



***SELECTMEN'S
MEETING e-PACKET
List of Files
August 17, 2010***

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BOARD OF SELECTMEN

AGENDA

August 17, 2010

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.**
- 2) Minutes of previous meeting July 13, 2010**
- 3) New business.**
 - a) Contract GIS Project update- Dave Sawyer, Windham Assessor**
 - b) Discussion of issues related to management of Raymond Beach- Nathan White, Public Works Director**
 - c) Review of draft agreement between Town of Raymond and IAFF Local 4095, AFL-CIO-CLC-- Fire Chief Denis Morse**
 - d) Minutes of Meetings: Policy Review**
- 4) Public Comment:** This section is to bring attention to any issues or concerns for possible future Board of Selectmen consideration.
- 5) Town Manager Report and Communications.**
 - a) Confirm date for September Selectmen's Meeting- Proposed date: Tuesday, September 14, 2010**
- 6) Selectmen Communications.** This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.
- 7) Fiscal Warrants – Payroll and Appropriation Warrants – August 17, 2010**
- 8) Adjournment.**

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



BOARD OF SELECTMEN AGENDA

August 17, 2010

7:00 p.m.

JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting July 13, 2010
- 3) New business.

a) Contract GIS Project update- Dave Sawyer, Windham Assessor

Mr. Sawyer has submitted a detailed memorandum, dated August 10, 2010, which is attached to the ePacket. In this correspondence, he provides both a brief overview and of a detailed day-by-day break down of work accomplished on the GIS Project. Mr. Sawyer will be making a short presentation at the Selectmen's meeting and will be prepared to answer questions about this contract project in collaboration with and utilizing Windham Town staff. According to the GIS Professional Services Agreement between the towns of Windham and Raymond, the initial term of the agreement shall be July 1, 2010 through June 30, 2011. The contract may be terminated by either party with 60 days notice or immediately at any time with mutual consent. The purpose of the meeting with Mr. Sawyer is to review progress to date and determine whether the arraignment is meeting the Town of Raymond objectives. The Web and Technology Committee has been tracking progress of the work, as have involved Town staff, and are satisfied with the progress made to date. A copy of the entire GIS Professional Services Agreement is enclosed in the ePacket for information.

b) Discussion of issues related to management of Raymond Beach- Nathan White, Public Works Director

Public Works Director, Nathan White, will address the Board of Selectmen regarding ongoing problems related to excess trash, as well as hazardous and health related debris that turned up at Raymond Beach during July. This problem rose to a level sufficient to cause disruption to the long standing Public Works daily maintenance effort to keep the beach clean and sanitary. Additionally, public workers were encountering materials that caused a threat to their health and well-being as the level of debris increased in unusual quantities at a rate not seen in previous seasons. This increase was attributed to the unusually long stretch of hot weather.

On June 29, 2010, the Town received notice from Portland Water District of unhealthy water conditions, with *E. coli* levels elevated by approximately seven fold the recommended Swim-beach Limits. Action was taken by the Town to close the beach temporarily while retesting occurred. After reopening the beach, materials began to appear in greater quantities than in previous years. Such debris included, but were not limited to, household waste, discarded cigarettes, pet and human excrement, condoms, soiled diapers, hypodermic needles and other medical waste, discarded clothing and footwear, as well as broken glass. The potential health conditions at the beach combined with the liability for both users and Town employees was judged to be such that on July 22, 2010 an immediate closure for the remainder of the season was recommended and undertaken by Town staff after consultation with Chair Joe Bruno.

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

Raymond Beach has operated for the past 10 years as an open and “free” beach. Public Port-a-potty facilities are provided, but no provision is now made for trash containers. The Town experimented with trash containers in the park and it resulted in an unmanageable trash dumping problem. Raymond Beach now operates under the policy, as many other public parks do, that users are responsible to carry in and carry out their own waste. Rules are posted at the park advising patrons of this policy. Increasingly, park users have not followed park rules for waste removal. Raymond Beach has become a dumping ground for visitors from both the immediate area and those that travel a great distance to take advantage of the opportunity for a free swim-beach on Sebago Lake. Staff is recommending that a new management plan be implemented for the 2011-12 season that would address the present unsatisfactory conditions. The purpose of the meeting of the Board of Selectmen is to get policy direction prior to formulating a new plan of action. It is the recommendation of staff that a new plan be developed over the fall-winter and that the beach reopened for use next summer.

c) Review of draft agreement between Town of Raymond and IAFF Local 4095, AFL-CIO-CLC-- Fire Chief Denis Morse

Fire Chief Denis Morse and Town Manager Don Willard have been meeting with representatives of the AFL-CIO-CLC Local 4095 over the past eight months to arrive at an initial agreement between the parties. The draft document, attached to the ePacket, represents the summation of those discussions to date. The Fire Chief will briefly highlight the negotiations and the contract language recommendations for Selectmen consideration. No action will be taken at the meeting to ratify this document, but rather give the opportunity to ask questions and provide information. A final contract between the parties will need to be approved at a future meeting and ratified by the members of the Union. Currently, this agreement would govern the Town's work relationship with three employees.

d) “Minutes of Meetings”: Policy Review

The Policy of “Minutes of Meetings” will be reviewed and possibly amended. This policy was enacted on December 19, 2006 and created a guideline for the official meeting minutes and archival records policy. A copy of the current policy is attached to the ePacket

4) Public Comment: This section is to give the public an opportunity to bring attention to any issues or concerns for possible future Board of Selectmen consideration.

5) Town Manager Report and Communications.

a) Confirm date for September Selectmen's Meeting- Proposed Tuesday, September 14, 2010

6) Selectmen Communications. This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.

7) Fiscal Warrants – Payroll and Appropriation Warrants – August 17, 2010

8) Adjournment.

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

BOARD OF SELECTMEN
MINUTES
Tuesday, July 13, 2010
7:00 p.m.
JSMS Broadcast Studio

DRAFT

SELECTMEN'S MEETING

ATTENDANCE: Mike Reynolds, Chairman; Joe Bruno; Lonnie Taylor [7:02]; Charles Leavitt and Dana Desjardins

SELECTMEN ABSENT: None

TOWN STAFF: Don Willard, Town Manager; Danielle Loring, Administrative Assistant; Chris Hanson, Code Enforcement Officer; and Nathan White, Public Works Director.

