



**SELECTMEN'S
MEETING e-Packet
List of Files
June 15, 2010**

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**BOARD OF SELECTMEN
AGENDA**

Tuesday, June 15, 2010

7:00 p.m.

JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meetings dated May 11, 2010 and May 18, 2010.
- 3) New business.
 - a) Election of chairman and vice chairman of the Board of Selectmen for the 2010/2011 fiscal year – Board of Selectmen
 - b) Presentation of Certificate of Community Appreciation – Raymond Elementary School Principal Norma Richard
 - c) Consideration of Peddler's License for a hot dog cart at the Auto Bath of Raymond – Cheryl Talbot / 200 Lyman Street, Westbrook
 - d) Viola Avenue parking concerns – Gary St. Pierre / 19 Viola Avenue
 - e) Interview/appointment consideration representative to the Regional Comprehensive Plan project – Jim Stephenson
 - f) Consideration of supplemental / abatement requests– Contract Assessor Michael O'Donnell
 - g) Discussion of Cumberland County patrol boat pilot project Memorandum of Understanding – Fire Chief Denis Morse
 - h) Bid award Town Office Roof project – Public Works Director Nathan White
 - i) Consideration of GIS contract with Windham – Town Manager Don Willard
 - j) Health insurance non-renewal Maine School Management Association (MSMA) – Selectman Mike Reynolds
- 4) Old (unfinished) business.
 - a) none
- 5) Town Manager Report and Communications.
 - a) Confirm date for July Selectmen's Meeting -- Proposed Tuesday, July 13, 2010
 - b) Public Safety communication from Town of Gray

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

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 – June 15, 2010.

8) Adjournment.

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

*Board of Selectmen Agenda
June 15, 2010*

Page 2 of 2



BOARD OF SELECTMEN AGENDA SUMMARY

Tuesday, June 15, 2010

7:00 p.m.

JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.**
- 2) Minutes of previous meetings dated May 11, 2010 and May 18, 2010.**
- 3) New business.**

a) Election of chairman and vice chairman of the Board of Selectmen for the 2010/2011 fiscal year – Board of Selectmen

Each year the Selectmen elect a new chairman and vice chairman at their first meeting following annual town meeting. The chairman of the Board of Selectmen consults with the town manager on a weekly basis regarding items for inclusion on the Selectmen agenda as well as coordinates requests for agenda items and other public business from the members of the Board of Selectmen, and occasionally the public at large. The chairman presides over Selectmen meetings, represents the town and board as the chief elected official of the community, and attends to various ceremonial functions throughout the year as required.

The vice chairman fills all the same roles in the chairman's absence. On rare occasions, and at the direction of the chairman, the vice chair may preside over a meeting if the chairman has a conflict of interest or other circumstance arises that would prevent the chairman from serving in this capacity.

b) Presentation of Certificate of Community Appreciation – Raymond Elementary School Principal Norma Richard

The Board of Selectmen will be presenting a Certificate of Community Appreciation to long-serving Raymond Elementary School Principal Norma Richard in recognition for her dedication to our community and the improvement of educational opportunities for Raymond children. Ms. Richard served the school and town for 13 years in this capacity and will be sincerely missed.

c) Consideration of Peddler's License for a hot dog cart at the Auto Bath of Raymond – Cheryl Talbot / 200 Lyman Street, Westbrook

Cheryl Talbot, of 200 Lyman Street, Westbrook, has applied for a Peddler's license to operate a hot dog cart at the Auto Bath car wash in Raymond. A copy of Ms. Talbot's license application is enclosed in the e-packet, providing additional information regarding this intended business use. Code Enforcement Officer Chris Hanson has reviewed the details supplied in her application, and written a letter of his findings which is attached.

d) Viola Avenue parking concerns – Gary St. Pierre / 19 Viola Avenue

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

Mr. St. Pierre has had an ongoing concern with respect to on-street parking by an adjacent neighbor on Viola Avenue. He will be addressing the Selectmen on the possibility of enacting parking regulations and/or taking other actions in an effort to address his issues over access to his property and vehicular safety on Viola Avenue. Viola Avenue is unique among Raymond roads, in that it services an active commercial gravel pit operation owned by R.N. Wiley & Sons Excavation Inc. of Casco. There are no other active gravel operations in Raymond served by public roads.

There are no-parking zones within Raymond currently, that include: Mill Street, from Main Street to Conifer Cove Road; Route 302 along Raymond Beach, from Wharf Road to Deep Cove Road; Raymond Cape Road, from approximately ¼ mile north of Anderson Road to Wawenock Road.

Enactment of local traffic regulations, including no-parking zones, is aggravated by the fact that the Cumberland County Sheriff's office does not enforce such regulations unless part of a contract deputy package. This leaves enforcement to local constables which has presented a challenge in the past.

e) Interview/appointment consideration representative to the Regional Comprehensive Plan project – Jim Stephenson

Former Comprehensive Plan Implementation Committee (CPIC) member Jim Stephenson has volunteered to serve the town in the capacity of representative to the Regional Comprehensive Plan project. This project, initiated by the Greater Portland Council of Governments (GPCOG) seeks to promote collaborative planning among the communities of the Lakes Region as a community planning pilot project, that if successful may be utilized in other areas of Maine. Mr. Stephenson's application materials are attached to the e-packet and he has been invited to attend the meeting for an interview.

f) Consideration of supplemental / abatement requests– Contract Assessor Michael O'Donnell

Contract Assessor Michael O'Donnell has supplemental and abatement requests for review and consideration. Mr. O'Donnell will be attending the meeting to discuss these requests.

g) Discussion of Cumberland County patrol boat pilot project Memorandum of Understanding – Fire Chief Denis Morse

Fire Chief Denis Morse will be presenting a Memorandum of Understanding (MOU) between Cumberland County and the Town of Raymond, which was approved on Monday, June 7, 2010 by the Cumberland County Commissioners. This enables county and town participation in the pilot project to provide limited law enforcement and boating safety patrol services on Sebago Lake, utilizing Raymond's Fire/Rescue boat. Details of the proposed arrangement are contained within the MOU. Town staff recommends approval of this agreement.

h) Bid award Town Office Roof project – Public Works Director Nathan White

Attached to the e-packet is a copy of the bid minutes, which tabulates the bids received for the Town Office roof project. Public Works Director Nathan White will

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be attending the meeting to present a recommendation for bid award to the apparent low bidder of Mansir Roofing of Gardiner, Maine.

i) Consideration of GIS contract with Windham – Town Manager Don Willard

Recently the town's Technology Committee met with representatives of the Town of Windham to explore the possibility of sharing Geographic Information System (GIS) services staffing with that town. This proposed contract would provide the town with the technical support to begin making progress again on Raymond's GIS database and applications.

The GIS initiative goes back several years and was originally developed in-house by Network Administrator Kevin Woodbrey, with assistance from then GIS operator Elisa Trepanier. Ms. Trepanier subsequently took a job in a similar capacity with the Town of Windham. Due to budget constraints and the desire to focus on core services, the GIS position was not refilled, and only essential assessing related updates have been made to Raymond's maps. The opportunity to work with Windham is the most cost effective way to begin to make Raymond's GIS system active again. Compared to hiring a qualified town employee to perform this work, or in the alternative a private sector contractor, sharing a portion of a Windham town employee is an attractive option. In the same way as any other contract, at the conclusion of the update work, Raymond could then opt to maintain the database internally with existing staff trained by the contractor. It may be that additional technical expertise will be necessary and smaller contracts and/or special projects could also be done in cooperation with Windham, avoiding a fixed permanent or full-time employee position, if this model is successful.

This is a pilot program for Windham and if it proves to be advantageous to both Windham and Raymond, they may offer the service to other surrounding communities. Presently \$40,106,90 exists in the TIF reserve account that could be utilized for this TIF qualified expenditure. The proposal from Windham, as recommended by the Web and Technology Committee, calls for 15 hours per week at an annual expenditure of \$29,250. Progress on the GIS work will be monitored and managed by the Web and Technology Committee, Network Administrator, and Town Manager. The proposed outline of work and associated costs is attached to the e-packet. The Web and Technology Committee and town staff recommend approval of the arrangement.

j) Health insurance non-renewal Maine School Management Association (MSMA) – Selectman Mike Reynolds

Selectman Mike Reynolds will discuss the recent non-renewal of the town health insurance by the MSMA due to an organizational decision to restructure their insurance offerings. Town staff has obtained premium quotations from private sector providers, as well as the Maine Municipal Association, for one-year health plan coverage until a formal RFP can be prepared, and bids solicited for ongoing coverage. An outline of the health care program presently in place at RSU #14 is enclosed in the spreadsheet for comparison purposes. Detailed information is attached to the e-packet.

4) Old (unfinished) business.

a) none

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

5) Town Manager Report and Communications.

a) Confirm date for July Selectmen's Meeting -- Proposed Tuesday, July 13, 2010

b) Public Safety communication from Town of Gray

The Town Manager will read a letter recently received from the Town of Gray, declining Raymond's offer to negotiate terms for a contract for primary, full-service Public Safety support for the area of Gray accessible from Route 85.

The town has historically provided coverage of this area of Gray with no remuneration. Due to the cost to Raymond of answering the significant number of service calls, and assuming legal liability for such services, 'free' service is no longer possible. Communications related to this issue are included in the e-packet.

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7) Fiscal Warrants – Payroll and Appropriation Warrants – June 15, 2010.

8) Adjournment.

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



Code Enforcement Office
401 Webbs Mills Road
Raymond, Maine 04071

☎ 207.655.4742 x42
📠 207.655.3024
chris.hanson@raymondmaine.org

June 11, 2010

Dear Don Willard and The Board of Selectman,

I have reviewed the peddlers application for Cheryl Talbot for a Hot Dog Cart located at the AutoWash, Map 055, Lot 23A . This application meets the provisions of the Peddlers Ordinance Adopted 5/21/94. I recommend issuing this application permit and license.

Sincerely,

Chris Hanson
Code Officer

Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071
207-655-4742

Date of Application: 5/21, 2010

Applicant Name: Cheryl Taubot

Address: 200 Lyman St

Westbrook Maine 04092

Email Address: Baysidepm@yahoo.com

Phone Number: 939-3745

Description: weight 125 eye color brown hair Blonde

Address where business is to be located: Auto bath of Raymond

Map _____ Lot _____

Owner of Property: Drew Taylor

Nature of business and goods to be sold: Hot dog cart - food

Beverages

Name of Address of Employer: Westbrook School dept Cafeteria

Hot dog Cart - self employed

(Please include proof of employment.)

Length of time license is desired: 3 months

Description of vehicle or stand: Tow behind Hot dog cart

Names of at least 2 reliable property owners who will certify as to the applicant's good character and business responsibility.

Name: Jamie Smith Address/Phone: 79 Rankin Rd 590-1126

Name: Beverly Preston Address/Phone: 14 Lamb St. 854-1139
Westbrook

I have/have not been convicted of any crime, misdemeanor, or violation of any municipal ordinance. If you, the nature of the offense and the punishment or penalty thereof:

N/A

FEE: \$500.00

Signature of applicant: Cheryl Gallot Date: 5/21/10, 2010

NOTE: Signed letter of intent and permission from property owner must be attached.

NOTE: Proof of insurance must be attached.

NOTE: Photo ID of applicant must be attached.

Limiting conditions:

Issued by the Town of Raymond on:

Town Clerk

Town Manager

Attorney
Secretary

MAINE
WHERE AMERICA'S DAY BEGINS

DRIVER'S LICENSE

TALBOT
CHERYLL
20 LYMAN ST
WESTBROOK, ME 04092

EXPIRES
02/26/2012

ISSUED
11/06/2006

BIRTH DATE
[REDACTED]

WEIGHT
110

SEX
F

HAIR
BD


EYES
BR

HEIGHT
50

CLASS C

REST.

Cheryl Talbot



ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 5/20/2010		
PRODUCER (207) 774-6257 FAX: (207) 774-2994 Clark Insurance 2385 Congress Street P O Box 3543 Portland ME 04104				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Cheryl Talbot 200 Lyman Street Westbrook ME 04092				INSURERS AFFORDING COVERAGE INSURER A: Peerless Insurance INSURER B: INSURER C: INSURER D: INSURER E:		
				NAIC # 24198		
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TBD	5/20/2010	5/20/2011	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
		OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Town of Raymond is named as additional insured per written contract						
CERTIFICATE HOLDER Town of Raymond Raymond, ME 04071				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Johanna Kerry/BJCK		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

5/20/10

I Drew Taylor
owner of Auto Bath
of Raymond give
permission to Cheryl
Talbot to run
and operate a
hot dog stand for
the summer of
2010.

Any questions
feel free to
contact me @
207-749-2580

Drew Taylor

CHERYL L. TALBOT
200 LYMAN ST. PH. 207-854-4180
WESTBROOK, ME 04092

52-7445/2112
0240595697

1246

DATE 5/24/10

PAY TO THE
ORDER OF

Town of Raymond \$500.00
five hundred and 00/100 -

DOLLARS



Security Features
Included
Details on Back.

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Banknorth

MEMO

Cheryl Talbot MP

1246

Re: Parking problems in front of my driveway at 19 viola ave ...

