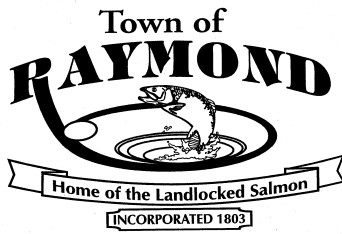


***SELECTMEN'S
MEETING e-PACKET
List of Files
DATE***

| | |
|---|-------------------|
| List of Files | Page 1 |
| Agenda | Page 2-3 |
| Agenda Summary | Page 4-7 |
| Liquor License Renewal Application | Page 8-15 |
| Abatements (2) | Page 16-17 |
| New Commercial Building Permit and Checklist | Page 18-22 |
| Draft FY11-12 Municipal Budget | |
| Development Schedule | Page 23 |
| Project Canopy Application Materials | Page 24-33 |
| Land Survey Materials Submitted by Greg Foster | Page 34-39 |
| Memorial and Dedication Page Policy | Page 40 |
| Memorandum from Hugh Coxe | Page 41-42 |
| Memorandum from Danielle Loring | Page 43 |
| Draft IAFF Local 4095, AFL-CIO-CLC Agreement | Page 44-57 |
| Materials for Raymond Beach RFP | Page 58-80 |



**BOARD OF SELECTMEN
AGENDA**

December 14, 2010

7:00 p.m.

JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.**
- 2) Minutes of previous meeting dated November 9, 2010**
- 3) New business.**
 - a) Liquor License Application Renewal for Whines Ent., Inc DBA Cafe Sebago- Town Clerk Louise Lester**
 - b) Consideration of Abatements- Tax Assessor Michael O'Donnell**
 - c) Report on unlicensed businesses, new permit work with Fire Department and building code update- Code Enforcement Officer Chris Hanson**
 - d) Discussion of protocol for making requests for information by Selectmen- Chairman Joe Bruno**
 - e) Draft FY11-12 Municipal Budget Development Schedule for Review**
 - f) Discussion of Project Canopy Grant Application/Project- Forester Greg Foster**
 - g) Greater Portland Council of Government (GPCOG) update- Mike Reynolds, Raymond Representative**
- 4) Old (unfinished) business.**
 - a) Policy Creation: "Memorial and Dedication Page Policy"- Town Manager Don Willard**
 - b) Discussion of Memorandum from Planner Hugh Coxe Regarding Proposed US Cellular Wireless Communication Facility (Cell Tower)**
 - c) Tax Acquired Property Sale Update- Town Manager Don Willard**
 - d) Elderly Resident Property Tax Deferral Law- Chairman Joe Bruno**
 - e) Discussion/Consideration of draft IAFF Local 4095, AFL-CIO-CLC Agreement- Fire Chief Denis Morse**

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

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

6) Town Manager Report and Communications.

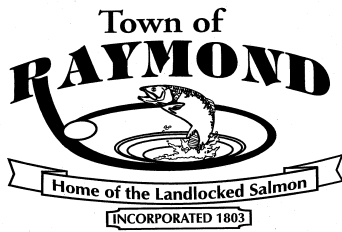
a) Confirm date for next meeting. Proposed date: Tuesday, January 11, 2011.

7) 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.

8) Fiscal Warrants – Payroll and Appropriation Warrants – December 14, 2010

9) Adjournment.

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



**BOARD OF SELECTMEN
AGENDA**

December 14, 2010

7:00 p.m.

JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated November 9, 2010**
- 3) **New business.**
 - a) **Liquor License Application Renewal for Whines Ent., Inc DBA Cafe Sebago- Town Clerk Louise Lester**

The fire department performed the requisite life safety and fire protection ordinance inspections and is recommending approval of this renewal liquor license. Raymond Fire Inspector Craig Messinger will report that no life safety code violations were found at the establishment at this time. No complaints have been lodged with the Town against Cafe Sebago regarding their operations.

b) Consideration of Abatements- Tax Assessor Michael O'Donnell

Contract Assessor Michael O'Donnell has a short list of abatements (attached to the ePacket) for Selectmen review. Mr. Willard will be presenting these to the Selectmen for consideration.

c) Report on unlicensed businesses, new permit work with Fire Department and building code update- Code Enforcement Officer Chris Hanson

Code Enforcement Officer Chris Hanson will be updating the Selectmen on his work in researching non-compliant businesses in Raymond and his efforts to help businesses correct outstanding issues. This includes the creation of Commercial Building and Change of Use Permits (Attached to the ePacket), as well as guidelines to meet the new International Building Code (IBC) 2009 Code. Mr. Hanson will be prepared for public discussion and questions.

d) Discussion of protocol for making requests for information by Selectmen- Chairman Joe Bruno

This agenda item is to clarify how requests for specific information by members of the Selectmen need to be channeled and how much related staff time should be devoted to compiling such requests beyond what is deemed to be the normal scope of an agenda item and at what cost when outside agencies are involved to help compile the information.