OTHERS: Betty McDermott and Wayne Holmquist, Raymond Casco Historical Society; Philip Medenbach and Mike D'Arcangelo, residents of Daggett Drive.

1) Call to order. Joe Bruno called the meeting to order at 7:00 pm at the Broadcast Studio.

2) Minutes of previous meetings dated May 11, 2010 and June 15, 2010.

MOTION: Charles Leavitt motioned to approve the Minutes of May 11, 2010. Seconded by Mike Reynolds.

VOTE: Unanimous 4-0

MOTION: Mike Reynolds motioned to approve the Minutes of June 15, 2010. Seconded by Dana Desjardins.

CORRECTION: Charles Leavitt asked that the minutes reflect that when he spoke as a public member rather than a Selectman he congratulated the students who received scholarships and wished to change that to add all those who participated.

VOTE: Unanimous 5-0

3) New business.

- a) Raymond Casco Historical Society – Request for historic Town Office stained glass window – Wayne Holmquist, RCHS Vice President. [7:02]

DISCUSSION: Mr. Holmquist showed An old picture of the window in the town office circa 1912 and previous to early renovations which took the window out of the building. It was stored in the town office attic and became isolated there because of further

renovations over the years. RCHS would like to have it on display in their museum when it is resurrected from the attic during roof repairs.

MOTION: Lonnie Taylor motioned to donate the stain glass window to the Raymond Casco Historical Society. Seconded by Dana Desjardins.

DISCUSSION: Mr. Desjardins asked that if a new town hall were built he would like to have it back to put in that building. Mr. Holmquist said that their policy is changing to allow items to be given back to the original owner. Mr. Leavitt agreed it would be good to have it available for future use in a new town office. Mr. Willard said their plan to date is to preserve it in crating and hold for posterity.

MOTION WITHDRAWN: Lonnie Taylor and Dana Desjardins withdrew their motion.

MOTION: Lonnie Taylor motioned to loan the stain glass window to the RCHS until it can be used in the town hall. Seconded by Dana Desjardins.

DISCUSSION: Mr. Leavitt asked if it would be taken out through the roof. Mr. White said that the retrieval of the window was part of the bid for the work on the roof.

VOTE: Unanimous 5-0

- b) Discussion Oakledge Circle Road Association letter – Town Manager Don Willard [7:13]

DISCUSSION: Mr. Willard reported that he had received a demand letter for road association dues for town acquired lot [Beecher lot]. The Oakledge Circle Road Association President Mike D'Arangelo thanked the town for what they have done to date. He said there was concern about the property values around this lot. Mr. Bruno noted that the town couldn't be forced to pay anything. Mr. D'Arangelo said the road association would be putting a lien on the property for this amount. Mr. Leavitt had concern that the fees were to the past owner, Beecher, and not the current owner, the town. He felt that if a lien were put on the property it would require town legal opinion as to how that affects the ownership of this lot.

- c) Consideration of annual town appointments – Town Clerk Louise Lester [7:21]

DISCUSSION: Mike Reynolds volunteered to be the Selectmen's representative to the Raymond Village Library. Mike Reynolds would also remain on the GPCOG Regional Study Committee. Mr. Desjardins resigned as the Tassel Top and the Veterans Memorial Park Representative. Charles Leavitt volunteered for the Tassel Top position, and Lonnie Taylor for the Veterans Memorial position.

MOTION: Charles Leavitt motioned to approve the submitted appointee list with the changes. Seconded by Lonnie Taylor.

VOTE: Unanimous 5-0

- d) Town of Raymond fiscal 2010/2011 fee schedule for review and approval
– Town Clerk Louise Lester [7:23]

DISCUSSION: Mr. Hansen reviewed the new Code Enforcement fee for a tree removal application within the Shoreland Zone. He said this would allow a record of these requests. Mr. Bruno asked to add the wording Shoreland Zone to the fee schedule. Mr. Hanson reviewed the ordinance concerning this permit.

MOTION: Lonnie Taylor motioned to approve the Fee Schedule for 2010-2011. Charles Leavitt seconded.

VOTE: Unanimous 5-0

Item taken out of agenda order.

- e) Discussion of disposition of Tax Acquired Property. [7:30]

DISCUSSION: Mr. Willard discussed the list of tax acquired properties saying that these were only the ones which had not replied to numerous notices. He recommended to notify the previous owners, and if not paid, to liquidate these properties by sale or keep for town use. Mr. Bruno wanted to know when they became Tax Acquired. Mr. Reynolds wanted to be sure that the owners have been notified, and that they have not been forthcoming with a plan of payment. Mr. Willard assured them that these property owners had been given many notifications or that the town no longer had a good address for them. He added that state statute states that any landowner must assume that if they own land they must pay taxes for it. Mr. Willard believed there would be a 30-day warning letter and then the town would go forward with sale. Mr. Leavitt wanted to know if any of these were in default. Mr. Willard replied all of them. He added that the total amount of taxes owed on this list was about \$55,000. Mr. Willard said that he believed it was possible that there might be at least one property where the people still reside. Mr. Bruno said that Raymond's policy is to help the owners pay their taxes and retain their property.

MOTION: Lonnie Taylor motioned to send 30-day demand letters and go forward toward a sale. Seconded by Mike Reynolds.

VOTE: Unanimous 5-0

- f) Discussion of new state tax deferral law for elderly residents –Chairman Joe Bruno [7:42]

DISCUSSION: Mr. Bruno enumerated the criteria for a deferral: applicant must be not less than 70 years old, have been a resident for not less than 10 years, and have income less than 300% of the poverty level. The town needs to have a town meeting approved ordinance in order to adopt this law. Mr. Reynolds felt that this might be a hardship to the person receiving the property, because they would have to pay the taxes with interest. Mr. Bruno would rather see the base tax rate be paid and any increase be deferred but that is not what the law says. He added this would be a local ordinance and not be involved

with the state; therefore the town would take all the responsibility. Mr. Willard said that he had not received any comment from the public. Mr. Reynolds believes it would be good to have some kind of program to help the elderly and would like to look at it again. Mr. Bruno would like to find the number of people which might be affected by this. He said it would be extra record keeping associated with this. Mr. Desjardins said that some towns give a discount if the taxes are paid on time. Mr. Leavitt asked that it be linked to our website to allow for public comment.

g) Quit Claim Deed for 13 Nancy's Way Map 10, Lot 13B [7:54]

MOTION: Charles Leavitt motioned to approve and sign the Quit Claim Deed for Map 10, Lot 13B. Seconded by Lonnie Taylor.