Subject: Re: Parking problems in front of my driveway at 19 viola ave in Raymond Maine
From: Don Willard <don.willard@raymondmaine.org>
Date: Sat, 15 May 2010 18:43:10 -0400
To: Michael Reynolds <mike_reynolds@maine.rr.com>
CC: 'Cindy St Pierre' <stpierreca04071@yahoo.com>, 'Joe Bruno' <jbruno@communityrx.com>, Lonnie Taylor <LTAYLOR@IDS.TC>, 'Charles Leavitt' <leavittcharles@gmail.com>, Lillie Collins <lillie.collins@raymondmaine.org>

Good evening Mike,

I have put this issue in the agenda queue for the June 15th BOS meeting and will have Lillie make a copy for Dana ASAP. Would you like me to invite Mr. Varney as well in order to understand why he feels he needs to park equipment adjacent and into the roadway?

Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

Michael Reynolds wrote:

Thanks for your note. We will look into this and have a discussion about it at our Selectboard meeting on June 15th. Please plan on attending this meeting to help us understand the issue.

Mike Reynolds

PS Don, could you print a copy of this and put it in Dana's Box.
Thanks, Mike

-----Original Message-----

From: Cindy St Pierre [mailto:stpierreca04071@yahoo.com] Sent: Friday, May 14, 2010 6:52 PM
To: [Mike reynolds@maine.rr.com](mailto:mike_reynolds@maine.rr.com)
Cc: don.willard@raymondmaine.org
Subject: Parking problems in front of my driveway at 19 viola ave in Raymond Maine

Mr Reynolds per our phone conversation of May 13, 2010. My neighbor across the street from my residence, has been making it exceedingly difficult for my family to enter and exit my driveway, for a long period of time. He has several pieces of construction equipment, frequently leaving them stacked in back of each other, left sitting out on the road pavement. Creating a hazard for my family and traffic using Viola Ave. Our Town Manager, Don Willard has worked very hard on this problem, and has even seen the situation for himself. Please feel free to talk to Mr Willard about this issue. Dana Desjarden's has also seen for himself, the situation. Please feel free to talk with Mr Desjarden's. Mr Reynold's if you can help in any way it would be appreciated. Last year I talked with Mr Willard, Mr Desjarden's and Mr Bruno about the same situation. This year it has gotten much worse. Thank-You and all, for your time, in looking into this matter.

**TOWN OF RAYMOND
TRAFFIC ORDINANCE**
Adopted 1998
Amended May 2, 2000

Art. I. In General, §§ 1-10

Art. II. Traffic-Control Devices, §§ 11-12

Art. III. Specific Street Regulations, §§ 13-14

Art. IV. Stopping, Standing, Parking, §§ 15-19

Art. V. Pedestrians, § 20

Art. VI. Vehicle Weight Restrictions, §§ 21-25

ARTICLE I. IN GENERAL

Sec. 1. Purpose and Authority

The purpose of this Ordinance is to regulate traffic in Raymond. It is enacted pursuant to 30-A M.R.S.A. § 3009.

Sec. 2. Definitions.

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Undefined words shall be given their common and ordinary meaning.

All-day parking shall mean the occupancy of a parking stall by a vehicle between the hours of 8:00 a.m. and 5:00 p.m.

Emergency vehicle shall mean vehicles of the fire department, police department, ambulance and other vehicles of municipal departments or public service corporations which are designated by the commissioner of public safety as emergency vehicles.

Motorcycle shall mean an open vehicle with one (1) front wheel and one (1) or two (2) rear wheels.

Motor vehicle shall mean any vehicle which is self-propelled.

Law enforcement officer includes any member of the Cumberland County Sheriff's Department or the Maine State Police.

Restricted parking areas shall mean those areas in which no parking or limited parking is allowed.

Vehicle shall mean any device in or on which a person or thing may be conveyed from one (1) place to another along a way.

Sec. 3. Enforcement.

Authorized law enforcement officers shall enforce this ordinance and shall regulate the flow of traffic on all public ways. When necessary to meet an emergency situation in the interest of the health, safety or general welfare of the residents of the town, a law enforcement officer may temporarily suspend any provision of this ordinance. He or she may restrict and divert vehicular and pedestrian traffic, and he or she may restrict or regulate parking.

Sec. 4. Obedience to law enforcement officers.

All persons shall comply with any order of a law enforcement officer authorized by this ordinance.

Sec. 5. Obedience to ordinance.

The operator of any vehicle shall obey this ordinance unless otherwise directed by a law enforcement officer.

Sec. 6. Push carts and animals subject to regulations.

Any person propelling a push cart, riding an animal, or driving an animal-drawn vehicle on a public way is subject to the provisions of this ordinance which are applicable to the driver of any vehicle, except those which by their nature cannot apply.

Sec. 7. Public vehicles subject to regulations.

This ordinance also applies to all public vehicles and their drivers.

Sec. 8. Authority to remove vehicles.

When a vehicle is left unattended or disabled on a public way in such a manner as to obstruct traffic, and the owner or operator fails to remove it immediately, a law enforcement officer may order it removed to the nearest garage or other safe place at the expense of the owner.

Sec. 9. Parking penalty.

A person who parks a motor vehicle in violation of Article IV, Section 15 will be subject to a civil forfeiture of one hundred dollars (\$100.00), plus attorneys' fees and costs.

Any person who parks a motor vehicle in violation of Article IV Section 18 will be subject to a civil forfeiture as set forth in Title 30A M.R.S.A., Section 3009, Subsection 1, paragraph D, plus attorneys' fees and costs.

Any person may waive court action by paying the civil forfeiture pursuant to the paragraph below. Except for violation of Article IV, Section 18 and not forgiving towing charges under Section 19, the civil forfeiture amount shall be twenty dollars (\$20.00).

Payments for all violations must be made at the Town Office. The treasurer shall give the violator a receipt for each payment and shall send a copy of it to the Town Treasurer. If payment is not made at the Town Office within seven (7) days after the notice of violation, the penalty provided by Article I, section 10 shall be imposed.

Sec. 10. General penalty.

Except where specifically indicated, a person who violates this ordinance shall be punished by a civil forfeiture of not more than one hundred dollars (\$100.00), plus attorneys' fees and costs.

ARTICLE II. TRAFFIC-CONTROL DEVICES

Sec. 11. Installation and maintenance of traffic signs.

The public works department shall place and maintain all traffic signs authorized by the municipal officers and this ordinance.

Sec. 12. Official traffic signs required.

Any provision of this ordinance for which signs are required may not be enforced if at the time and place of the alleged violation an official traffic sign is not properly positioned and sufficiently legible to be seen and read by an ordinarily observant person, or the person on whom the ordinance is to be enforced know of the existence of this sign.

ARTICLE III. SPECIFIC STREET REGULATIONS

Sec. 13. Designation of crosswalks.

Crosswalks are established at the approximate locations as designated by the Municipal officers and are on file in the Town Clerk's Office.

Sec. 14. Crosswalk signs.

Crosswalk signs must be placed on all designated crosswalks.

ARTICLE IV. STOPPING, STANDING, PARKING

Sec. 15. Rules governing stopping and parking.

The following rules govern the stopping and parking of vehicles:

- (1) *Prohibited in certain places.* Except in compliance with a statute or with this ordinance, a

person shall not stop or park a vehicle on any public way in any of the following places:

- a. On a sidewalk.
 - b. In front of a public or private driveway.
 - c. Within an intersection.
 - d. Within seven (7) feet of a fire hydrant, except as otherwise designated by a law enforcement officer.
 - e. On a crosswalk.
 - f. Alongside or opposite any excavation or obstruction when stopping or parking would obstruct traffic.
 - g. On the roadway side of any vehicle stopped or parked at the edge or curb of a public way.
 - h. On any bridge or other elevated structure.
 - i. At any place where official signs or yellow curbing indicates a restricted, no-stopping or no-parking area.
 - j. Within twenty (20) feet of a marked crosswalk.
 - k. Within twenty (20) feet of the near corner of the curbs at an intersection unless otherwise designated.
- (2) *Not to obstruct traffic.* A person shall not park any vehicle on a public way so as to leave available less than ten (10) feet of the width of the roadway for free movement of vehicular traffic.
- (3) *Oversize vehicles.* A driver of a vehicle having an overall length of twenty (20) feet or more shall not stop or park diagonally on any public way, but may park parallel with the curb, where parallel parking is permitted, for not more than thirty (30) minutes.
- (4) *Parking for certain purposes prohibited.* A person shall not park a vehicle on any public way for the principal purpose of washing, lubricating or displaying it for sale, or repairing it, except for changing tires or making other emergency repairs.
- (5) *Owner liable.* A person shall not allow any vehicle registered in his name to be parked on any public way in violation of this ordinance.
- (6) *Temporary parking restrictions.* When a law enforcement officer believes circumstances require it, he or she may temporarily prohibit the parking of vehicles at the entrance to any place of public assembly, or any other place, and install signs so indicating. This restriction

remains effective until the need for it no longer exists. A person shall not park a vehicle in an area in which parking is temporarily prohibited.

(7) *Interfering with snow removal.* A person shall not park a vehicle at any time on any public way so as to interfere with the snow plowing or removal of snow from it by the town. A law enforcement officer may cause to be removed any such vehicle and place it in a suitable parking space, at the expense of the owner. For the purpose of facilitating snow removal, the road commissioner may place temporary signs along any public way from which the snow is about to be removed, indicating that parking a vehicle is prohibited. A person shall not park a vehicle within the area indicated by the signs.

(8) *Interfering with parking ban.* A person shall not park a vehicle at any time on any public way in violation of a winter parking ban promulgated by the road commissioner.

A winter parking ban shall be declared and reduced to writing at least six hours prior to its starting time. It shall also be communicated to representatives of the communications media at least six hours prior to its starting time.

(9) *Abandoned Vehicle.* For the purposes of this section, a vehicle parked or stopped on any public way, private way, or which a law enforcement officer has determined has not been moved within a seven (7) day period, may be ordered removed by a law enforcement officer, and placed in a suitable location at the expense of the owner, after reasonable attempts have been made by the law enforcement officer to contact the owner or operator.

(10) *Obstructing Certain Ways.* A person shall not park a vehicle on any public way, private way, alley, fire lane, bridge, private drive or private road, in such a way as to obstruct any other public way, private way, alley, fire lane, bridge, private drive or private road, unless in the case of a private drive or private road the person has permission of the owner of the private drive or private road. A law enforcement officer, at the vehicle owner's expense, may order the immediate removal of said vehicle.

Sec. 16. No Parking areas .

The following areas are designated as no parking areas:

The portion of Route 302 between the intersection of Route 302 and the east end of Maine Street and the intersection of Route 302 and the west end of Main Street including the traveled way, paved shoulders and gravel shoulders.

Sec. 17. No-parking signs.

No-parking signs must be placed in no-parking areas in such a manner as to be seen and understood by an ordinarily observant person. In the case of a missing sign, enforcement may take place against a person who knew of the existence of the sign.

Sec. 18. Handicapped parking.

A person shall not park a vehicle in a parking stall on a public way or a town-owned public parking lot specifically designated by the municipal officers to be used for "Handicapped Parking Only," unless the vehicle is equipped with a special designating plate or placard issued by the secretary of state under the provisions of Title 29A M.R.S.A., Section 521.

Sec. 19. Parking Violations - Towing.

- (1) *Purpose.* The purpose of these sections is to improve the enforcement of the Raymond parking ordinances and to discourage habitual violators.
- (2) *Definitions.* The following words and terms as used in these sections shall have the meanings ascribed thereto, unless the context otherwise indicates:
 - A. *TOWING LIST* means a list maintained by a law enforcement agency containing the names of those wreckers approved by the Town to respond to requests for the towing of vehicles made by a law enforcement officer.
 - B. *WRECKER* means a person engaged in the business of, or offering the services of, a vehicle wrecker or towing service, whereby motor vehicles are or may be towed or otherwise moved from one place to another by the use of a motor vehicle adapted to and designated for that purpose.
 - C. *WAIVER CHARGES OR CHARGES* means the fees a violator may pay to waive court action plus all expenses the Town of Raymond incurs specifically enumerated in this ordinance or State law to collect fees or fines, including but not limited to certified mail fees.
- (3) *Towing.* A law enforcement officer is authorized, subject to the requirements of these Sections, to remove by use of a wrecker, and impound any vehicle found in a handicapped parking area, and is authorized to take whatever action is reasonably necessary to carry out the provisions of these sections.
- (4) *Procedure for Towing and Impoundment.* A law enforcement officer ordering towing and impoundment of a vehicle under these sections shall, at the time of such towing and impounding, or within a reasonable time thereafter, notify the dispatcher of the storage location of the vehicle. Such information shall be recorded by the dispatcher for use by the law enforcement officer and the Town. The Town shall notify the owner or operator by certified mail, return receipt requested, of the towing and impoundment of the vehicle within five (5) business days of the towing and impoundment thereof, the storage location of such vehicle, and the requirements of release as set forth in subsection 5. This section shall not apply where an impounded vehicle has been released within the five (5) day period.
- (5) *Release of Vehicles.* The vehicle shall not be released until:

- A. The individual requesting the release presents satisfactory evidence of his/her right to possession and signs a receipt therefore; and,
 - B. The Town certifies that all civil forfeitures or waiver fees described in this ordinance, including the fees for towing and impoundment have been paid; or,
 - C. Upon the certification by the Town that the owner or operator is unable to pay accumulated civil forfeitures or waiver charges by reason of poverty, having provided satisfactory proof of such status, and that such owner or operator has accepted a summons initiating a court proceeding to determine his/her liability for the alleged violations.
- (6) *Towing Conditions.* Once a law enforcement officer has ordered towing, one (1) of three (3) following possibilities exist:
- A. If the towing truck is en route to the scene but has not yet arrived, and the owner or operator has arrived, or if they arrive approximately the same time, then the owner or operator must pay the wrecker, on arrival, in the amount of one-half ($\frac{1}{2}$) of the towing charge and must pay to the wrecker, to be turned over to the Town, all civil forfeitures or waiver charges to effect the on-the-scene release of the vehicle.
 - B. If the wrecker has secured the vehicle before the owner or operator arrives, the owner or operator must pay the wrecker, on arrival, all the towing charges and must pay the wrecker, to be turned over to the Town, all civil forfeitures or waiver charges to effect the on-the-scene release of the vehicle.
 - C. If the vehicle is actually towed away for impoundment, the vehicle owner or operator must pay the wrecker all towing and storage charges and must pay the wrecker, to be turned over to the Town, all civil forfeitures and waiver charges, in order to gain release of the vehicle
- (7) *Interference with Enforcement.* It shall be a violation of these sections for any person to obstruct or attempt to prevent the removal of a vehicle as provided in these sections. The penalty for such violation shall not be less than fifty (\$50) dollars nor more than one-thousand (\$1,000) dollars.
- (8) *Hearings.* The owner or operator of a towed and impounded vehicle may request a hearing on the applicability of these sections to the towing and impoundment. Such hearing shall be scheduled at the earliest possible date and be conducted by the Municipal officers.

