnel Policy, job descriptions, evaluation forms and any other materials deemed necessary by the Consultant.
- The Town will provide wage schedules for represented employees for comparison purposes.
- Town staff will promptly review any recommendations for job descriptions provided by the Consultant and give feedback to the Town Manager, who will then advise the Consultant of any potential adjustments (Per B.1).
- The Town can host the Consultant's proposed communication efforts on its intranet (email, shared drive, website, etc).
- The Town will provide the Consultant with potential meeting sites and the capacities and resources available at each location.

D. Deliverables:

- The consultant will provide ten (10) bound copies of the final report including but not limited to:
 - Executive Summary
 - Outline of compensation philosophy with explanation
 - Outline and brief profile of benchmark employers (at least 15). Municipalities selected as comparables should also include an analysis that includes number of employees, overall payroll and benefits expenses as well as benefits summary.
 - Proposed compensation system and any variations
 - Outline and explanation of performance evaluation system
 - Outline and explanation of employee appeal process for proposed evaluation system
 - Copy of correspondence to staff including meeting minutes, sign-in sheets...etc.
- Electronic copies of the report(s) and data in both Word/Excel and PDF.
- The consultant will also make a presentation to the Board of Selectmen outlining the final report.

The ultimate scope of services will be negotiated and modified as necessary with the service provider deemed most qualified. As a cost saving measure, the Town is willing to utilize staff as appropriate for administrative functions of the project.

E. Format and Requirement of Responses:

- A firm, organization, joint venture, or individual (hereafter “proposer”) interested in submitting a proposal in response to this RFP should submit:
 - **One Original** signed paper proposal package marked “Original” and
 - **One USB** containing full proposal, except pricing sheet (Attachment 2).
 - **Separate envelope** containing price proposal (Attachment 2).
- All responses must be made in writing and signed by an authorized agent or representative of the Consultant/Firm making such response.
- All responses will include the name, address, telephone number(s) and email contact information of the authorized person in connection with the response along with information on all others who are authorized to represent the individual, group, organization or entity in connection with the response.
- Proposer must be an Equal Opportunity Employer
- All responses will be accompanied by each of the following:
 - **COVER LETTER:** A cover letter shall be provided which succinctly explains the service provider's interest in the project.
 - **QUALIFICATIONS OF KEY PERSONNEL:** Submit summaries of all staff members who will be involved in completing the scope of services. Please include their individual experience in performing the required and necessary services or functions.
 - **PROPOSER'S REFERENCES:** Provide at least three (3) references for completed projects of similar size and scope, including at least two (2) references for projects completed in the last two years. Include the name of the organization, a brief summary of work performed, and the contact information for the individual responsible for the project.
 - **TOWN'S RESPONSIBILITIES:** Identify all services that are expected to be provided by the Town of Raymond.
 - **NON-COLLUSION CERTIFICATE (ATTACHMENT 1):** Each proposal shall include a completed Certificate of Non-Collusion that is signed by an authorized representative for the firm.
 - **COST & TIME REQUIRED FOR SERVICES:** Each proposal shall include a fee schedule for services and shall include a not-to-exceed amount for the project on the required form in a **separate sealed envelope labeled** “PRICE PROPOSAL” (ATTACHMENT 2) with firm's name clearly marked.
- **ECONOMY OF PRESENTATION:** The Proposer should prepare the proposal simply and economically, providing a straightforward and concise description of the consultant/firm's capabilities to satisfy the conditions and requirements of this RFP. The Town does not desire to receive elaborate bindings, colored displays, or promotional materials unless it specifically enhances the Town's understanding of consultant/firm's proposal. The emphasis should be on completeness and clarity of content.

All responses must be submitted on or before 2:00pm on Friday, August 14, 2015 to:

**Town of Raymond
ATTN: Danielle Loring, Executive Assistant
401 Webbs Mills Road
Raymond, ME 04071**

All materials submitted will become property of the Town of Raymond.

Failure to fully disclose requested information may be grounds for disqualification. This section shall not be interpreted to require information shielded from disclosure by state and federal statutes and/or court order.

F. Consideration of responses:

It is the intent of the town to choose the respondent(s) that best meets its needs, as described in this RFP and as judged by those designated to act on its behalf and its best interests. The Town of Raymond assumes no liability for any costs incurred by those who respond to further requests for interviews, additional information, etc.

Up to the time of the signature of the contract, the town shall have the right in its sole discretion to reject any and all of the proposals, to request re-bids for the work and to waive any defects, time limits or deficiencies in any proposal, and to terminate consideration with or without cause if deemed in the best interest of the town to do so.