VOTE: Unanimous 5-0

4) Old (unfinished) business.

a) Further review of Selectmen By-laws and Policies – Board of Selectmen [7:55]

DISCUSSION: Mr. Leavitt said he didn't get any public comment about the formation of our agenda. Mr. Bruno asked to have a public input item on their agenda just before the Town Manager Report and Communications. Mr. Leavitt asked if there was a change to the "complaint to the town manager". Mr. Bruno thought they had decided to have a "resolution by the full board." The chair will do the investigation and report to the full board. Also in order for the public to address the board, it should state that the public could bring it to the board for a future agenda item under section 14. Under Section 8 make the change for public comment. Mr. Leavitt asked to have a typo corrected on page 1 where "are" should be "is" concerning the chairman and vice chairman.

MOTION: Charles Leavitt motioned to adopt the submitted bylaws with the changes noted. Seconded by Lonnie Taylor.

VOTE: Unanimous 5-0

5) Town Manager Report and Communications.

a) Confirm date for August Selectmen's Meeting -- Proposed Tuesday, August 17, 2010 8:17

Confirmed for the third Tuesday in August 8/17/10 at 7:00 pm at the Broadcast Studio.

b) Ecoli outbreak at Raymond Beach.

Mr. Willard said that Portland Water District attempted to notify us of this problem but because the recipient of that email was on vacation we didn't get it until the following week. We now have created a protocol to cover this problem with several people on the list to get noticed. He was surprised that the water cleared very quickly. Mr. Desjardins has concern that the Selectmen didn't know

earlier that there was a problem. He also felt that Portland Water District should have done more to reach us. He didn't want to have this problem happen at our other beaches. Mr. Willard felt that this new protocol should take care of notification. Mr. Bruno had concerned that Raymond Beach might have to be closed because of the way people use the beach. He felt that beach users didn't have any respect for the area or their fellow beach goers. Mr. Leavitt felt this was an agenda item leading to a beach policy. Mr. Willard questioned whether a beach could accrue enough capital from fees to man the area.

c) Gray celebration for the Pennell Institute renovation.

Mr. Willard announced that the Selectmen had been invited to the celebration for the unveiling of the Pennell Institute renovation on July 24, 2010 at 4:00 pm.

d) Agreement with Gray for fire/rescue response.

Mr. Willard asked that the Selectmen sign this agreement.

NOTE: The Selectmen signed the agreement with Gray for fire/rescue response.

6) Selectmen Communications. This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.

a. Mr. Reynolds asked for donations to pay for the new Veterans Memorial Park sign. The total owing is about \$1,200.

b. Mr. Leavitt would like to thank the 3 students who sent thank you notes for their 2010-2011 Raymond scholarships.

c. Mr. Leavitt asked for a priority format for the new GIS work, a priority list, and a progress report. Mr. Willard said that our town attorney thought there should be some changes to the agreement which Windham will do. There is a 3-month bailout if necessary.

7) Fiscal Warrants – Payroll and Appropriation Warrants – July 13, 2010.

MOTION: Lonnie Taylor motioned to approve the Payroll Warrant in the amount of \$34,339.94. Seconded by Charles Leavitt.

VOTE: Unanimous 5-0

MOTION: Lonnie Taylor motioned to approve the 7/13/2010 Treasurer's Warrant in the amount of \$75,518.68. Seconded by Charles Leavitt.

VOTE: Unanimous 5-0

MOTION: Lonnie Taylor motioned to approve the 6/30/2010 Treasurer's Warrant in the amount of \$16,209.53.
VOTE: Unanimous 5-0

DISCUSSION: Mr. Desjardins asked for a hard copy of the fiscal reports. Mr. Bruno inquired how we fiscally ended last year. Mr. Willard said he would see to informing them of that as soon as it was available.

8) Adjournment.

MOTION: Mike Reynolds motioned to adjourn. Seconded by Charles Leavitt.

ADJOURNMENT: Joe Bruno adjourned the meeting at 8:23 pm.



Louise H. Lester
Town Clerk

MEMORANDUM

TO: Don Willard, Town Manager
FROM: David Sawyer, Windham Assessor
SUBJECT: GIS Project Update
DATE: 8/10/2010
CC: Tony Plante, Windham Town Manager; Elisa Trepanier, GIS Technician; Laurie Forbes, Technology Committee; Kevin Woodbrey, Network Administrator

This is an update of the GIS shared services that have occurred since July 1, 2010. Elisa Trepanier, GIS Technician, started working in the Town of Raymond on July 6th and has put in more than 63 hours on Raymond GIS projects. Most of her time has been spent with getting the office set up, updating the street map, and working with Jack Cooper to setup and post process GPS infrastructure points with the cooperation of Laurie Forbes and Kevin Woodbrey. The street map in particular has taken considerable time because several maps have needed to be condensed into one, errors were corrected, and other details such as deleted roads were reviewed and updated.

Below is a list of tasks that were worked on, first in the form of an overview and following that, a detail listing of activities. It appears that this effort has gotten off to a great start. Please feel free to call me at any time for any additional information that you need.

Overview

1. Developed plan of action;
2. Establish workstation and computer access to all required software and equipment under the direction of Technology Director.
3. Updates to GPS unit to initiate data collection;
4. GPS tutorials for ACO (Assistant Code Officer) for roads, culverts and catch basins;
5. Post process collected GPS data;
6. Developed Raymond Street Map 2010 and corresponding grid index; distributed to Fire/Rescue, Public Works, Animal Control, and other town departments;
7. Organize GIS data file structure;
8. Update Master Road List spreadsheet used by other departments; condensed several existing versions into one master spreadsheet;
9. Develop GIS Library on network; downloaded 32 GIS data layers from the Maine Office of GIS and Maine GeoLibrary; customized same to include just Raymond and abutting towns; contacted Portland Water District to obtain current hydrant and waterline data; added Spatial Alternatives project data files to GIS Library;
10. Requested finalized tax map files to begin Phase I of project;
11. Review files and status of Road Management Survey data.