ARTICLE V. PEDESTRIANS

Sec. 20. Right-of-way at crosswalks.

Where traffic-control signals are not in place or in operation, the operator of a vehicle shall yield the right-of-way to a pedestrian crossing a public way within any marked crosswalk or at any

intersection protected by a stop sign. When any vehicle is stopped at a crosswalk or intersection to permit a pedestrian to cross, the driver of any other vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

ARTICLE VI. VEHICLE WEIGHT RESTRICTIONS

Sec. 21. Purpose and Authority.

The purpose of this ordinance is to prevent damage to town ways and bridges in the Town of Raymond which may be caused by vehicles of excessive weight, to lessen safety hazards and the risk of injury to the traveling public, to extend the life expectancy of town ways and bridges, and to reduce the public expense of their maintenance and repair.

This portion of the ordinance is adopted pursuant to 30-A M.R.S.A. 3009 and 29-A M.R.S.A. 2395 and 2388.

Sec. 22. Definitions.

The definitions contained in Title 29-A M.R.S.A. shall govern the construction of words contained in this Article. Any words not defined therein shall be given their common and ordinary meaning.

Sec. 23. Restrictions and Notices.

The municipal officers may, either permanently or seasonally, impose such restrictions on the gross registered weight of vehicles as may, in their judgment, be necessary to protect the traveling public and prevent abuse of the highways, and designate the town ways and bridges to which restrictions shall apply.

Whenever notice has been posted as provided herein, no person may thereafter operate any vehicle with a gross registered weight in excess of the restriction during any applicable time period on any way or bridge so posted unless otherwise exempt as provided herein.

The notice shall contain, at a minimum, the following information: the name of the way or bridge, the gross registered weight limit, the time period during which the restriction applies, the date on which the notice was posted, and the signatures of the road commissioner or municipal officers.

The notice shall be conspicuously posted at each end of the restricted portion of the way or bridge in a location clearly visible from the travelway. Whenever a restriction expires or is lifted, the notices shall be removed wherever posted. Whenever a restriction is revised or extended, existing notices shall be removed and replaced with new notices.

No person may remove, obscure or otherwise tamper with any notice so posted except as provided herein.

Sec. 24. Exemptions.

The following vehicles are exempt from this ordinance:

- (a) any two-axle vehicle while delivering home heating fuel;
- (b) any vehicle while engaged in highway maintenance or repair under the direction of the State or Town;
- (c) any emergency vehicle (such as firefighting apparatus or ambulances) while responding to an emergency;
- (d) any school transportation vehicle while transporting students;
- (e) any public utility vehicle while providing emergency service or repairs; and
- (f) any vehicle whose owner or operator holds a valid permit from the municipal officers as provided herein.
- (g) any vehicle engaged in solid waste pick-up or recycling.

Sec. 25. Permits.

The owner or operator of any vehicle not otherwise exempt as provided herein may apply in writing to the municipal officers for a permit to operate on a posted way or bridge notwithstanding the restriction. The municipal officers may issue a permit only upon all of the following findings:

- (a) no other route is reasonably available to the applicant;
- (b) it is a matter of economic necessity and not mere convenience that the applicant use the way or bridge;
- (c) the applicant has tendered cash, a bond or other suitable security running to the Town in an amount sufficient, in their judgment, to repair any damage to the way or bridge which may reasonably result from the applicant's use of same; and
- (d) the applicant's use cannot reasonably be expected to create or aggravate a safety hazard or cause substantial damage. In making this finding, the municipal officers shall consider the cumulative effects of the permits issued to the date of the application.

Re: regional comp plan

Subject: Re: regional comp plan

From: Don Willard <don.willard@raymondmaine.org>

Date: Thu, 27 May 2010 09:41:18 -0400

To: drjimstephenson@gmail.com, Louise Lester <louise.lester@raymondmaine.org>, Lillie Collins <lillie.collins@raymondmaine.org>

Thanks Jim,

Once the form is completed please send it to Louise and we can get you scheduled for appointment by the BOS.

Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

Jim Stephenson, DVM wrote:

Thanks, Don.

I spoke with Louise this morning and will go onto the web site to get the volunteer form.

Jim

-----Original Message-----

From: Don Willard <don.willard@raymondmaine.org>

Date: Tue, 25 May 2010 20:19:37 To: Jim Stephenson,

DVM<drjimstephenson@gmail.com>; Louise Lester<louise.lester@raymondmaine.org>;

Neal Allen<nallen@gpcog.org>

Subject: Re: regional comp plan

Good evening Jim,

It is still available. I do know Louise has been advertising the position, but I do not know if there have been any other applicants. I tend to think no and have copied Louise, so she can confirm this for us.

As far as discussing the position, I would be happy to do that at your convenience and have also copied GPCOG Executive Director Neal Allen as he is heading this effort up and may be able to send you some material directly.

Thank you for your interest.

Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

Jim Stephenson, DVM wrote:

Hi Don,

How is your spring coming along?!

I have been following the regional comp plan endeavor and if that position is still open I would like to discuss what is involved.

Thanks.

Leslie J. (Jim) Stephenson, DVM

Candidate, District 103 Representative

38 Cearwater Dr., PO Box 882

Raymond, ME 04071

(207) 831-8328

drjimstephenson@gmail.com <<mailto:drjimstephenson@gmail.com>>

<http://facebook.com/StephensonforMaine>

[<http://facebook.com/StephensonforMaine>](http://facebook.com/StephensonforMaine)

Don Willard <don.willard@raymondmaine.org>

Town Manager

Town of Raymond

Fax to: 207 655 3024



Louise Lester,

From Jim Stephenson

**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. The Board of Selectmen will consider all applications and make decisions for filling a number of positions over the next few weeks and over the next year. Not all committees and boards currently have openings, however, vacancies occur on a regular basis.

Listing of Boards and Committees:

- Appeals Board
- Cable TV Committee
- Cemetery Committee
- Conservation Commission and Committee
- Comprehensive Plan Implementation Committee
- Flag Committee
- One Raymond Committee
- Planning Board
- Raymond Recreation Assoc.
- Recycling Committee
- Route 302 Beautification Committee
- Tassel Top Park Board of Directors
- Technology Committee
- Town Office/Library Building Committee
- Veteran's Memorial Committee

Please complete this form and submit to Louise Lester, Town Clerk, Town Office, 401 Webbs Mills Road, Raymond, Maine 04071.

Name:	Jim Stephenson
Mailing Address:	Po Box 882
Telephone Number:	655 5000
Occupation:	VETERINARIAN
E-mail Address:	drjimsteph@hotmail.com

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

1.	GPCOG - REGIONAL Comp Plan Program for Lakes Region
2.	
3.	

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

Interest in INFRASTRUCTURE EFFICIENCY
PRESERVING RURAL CHARACTER - APPROPRIATE DEVELOPMENT

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

Past Co-Chair Raymond Comp Plan Committee
Other Past member CPC
Past member Zoning Bd Appeals

What talents and skills do you feel you would contribute to this position?

Comprehensive knowledge of Comp Plan Process -
and Features of Raymond pertinent to past
present and future

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

Exploratory - DETERMINE IF RURAL Comp
Plan is feasible

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

Comp Plan & CPC - 11 years LHP
Zoning Bd Appeals - 1 year
Committee Chairman BSA 7005 ~ 5722-

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

yes

Are you familiar with the Comprehensive Plan as adopted by the Town of Raymond?

yes

Please feel free to comment on any consideration or aspect of your interest to board or committees that will directly benefit the overall advancement of the Town of Raymond.

Thank you for your interest in the Town of Raymond!

TOWN OF RAYMOND Assessing Office

401 Webbs Mills Road Raymond, Maine 04071
Phone 207.655.4742 x51 Fax 207.655.3024
assessor@raymondmaine.org

ABATEMENT GRANTED

Willis, Stephen D.
Willis, Roberts W.
141 Mosher Road
Gorham, ME 04038

Map-Lot 069-032 Acct# W1015R

Dear Mr Willis,

This letter is to inform you that the Raymond Assessors have reduced your property value by 396,000 and granted an abatement of **\$4,399.56** for the **2009** tax year. If you have paid your taxes in full, a refund will be mailed to you, if you have outstanding taxes, this amount will be removed from your total.

	2009	2009 Revised	Change
Land	952200	556200	
Bldg	24400	24400	
Total	976600	580600	-396000
Exempt	0	0	
Taxable Total	976600	580600	
Mil Rate	0.01111	0.01111	0.01111
Tax	\$10,850.00	\$6,179.38	\$4,399.56

The abatement was granted on the following grounds:

The assessed value was lowered to acknowledge the development restrictions that are inherent to the lot and to put it in line with the assessments of nearby properties.

If you are dissatisfied with the decision of the assessors and wish to appeal, you have 60 days from the date of this letter to appeal to the Raymond Board of Assessment Review, 401 Webbs Mills Road, Raymond, ME 04071.

Voted by the Raymond Assessors on: _____

TOWN OF RAYMOND Assessing Office

401 Webbs Mills Road Raymond, Maine 04071
Phone 207.655.4742 x51 Fax 207.655.3024
assessor@raymondmaine.org

ABATEMENT GRANTED

Rosenhek, Mark G.
Rosenhek, Judy M.
12 Shaddy Lane
Raymond, ME 04071

Map-Lot 011-030 Acct# R6005R

Dear Mark & Judy,

This letter is to inform you that the Raymond Assessors have granted an abatement of **\$413.22** for the **2009** tax year. If you have paid your taxes in full, a refund will be mailed to you, if you have outstanding taxes, this amount will be removed from your total.

The abatement was granted on the following grounds:

A homestead exemption application was filed for the 2007 tax year yet no exemption was included in the subsequent tax commitments.

If you are dissatisfied with the decision of the assessors and wish to appeal, you have 60 days from the date of this letter to appeal to the Raymond Board of Assessment Review, 401 Webbs Mills Road, Raymond, ME 04071.

Voted by the Raymond Assessors on: _____

TOWN OF RAYMOND Assessing Office

401 Webbs Mills Road Raymond, Maine 04071
Phone 207.655.4742 x51 Fax 207.655.3024
assessor@raymondmaine.org

ABATEMENT GRANTED

Richard Strout
9 Shaker Woods Road
Raymond, ME 04071

Map-Lot 019-039 Acct # S2530R

Dear Richard,

This letter is to inform you that the Raymond Assessors have reduced your property value by 100,300 and granted an abatement of **\$1,114.33** for the **2009** tax year. If you have paid your taxes in full, a refund will be mailed to you, if you have outstanding taxes, this amount will be removed from your total.

	2009	2009 Revised	Change
Land	164600	144400	-20200
Bldg	108400	28300	-80100
Total	273000	172700	-100300
Exempt	13000	13000	
Taxable Total	260000	159700	
Mil Rate	0.01111	0.01111	0.01111
Tax	\$2,888.60	\$1,774.27	\$1,114.33

The abatement was granted on the following grounds:

The original assessment did not acknowledge the quality and condition of the structures. It also did not acknowledge the shape, location, topography and wet areas of the lot.

If you are dissatisfied with the decision of the assessors and wish to appeal, you have 60 days from the date of this letter to appeal to the Raymond Board of Assessment Review, 401 Webbs Mills Road, Raymond, ME 04071.

Voted by the Raymond Assessors on: _____

Town of Raymond

Board of Assessors

401 Webbs Mills Road, Raymond, ME 04071

SUPPLEMENTAL TAX ASSESSMENT

Mark Feenstra
C/O True North Mortgage
South Portland, ME 04106

Map – Lot 003-005-000-000 Acct#W50045R Book 22405, Page 226

This letter serves as a supplemental property tax bill to collect taxes on the buildings at Map 3 Lot 5. The Raymond Assessors have determined that the buildings were in place on April 1, 2009 yet were omitted from the original tax commitment. This supplemental assessment has the full authority of the original commitment. Payment is due 60 days from June 15, 2010. Unpaid taxes as of the 16th of June are subject to interest charges of 9% per annum.