All responses will be subject to public review and disclosure by involved Town Staff and the Board of Selectmen, including discussion at public meetings.

All responses will be reviewed by Town Staff for completeness and referred to the Town Manager for consideration to be interviewed by the Selection Committee. After conducting interviews, the Selection Committee will forward their top candidates/recommendations for either a final interview or consideration by the Board of Selectmen along with a recommendation on whether or not to proceed. Said recommendation will be considered as a regular agenda item for the Board of Selectmen meeting, publicly noticed and advertised on the Raymond website (www.raymondmaine.org) and posted in the Town's public posting places.

This RFP does not indicate a commitment by the Town of Raymond to contract for services for administering a position classification pay study. The purpose of this RFP is to allow the Town to explore the viability of obtaining such consulting services. The Town reserves the right to reject any or all responses. If a response is selected for further consideration, the details of any agreement would be negotiated by the Town Manager and/or Board of Selectmen.

Questions regarding public deliberations or the bid process should be directed to Danielle Loring, Executive Assistant, at 207-655-4742 ext 133 or danielle.loring@raymondmaine.org.

G. Amendments to this RFP

The town may revise this RFP by using written addenda. Addenda will be available at the Town Office, posted on the Town's website and emailed to all known proposers.

The town may request additional information if deemed necessary. Failure to provide such information may result in the proposal being considered incomplete. The town reserves the right to be the sole judge of all such criteria.

H. Insurance Certificates

The consultant must be able to provide evidence of the following insurance coverage:

- The consultant will serve in the capacity of an independent consultant in this project and will maintain insurance at least as hereinafter set forth so as to protect it and the town from any and all claims for personal injury and property damage, and for claims under Workers' Compensation, including death arising out of operation of this agreement, for the entire duration of this project.
- A comprehensive general liability insurance policy with the following limits of coverage:
 - Bodily Injury: \$1,000,000 per each occurrence
 - Property Damage: \$400,000 per each occurrence
 - \$1,000,000 aggregate of all claims per each occurrence
- A comprehensive automobile insurance policy with the following limits
 - Bodily Injury: \$1,000,000 per each occurrence
 - Property Damage: \$500,000 per each occurrence
- All of the insurance must be issued by an insurer licensed, authorized and maintaining an office to do business in Maine.

I. Confidentiality

Submissions will be kept confidential until after they have been evaluated. A log will be maintained of submissions received, but submissions will **NOT** be opened publicly.

ATTACHMENT 1***CERTIFICATE OF NON-COLLUSION***
This Page Must Be Included with Response

The undersigned certifies that under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Authorized Official:_____
Date**Company/Individual's Name:** _____**Authorized Representative:** _____
Title: _____

Address: _____

Phone: _____ Email: _____

Fax: _____ Federal ID: _____

ATTACHMENT 2**PRICE PROPOSAL****DO NOT LEAVE BLANKS**

If an item does not apply to your proposal, enter "0"

1. Element 1: Communications Program.....\$ _____
2. Element 2: Development of a comprehensive job classification system.....\$ _____
3. Element 3: Development of a formal compensation philosophy with a corresponding competitive compensation system.....\$ _____
4. Element 4: Development of a comprehensive performance evaluation and merit system.....\$ _____

Additional administration costs.....\$ _____

Total (not-to-exceed) Cost: \$ _____

Required Additional Administrative Support from the Town:

Signature of Authorized Representative

Date: _____

Printed Name and Title

Company: _____



FIRE/RESCUE

1443Roosevelt Trail
Raymond, Maine 04071

Emergency 9-1-1

Chief's Office 655-1187

All Other Business 655-7851

3, September, 2015565

Mr Willard

I am writing to offer information about a recent Selectboard inquiry to research a full time department. We are excited to entertain this idea as we are always looking to improve services to the citizens and visitors of our town, and safety for our members while being cost conscious.

Our current system is much like the majority in the region and what is trending across our nation. To achieve necessary service and staffing levels we are a combination department with a call company supplemented by one full timer Medic/Firefighter per shift and the Chief on as an administrator during weekdays. Volunteerism is in decline for most groups. It is particularly down in our field of practice due to many factors; the biggest is time, risk, changing family dynamics, a persons career expectations, standards in the fire service, increased call volume, all leaving little free time for people to dedicate to the part time profession. Collins, C. (2012). A proud tradition 275 years of the fire service. Retrieved September 4, 2015.