Detail

Project Start Date: Tuesday, July 6, 2010

1. Meet with ACO to develop a plan of action;
2. Review GPS receiver software update status and adjustments to receiver;
3. Develop list of roads requiring GPS data collection;
4. GPS tutorial session with ACO both in the office and hands on road data collection;
5. Review available computer software applications and verify updates:
Applications include: ArcMap 9.2; AutoCAD; Pathfinder Office; Trimble data collector; Microsoft ActiveSync;
6. Run data transfer and differential correction on data collected. Export to .shp file.
Review same with ACO;
7. Discussions with ACO and IT Director;
8. Review of file structure and existing data.

Date: Wednesday, July 7, 2010 (10 hours)

1. Review computer protocol and file structure;
2. Download existing e911 road data from Maine Office of GIS (OGIS);
3. Begin street map edits in ArcMap;
4. Data transfer, differential correction and export/post processing of new road data collected by ACO;
5. Incorporate new data into street map;
6. Download GIS data files from OGIS.

Date: Tuesday, July 13, 2010 (10 hours)

1. Resolve GPS data collector connection issues and Pathfinder Office connection problems and other related computer access problems;
2. Identify road locations relative to new street map grid;
3. Reconfigure drivers;
4. Verify GPS data catalog content;
5. GPS tutorial with ACO regarding culverts and catch basins;
6. Contact Maine Technical Source regarding GPS battery requirements;
7. Edit street map labels.

Date: Wednesday, July 14, 2010 (10 hours)

1. Continue label edits to street map;
2. GPS post processing of newly collected data;
3. Incorporate new line data into street map;
4. Download water body data from OGIS website;
5. Develop major roads .shp file;
6. Post processing of newly collected culvert and road data;
7. GPS tutorial with ACO.
8. Continue street map edits.

Date: Tuesday, July 20, 2010 (10 hours)

1. Identify new road locations relative to street map grid;
2. Start review of culvert data;
3. Discussion with ACO regarding projects and scope of services;
4. Edit culvert data dictionary and load into data collector;
5. Populate road attribute table with private/town/state designations;
6. Update street index with grid coordinates.

Date: Wednesday, July 21, 2010 Windham Office (3 hours)

1. Meeting with David Sawyer regarding Raymond GIS progress;
2. Review GIS Base Map Development Plan by COG 1998;
3. Edit street map index and verify against Addressing Officer's Road List spread sheet;
4. Analyze deleted roads and added roads that may have been omitted in e911 updates;
5. Email correspondence with ACO with data and instructions.

Date: Tuesday, July 27, 2010 (10 hours)

1. Continue edits to Street Map index and proof Master Road list .xls to several other versions;
2. Develop single Master Road list to integrate into street map attribute table;
3. Meeting with Technology Committee Director to discuss progress and scope of work;
4. Discussions with Code Enforcement Officer regarding future maintenance of Master Road list spreadsheet;
5. Update street map attribute table with new data;
6. Proof draft Raymond, Maine 2010 Street Map.

Date: Wednesday, July 28, 2010 (10 hours)

1. Prepare report to David Sawyer regarding Raymond GIS progress for submission to Raymond Board of Selectmen;
2. Incorporate GPS data with attribute table in street map;
3. Sort and organize same;
4. Initiate contact with Portland Water district to obtain updated public water and hydrant GIS data;
5. Build network GIS Library;
6. Download 32 GIS data layers and selections of meta data from OGIS website;
7. Analyze new data and reduce area encompassed from entire State of Maine to just Raymond and abutting towns;
8. Locate and organize older GIS network files and file structure;
9. Finalize Raymond, Maine 2010 Street Map; distribute same to Fire/Rescue, Public Works, and Town Office and submit for publication to website;

Date: Tuesday, August 3, 2010

1. Review and condense GIS Project Update for Selectmen;
2. Merge road data files recently collected;
3. Post process collected data;
4. Discussions with Technology Director regarding progress and GIS tasks;
5. Move all Spatial Alternatives projects and data files into GIS Library, review of same;
6. Received .dwg file from Mike O'Donnell; e-mail correspondence regarding same; requested a final version to begin Phase 1;
7. Review Road Management Survey data and changes that have been attempted in recent years; e-mail correspondence to public works director regarding survey updates.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 11th day of August 2010 by and between the TOWN OF RAYMOND, a body corporate and politic existing under the laws of the State of Maine and located in the County of Cumberland ("Raymond"), and the TOWN OF WINDHAM, a Maine municipal corporation existing under the laws of the State of Maine and located in the County of Cumberland ("Windham").

WHEREAS, Raymond has a need for services relating to its Geographic Information Systems ("GIS"); and

WHEREAS, Windham is willing and able to provide such services subject to the terms and conditions provided below;

NOW, THEREFORE, Raymond and Windham agree as follows:

1. Contract for Services. Raymond, acting by and through its Town Manager and Board of Selectmen, as appropriate, shall contract with the Town of Windham to provide GIS functions subject to the provision in paragraph 3, below.
2. Scope of Services. Windham shall perform such GIS tasks as required by the Raymond Town Manager; for example, updating and improving parcel lines, updating the Raymond street map, updating and printing of tax maps, updating existing data layers, directing and developing new feature layers with Global Positioning System (GPS) data points as needed.
3. Windham as Sole Employer. Employees of the Town of Windham performing work under this agreement shall remain employees of the Town of Windham, and not employees of the Town of Raymond, for all purposes including, without limitation, pay, benefits, payroll taxes, insurance coverage, wage and hour laws, employee discipline, personnel administration and workers' compensation coverage.
4. Raymond Responsibility. Raymond shall provide clear direction to Windham employees performing work under this agreement, and shall periodically review work products to assure that an unambiguous work plan is being specified and implemented. Raymond shall provide office space for Windham's GIS Technician at the Raymond Town Office, complete with desk, chair, telephone, computer and Internet access and related office supplies to use when working in the Town of Raymond. It is also understood that the GIS Technician may perform work on Raymond GIS files while working in Windham, provided hours are accounted for appropriately. Raymond shall provide such additional financial support for mapping, computer systems, printing, mailing and other necessary resources and functions as Raymond shall deem necessary and prudent for the proper administration of the GIS function in its community.