It also needs to be determined when the information requested goes further than what is required for a member of the Selectmen to make an informed decision pertaining to the agenda, ePacket, or a matter in front of the Board. The cost involved must be judged against a citizen initiated

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

request that seeks information through the Freedom of Information Act (FOIA). A significant difference is that any costs associated with FOIA can be passed along to the person requesting that information.

e) Draft FY11-12 Municipal Budget Development Schedule for Review

As in prior years the Board of Selectmen set annual budgetary performance goals to help guide the Town Manager, Finance Director and other Department Heads in the development of the municipal budget. For the past five years an LD-1 compliant budget has been adopted that is both revenue neutral and fiscally responsible to Raymond taxpayers. Staff expects this years budget to be even more challenging, given the continuing economic downturn and expected reduction of both inter-governmental and local revenues. For reference, the FY 2011/2012 budgetary performance measures are outlined below:

1. Increase appropriation for capital road improvement work
2. Eliminate use of fund balance/surplus as a revenue to reduce taxes.
3. Develop a core services driven budget by concentrating funding efforts on legal or mission-required services.
4. Explore privatization and outsourcing of services for cost savings
5. Work with neighboring towns and/or Cumberland County government to reduce costs and maintain or improve services.
6. Maintain current service levels in the areas of roadside solid waste/recycling collection; support to Raymond Waterways Protective Association and Raymond Village Library.
7. Investigate bonding for capital improvements vs. capital reserve budgeting to achieve maximum utilization of current capital resources.
8. Investigate the possibility of instituting a merit pay based employee compensation system
9. Understand that all budget areas are "on the table," including additional reductions in programs/services and personnel costs, including possible layoffs.

Overarching Budget Goal: To continue to control the municipal portion of the tax rate, which has been both LD-1 compliant and flat for the past five years.

f) Discussion of Project Canopy Grant Application/Project- Forester Greg Foster

Local Forester Greg Foster will lead a discussion over the possible application by the Town of Raymond for Project Canopy Grant funds, administered by Maine Forest Service to actively manage, and selectively harvest, the Town's woodlands. The Grant would address parcels ten acres or more in size. From the Town owned property list, there are 2 parcels that are larger than ten acres. These are the Egypt Road, Farwell Bog (former landfill), property at 83 acres and the Patricia Avenue, former sludge disposal area, at 140 acres.

Given the significant amount of effort involved in producing grant application materials and to solicit competitive proposals from interested foresters, Town staff recommends that the Board of Selectmen give consideration to engaging Mr. Foster to complete the required work on a sole-source contractor basis, with the understanding that no financial remuneration would be made to him, unless the Town were to receive a favorable outcome on the related grant application and decide to go forward with any resulting forest management plan. Such a plan would need to generate revenues to produce the desired outcomes and funds for the related forestry management and survey work.

g) Greater Portland Council of Government (GPCOG) update- Mike Reynolds, Raymond Representative

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

Selectman Mike Reynolds will give a brief update regarding the GPCOG program activities.

4) Old (unfinished) business.

a) Policy Creation: “Memorial and Dedication Page Policy”- Town Manager Don Willard

Town Manager Don Willard will present a revised draft of this proposed policy, which was first discussed at the Board of Selectmen meeting held on November 11, 2010. At the request of the Selectmen, a “Town Report Memorial Page Policy” has been created. This policy outlines the procedure that will create a memorial page to honor Raymond citizens who have passed away in previous fiscal year and made significant civic contributions during their lifetimes. The Selectmen will review and possibly revise this policy before adopting it.

b) Discussion of Memorandum from Planner Hugh Coxe Regarding Proposed US Cellular Wireless Communication Facility (Cell Tower)- Town Manager Don Willard

Attached to the ePacket is a memorandum from Planner Hugh Coxe outlining suggested Selectmen action. At the November 10, 2010 Planning Board Meeting, a 6-0 vote was taken to recommend that a Special Town Meeting be scheduled to vote on the conditional rezoning proposal. The Planning Board elected to make no recommendation for or against the proposal. US Cellular is requesting a Special Town Meeting vote to allow the conditional rezoning, itself, and would like the opportunity to make a presentation to the voters in attendance.

c) Tax Acquired Property Sale Update- Town Manager Don Willard

Town Manager Don Willard will provide an update on the ongoing process made in selling those properties that have become tax acquired and do not have any recovery payment arrangements being made by the prior owners.