The assessed value of the buildings is \$148,700. The mil rate for 2009 was 0.01111. The supplemental tax due is: **\$1,652.06**. Please make payment to the Raymond Tax Collector, 401 Webbs Mills Road, Raymond, ME 04071.

We are sorry for any inconvenience due to our omission of this property from the original tax commitment.

Sincerely,

Raymond Assessors

Subject: [Fwd: Patrol Boat Pilot Project]
From: Don Willard <don.willard@raymondmaine.org>
Date: Tue, 08 Jun 2010 06:32:18 -0400
To: Lillie Collins <lillie.collins@raymondmaine.org>

Agenda item for 6-15

----- Original Message -----
Subject: Patrol Boat Pilot Project
Date: Mon, 07 Jun 2010 19:58:16 -0400
From: Peter Crichton <crichton@cumberlandcounty.org>
To: <don.willard@raymondmaine.org>
CC: <mainelegal@aol.com>, "Barbara Buckley" <Buckley@cumberlandcounty.org>, "Mark Dion" <Dion@cumberlandcounty.org>, "Kevin Joyce" <Joyce@cumberlandcounty.org>, "Vic Labrecque" <Labrecque@cumberlandcounty.org>, "Richard Feeney" <RFeeney@cumberlandcounty.org>, <malory.shaughnessy@gmail.com>, <rfeeney@maine.rr.com>

Don,

Earlier this evening at a Special Meeting of the Board of Commissioners, I am pleased to inform you that the Memorandum of Understanding was approved for the Patrol Boat Pilot Project. You will be receiving two originals in the mail for signature by the town. Please keep one original and return the other for our records. We look forward to working with the Town of Raymond and the communities of the Lake Region area on this project. Attached is a copy of the MOU that was approved.
Regards,

Peter

Peter J. Crichton
County Manager
County of Cumberland
142 Federal Street
Portland, Maine 04101
207-871-8380
crichton@cumberlandcounty.org

County of Cumberland
Celebrating 250 Years of Serving our Citizens
1760 - 2010

--
Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF RAYMOND AND CUMBERLAND COUNTY**

This agreement is entered into this _____ day of _____, 2010, by and between the Town of Raymond (Raymond) and Cumberland County (Cumberland).

WHEREAS, Cumberland has the legal authority to enforce watercraft violations and respond to emergencies on Sebago Lake; and

WHEREAS, Cumberland needs a boat to perform said duties on Sebago Lake; and

WHERE AS CUMBERLAND AGREES TO TRY A PILOT PROGRAM FOR THE FIRST YEAR from July to September, 2010 ; **AND**

WHEREAS, Raymond owns a boat that **WILL** (-can) be used **ONLY** on Sebago Lake; and

WHEREAS, Raymond is agreeable to having Cumberland utilize its boat to enforce watercraft violations and respond to emergencies occurring on Sebago Lake;

NOW THEREFORE, in consideration of the covenants herein, the parties do agree as follows:

1. Boat Owned by Raymond:

Raymond owns a 2002 Ambar AM900 boat, hull number VS1800096202, including two 2003 Honda outboard motors serial numbers BZBE1201467 and BZBE1201466 (Boat).

2. Use of Boat by Cumberland:

Raymond, the sole owner of the Boat, hereby grants Cumberland's Sheriff's Office (CCSO), the right to the use of the Boat for any patrol shifts, NEEDED TRAINING, or any emergencies that arise on Sebago Lake where law enforcement services are needed or where an emergency exists requiring the response of the CCSO's Dive Team.

3. Identification of Boat:

As the Boat will be used (-primarily) by the CCSO for law enforcement purposes, Raymond agrees that Cumberland may **ATTACH SIGNS** (-letter) to the Boat **STATING** "Cumberland County Sheriff's Office".

4. Docking:

During the boating season, the Boat will be docked PRIMARILY at a private dock on Birch Dr. BUT MAY BE RELOCATED in Raymond AS NEEDED AND DECIDED BY RAYMOND, which has parking for multiple vehicles.

5. Mission:

The CCSO's Lake Patrol Unit will be assigned to enforce and investigate any and all observed or reported incidents of reckless boating or any other public safety related complaints such as boating accidents, drowning, etc. on Sebago Lake. The CCSO will not enforce fishing related violations. The CCSO will assist the Maine Inland Fisheries and Wildlife (Game Wardens) in the investigation of all boating accidents.

6. Any unscheduled use of boat by CCSO excepting emergency law enforcement will be done after notifying dispatch to check to see if the boat is being used by Raymond

7. Allocation of Costs:

a. All related costs of owning and maintaining the Boat, including but not limited to insurance and general maintenance, will be the responsibility of Raymond unless otherwise agreed upon by both parties.

b. All fuel consumed by the Boat during the CCSO's logged hours of patrol/response to an emergency AS WELL AS TRAINING TIME, DIVE TEAM OPERATIONS, OR ANY OTHER COUNTY OPERATIONS AND USE will be paid for by the CCSO.

c. The CCSO will be responsible for repairing any damage to the Boat that occurs while in use by the CCSO.

d. Any fuel consumed by the Raymond Fire/Rescue during operation, will be paid for by Raymond Fire/Rescue.

e. Raymond will be responsible for repairing any damage to the Boat that occurs while in use by Raymond (-or) while ANY DAMAGE DISCOVERED WHILE docked AND NOT ATTRIBUTED TO EITHER PARTY SHALL BE SHARED EQUALLY BY BOTH PARTIES.

8. Property:

If this Agreement is terminated pursuant to Section 8, the Boat and all equipment owned by the Town as of the date of this agreement will be returned the Town of

Raymond. All property on the Boat provided by the CCSO will remain the property of the CCSO, unless the parties agree otherwise.

9. Policy and Procedures:

The CCSO will operate the Boat under its General Order 2-8, a copy of which is attached hereto and incorporated herein.

10. Indemnification:

The Town and Cumberland shall defend, indemnify and hold each other harmless from any claim, cause of action liability or expense including without limitation costs and reasonable attorney's fees arising out of or resulting arising out of the act or omission of the indemnifying party's officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. Sec. 8101 et. Seq.) or any other immunities or defenses under the Act or other applicable law.

11. Termination of the Agreement:

Either party may terminate its participation under this agreement in its discretion and for its convenience upon no less than 30 days notice in writing to the other party.

CUMBERLAND COUNTY

Dated: _____, 2010

By _____
Its: _____

TOWN OF RAYMOND

Dated: _____, 2010

By _____
Its: _____

From: Peter Crichton
To: don.willard@raymondmaine.org
Date: 6/7/2010 7:58:36 PM
Subject: Patrol Boat Pilot Project

*Hi Don - Pls. return signed
Contract to us.
Barbara*

Don,

Earlier this evening at a Special Meeting of the Board of Commissioners, I am pleased to inform you that the Memorandum of Understanding was approved for the Patrol Boat Pilot Project. You will be receiving two originals in the mail for signature by the town. Please keep one original and return the other for our records. We look forward to working with the Town of Raymond and the communities of the Lake Region area on this project. Attached is a copy of the MOU that was approved.

Regards,

Peter

Peter J. Crichton
County Manager
County of Cumberland
142 Federal Street
Portland, Maine 04101
207-871-8380
crichton@cumberlandcounty.org

CC: Barbara Buckley; Kevin Joyce; mainelegal@aol.com;
malory.shaughnessy@gmail.com; Mark Dion; rfeeney@maine.rr.com; Richard Feeney; Vic Labrecque

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF RAYMOND AND CUMBERLAND COUNTY**

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a. All related costs of owning and maintaining the Boat, including but not limited to insurance and general maintenance, will be the responsibility of Raymond unless otherwise agreed upon by both parties.

b. All fuel consumed by the Boat during the CCSO's logged hours of patrol/response to an emergency AS WELL AS TRAINING TIME, DIVE TEAM OPERATIONS, OR ANY OTHER COUNTY OPERATIONS AND USE will be paid for by the CCSO.

c. The CCSO will be responsible for repairing any damage to the Boat that occurs while in use by the CCSO.

d. Any fuel consumed by the Raymond Fire/Rescue during operation, will be paid for by Raymond Fire/Rescue.

e. Raymond will be responsible for repairing any damage to the Boat that occurs while in use by Raymond (-or) while ANY DAMAGE DISCOVERED WHILE docked AND NOT ATTRIBUTED TO EITHER PARTY SHALL BE SHARED EQUALLY BY BOTH PARTIES.

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Raymond. All property on the Boat provided by the CCSO will remain the property of the CCSO, unless the parties agree otherwise.

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The CCSO will operate the Boat under its General Order 2-8, a copy of which is attached hereto and incorporated herein.

10. Indemnification:

The Town and Cumberland shall defend, indemnify and hold each other harmless from any claim, cause of action liability or expense including without limitation costs and reasonable attorney's fees arising out of or resulting arising out of the act or omission of the indemnifying party's officers, agents or employees. This section shall not be interpreted to waive the monetary limits or substantive areas of immunity under the Maine Tort Claims Act (14 M.R.S.A. Sec. 8101 et. Seq.) or any other immunities or defenses under the Act or other applicable law.

11. Termination of the Agreement:

Either party may terminate its participation under this agreement in its discretion and for its convenience upon no less than 30 days notice in writing to the other party.

CUMBERLAND COUNTY

Dated: June 7, 2010

By Peter J. Cribb
Its: County Manager

TOWN OF RAYMOND

Dated: _____, 2010

By _____
Its: _____



Town Office Roof - Bid Opening Minutes
Tuesday, May 25, 2010

Attendance: Town Clerk Louise Lester, Executive Assistant Lillie Collins.

1. Call to order. Louise Lester began the bid opening at 2:00 pm at the Town Office.
2. Adjournment. Mrs. Lester ended the bid opening at 2:12 pm.

Bidder	Bid Amount	Additional repairs beyond RFP
D.H. Pinnette & Sons, Inc. Oakland, ME	\$26,850	Additional cost, based on time and material
KVM Inc. Saco, ME	\$18,950	\$30 per man hour, plus materials
Mansir Roofing & Siding Gardiner, ME	\$12,800	\$20 per man hour, plus materials
Martelle Construction Portland, ME	\$21,700	\$37.50 per man hour, plus materials
Mike Bolk Construction Raymond, ME	\$20,300	\$30 per hour, plus materials
Newhall Construction Inc. Harrison, ME	\$21,000	\$50 per man hour, plus materials
Northern Waterproofing Inc. Norway, ME	\$19,990	\$42.50 per hour, plus materials +10%
Rich Aluminum and Restoration Portland, ME	\$19,500	\$35 per hour labor, plus materials
Roof Systems of Maine Bangor, ME	\$29,860	\$50 per man hour, materials & labor included
The House Doctor Home Improvements & Landscaping Mechanic Falls, ME	\$15,969	\$36.50 per man hour, plus materials
Williams Roofing Inc. Brewer, ME	\$14,560	\$40 per man hour, plus materials
Winde Carpentry & Remodeling Raymond, ME	\$17,098	\$90 per hour for two carpenters and one helper, plus materials

Submitted by:
Lillie Collins, Executive Assistant

Subject: [Fwd: GIS Services from Windham]
From: Don Willard <don.willard@raymondmaine.org>
Date: Thu, 13 May 2010 10:57:12 -0400
To: Lillie Collins <lillie.collins@raymondmaine.org>

June 15th agenda item.

----- Original Message -----
Subject: GIS Services from Windham
Date: Thu, 13 May 2010 10:48:19 -0400
From: Laurie Forbes <rforbes1@maine.rr.com>
To: Don Willard <don.willard@raymondmaine.org>

Hi, Don:

As you know, Raymond was recently approached by Windham with an offer to us of their GIS services. Reps from both towns have now met several times to talk over the details, including requirements and costs, all of which is described below and in the attached documents.

The short answer is: this is a very good idea.

You'll recall that last July (2009) I made a presentation to the Select Board to discuss all of our technology initiatives and to get some guidance on priorities. One of the items discussed was Raymond's deteriorating use of GIS despite our considerable investment in equipment and our ongoing expenses in GIS software upgrades, licensing and service agreements, out of which we get only tax maps -- maps that we're paying a contractor to produce.

It's been nearly five years since Raymond stopped actively using and developing GIS services, while out in the real world these services have not stood still and now encompass an even broader array of uses and possibilities for municipalities and citizens. For examples see the web links at the end of this note.

At the July meeting, I laid out the Tech Committee's big projects and said that we would also attempt to scrape away at some GIS improvements. However, this effort had remained on our To Do list until just a few weeks ago, when Windham's Assessing Office contacted us to see if we would be interested in arranging to pay for services provided by their GIS technician.

The Technology Committee was asked to review Windham's proposal, and representatives have now met twice with Dave Sawyer (Assessor) and Elisa Trepanier (Assistant Assessor and GIS Tech); and then you and I met with Dave and Windham's town manager, Tony Plante, last Wednesday. As the result of these discussions and much research, we recommend that Raymond work this out somehow, and as soon as possible.

What lines up for us?

-- Dave is offering the expertise of their GIS Tech, Elisa Trepanier, who already knows our system, our town and our mapping and had originally done most of our own GIS work.

-- We would be able to tap the talents of Jack Cooper for the upcoming year. If he doesn't know already, Jack (and others) can be shown how to use the portable "field" devices in order to support the catch-up effort and then for us to maintain and improve our data going forward, so as not to fall behind again.

-- Our stuff: we already have the software and a lot of the hardware we need, and we also have databases built. Even though they may be outdated, this still means we don't have to start from scratch.