5. Cost. Raymond agrees to pay Windham, on a monthly basis, for professional services in accordance with Attachment A.
6. Indemnification. Windham agrees to indemnify and hold Raymond, its officers, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of actions, and fines are based on or arise out of Windham's negligent acts or negligent omissions.

Raymond agrees to indemnify and hold Windham, its officers, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of actions, and fines are based on or arise out of Raymond's negligent acts or negligent omissions.

This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act.

7. Term & Termination of Agreement. The initial term of this Agreement shall be July 1, 2010 through June 30, 2011, with an initial evaluation of performance under this Agreement after ninety (90) days, after which either party may terminate this Agreement. Thereafter, this Agreement shall automatically renew each year unless either party provides written notification to the other no later than May 1st of its intent to terminate the contract at the conclusion of that contract year. Written notification of any changes in cost or other provisions of the Agreement must be submitted to the other party in writing not later than April 1st of each year. At any time during the term of this contract, either party may terminate this agreement with a 60-day notice or the contract may be terminated at any time by mutual agreement.

8. Notification: Notices under this Agreement shall be sufficient if sent by first class mail or hand delivered as follows:

TO RAYMOND: Town Manager
 Town of Raymond
 401 Webbs Mills Road
 Raymond, ME 04071

TO WINDHAM: Town Manager
 8 School Road
 Windham, ME 04062

9. Default. In the event a party defaults under this Agreement, the other party shall have those remedies available to it at law and in equity; provided it shall first give the defaulting party written notice and a reasonable time to cure.
10. Entire Agreement. This Agreement constitutes the entire agreement between the parties. If any clause, section or provision is held to be invalid or unenforceable, that shall not affect the

entire agreement and the parties agree to meet and negotiate a new clause, section, provision or agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written.

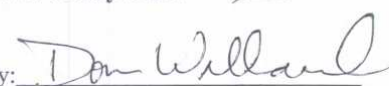
Dated: 8.11.2010

Town of Windham

By: 
Its Town Manager

Dated: 8-10-10

Town of Raymond

By: 
Its Town Manager

"ATTACHMENT A"

The fee for GIS services provided by the Town of Windham shall be \$2,437.50 per month. The number of hours of work will be 65 hours per month. Unless otherwise agreed by the parties in writing, this amount shall be due on or before the 15th day of each calendar month during the term of this Agreement without the need for billing by Windham.

Raymond Beach Event Timeline

Wed., June 29, 2010 3:31 pm 5:15pm	Email from Portland Water District Employee, Katie Brooks, to Code Enforcement Officer, Chris Hanson :Results of testing for Sebago Lake at Raymond Beach. Email from Brooks to Hanson, suggesting closing Raymond Beach
Tues., July 1, 2010	Nate Whalen comes to the Town Office but it is CLOSED for year end financial work--No contact made with Town of Raymond Officials present in the building.
Wed., July 2, 2010	Whalen visits Jack Cooper, Assistant CEO, and discussed high E-coli levels at Raymond Beach, but Whalen never recommended to Cooper closing the beach or discussed the actual result levels from Raymond Beach. Cooper informed Whalen that when the Town Office receives emails, it is unclear which beach is being identified due to the PWD coding for the beaches.
Tues., July 6, 2010 9:00am 10:50am	CEO, Chris Hanson back from vacation and receives emails from Katie Brooks Consults with Town Manager Don Willard Decision made to close Raymond Beach
Wed., July 7, 2010 3:24pm	Email from Katie Brooks to Hanson informing Raymond the E-coli levels have dropped to acceptable levels and the Beach can be reopened.
Fri., July 9, 2010	After Ron Miller's email, at the request of Town Manager, Hanson questions Cooper and Whalen about their discussion of the E-Coli levels for Raymond Beach and confirms that levels were never disclosed or the beach closure recommendation shared.
Thurs., July 15, 2010	Three telephone calls made to Portland Water District: Ron Miller, Paul Hunt and Trustee Louise Douglas. No one has called back as Fri, July 16, 2010.

Agreement

This Agreement is made and entered into by the TOWN OF Raymond (hereinafter referred to as the "TOWN") and the IAFF LOCAL 4095, AFL-CIO-CLC (hereinafter referred to as the "UNION").

Article 1-Recognition

The Town of Raymond hereby recognizes Local 4095, IAFF, AFL-CIO-CLC as the sole and exclusive bargaining agent for all Full-time Firefighters/EMS personnel who are public employees as defined by 26 M.R.S.A. §962(6) excluding the Fire Chief and Assistant Fire Chief.

Article 2 – Checkoff

Section 1 : Upon receipt of a signed authorization from each employee who is a member of the Union, the Town, on each payroll date, shall deduct from each employee's paycheck the union membership dues and benefit premiums. Authorization forms shall be supplied by the Union and shall be satisfactory to the Town. The form signed by each employee shall specify the amount to be deducted by the Town for that employee. An employee may revoke his or her authorization for deductions provided for in this section upon sixty (60) days advanced notice to the Town and the Union. The Town shall remit weekly in a single check to the union at such address as may be directed in writing, the total amount withheld together with a list of employees for whom deductions were made.

Section 2: The Union shall indemnify and save the Town harmless from any and all claims arising out of any instances in which the Town, in reliance on any authorization which shall have been furnished to it under the provisions of this article, has withheld funds and forwarded same to the Union.

Article 3 – Management Rights

The Town retains all rights and authority to manage and direct its employees, except as otherwise specifically provided in this Agreement; and the Town may adopt rules and regulations for the operation of the Department and the conduct of its employees, provided that any such rules and regulations, or changes thereto are posted for ten (10) days prior to becoming effective.

Article 4 – Union Rights

Section 1: UNION BULLETIN BOARDS.

The TOWN agrees to furnish and maintain bulletin boards in suitable and convenient places in each work area to be used by the UNION.

The UNION shall limit its posting of notices and bulletins to such bulletin boards.

Section 2: UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES.

The TOWN agrees that during working hours, on the employer's premises and without loss of pay, UNION representatives shall be allowed to:

- collect UNION dues, initiation fees and assessments;
- post UNION notices;
- attend negotiating meetings;
- transmit communications authorized by the local UNION or its officers to the TOWN; his representative;
- consult with the TOWN, their representatives, local UNION officers or other UNION representatives concerning the enforcement of any provisions of this agreement; and
- distribute UNION literature,

provided that such activities will not interfere with the operation of the department.