d) Elderly Resident Property Tax Deferral Law- Chairman Joe Bruno

The Board of Selectmen discussed this new State law at a previous meeting and directed staff to advertise the availability and intent of the law on the Town's website, television station and posting places in order to get feedback from Raymond residents and gauge interest in enacting a local tax deferral program. After eight weeks of advertisement, no inquiries, comments or expressions of interest in creating such a program have been received.

e) Discussion/Consideration of draft IAFF Local 4095, AFL-CIO-CLC Agreement- Fire Chief Denis Morse

Fire Chief Denis Morse and Town Manager Don Willard have been meeting with representatives of the AFL-CIO-CLC Local 4095 over the past nine months to arrive at an initial agreement between the parties. The draft document, attached to the ePacket, represents the summation of those discussions to date, including changes that were discussed during the October 12, 2010 Board of Selectmen Executive Session.

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

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

6) Town Manager Report and Communications.

a) Confirm date for next meeting. Proposed date: Tuesday, January 11, 2011.

b) Raymond Beach Management Request for Proposals (RFP) Now Available

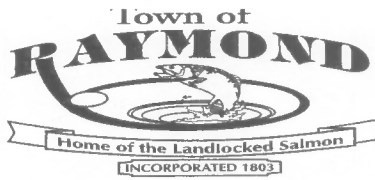
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8) Fiscal Warrants – Payroll and Appropriation Warrants – December 14, 2010

9) Adjournment.

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

Denis Morse
Chief



Bruce Tupper
Assistant Chief

FIRE/RESCUE

1443 Roosevelt Trail
Raymond, Maine 04071

Emergency 9-1-1

Chief's Office 655-1187

Dispatch 655-7851

November 22, 2010

To: Raymond Board of Selectmen

From: Craig Messinger Raymond Fire Inspector

Re: Cafe Sebago

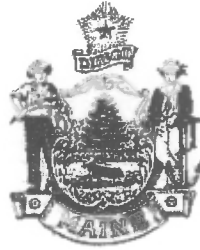
Please be advised, that on this day November 22, 2010 a Life Safety Inspection was conducted at Cafe Sebago at #1248 Roosevelt Trail. At this time no code violations were noted in accordance to NFPA 101, Life Safety standard.

Respectfully,

A handwritten signature in cursive script, appearing to read "Craig Messinger".

Craig Messinger, Raymond Fire Inspector

Department of Public
Inspection
Division



Safety Liquor Licensing &

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES 2-6-11

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV) RESTAURANT/LOUNGE (Class XI)
 HOTEL-OPTINONAL FOOD (Class I-A) HOTEL (Class I,II,III,IV)
 CLASS A LOUNGE (Class X) CLUB-ON PREMISE CATERING (Class I)
 CLUB (Class V) GOLF CLUB (Class I,II,III,IV)
 TAVERN (Class IV) OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

| | | | |
|---|--|--------------------------------------|--|
| 1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.) | | 2. Business Name (D/B/A) | |
| WILLIAM E HINES JR DOB: 12/20/52 | | WHINES ENT, INC DBA CAFE SEBAGO | |
| KIMBERLY Y HINES DOB: 2/7/70 | | 1248 ROOSEVELT TRAIL | |
| Address | | Location (Street Address) | |
| 125 LIBBY ROAD | | RAYMOND ME 04071 | |
| City/Town State Zip Code | | City/Town State Zip Code | |
| CASCO, ME 04015 | | CASCO ME 04015 | |
| Telephone Number Fax Number | | Business Telephone Number Fax Number | |
| 655-4445 | | 655-4006 | |
| Federal I.D. # | | Seller Certificate # | |
| 27-0113199 | | 1080907 | |

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
 4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 179 K LIQUOR \$ 234 K
 5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
 7. If manager is to be employed, give name: _____
 8. If business is NEW or under new ownership, indicate starting date: _____
 Requested inspection date: _____ Business hours: _____
 9. Business records are located at: 125 LIBBY ROAD, CASCO ME 04015

10. Is/are applicants(s) citizens of the United States? YES NO
11. Is/are applicant(s) residents of the State of Maine? YES NO
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

| Name in Full (Print Clearly) | DOB | Place of Birth |
|------------------------------|----------|----------------|
| WILLIAM E HINES JR | 12/20/52 | MCKEESPORT, PA |
| KIMBERLY Y HINES | 2/7/70 | AUBURN, N.Y. |

Residence address on all of the above for previous 5 years (Limit answer to city & state)
CASCO, ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) BAR, PUB ROOM,
DINING ROOM, KITCHEN, DECK

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: OS

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? .5 Which of the above is nearest? CHURCH.