-- The "hourly rate" range that Windham has proposed is beyond reasonable.

-- For Windham, the ideal number of hours to work on our data turns out

to match up perfectly with our own opinion: two days per week (about 15 hours). That's enough focused time to really be able to dig into the project, while it's low enough to keep our costs down.

-- Cleaning up our GIS data would address one component of a serious "data management" concern, which Kevin has spoken to the Select Board about at least twice now. Independent, stand-alone databases, requiring redundant data entered from multiple points and speaking mutually unintelligible languages, is definitely a thing of the distant, inefficient, error-prone past.

-- Depending upon how this goes, Windham is considering offering more "regionalized" GIS services, meaning that in the future other towns might be approached as well. This fits very nicely with our own exploration of the possible efficiency gains and cost savings to be had by outsourcing certain services and/or partnering with other entities, including towns, the county, and businesses.

EXPENDITURES:

-- GIS Technician: \$37.50 per hour at 15 hours per week = \$29,250 for the next fiscal year. We estimate that at 15 hours per week, the catch-up part of the project will take about two years, but we (Windham and Raymond) are proposing this as a "one year, renewable" project and have already built in some checkpoints and periodic assessments, even during the first year, just in case .

(Possible additional costs)

-- Equipment: we probably should upgrade ours, but that wouldn't need to happen this year. Estimate is about \$8000, which is actually much less than we spent on our original hardware.

-- Upcoming GPCOG flyover proposed for April 2011, according to the minutes of the March 2010 PACTS meeting. Inland towns have not been photographed since 2001. I'm trying to find out what it would cost to purchase "Raymond" data should this flyover occur.

Where does the money come from?

-- TIF: funds already approved but unexpended; plus

-- Tech budget (Our "GIS" money was cut by \$10,000 for 2010/2011, but we'll see what we can finagle. And keep in mind that we shell out about \$2000 per year just for having the GIS programs installed.); plus

-- Assessing and/or CEO accounts if personnel are redirected somewhat to GIS? Anything left for FY2009/2010 to start on this right away?

ATTACHMENTS:

-- Windham Assessor Dave Sawyer's proposal to Town Manager Tony Plante, on which you (Don) were copied. Dave speaks the GIS lingo more fluently than I do.

-- My updated "GIS Services" chart, which we used to show Windham what we need and which Dave sent to Tony along with the proposal mentioned just above.

WEB LINKS:

-- San Antonio, TX - an impressive list of applications of use to just about everyone.

<https://gis.sanantonio.gov/GIS/GISwebApp.aspx>

-- Nova Scotia, Canada - a professional handbook for municipal GIS services. Even though it's 10 years old, it's thorough, detailed and very well organized.

http://www.gov.ns.ca/snsmr/muns/manuals/PDF/LGRH/LocalGovernmentResourceHandbook_5.4.pdf

-- A flyer for a 2007 GIS seminar in Maryland, outlining services.

http://www.marylandgis.net/documents/Executive_Seminar_on_GIS.pdf

-- State of Massachusetts: detailed information about GIS's municipal applications.

<http://www.mass.gov/mgis/muniapps.htm>

-- Indiana's GIS Council webpage: again, detailed information about applications.

<http://www.igic.org/about/index.html>

-- Pricing GIS services: from 2001, but contains comments from as recently as 2005.
http://www.directionsmag.com/article.php?article_id=91

Let me know if you need anything else from me.

--
Laurie

--
Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

Don Willard <don.willard@raymondmaine.org>
Town Manager
Town of Raymond

2010 GIS Services - chart.doc	Content-Type: application/octet-stream Content-Encoding: base64
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Proposal for Shared Services_04.22.10_draft.doc	Content-Type: application/octet-stream Content-Encoding: base64
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Subject: [Fwd: RE: GIS contract with Windham]
From: Don Willard <don.willard@raymondmaine.org>
Date: Fri, 28 May 2010 06:38:04 -0400
To: Lillie Collins <lillie.collins@raymondmaine.org>

FYI

----- Original Message -----
Subject: RE: GIS contract with Windham
Date: Thu, 27 May 2010 21:14:26 -0400
From: Michael Reynolds <mike_reynolds@maine.rr.com>
To: 'Laurie Forbes' <rforbes1@maine.rr.com>
CC: 'Don Willard' <don.willard@raymondmaine.org>
References: <C47286A85F704264B6BABE0D968F1BF2@LGF>

Hi Laurie,
It will be on the agenda for June 15th. We should make a decision that night.
Mike

-----Original Message-----
From: Laurie Forbes [mailto:rforbes1@maine.rr.com] Sent: Thursday, May 27, 2010 10:56 AM
To: Mike Reynolds
Subject: GIS contract with Windham

Hi, Mike:

I got a phone call this morning from Dave Sawyer (Assessor in Windham) as to what we'd decided on the GIS proposal, where Raymond uses the services of Elisa Trepanier for roughly two days per week for the next FY.

He said their budget (including our paying part of Elisa's salary) had already been passed by their council (?). He wanted to know when our Select Board's June meeting was, and I really didn't know, given that Town Meeting is on the first.

I told him I wasn't sure but that you wouldn't meet again until July. He said that waiting until July to find out doesn't really work for them -- something to do with their own Town Meeting in June.

Is there some way to take care of this -- get a decision for them -- before July?

Thanks!

--
Laurie

--
Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v

Town of Windham

Office of the Tax Assessor
8 School Road
Windham, ME 04062

David G. Sawyer, Assessor
dgsawyer@town.windham.me.us

voice 207.892.1903

fax 207.892.1916

To: Tony Plante, Manager
From: David Sawyer, Assessor
Subject: Shared GIS Services
Date: April 22, 2010
CC: Don Willard, Town Manager, Raymond

As a way to help the Windham Assessing Department maintain the maximum services possible in the face of severe cutbacks in revenue and to help the Town of Raymond with their GIS efforts, I am proposing a shared service arrangement between the Town of Windham and the Town of Raymond. With your and Don Willard's approval, Elisa Trepanier and I have been meeting recently with Laurie Forbes, the chair of Raymond's Technology Committee and Kevin Woodbrey, Raymond's IT director.

It is our recommendation that the Town of Raymond pay for up to twenty hours a week for GIS services provided by the Town of Windham as performed by Elisa Trepanier. She is well-trained in GIS and is very familiar with the Town of Raymond GIS function, having worked on it in previous years while employed there. It is my opinion that if the Windham Appraiser position was restored, with the slowdown in the economy, we could carry on the assessing and GIS functions satisfactorily.

I have attached a chart of GIS projects that need some attention in Raymond. Our discussions have lead us to classify the projects into four different categories, 1) core projects (Phase I), such as conversion of the parcel data and other shape files to a standard geodatabase format, cleanup and improvement of parcel data with the goal of reaching Maine standard level 3, converting AutoCad data to a web-enabled format, and updating the Raymond street map, 2) maintenance projects, such as annual parcel line updates, updating the street map, printing tax maps, updating existing data layers, and assisting in review of engineering submittals to Planning Board, 3) development and direction of numerous Phase II projects, such as are listed under "Features" on the attached chart, and 4) development and direction of Phase III projects as listed on the chart. It is anticipated that not all of the projects listed on the chart would be able to be done in one year and it is the nature of our business that needs and priorities will shift over time, therefore the GIS technician would work on the various projects under the supervision of the Raymond Town Manager.

The structure of the agreement would be that Raymond would use the Elisa's services under a contractual agreement with the Town of Windham to be renegotiated or renewed annually, starting on July 1, 2010. No other resources would be needed, since Raymond has hardware and software capacity in place. It is anticipated that Elisa could work on Raymond projects both in Raymond and in Windham, because the digital files are portable.

www.windhamweb.com

Town of Raymond – GIS Requirements 2010

PHASE I: Converting Data

- Conversion of parcel data from AutoCAD to a geodatabase in MySQL conforming to federal and state standards for parcel data
- Conversion of all non-parcel data to a geodatabase in MySQL, as above
- Cleanup of the parcel data to reach the State of Maine Level 2 3 standard
- Implementation of all of the Raymond GIS data on the Raymond website with Autodesk Map

PHASE II: Updating, creating data

Essential Desirable Optional

Category	Used/Managed By *	Subcategory	Features
Administrative	Assessing, Planning, Zoning, Code Enforcement, Taxes		Boundaries: parcels, land use (commercial, residential, subdivisions, setbacks, shoreland, wetlands, islands). Inventory: buildings, structures, public parks, cemeteries.
Public Safety	Fire/Rescue, Emergency Management Services		Inventory: hydrants, ponds. Data: street index; address overlay (aerial); flood zones; watersheds; power distrib.; pipelines, control valves, etc. Firehouse database coordination.
Transportation, Traffic Control	Public Works		Inventory: roads, bridges, signs, signals, culverts, guardrails, curbs, sidewalks, boat launches, parking. Paving schedule.
Utilities	Code Enforcement, Public Works, utility companies, property owners	Water	Inventory: Water lines, manholes, pump stations, well heads, aquifers
		Sanitary	Septic, sewer, stormwater
		Power and tele-communications	Poles, lines, underground cable, transformers, substations, towers; street lights
		Gas	Pipeline
Environment, Natural Resources	CEO, Conservation Commission, RWPA, PPA, CLWA	Hydrology, geology, terrain, wildlife	Rivers, lakes, seasonal (vernal) water bodies; watersheds; aquifers; soils; tree cover, vegetation, open space; wildlife
Misc. Maintenance	Public Works		Routes: plowing, mail, waste handling, emergencies. Seasonal clean-up.
Recreation	Raymond Rec, Conservation, RWPA		Parks, reserves, sports fields, boat launches, trails (hiking, snowmobile, riding)
Heritage	Historical Society, property owners		Archaeological & historic sites, private cemeteries

PHASE III: Maintaining data Requirements to be determined

* Examples of users, managers and sources of data

Enterprise:

Town as a corporation

Citizens (residents, taxpayers, voters, visitors)

Workgroup: Town Boards (Planning, Zoning, Assessing)

Town Departments (Code Enforcement, Public Works, Public Safety)

Committees & Organizations (Cemetery, Conservation, Heritage/History, Recreation)

External: Businesses, CCSO, DEP, DHS, DOT, Forestry Service, GPCOG, Historic Preservation Commission, IFW, FEMA, Nature

Conservancy, NOAA, State Planning Office, USDA, Utility Companies (CMP, Fairpoint, Time-Warner, Portland Pipeline, Portland Water District)

Town of Raymond – GIS Requirements 2010

PHASE I: Converting Data

- Conversion of parcel data from AutoCAD to a geodatabase in MySQL conforming to federal and state standards for parcel data
- Conversion of all non-parcel data to a geodatabase in MySQL, as above
- Cleanup of the parcel data to reach the State of Maine Level 2 standard
- Implementation of all of the Raymond GIS data on the Raymond website with Autodesk

PHASE II: Updating, creating data

Essential

Desirable

Optional

Category	Used/Managed By *	Subcategory	Features
Administrative	Assessing, Planning, Zoning, Code Enforcement, Taxes		Boundaries: parcels, land use (commercial, residential, subdivisions, setbacks, shoreland, wetlands, islands). Inventory: buildings, structures, public parks, cemeteries.
Public Safety	Fire/Rescue, Emergency Management Services		Inventory: hydrants, ponds. Data: street index; address overlay (aerial); flood zones; watersheds; power distrib.; pipelines, control valves, etc. Firehouse database coordination.
Transportation, Traffic Control	Public Works		Inventory: roads, bridges, signs, signals, culverts, guardrails, curbs, sidewalks, boat launches, parking. Paving schedule.
Utilities	Code Enforcement, Public Works, utility companies, property owners	Water	Inventory: Water lines, manholes, pump stations, well heads, aquifers
		Sanitary	Septic, sewer, stormwater
		Power and tele-communications	Poles, lines, underground cable, transformers, substations, towers; street lights
		Gas	Pipeline
Environment, Natural Resources	CEO, Conservation Commission, RWPA, PPA, CLWA	Hydrology, geology, terrain, wildlife	Rivers, lakes, seasonal (vernal) water bodies; watersheds; aquifers; soils; tree cover, vegetation, open space; wildlife
Misc. Maintenance	Public Works		Routes: plowing, mail, waste handling, emergencies. Seasonal clean-up.
Recreation	Raymond Rec, Conservation, RWPA		Parks, reserves, sports fields, boat launches, trails (hiking, snowmobile, riding)
Heritage	Historical Society, property owners		Archaeological & historic sites, private cemeteries

[Fwd: FW: per your request]

Subject: [Fwd: FW: per your request]

From: Don Willard <don.willard@raymondmaine.org>

Date: Fri, 21 May 2010 15:19:05 -0400

To: Joe Bruno <jbruno@communityrx.com>, "Lonnie Taylor (LTAYLOR@IDS.TC)" <LTAYLOR@IDS.TC>, mike_reynolds@maine.rr.com, leavittcharles@gmail.com, Nancy Yates <nancy.yates@raymondmaine.org>, Lillie Collins <lillie.collins@raymondmaine.org>

FYI Nancy and I are working on a plan to replace this coverage approximating our current plan as closely as possible and within budget parameters on a short term basis until we can issue an all inclusive insurance RFP. This will be an agenda discussion item on June 15th.