Section 3: VISITS BY UNION REPRESENTATIVES.

The TOWN agrees that accredited representatives of the UNION shall have access to the premises of the TOWN at any reasonable times to conduct UNION business, provided that such activity shall not interfere with the operation of the department.

Article 5- Grievance and Arbitration

- Section 1: Every reasonable effort shall be made by the parties to fairly resolve every grievance without resorting to the formal grievance procedure hereinafter set forth. To that end it is the intent of the parties that throughout the course of this agreement there shall be open and honest communication between them. Further, each full-time employee is encouraged, prior to the filing of any formal grievance, to discuss any question, issue or dispute concerning the application, meaning or interpretation of this agreement with his or her immediate supervisor as soon as possible after the question, issue, or dispute arises.
- Section 2: If a grievance has not been informally resolved as above suggested, it may be submitted to the following grievance procedure:
- Section 2.1: Within thirty (30) days after the knowledge of an occurrence or knowledge of such grievance, the aggrieved employee and/or the Union shall, on a form provided by the Union, reduce the grievance to writing, setting forth the aggrieved employee's contention in full, including specific references to all sections of this agreement in dispute, and a proposed resolution, shall date and sign the grievance and shall submit it to the Fire Chief who shall, upon receipt, issue a dated receipt therefore.
- Section 2.2: Within thirty (30) days after receipt of a grievance, the Fire Chief shall meet with the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.3: Within fourteen (14) days after meeting described in Section 2.2, the Fire chief shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Fire Chief to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the aggrieved employee and the Union to proceed as described in the Section 2.4.
- Section 2.4: If not satisfied with the Fire Chief's response to a grievance, the aggrieved employee and/or the Union may, within fourteen (14) days after receipt of the Fire Chief's response, submit the grievance to the Town Manager who shall, upon receipt, issue a dated receipt therefore. The failure of the aggrieved employee and/or the Union to appeal the Fire Chief's response to the Town Manager shall render the grievance resolved in accordance with the Fire Chief's response, which shall be final and binding upon the aggrieved employee and the Union.
- Section 2.5: Within fourteen (14) days after receipt of a grievance, the Town Manager shall meet with the Fire Chief, the aggrieved employee and a representative of the Union to discuss the grievance.

- Section 2.6: Within fourteen (14) days after the meeting described in Section 2.5, the Town Manager shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Town Manager to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the Union to proceed as described in Section 2.7.
- Section 2.7: Any grievance that has been properly and timely processed through the grievance procedure set forth above and has not been settled at the conclusion thereof, may be appealed to arbitration by the Union in accordance with the following procedure: The Union may, within fourteen (14) days, serve on the Town a written notice of its intention to appeal the grievance to arbitration. The failure of the Union to appeal shall render the grievance resolved in accordance with the Town Manager's response.
- Section 2.8: Time spent in grievance meetings with the Fire Chief and Town Manager may occur during an employee's work time provided such meetings are scheduled to minimize interference with the employee's regular duties.
- Section 3: If a grievance is appealed to arbitration, the parties shall attempt, on their own, to agree upon an arbitrator. If they cannot agree within fourteen (14) days, the Union may, within fourteen (14) days submit the matter to the American Arbitration Association for the selection of an arbitrator in accordance with its Rules
- Section 3.1: Arbitration shall be conducted as soon as mutually convenient for the parties after selection of the arbitrator. The arbitrator shall issue a written decision and award within forty five(45) days after the conclusion of the arbitration hearing. The written decision and award of the arbitrator on the merits of any grievance adjudicated within his or her jurisdiction and authority shall be final and binding upon the aggrieved employee, the Union and the Town
- Section 3.2: The arbitrator as the authority to make the grievance whole, but lacks the authority to award punitive damages to the aggrieved employee and or the Union.
- Section 3.3: The expense of arbitration shall be shared equally by the parties involved. Employee witnesses called by the Town shall be reimbursed by the Town for any loss of normal working time. Otherwise, however, time spent in arbitration hearing meetings shall not be considered working or paid time for the aggrieved employee or Union representative involved. To that end, all efforts will be made to schedule such meetings at times other than employee's normal working time.

Article 6 – Seniority

Section 1: DEFINITION

"Seniority" means an employee's length of continuous service with the TOWN since the employee's last date of hire.

Section 2: INITIAL PROBATIONARY PERIOD.

New members of the department shall be added to the seniority list twelve (12) months from their date of employment, unless the Chief either extends their probationary period for an additional three (3) month period or terminates their employment as provided herein.

The TOWN, acting through the Chief, shall have the right to terminate such employees during their probationary period. The Chief's decision to terminate shall not be subject to review either as a disciplinary action or as a grievance. When a probationary employee has satisfactorily completed his probationary period, he shall be added to the seniority list.

Section 3: BREAK IN CONTINUOUS SERVICE.

For the purpose of this article, lay-off or authorized leaves of absence shall not constitute a break in continuous service; however, no benefits shall accrue during such periods, except as otherwise required by law or provided by this agreement.

Section 4: SENIORITY LISTS.

On January 1st of each year, the Chief shall post on the bulletin board, a seniority list showing the continuous service of each employee. A copy of the seniority list will be furnished to the local UNION when it is posted.

Section 5: LAY-OFFS.

In the event it should become necessary to lay off employees for any reason, employees on initial probationary status shall be laid off first and other employees shall be laid off in the inverse order of seniority.

Employees on lay-off shall have the right of first refusal for any *per diem* shift(s) for one (1) year following the original date of lay-off or until the employee is recalled or accepts other employment, whichever occurs first.

Section 6: RECALL.

Employees shall be recalled from lay-off in the inverse order from which they were laid off, provided recall is within one (1) year of the original date of lay-off.

No new employees shall be hired until all employees on lay-off have been given ten (10) calendar days notice to report to work and have failed to do so.

Employees so notified must respond to the Town within two (2) days of their intent to return to work on the date specified for recall; provided that, if any employee has accepted other employment and intends to return to work and must give notice to the other employer and so informs the Town, the date specified for recall shall be extended for the period of notice required by the other employer, not to exceed two (2) weeks.