We have three full time medics, two part time who split a full time shift, a part time admin assistant (24Hr) avg week and a full time chief supplementing 26 call members who sign up for on call shifts to protect our community.

Standards, and regulations from NFPA, OSHA, Maine BLS, ISO, dictate and regulate best practices, standard of care doctrine, and absolute needs of the department. These regulate needed staffing for safety of our members, the citizens, provide protection from liability when complied with, and regulate insurance costs for the municipality. The hazards of the job involve increased cancer disease, possible injury, placing their livelihood, family, careers and health at risk.

Per NFPA standard 1720 standard for volunteer and combination department section 4.3.1 "The fire department shall identify minimum staff requirements to ensure that a sufficient number of members are available to operate safely and effectively."4.3.1. (2001). In *NFPA 1720, standard for the deployment of fire suppression operations, emergency medical operations, and special operations to the public by volunteer fire departments* (2001 ed.). Quincy, MA: National Fire Protection Association. OSHA 29 CFR 1910.134 requires two in two out to enter any Immediately Dangerous to Life and Health atmospheres, "IDLH". This includes CO, Smoke, Chemicals, Low O2 levels, etc. A rapid intervention team is required by standards to be on scene. This team must be available quickly and is intended for firefighter rescue

A Paramedic license is now a two year associates degree commitment making it almost impossible for a call member to achieve and keep their skill levels up unless they are going to work full time in the field. Medical calls, because of distance to the hospital often require three people: a driver, a medic, and an EMT to provide care. A cardiac and or respiratory arrest requires six people under current standard of care per Maine EMS. It is called the

pit crew approach and where we do full arrest calls totally on scene for twenty minutes of intense intentions including interosseous infusion, medications therapy, and mechanical basics of resuscitating the patient, all while counseling the family. Auto Crash incidents require two or more medical staff, two fire, one command and several traffic safety personnel minimally. These events occur often. We experience frequent double even tripple incident dispatches for example, we handled a life threatening incident last week which required extra staff to safely handle a seriously ill and very combative patient, a minute or so later we also were also called to handle a vehicle crash with injury on the other side of town and this required seven personnel.

In August in Casco, we handled a working structure fire, and an infant cardiac arrest incident simultaneously. While these calls were in Casco, many mutual aid companies were needed and this could have been Raymond. Mutual aid included Naples, Bridgton, Windham, Gray, Standish, Otisfield, Gorham and Poland for the fire. The medical incident included our medic and driver, a Windham and Standish paramedic to handle. It's what we must do to provide adequate staffing on a busy day.

Some pros to going to a full time department:

- Gives us a dedicated crew with scheduled coverage.
- The Department can dictate higher training levels when hiring.
- Full timers hone their skills more frequently.
- Increased demands for time effect levels of commitment for call members.
- More time to dedicate to inspections, fire preventions and pre-plans.

Some cons for going full time without a call company:

- Costs to provide the same level of service attained currently by our combination department would increase with full time staff, and availability of call members would decline, lessening the ability to cover incidents.
 - If appropriate levels of staffing are not maintained we would become increased users of the mutual aid, similar to how we have been used in the past, until those towns increased staff levles.
 - More full time employees would equal more vacation and sick pay and coverage and benefits packages.
 - Loss of call company would equate to less people to handle the bigger, and multiple events we experience.
- Cost Savings Calculators - Hot Topics - NVFC - NVFC. (n.d.). Retrieved September 4, 2015.*
- Departments which have increased staff have found they have lost call members due to inactivity.

Some of the cost associated with going full time:

- Cost Full Time Vs Call member - a full time employee costs average of \$384 for 24 hours plus the cost for a benefits package. In comparison one on call member on stand by it costs \$60 dollars for a 24 hour shift plus any incident pay for responding on calls which varies greatly per day.
- Our current system places 5 on call members on 12 hour shifts to cover each day and evening for 60 hours of coverage at a stand by rate of \$2.50/ Hour for a total of \$150.00 a day. In comparison, one full timer, at \$16.00 per hour, would give us less than 10 hours of coverage.

While it could be advantageous to have a dedicated full time shift of 5 or more full time staff on each shift, the cost associated would be a huge increase to our budget. We feel we get a great service from the system that we currently have, but realize that this system will always need to be supplemented with full timers and part time employees. As it becomes more difficult to recruit call members, and the average age of call members increases we will need to open the door and find more creative methods of providing adequate coverage.

Thank You

Bruce D Tupper
Chief Raymond Fire and Rescue