- Don Willard
Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

(207) 655-6994 v
(207) 655-3024 f
(207) 650-9001 m

----- Original Message -----

Subject: FW: per your request
Date: Fri, 21 May 2010 13:42:10 -0400
From: Nancy Yates <nancy.yates@raymondmaine.org>
To: <don.willard@raymondmaine.org>

Don,

Below is the official notification from MSMA that they will no longer be offering the Town health insurance.

Nancy

Dear Nancy,

Pursuant to your recent request, this is to confirm our conversation in which I advised you that the MSMA Group Insurance Trust Trustees have reconfigured the trust and as of July 1, 2010, MSMA will no longer be able to offer health insurance programs to the Town of Raymond.

We wish to thank you for your long standing participation in the trust.

Sincerely,

Wendy

Wendy Douglas

Client Services Manager

Maine School Management Association

49 Community Drive

Augusta ME 04330

Tel: 1-800-660-8484

Fax: 207-626-2968

-

Don Willard <don.willard@raymondmaine.org>

Town Manager

Town of Raymond



401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742

June 10, 2010

To: Don Willard, Town Manager
From: Nancy Yates, Finance Director

Due to the restructuring of the MSMA Health Trust, it has become necessary for the Town to seek health insurance elsewhere. As instructed, I have sought quotes from MMA and private sector insurance companies. Attached are the three quotes most closely meeting the Town's current coverage that are within the amount budgeted for health insurance for the 2010-2011 fiscal year. The MEA insurance offered to the Raymond schoolteachers has been included for comparison purposes, only.

MMA offers a superior product for the money, but requires that we rejoin MMA and have a special town meeting to join their health trust. The attached packet includes the wording of the required town meeting warrant article, as well as the other paperwork necessary to join the MMA Health Trust. Either the Harvard Pilgrim or Anthem insurance plan may be provided by any of the three agencies giving quotes. The companies were Acadia Benefits of Portland, Cross Insurance of Windham, and Northeast Bank Insurance Group of Auburn. Our current agent for property and casualty insurance is Cross Insurance.

	Employee Insurance Options			For Comparison Only *
	MMA POS C	Harvard Pilgrim PPO B-LW	Anthem PPO Blue Choice Mix	MEA (Anthem) Choice Plus
Deductible I/F	\$0	\$1000 / \$2000	\$1000 / \$2000	\$100 / \$200
Co-insurance	\$0 or 10%	varies by service	varies by service	\$700 / \$1400
OOP max I/F	\$1000 / \$2000	\$2000 / \$4000	\$2000 / \$4000	\$800 / \$1600
COPAYS	\$300 max			
Office Visit	\$15	\$25	\$20	\$15
In-Patient Hospital	\$0 phys/10%hosp	10% after deduct	10% after deductible	15% after deductible
Out Patient Surgery	\$100 then 0%	10% after deduct	10% after deductible	15% after deductible
MRI/CT/PET	\$100 then 0%	10% after deduct	10% after deductible	15% after deductible
Emergency Room	\$50	\$150	\$150	\$100
Chiropractic	\$15 then 0	10% after deduct	\$20	15% after deductible
Phy/Speech/Oc Therapy	\$15 then 0	10% after deduct	10% after deductible	15% after deductible
Prescription Drug Coverage				
30 day supply	\$10/\$25/\$40	\$10/\$25/\$40	\$10/\$30/\$50	\$10/\$30/\$45
31-90 day supply	\$20/\$50/\$80			\$20/\$60/\$90
Other				
Preventive Care	\$15/none	\$25	\$20	\$15/none
Preventive Lab/Xray	0%	10% after deduct	10% after deductible	
Diagnostic Lab/Xray	\$0	10% after deduct	10% after deductible	15% after deductible
Oral Surgery (limited)	10%			
Routine Eye Exams	\$15	\$25	\$20	\$25
Employee	647.39	569.86	538.44	538.97
Employee/Spouse	1452.17	1196.71	1238.44	1214.73
Employee/Children	1056.34	1082.74	969.20	953.86
Employee/Family	1452.17	1709.58	1615.34	1478.5
Estimated Annual Cost	\$233,469.84	\$238,007.90	\$229,475.22	\$217,094.06
	Includes basic			Raymond teachers pay
	life insurance			10% of amount exceeding
				individual coverage for
				emp/spouse or emp/children.
	\$238,174.84			For Emp/family coverage,
	includes MMA dues.			they pay 15% of amount
				exceeding individual coverage.
	* The MEA plan is unavailable to the Town and is presented for comparison purposes only.			
	All estimated annual costs are based on the Town's census and payment ratio, which is 85% Town,			
	and 15% Employee, versus the School's 90%/10% or 85%/15%.			



Maine Municipal
Employees Health Trust

Participation Process

The Maine Municipal Employees Health Trust (MMEHT) is a Multiple Employer Welfare Arrangement, or MEWA. As a MEWA, the Health Trust is governed by the State of Maine Bureau of Insurance. The statutes regulating MEWA's may be found in the Maine State Statutes, Title 24-A M.R.S.A. Section 6601 et seq.

There are several things a group must do in order to become a member of the MMEHT. An entity must complete all steps outlined below to be eligible to enroll in any of the Health Trust plans.

☐ (1) **Maine Municipal Association Membership**

Membership or Associate Membership in the Maine Municipal Association is required for participation in the Health Trust. If your group is not already a member, please contact Theresa Chavarie, Manager-Member Relations by email (tchavarie@memun.org) or phone at 1-800-452-8786 for information.

☐ (2) **Certified Meeting Minutes of Authorization Vote**

The governing body of the public entity (Town Meeting, Town or City Council, Board of Trustees, Board of Directors etc.) must vote to authorize participation in the Health Trust.

Specific vote wording is required. The **required article or resolution wording** for each type of covered entity (Selectman/Town Meeting; Council/Manager; Counties; Water/Sewer/Other) is available in a separate document**. A copy of the minutes of the meeting where the vote is taken, attested by the appropriate person (Town Clerk, Secretary of governing body, or other authorized person,) should be sent to the Health Trust at the address below. Please make sure that the name of the body voting, the date of the vote, and the results of the vote are included.

☐ (3) **Declaration of Trust****

The same person(s) authorized by the vote of the governing body must sign the MMEHT *Amended and Restated Declaration of Trust* where indicated on the last page of the Declaration. Signatures should be notarized.

☐ (4) **Participation Agreement****

The same person(s) authorized by the vote of the governing body must complete and sign the *MMEHT-MEWA-Participation Agreement* where indicated on the last page of the Agreement. Signatures should be notarized.

☐ (5) **Send Executed Items to the Health Trust**

After photocopying all completed documents, please send items (2), (3), and (4) prior to your effective date of requested coverage to **Maine Municipal Employees Health Trust • Attention: Your Field Service Representative • 60 Community Drive • Augusta, ME 04330.**

For more information or questions, please contact your Field Service Representative (Susan Smith (issmith@memun.org) or Debbie Bridges (dbridges@memun.org) by email or telephone phone at 1-800-452-8786.

**Available by request by mail or email from the Health Trust.

STEPS TO BE TAKEN

Town Meeting Form of Government

Steps required to obtain proper authority to become a participating employer in the Maine Municipal Employees Health Trust.

Step 1. The article (*in the box on this page*) must be approved, **as written**, by a Town Meeting vote. Passage of the article does not commit participation but rather allows the option to join.*

Step 2. After the article has been properly voted at the Town Meeting, send a *true copy* of the minutes of the meeting, *attested* by the Town Clerk, to *Maine Municipal Employees Health Trust, Attn: Karen Childs, 60 Community Drive, Augusta, Maine 04330.*

Sample Article - Selectmen/Town Meeting Form of Government

Article # _____. Shall the Town vote to authorize the Board of Selectmen, on behalf of the Town, to join with other participating municipal and quasi-municipal employers in a Multiple Employer Welfare Arrangement for the provision of employee health benefits, as authorized by 24-A M.R.S.A. § 6601 et seq., said Arrangement to be known as the "Maine Municipal Employees Health Trust" (Health Trust); and for that purpose and in consideration of the mutual covenants and agreements among participating employers, to authorize the Board of Selectmen to enter into a Participation Agreement on behalf of the Town and take whatever other actions may be necessary. The authority granted herein shall continue until revoked.

*Please note: Passage of this Article does not enter the municipality into the Health Trust. If the Selectmen wish the municipality to be enrolled as a member of the Health Trust, a Participation Agreement and Declaration of Trust must be executed with the Maine Municipal Employees Health Trust.

AMENDED AND RESTATED
DECLARATION OF TRUST
for the Employees of
Municipal and Other Public Employers of
Maine Health Insurance Trust

This Amendment and Restatement of the Declaration of Trust, made and entered into this 14th day of January, 2002, by and between each Employer who executes this Trust Agreement (or has executed its predecessor) (hereinafter collectively the Employers) and Diane Barnes, Osmond Bonsey, Jonathan Carter, Donald Gerrish, Kelly Karter, John McNaughton, Richard Metivier, Richard Michaud, Dale Olmstead, William Reed and Thomas Stevens, and their annually elected successors (hereinafter collectively the "Trustees"), for the benefit of Employees of each Employer (hereinafter the "Members").

WITNESSETH:

WHEREAS, the Employers desire and intend to provide health and other benefits for Members and their families and for this end desire and intend to establish a Trust to be maintained and operated for the benefit of such Members and their families by the Trustees with the powers, duties and authorities hereinafter conferred upon the Trustees; and

WHEREAS, the Employers desire and intend to maintain a partially self-funded welfare benefit plan to fund the benefits specified in the underlying plan documents for Members and their dependents in compliance with all applicable Federal and State laws, including, if applicable, the Maine Multiple-Employer Welfare Arrangement Act, Title 24-A M.R.S.A. §6601 et. seq., as amended from time to time (hereinafter the "Act").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Trustees declare that they will hold and administer all assets of the Trust Fund as Trustees hereunder, in Trust nevertheless, for the following uses and purposes:

ARTICLE I

Definitions

1.01 Trust shall mean the Trust Fund established by this Agreement. If the Trust is subject to the terms of the Act, this Declaration of Trust, its underlying plan documents and the participation agreements of all Employers referenced in Section 3.06 below shall collectively constitute an "Arrangement" under Section 6601 of the Act.

1.02 Trust Fund shall mean the assets to be held hereunder by the Trustees as the same may exist from time to time, including income, increments and/or other assets as may from time to time come into their hands in connection with the Trust. The Trust Fund shall be held in a Qualified Financial Institution as defined in Act Section 6601.7 selected by the Trustees from time to time.

1.03 Member shall mean any eligible employee, and dependent children and spouse, of an Employer, which subscribes to this Agreement and Declaration of Trust by executing such application as the Trustees shall prescribe, on whose behalf contributions are made to this Trust Fund and who meets all the provisions hereof.

1.04 Service Agent shall mean any individual or business entity appointed by the Trustees to provide administrative or other services to the Trust.

1.05 Insurer shall mean any insurance company furnishing any insurance contract to the Trustees providing any direct or indirect benefit for any Members, including any so-called excess or reinsurance contract.

1.06 Fiscal Year shall mean the twelve consecutive month period chosen from time to time by the Board of Trustees, however, the first fiscal year may be less than 12 months. In the event that it becomes necessary to change the fiscal year of the Trust, the Trustees shall be authorized to adopt a fiscal year of less than twelve months in order to accomplish a transition from one fiscal year to another.

ARTICLE II

Eligibility

2.01 Eligible Employer. Only municipalities, counties, quasi-municipal corporations, utility districts, school administrative districts, school unions and community school districts, regional planning commissions, councils of government and such other quasi-municipal entities as shall be permitted by the Trustees, within the State of Maine, which are members or associate members of Maine Municipal Association, are eligible to execute this Agreement.

2.02 Member. The following are eligible for membership (including spouses and dependents, where applicable):

(a) any individual who is an employee of an Employer may become a Member. Employee is used as that term is defined for purposes of employment tax under Subtitle C of the Internal Revenue Code and the regulations thereunder.

(b) any individual who has been eligible under (a) above but is on leave of absence, or who has been terminated by reason of retirement.

(c) the surviving spouse and dependents of a deceased Member.

(d) any elected official of an Employer whose term of office is of at least one year's duration regardless of his or her scheduled work week, if the official falls under one of the categories described below:

(i) Municipal officers and members of the governing board of other participating Employers;

(ii) Municipal managers, administrators, and administrative assistants to the governing board;

(iii) Municipal clerks;

(iv) Municipal treasurers; or

(v) Municipal tax collectors and excise tax collectors.

Actual membership requirements shall be set forth specifically by the Trustees in a nondiscriminatory manner.

ARTICLE III

Participation by Employers and Members

3.01 Any Employer may participate in the Trust upon completion and execution of an agreement to be bound to the terms of this Agreement and Declaration of Trust and any documents required by any Insurer and payment of the initial premium to the Trustees, provided, however, that any Member for whom employer-provided health benefits were the subject of good faith, collective bargaining shall not be eligible for employer-funded membership unless employer-funded benefits at a level provided by this Trust were specifically agreed upon and the Employer elects to utilize this Trust to fulfill that obligation. In no event shall an Employer be required to provide duplicate benefits for any Employee.

3.02 Each Member shall pay, or there shall be paid on behalf of each Member, at such intervals and in such manner as prescribed by the Trustees, to the Trustees or the Service Agent such premium as is determined by the Trustees. The Trustees shall set premium rates at levels sufficient (a) to pay all Member and dependent claims, administrative and operating expenses, insurance and excess insurance premiums, and other expenses of the Trust, (b) to create an adequate loss fund reserve for both future and incurred-but-not-reported claims, and (c) to maintain a positive fund balance.