Article 7- Holidays

Section 1: Holidays Observed

The following holidays shall be observed:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Columbus Day
Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas Day
Plus one (1) Personal/Floating holiday	

- All employees will be paid Holiday pay, this is paid whether working or on days off.
- -"Holiday pay" is 8 hours of regular rate pay.
-If working the holiday then the employee will be paid at a rate of 1.25 times of regular rate. If the shift is an OT shift worked on a holiday, the rate will be 1.75 (time and a half plus the extra quarter).
- Holidays will be observed on the actual date of the holiday.

Article 8- Vacations

Section 1: Accrual

Employees shall accrue vacation time according to the following schedule:

- A. 1 day a month for the first 3 years
 - B. 1.25 days a month after 3 years up to 10 years
 - C. 1.50 days a month after 10 years up to 15 years
 - D. 1.75 days a month after 15 years
- *a day is equal to 8 hrs
* Employees will be allowed to accumulate up to 152 hours

Section 2: PAY OUT.

Accrued, unused and unpaid vacation time shall be paid as part of final pay upon termination of employment, subject to any final withholding by the town; however, employees who voluntarily terminate their employment without notice as required by this AGREEMENT shall forfeit any and all remaining accrued, unused and unpaid vacation time.

Section 3: VACATION SCHEDULING.

Vacation time shall be scheduled consistent with departmental needs. Employees must request to schedule vacation time with their supervisors with as much advance notice as is practical and possible. Vacation time requests may be refused, or rescheduled, at the discretion of the supervisor.

Employees may remain on the overtime list during vacations but may not be forced in; however, employees are responsible for notifying the Chief in writing of their availability for voluntary overtime.

Employees may not be held over on the last shift worked before scheduled vacation days.

Employees may cancel scheduled vacation unless and until that shift has been filled.

Article 9- Leaves

Section 1: SICK LEAVE.

- A. Employees will accrue sick leave at a rate of 8 hours a calendar month. The maximum accrual will be 60 days/480 hours
- B. Sick leave may be granted, with at least two (2) hours notice by the employee, for any of the following reasons:
- Personal illness or injury,
 - Personal medical or dental appointments which cannot be scheduled during other than working hours, or
 - Absence required by serious illness or disability of a member of the employee's immediate family. Immediate is defined as spouse, mother, father, mother-in-law, father-in-law, son, daughter, or other person who has lived in the employee's household to have attained such status.
- C. The Chief may require a certificate from a qualified physician certifying an employee's continued absence from work. A certificate of "fitness to return to work" from a physician may also be required.
- D. Misuse or abuse of sick leave may be cause for disciplinary action and may negatively affect the employee's performance evaluation.
- E. Upon termination of employment, any employee who has five (5) years of continuous employment will be paid one-half regular pay for accumulated sick leave. In the event of an employee's death, the Town will pay accumulated sick leave benefits, as described above, to the employee's family. Employees who fail to provide proper notice of termination shall not be eligible for this benefit.

2. BEREAVEMENT LEAVE.

The purpose of bereavement leave is to attend funerals or memorial services, making arrangements for such services, attending burials, or attending to family as a result of a death. Leave with pay shall be granted to regular full and part-time employees for up to three (3) days, not necessarily consecutively but reasonably proximate to the death, funeral, memorial service, burial, or other similar event, upon the death of a parent, spouse, brother, sister, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law or any other person who has lived in the employee's household. Special consideration may be made by the Chief when exceptional or unusual circumstances are a factor. Leave may be granted at the discretion of the Chief to attend the funeral of a relative (other than those listed above) or friend.

3. JURY DUTY.

Employees will be paid their regular rate of pay to an employee while on jury or witness duty. The employee shall reimburse the TOWN by surrendering all jury pay to the TOWN immediately upon its receipt. It is expected that employees will report to work each day and perform their regular duties during established working hours, except for the time actually engaged in jury service or in transportation to or from the place of jury service.

Any Town designated Holiday falling during the employee's absence due to jury or witness duty shall be paid.

4. FAMILY MEDICAL LEAVE.

A. Under the provisions of the Family and Medical Leave Act of 1993 (FMLA), as amended, and 26 MRSA § 843 et seq., all employees who have been employed for at least twelve (12) months immediately prior to a leave request are entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event of:

1. the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of said child);
2. an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement);
3. a serious health condition of the employee's parent, spouse, minor child, or adult child when the ill person is unable to care for themselves and the employee is needed for such care; or
4. a serious health condition of the employee which results in the employee's inability to perform his or her job.

The following paragraph is an explanation of how the policy would be implemented, but is intended only as an illustration, not as a definitive statement of policy:

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. This twelve (12) month period is defined as a rolling twelve (12) month period measured backward from the date an employee begins an FMLA leave. For example, if an employee has taken eight (8) weeks of FMLA leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. In other words, the number of weeks which an employee has available upon the beginning of an FMLA leave shall be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period immediately prior to the beginning of the current FMLA leave (the Available Leave Weeks).

B. FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs 1 and 2, above, must be taken all at once unless otherwise agreed by the Town. If medically necessary, FMLA leaves due to illness as described in paragraphs 3 and 4, above, may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternate position which better accommodates periods of absence or a part time schedule, provided that the position provides equivalent pay and benefits.

C. Employees shall be required to use accrued, unused vacation and/or sick time for all leave types as part of the twelve (12) week leave requirement. For type 3 or 4 FMLA leave, employees will be required to use accrued sick time before utilizing vacation time.

D. When an employee requests any leave of absence which qualifies as leave under the FMLA, the Town may designate such leave as FMLA upon written notification to the employee.

E. While on FMLA leave, employees may continue to participate in the Town's employee benefit programs in the same manner as employees not on FMLA leave. In the event of unpaid FMLA leave, an employee shall pay to the Town the employee's share of any employee benefits once per month in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a FMLA leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's benefits, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last work day prior to the start of the leave of absence; for example, an employee on leave will not accrue sick or vacation time. At the end of an authorized FMLA leave, an employee will be reinstated to his or her original position or a comparable position.

F. The Town may require medical certification to support a claim for FMLA leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For FMLA leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ the Town may, at its own expense, require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

G. When the need for FMLA leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her FMLA leave

status and intention to return to work. At the expiration of any FMLA leave due to an employee's own illness, the employee must present a written authorization from his/her doctor stating that the employee is ready to return to work.

H. The following procedures shall be followed for an employee to use family medical leave:

1. The employee must submit a Request for FMLA Leave to the Chief. A copy of the request shall be forwarded to the Town Manager's Office. Where possible, the request must be made at least thirty (30) days prior to the effective date of the requested FMLA leave. The Chief must respond to the employee's request within fifteen (15) days of receipt of the request.
2. All requests for FMLA leaves of absence must include the following information to be supplied by the treating medical provider:
 - a. the date on which the serious health condition commenced;
 - b. the probable duration of the condition; and
 - c. the appropriate medical facts within the knowledge of the health care provider regarding the condition.
3. In addition, for purposes of FMLA leave to care for a child, spouse, or parent, the request must give an estimate of the amount of time that the employee is needed to provide such care. For purposes of FMLA leave for an employee's illness, the request must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent FMLA leave or FMLA leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

J. Employees may apply for a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions:

1. Such leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.
2. Maternity disability will be treated in the same manner as a type 4 FMLA leave of absence. The employee is required to exhaust accrued, unused sick and vacation time before taking any unpaid leave. However, maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave, the employee will be reinstated unless business necessities make reinstatement impossible or unreasonable.

3. An employee who uses less than the Available Leave Weeks for type 4 leave for maternity may take additional type 1 FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

K. In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern. The FMLA and FMLA federal regulations issued by the U.S. Department of Labor, and Maine's Family Medical Leave Requirements (26 MRSA § 843 et seq.) contain many limitations and qualifications for entitlement and governance of FMLA leave not stated in these policies. The terms of the FMLA, the FMLA federal regulations, and the Maine Family Medical Leave Requirements are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

Article 10- Disciplinary

Section 1: A Chief Officer shall not discipline any employee who has satisfactorily completed the probationary period, without just cause. In all cases which could result in the suspension or discharge of said employee, the Town will notify the employee of the alleged charges in writing and also offer a pre-determination meeting to provide the employee the opportunity to respond to the charges.

- a) A Chief Officer agrees that, in general, it will follow the principle of progressive discipline for minor offenses. For such minor offenses, the Town shall normally give an oral warning followed by a written warning for subsequent occurrence (s) before administering a suspension and/or discharge. A written record or copy of any such action taken shall be provided to the affected employee and the Union.
- b) Oral warnings shall not remain in effect for a period longer than twelve (12) months, provided that no further discipline had been administered. Similarly, there must be thirty-six (36) consecutive months without further disciplinary action to remove a written warning from an employee's personnel file and five (5) consecutive years without further disciplinary action to remove a suspension from the file.

Article 11- Working hours

Section 1: The work schedule will be a 24 hour shift, being made up of 24 hours on, 24 hours off, 24 hours on, 5 days off. This will have an average of 48 hours a pay week allowing for 6 hours a week in training or similar required matters to be at straight time pay on an eight week cycle as allowed by FLSA..

Section 2: **OVERTIME**

On the occasions when overtime is given out to personnel, it will be done on a rotating seniority list of all eligible personnel for position being filled. For purpose of overtime any time that is spent on an extended shift during a call shall be considered overtime as well as any time designated or agreed to by the Chief.

Article 12- Wages

Section 1: Wages will remain unchanged from the current pay scale set forth by the Town for the first year of this current agreement. Both the Town and the Union agree to meet in the early spring of year 2 of this agreement to discuss wages for the second year of this agreement.

Article 13- Working Conditions

Section 1: To the extent they are not superseded by the provisions of this agreement, the personnel rules of the Town and the rules and regulations of the Fire Department shall continue to apply to all employees covered by this agreement.

Article 14- Health, Dental, and Life Insurance

Section 1: Employees will be eligible to participate in the Town's health, dental, and life group insurance programs. The Town will pay 100% of the cost of individual health insurance coverage. Family health insurance coverage will be paid at a rate of 85% Town, 15% Employee match for eligible employees.

Section 2: Employees eligible to receive family health care benefits but electing not to take advantage of this employee benefit will be eligible to receive one-half the cash value (up to a dollar value of \$3,454 family or \$2,413 two person) of the difference in cost between family plan and single subscriber plan. This benefit will be paid in the form of an increased retirement contribution to qualified programs outlined in this policy or utilized towards the cost of Town sponsored life insurance premiums. In order to take advantage of this benefit, eligible employees are required to show evidence that their spouse and/or family is insured under another family health care benefit plan. Program eligibility will be determined annually and governed by eligibility requirements of the current health care plan. 50% added retirement benefit eligibility will be denied to non-custodial parents

who are not legally required to provide health and/or dental insurance for their child(ren) (6/17/03)

Article 15-Retirement

Section 1: The Town agrees to explore and consider the Maine Public Employees Retirement System. (MPERS). The Town agrees to consider the MPERS Special Benefit Plan 2-N and will allow eligible employees of the Fire Department who elect to participate in this plan to do so should both parties agree to participate. Both the Town and the Union agree that the Town has no retroactive obligations related to its participation in this special benefit plan and that the Town's cost shall not exceed five (5) percent. Employees who elect to participate in MPERS shall no longer be eligible for a five percent match in the Town's 457 plan.

Article 16- Duration

- Section 1: This contract shall be effective from July 1, 2010 through June 30, 2013.
- Section 2: The execution of this contract shall serve as the required one hundred twenty(120) day notice to negotiate a successor agreement. In order to effectuate the negotiation of a successor agreement in a timely fashion, the parties shall meet to agree upon ground rules and exchange initial proposals not later than the first full week of _____ in _____.
- Section 3: In the event that collective bargaining pursuant to M.R.S.A. title 26 shall not have been successfully completed prior to the expiration date of this contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a successor agreement has been negotiated and ratified.
- Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed by their duly authorized representatives as of the dates written below.

Date: _____

Date: _____

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 4095, AFL-CIO-CLC
TOWN OF RAYMOND

Union Representative

Town Manager

TOWN OF RAYMOND
POLICY
MINUTES OF MEETINGS

As of December 19, 2006 the Raymond Board of Selectmen voted to create the policy that the video/DVD recordings of the meetings would be the official records of those meetings and any written records/minutes would be supplemental to those videos/DVD's. Any research into the record of a meeting would come from the video/DVD's of that meeting. Copies of the videos/DVD's would be available at the Town Clerk's Office for a nominal fee upon written request.

Reference: Robert's Rules of Order Newly Revised 10th Edition, page 451§48