3.03 Each Member and Employer shall, when requested, furnish to the Trustees, the Insurer or the Service Agent such information as may be required by them in administering the Trust.

3.04 A Member's participation may be terminated by the Trustees in their sole discretion for:

- (a) failure to pay the amounts determined under 3.02;
- (b) ceasing to be eligible to participate under 2.02 or Schedule A or B; or

(c) failure to comply with rules and regulations of the Trustees.

3.05 When a Member's participation is terminated by the Trustees or a Member elects to terminate his participation by so notifying the Trustees, his benefit coverage shall cease at the end of the paid up period.

3.06 Each Employer shall sign a participation agreement, in form satisfactory to the Trustees, under which such Employer agrees to be jointly and severally liable for any and all liabilities and obligations of the Trust, and under which such Employer agrees to pay a pro rata share of all such liabilities as equitably determined by the Trustees. The participation agreement shall spell out the rights and duties of the participating employers and the manner of funding the benefit obligations under the Trust.

ARTICLE IV

Election, Resignation and Removal of Trustees

4.01 There shall be eleven (11) Trustees, each of whom shall serve a term of three (3) years; provided, however, that Trustees appointed to terms commencing January 1, 1992 may be appointed to shorter terms in order to provide for an appropriate staggering of terms thereafter. Terms shall be staggered such that four Trustees (three in 1993 and every third year thereafter) shall be selected each year. Any vacancies among the Trustees shall be filled by appointment of the remaining Trustees until the next regular selection of Trustees.

4.02 Each Trustee shall be an active Member participating in one or more of the plans maintained by the Trust at the time of his selection and during his term of office.

4.03 Annual meetings of the Members shall be held to allow the Trustees to report on matters relating to the operation and administration of the Trust and for such other business as may come before the meeting at such time and place as the Trustees shall select. Members will be notified by the Trustees no later than 30 days prior to such meetings. Notice shall be deemed to be given to

Members by delivery of a notice to each participating Employer with a request that such notice be circulated or posted in places where the notice is calculated to be seen by Members in the normal course of their employment.

4.04 Trustees shall be appointed by a Trustee Selection Committee to serve for a term of three (3) years commencing as of the first day of the Trust fiscal year; provided, however, that such terms shall be shorter if the appointment is to fill a vacancy on the Board of Trustees or as otherwise provided in Section 4.01 above. The Trustee Selection Committee shall consist of five (5) Members, three (3) of whom shall be appointed by the Board of Trustees and two (2) of whom shall be appointed by the Executive Committee of the Maine Municipal Association. The Trustee Selection Committee is requested to give due regard to geographical distribution and size of employer in making its appointments. In addition, the Trustee Selection Committee is requested to attempt to ensure that at least two (2) Trustees are non-management members and at least one (1) Trustee is a retiree member receiving continued coverage under the Trust. The Trustee Selection Committee shall notify Members of the appointments to fill the office of Trustee in the manner specified in Section 4.03.

4.05 Trustees shall serve without compensation but shall be reimbursed from the Trust Fund for all reasonable expenses incident to performance of their duties.

4.06 The Trustees shall annually elect from among themselves a Chairman, a Vice-Chairman and a Secretary. The Chairman shall preside at all meetings of the Trustees and may vote on any issue; the Vice-Chairman shall preside in the absence of the Chairman and may vote on any issue. The Secretary shall keep records of the proceedings of the Trustees.

4.07 All actions of the Trustees either shall be authorized by a majority vote at a meeting of the Trustees at which a quorum (a majority of Trustees in office) shall be present or by written consent of a majority of the Trustees. The Trustees shall meet from time to time upon the call of the Chairman or any three Trustees upon giving at least five (5) days' written notice of the time, place

and purpose of the meeting, provided such notice may be waived by any Trustee, either before or after the meeting.

4.08 Any Trustee may be removed for misconduct, malfeasance or neglect of his or her fiduciary duties by a vote of at least seven (7) Trustees at a meeting of the Trustees for which notice of such proposed action has been provided to all Trustees then in office. Any Trustee shall also be automatically removed if the Superintendent of Insurance notifies the Trust in writing that the Superintendent has determined that the provisions of Section 6603.6 of the Act apply to such Trustee.

ARTICLE V

Powers and Duties of the Trustees

5.01 In addition to the power and authority to control and manage the operation of the Trust Fund otherwise granted herein, the Trustees shall have the following powers and authority:

- (a) to accept and to make reasonable arrangements for the payment on behalf of each Member of all contributions due hereunder;
- (b) to maintain appropriate records with respect to participation of all Members from time to time participating hereunder;
- (c) to designate a bank or banks as a depository of the Trust and to designate one or more persons who shall have the right to withdraw funds therefrom;
- (d) to hold all insurance policies issued to them by Insurers and to deal with Insurers on behalf of the Members with respect to all matters pertaining to this Trust;
- (e) to keep true and accurate books of account and records of their transactions as Trustees and to make such reports to the Members as may reasonably be required by such Members;
- (f) to invest and reinvest such monies and property of the Trust Fund as they deem in excess of current needs in stocks, bonds or other securities;
- (g) to require such reports from the Employers as they deem necessary or advisable for the proper administration of the Trust and the fulfillment of their duties hereunder;

(h) to employ such agents and counsel as may be reasonably necessary in collecting, managing, administering, investing and distributing the assets of the Trust fund;

(i) to sue and be sued, or to prosecute and defend any and all actions affecting the Trust or its business or property either in the name of the Trust or in their own names. Trustees may compromise or settle any suit, claims or demands, or waive or release any rights relating to the Trust Fund or Trust business;

(j) to adopt and enforce such bylaws or rules and regulations not inconsistent with the provisions of this instrument as they may from time to time deem expedient;

(k) to make, execute, acknowledge and deliver any and all documents that may be necessary or appropriate to carry out the powers herein granted;

(l) to file all applicable reports and disclosures required by the United States of America and the State of Maine (unless preempted); and

(m) to appoint from among themselves such committees as they shall deem expedient including an executive committee which may be vested with such powers as the Trustees in their sole discretion shall deem necessary.

5.02 The Trustees shall use and apply the Trust Fund for the following purposes:

(a) to pay benefits to Members in accordance with the schedule of benefits attached hereto as Schedule A and B as amended by the Trustees from time to time and made a part hereof;

(b) to create a reserve for payment of benefits described in (a) above;

(c) to pay or to provide for the payment on behalf of Members hereunder to the Insurer, of all premiums as they become due on any Policy;

(d) to operate the Trust in accordance with sound actuarial principles; and

(e) to pay or provide for the payment of all reasonable and necessary expenses of administering this Trust and all charges reasonably incurred by the Trustees in protecting the Trust

Fund and in carrying out their functions as Trustees hereunder, and all current Trust liabilities as determined by the Trustees.

5.03 No person dealing with the Trustees or agents of the Trust in relation to the Trust shall be obliged to see to the application of any money or property of the Trustees or to see that the terms of this Trust have been complied with or inquire into the necessity or expediency of any act of the Trustees, or agents of the Trust, and with respect to every instrument executed by the Trustees every such person shall be entitled to assume conclusively that at the time of the delivery of said instrument the Trust hereby created was in full force and effect, that said instrument was issued in accordance with the terms and conditions contained in this Trust and that the Trustees were duly authorized and empowered to execute such instrument.

5.04 The Trustees annually shall make a written report of their operations during the preceding Fiscal Year, showing their receipts, disbursements and earnings and the assets and condition of the Trust Fund. Such reports shall be kept on file at the principal office of the Trust at all times and shall be subject to inspection by any Member at any reasonable time. The Trustees shall adopt and maintain an investment policy applicable to the investments of the Trust Fund from time to time.

5.05 At every annual meeting of the Members, the Trustees shall be required to report to the Members the current financial condition of the Trust and the disposition of any surplus funds on hand.

5.06 Trustees shall be bound by all of the fiduciary provisions applicable to trustees under the Maine Probate Code, Title 18-A M.R.S.A. §1-101, et. seq., as amended.

ARTICLE VI

Trustee Liability; Indemnification

6.01 No Trustee shall be liable for any act or omission whatsoever of any other Trustee, or agent of the Trust; nor shall any Trustee be liable for any negligence, error, or judgment, or for any act or omission, except for his own willful breach of trust. Each of the Trustees shall be indemnified

by and reimbursed from the Trust Fund for any personal liability, loss or damage by him incurred or suffered, including liability, loss or damage resulting from torts in the administration of the Trust Fund, or in conducting any business or performing any act authorized or permitted by this Agreement and Declaration of Trust, or any amendment thereto, except such as may arise from his own willful breach of trust; but such indemnity or reimbursement shall be limited to the Trust Fund. Every act or thing done or omitted, and every power exercised or obligation incurred by the Trustees or any of them in the administration of this Trust or in connection with any business, property or concerns of the Trust, whether ostensibly in their own names or in their trust capacity, shall be done, omitted, exercised or incurred by them as Trustees and not as individuals; and every person contracting or dealing with the Trustees or having any debt, claim of judgment against them, or any of them, shall look only to the funds and property of the Trust for payment or satisfaction, and no Trustee, or agent of the Trust shall ever be personally liable for or on account of any contract, debt, tort, claim, damage, or decree arising out of or preservation of the Trust Fund or the conduct of any business of the Trust. There shall be purchased a surety bond in sufficient amount to insure against the defalcations of any Trustee or Trustees, or agents of the Trust under authority of the Trustees. Premium for said surety bond shall be an administrative expense of this Trust Fund.

ARTICLE VII

Termination of Trust

7.01 This Agreement and Declaration of Trust may be voluntarily terminated at any time by concurrence of all Members or by the Trustees in the event that they determine it to be impractical or economically unjustified to continue the Trust.

7.02 When action has been taken to commence the termination of this Trust, the Trustees shall wind up the affairs thereof promptly, and after payment of all debts and charges and all expenses of such termination, the assets of the Trust Fund will be distributed in such a manner that they will be used to purchase benefits provided by the Plan or similar benefits provided under a successor

plan. Following termination of the Trust, no Trust assets or funds shall inure to or accrue to the benefit of an Employer. In the event of a termination, the assets of the Trust shall be distributed as required in order to continue compliance with Section 501(c)(9) of the Internal Revenue Code, as amended, and the regulations issued thereunder. If the Trust is subject to the terms of the Act at the time of its termination, such termination shall be accomplished in accordance with Section 6610 of the Act.

ARTICLE VIII

Amendments

8.01 The Employers hereby delegate authority to the Trustees to amend the Trust to comply with any applicable law or to comply with any regulation or ruling issued by any Federal or state department or agency or in any other manner which the Trustees in their sole discretion deem appropriate. In the event that any amendment is made to the Trust, the Trustees shall notify the Employers within sixty (60) days of the date on which the Trust amendment is executed (or, if later, within sixty (60) days after approval is obtained from the Internal Revenue Service for said amendment, if the amendment is to be submitted to the Internal Revenue Service), and each Employer shall be given an opportunity to terminate its participation in the Trust without having the Trust amendment be applicable to it. If the Trust is subject to the terms of the Act at the time of its amendment, the Superintendent of Insurance shall be given prior notice of any such proposed amendment.

8.02 The Trustees intend to enter into an agreement with the Maine Bureau of Insurance designating the effective date of applicability and compliance with the Act. As of such effective date, the provisions of this Declaration of Trust which are contingent upon the applicability of the Act (e.g. portions of Sections 1.01, 7.02 and 8.01) shall become immediately operative. In addition, as of such effective date, all references herein to the "Trust" shall be deemed to refer both to the Trust and the Arrangement as defined in Section 1.01 above.

ARTICLE IX

Miscellaneous Provisions

9.01 Title to the Trust Fund at all times during the continuance of this Trust shall remain solely in the Trustees and no Member nor any Employer of a Member nor any person claiming by, through or under any of them shall have any right, title or interest in or to the Trust Fund or any part thereof except as they may be entitled to return of excess monies described in 9.02. The Trust Fund shall be held by the Trustees for the exclusive benefit of the members and their beneficiaries and no part of the principal or income of such Trust Fund shall ever revert to the Members or their employers be used or diverted to purposes other than exclusive benefits of such persons except as provided in 5.02(d) and 7.02.

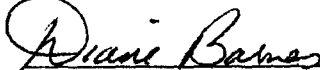
9.02 Whenever notice in writing is to be given hereunder such notice if otherwise sufficient shall be considered duly given on the date on which it is mailed, postage paid to the latest address of a Member or other person on file with the Trustees and, if notice is to be given to the Trustees, on the date on which it is mailed postage paid to the Secretary at the latest address of the office of this Trust.

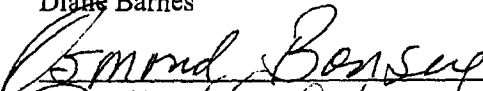
9.03 When necessary to the meaning hereof, and except when otherwise indicated by the context, either the masculine or neuter pronoun shall be deemed to include the masculine, the feminine and the neuter.

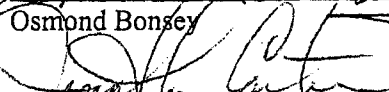
9.04 This Trust is created, and each Employer and Member accepts it in the State of Maine, and all questions as to the validity and construction hereof and of administration of the Trust created hereunder shall be determined in accordance with the laws of the State of Maine in force and prevailing.

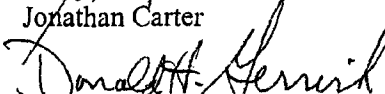
IN WITNESS WHEREOF, the undersigned have executed this Agreement and Declaration
of Trust as of the date and year first above written.

TRUSTEES

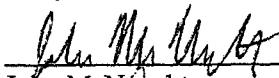

Diane Barnes

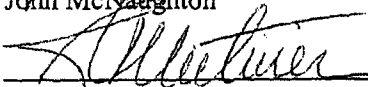

Osmond Bonsey

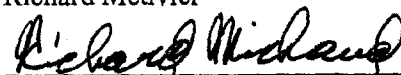

Jonathan Carter


Donald Gerrish

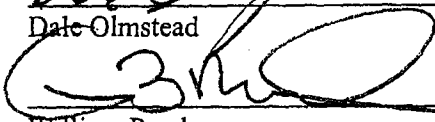

Kelly Karter


John McNaughton


Richard Metivier


Richard Michaud


Dale Olmstead


William Reed


Thomas Stevens

EMPLOYER

**MAINE MUNICIPAL EMPLOYEES HEALTH TRUST
MULTIPLE-EMPLOYER WELFARE ARRANGEMENT**

PARTICIPATION AGREEMENT

This Participation Agreement is executed by the undersigned entity (hereinafter, the "Participating Employer") to document the participation by the Employer in the Declaration of Trust of the Employees of Municipal and Other Public Employers of Maine Health Insurance Trust (hereinafter, the "Health Trust"), dated as of May 20, 1982, as amended from time to time. The Health Trust, its underlying plan documents, and the Participation Agreements of all of the Participating Employers are intended to constitute a multiple-employer welfare arrangement (hereinafter collectively referred to as the "Arrangement") under the Maine Multiple-Employer Welfare Arrangement Act, Title 24-A M.R.S.A. §6601 et. seq., as amended from time to time (hereinafter the "Act").

1. **Intent to be Bound.** The Participating Employer agrees to be bound by the provisions of the Arrangement and shall fully comply with all requirements as may be established from time to time in connection therewith. If the Participating Employer has fewer than seventy-five (75) covered employees, it agrees to participate in the Arrangement and pay premiums for a minimum of one year from the effective date of coverage. If the Participating Employer has seventy-five (75) or more covered employees, it agrees to participate in the Arrangement for a minimum of two years from the effective date of coverage. Participation in 2001 and prior years

shall be recognized for this purpose. Except as otherwise referenced herein, the definitions of terms in the Declaration of Trust for the Health Trust are incorporated herein by reference.

2. Coverage. Coverage under the Plan will not become effective with respect to any employee or dependent until the individual seeking to be covered has fully satisfied all the requirements of the Plan consistent with the Health Trust.

3. Trustee Authority. The Trustees shall have the authority (i) to act on behalf of the Plan and the Health Trust with respect to any and all matters relating thereto or having any connection therewith, (ii) to establish rules and requirements for the administration of, and participation in, the Health Trust, and (iii) to amend the Health Trust in accordance with Article VIII thereof. The Board of Trustees shall also be authorized to amend this Participation Agreement, and Appendices thereto, as they shall deem necessary. Any amendment shall be provided to each Participating Employer, which shall thereafter have a right to withdraw from the Arrangement within thirty (30) days. Any Participating Employer that does not elect to withdraw within thirty days after receipt of such amendment shall be deemed to have consented to such amendment.

4. Premium Payments and Health Trust Action.

(a) Rating Schedule. The Board of Trustees shall annually establish a rating schedule which shall produce a sum of money necessary to pay the participant claims, administrative expenses, excess insurance, and other expenses of the Health Trust and to create adequate loss fund reserves. Each Participating Employer's contribution rate shall be determined in accordance with the rating guidelines and underwriting procedures consistently applied from time to time. The Trustees shall establish rates so as to maintain a positive fund balance in accordance with Act Section 6605.

(b) Payment of Claims Obligations. The Health Trust will make or secure payment on behalf of each Participating Employer under criteria to be established by the Board of Trustees for the payment of claims as provided in the scope of coverage provided within the benefit plan selected by the Participating Employer.

(c) Annual Audited Financial Statement. The Board of Trustees shall file with the Participating Employers, on or before the last day of the sixth month following the end of the fiscal year, audited financial statements certified by an independent Certified Public Accountant which shall include, but not be limited to, actuarially certified reserves for known claims and expenses associated with those claims, claims incurred but not reported and expenses associated with those claims, and unearned premiums and reserves for bad debts.

5. Joint and Several Liability. This is a fully assessable contract. In the event the Arrangement is unable to pay its obligations, Participating Employers will be required to contribute through an equitable assessment the money necessary to meet any unfulfilled obligations. Consistent with the requirements of §6609.1 of the Act and Section 3.06 of the Trust, each Participating Employer agrees to be and shall be jointly and severally liable for all of the obligations of the Arrangement, including but not limited to (i) any and all assessments, premiums or other charges required to be deposited with the Health Trust, (ii) any and all claims related to covered benefits of covered employees, (iii) any lawful awards entered against the Health Trust which it may be legally obligated to pay (whether or not such Participating Employer has since withdrawn from participation), and (iv) any and all contingent assessment liabilities. Each Participating Employer shall be obligated to pay a pro-rata portion of any deficiency determined by the Board of Trustees to exist for any plan year, or part thereof, that the Participating Employer participated in the Arrangement, in accordance with the Contingency As-

assessment Plan attached hereto as Appendix A, as amended from time to time. Subject to the minimum participation requirements specified in Section 1 above, any Participating Employer shall have the right to withdraw from the Trust upon delivery of sixty days' written notice of its intent to withdraw, but such Participating Employer shall be liable for all premiums due during such notice period and shall continue to be liable for any assessments applicable to any plan year, or part thereof, it participated in the Trust, as provided above.

6. **Mutual Agreement Not Partnership.** The Participating Employers intend this Agreement to be a mutual covenant of assumption and not a partnership, but should any court of competent jurisdiction construe the same to be a partnership, then it is the intention of the parties that such partnership be limited in scope to the uses for which this contract is executed and no other.

7. **Contractual Obligation.** This Agreement shall constitute a contract among Participating Employers and the Health Trust. The obligations and responsibilities of the Participating Employers set forth herein include the obligation to take no action inconsistent with the Agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Participating Employer. The contracting parties intend their obligation to extend only within the scope of this Agreement, and nothing herein contained shall be deemed to create any relationship of surety, indemnification or responsibility between Participating Employers for the debts of or claims against any other Participating Employer, except as specifically provided in the Arrangement.

IN WITNESS WHEREOF, this Agreement has been executed by the Maine Municipal Association as Plan Administrator of the Health Trust and by the undersigned duly authorized

officers of the municipality/entity named below and pursuant to a resolution of the municipal-
ity/entity dated the _____ day of _____, 20____ (Date of resolution.)

MAINE MUNICIPAL ASSOCIATION
(Plan Administrator)

MUNICIPALITY/ENTITY:

(Participating Employer)



By its duly authorized person(s):

By: _____

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APPENDIX A

MMEHT ASSESSMENT POLICY

The following assessment policy is to be applied whenever the assets of the Trust are actuarially determined to be insufficient to enable the Trust to discharge its legal liabilities and other obligations, or as may be directed by appropriate regulatory authority.

The assessment provision shall be applied by plan group (Health, Dental, Income Protection). Employer groups are subject to assessments for each plan group in which they have participated. Employer groups are not subject to assessments for plan groups in which they have not participated.

The assessment will be applied to all employer groups that participated in the year or years in which fund losses caused the insolvency. This provision is limited to the then current year and the three immediately preceding years.

The assessment for each of the designated years shall be levied against all employers who participated in the year, including those that may have withdrawn from the Trust during or after the designated year. Employer groups that withdrew from the Trust prior to the beginning of the designated year or who joined the Trust after the conclusion of the designated year shall not be subject to the assessment for that year.

The total assessment amount shall be apportioned among all participating employer groups based on the premium paid by each.

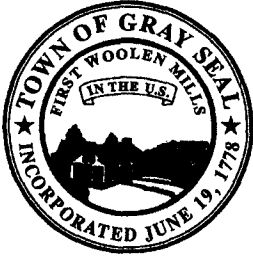
The Board of Trustees shall determine the payment schedule for assessments at the time the assessment is declared and shall provide a minimum of thirty days notice to all participating employer groups prior to the beginning of the payment schedule.

MMEHT DISTRIBUTION POLICY

The Board of Trustees may distribute the surplus funds, as determined in its sole discretion, to participating employer groups, and may upon dissolution of the Trust distribute net assets remaining after all Trust obligations have been satisfied, in accordance with the terms of the Trust Agreement.

Amounts distributable shall be separately determined for each plan group identified by the Board of Trustees ~~for~~ in each fund year identified by the Board of Trustees and shall be based on audited financial statements.

The total amount distributable shall be apportioned among all employer groups based on the premium paid by each.



TOWN OF GRAY

6 Shaker Road
Gray, Maine 04039
townmanager@graymaine.org

1738
First Settled

Rec. 6-9-10
Regular mail

June 3, 2010

Don Willard, Town Manager
Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

Re: Shared Public Safety Services

Dear Don,

Thank you for your letter dated May 28, 2010 regarding the unresolved issues over shared public safety services. The Town of Gray recognizes and appreciates the very professional, shared public safety services that the Raymond Fire/Rescue has historically provided to our residents. The Town Council agrees that it is not appropriate to burden Raymond taxpayers for taking care of those Gray residents in District 6 on your side of Little Sebago. Consequently, we did not "postpone" further discussions on the unresolved issues; on the contrary, in an effort to arrive at a mutually beneficial agreement that would be fair to both communities, we proposed the following options:

1. Provide medical reimbursement services for the billing of Rescue and EMS calls.
2. Provide primary, full-service public safety coverage to the North Raymond Road.
3. Provide a more realistic cost per call value and then settle up at the end of each year, netting out any calls where Gray provided full service coverage to Raymond.
4. Provide snow plowing to 1.59 miles of combined roadway on Gore Road and Brown Road (including sand and salt), at a value of \$5,586 to offset the final cost at the end of each year.
5. Offered a flat amount of \$10,000 for the next fiscal year.

Also, as a gesture of good faith this April, we paid \$3,831 for the broken stretcher that occurred in 2001. As you know, this was an on-going dispute that needed to be resolved, and now has been. Additionally, in February, we paid Raymond \$4,985, as previously agreed upon between our Fire Chiefs, for sharing the cost of heating the Webbs Mills Fire Station. Those two payments from Gray total \$8,816 in just this year alone.


The last communication that we received from Chief Morse (after we proposed to pay Raymond a flat fee of \$10,000) was that he did not believe his Board of Selectmen could agree to it without losing "credibility" with the citizens of Frye Island. Instead, he asked us to review and work off your agreement with Frye Island. However, we feel that our long-term relationship with Raymond does not make for a fair comparison with Frye Island, and so my Town Council is not interested in entering into the same agreement Raymond has with Frye Island.

At this point, Raymond has indicated that it is not interested in sharing these public safety services with Gray, and the Town Council is not interested in providing Raymond with the taxes Gray collects from its residents on the far side of Little Sebago--just as Raymond is apparently not interested either in providing Gray with its EMS calls insurers reimbursement revenues, or even crediting our account for those revenues. Therefore, the Town Council has instructed Chief Morrison and me to make arrangements to provide our own primary, full-service public safety coverage to our residents in District 6, as of the July 1, 2010 deadline set by the Raymond Selectmen.

While we have not been able to resolve this issue of primary public safety coverage, the Town Council has not made a decision to cut all ties with Raymond and intends to live up fully to the mutual aid agreement that both communities have enjoyed since 1947 for the benefit and protection of the residents of both communities that we serve. On behalf of the Town of Gray, we remain committed to maintaining our professional relationship with the Town of Raymond on an on-going basis into the future.

Thank you.

Sincerely,


Deborah S. Cabana
Town Manager

cc: Gray Town Councilors
Galen Morrison, Fire Chief
Mike Reynolds, Raymond Board of Selectmen



401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742

May 28, 2010

Deb Cabana
Town of Gray
6 Shaker Road
Gray, ME 04039

Dear Deb:

I am writing in follow-up to Chairman Mike Reynolds' letter to Chairman Peter Gellerson, dated April 7, 2010. It now appears that negotiations have been postponed by Gray to a date uncertain, and that the timeline for expiration of services provided by Raymond to Gray may pass with the issue of continuing essential public safety services still unresolved.

According to Chairman Reynolds' letter, and consistent with the direction of the Raymond Board of Selectmen, Raymond will cease providing primary, full service public safety coverage to Gray on July 1, 2010.

A formal financial proposal from Gray, to maintain the current level of services Raymond provides, can be received for consideration as late as Tuesday, June 8, 2010 to meet public notice requirements for inclusion on the Selectmen's regular agenda for June 15, 2010. Failing this timeline, and approval by the Board of Selectmen to continue services, Raymond will discontinue said services at midnight on June 30, 2010.

I do appreciate your willingness to try to resolve this situation, and stand ready to assist in any way possible. In that regard, if I can provide any additional information please do not hesitate to contact me.

Sincerely,

Don Willard
Town Manager

cc: Peter Gellerson, Chair Gray Town Council
Raymond Board of Selectmen
Denis Morse, Raymond Fire Chief