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: EVERGREEN CREDIT UNION, CEI, FATHER, UNCLE, FRIEND

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: _____ on _____, 20____

Town/City, State Date

[Signature]
Signature of Applicant or Corporate Officer(s)

Please sign in blue ink Kimberly Y. Hines
Signature of Applicant or Corporate Officer(s)

WILLIAM E HINES, JR
Print Name

KIMBERLY Y. HINES
Print Name

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

- Class I** Spirituous, Vinous and Malt\$ 900.00
CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.
- Class I-A** Spirituous, Vinous and Malt, Optional Food (Hotels Only)\$1,100.00
CLASS I-A: Hotels only that do not serve three meals a day.
- Class II** Spirituous Only\$ 550.00
CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.
- Class III** Vinous Only\$ 220.00
CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.
- Class IV** Malt Liquor Only\$ 220.00
CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.
- Class V** Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)\$ 495.00
CLASS V: Clubs without catering privileges.
- Class X** Spirituous, Vinous and Malt – Class A Lounge\$2,200.00
CLASS X: Class A Lounge
- Class XI** Spirituous, Vinous and Malt – Restaurant Lounge\$1,500.00
CLASS XI: Restaurant/Lounge; and OTB.

FILING FEE.....\$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

The undersigned being: Municipal Officers County Commissioners of the
 City Town Plantation Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

WILLIAM E HINES JR
Print Name of Duly Authorized Officer

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: _____

2. Title, name, birth date and telephone number of each principal officer of the club:

| Title | Name | Birth Date | Telephone # |
|-------|------|------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

3. Date Club was incorporated: _____

4. Purpose of Club: () Social () Recreational () Patriotic () Fraternal

5. Date regular meetings are held: _____

6. Date of election of Club Officers: _____

7. Date elected officers are installed: _____

8. Total Membership: _____ Annual Dues: _____ Payable When: _____

9. Does the Club cater to the public or to groups of non-members on the premises? () YES () NO

10. Excluding salaries, will any person other than the Club, receive any of the financial profits from the sale of liquor?

() YES () NO

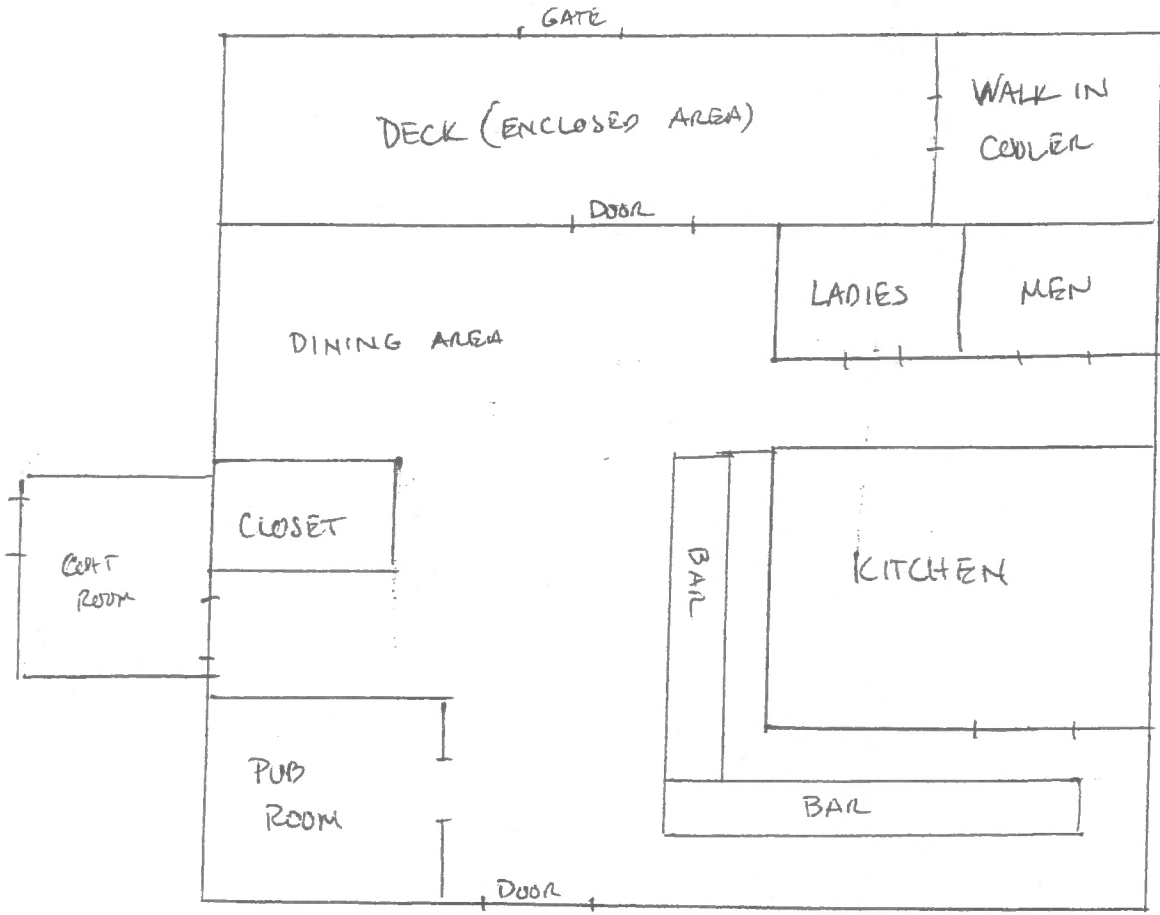
11. If a manager or steward is employed, complete the following:

Name: _____ Date of Birth: _____

Signature and Title of Club Officer

Print Name and Title of Club Officer

PREMISE DIAGRAM



TOWN OF RAYMOND Assessing Office

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

Hutchinson, Russell R.
Hutchinson, Deborah J.
363 North Raymond Road
Raymond, ME 04071

Map-Lot 019-027-000-000 Acct# H2281R

Dear Mr. & Mrs Hutchinson,

This letter is to inform you that the Raymond Assessors have reduced your property value by 21,500 and granted an abatement of **\$232.20** for the **2010** 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.

| | 2010 | 2010 Revised | Change |
|---------------|----------|--------------|----------|
| Land | 34800 | 34800 | |
| Bldg | 26400 | 4900 | 21500 |
| Total | 61200 | 39700 | |
| Exempt | 0 | 0 | |
| Taxable Total | 61200 | 39700 | |
| Mil Rate | 0.01080 | 0.01080 | 0.01080 |
| Tax | \$660.96 | \$428.76 | \$232.20 |

The abatement was granted on the following grounds:

The mobile home was demolished in the summer of 2010. As of April 1, it was used as storage and was not inhabitable. The building value has been lowered to include only the garage and the mobile home valued as a shed.

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

Marianne Dubois
99 Montsweag Woods Lane
Woolwich, ME 04579

Map-Lot 055-019 Acct # S0730R

Dear Marianne,

This letter is to inform you that the Raymond Assessors have reduced your property value by 51,700 and granted an abatement of **\$558.36** for the **2010** 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.

| | 2010 | 2010 Revised | Change |
|---------------|------------|--------------|----------|
| Land | 117400 | 82300 | 35100 |
| Bldg | 82400 | 65800 | 16600 |
| Total | 199800 | 148100 | |
| Exempt | 0 | 0 | |
| Taxable Total | 199800 | 148100 | |
| Mil Rate | 0.01080 | 0.01080 | 0.01080 |
| Tax | \$2,157.84 | \$1,599.48 | \$558.36 |

The abatement was granted on the following grounds:

The taxpayer presented an appraisal from 2006 for 160,000. The property has deteriorated since the appraisal date. Based on a review by the assessor's agent the value of the land was lowered to match nearby lots and the value of the building was lowered to acknowledge the overall condition of the structures.

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: _____



General Commercial Building and Change of Use Permit Application

| | | |
|---|---|--|
| Location/Address of Construction: _____ | | |
| Total square footage of proposed structure/Area: _____ | | Square footage of lot: _____ |
| Map: _____ | Applicant (must be Owner, Lessee, or Buyer): Name: _____ Address: _____ | Owner (if different from applicant) Name: _____ |
| Lot: _____ | | Address: _____ |
| Cost of Work: _____ | _____ | _____ |
| Fee: _____ | Phone Number: _____ | Phone Number: _____ |
| Current/Previous Legal Use: _____ | | |
| Proposed Use: _____ | | |
| Is Property Part of a subdivision? YES NO If Yes, please name: _____ | | |
| Project Description: _____ | | |
| Contractor: _____ Telephone: _____ | | |
| Address: _____ | | |
| Who should we contact when the permit is ready? _____ | | |
| Telephone: _____ Mailing Address: _____ | | |

Please submit all of the information outlined in the application checklist. Failure to do so will delay permit approval. Please allow 48 business hours for processing.

I hereby certify that I am the authorized Owner of record of the named property, or that the owner authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Raymond Code Officer shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

| | |
|----------------------------|------------------|
| Printed Name | Application Date |
| Signature | Issue Date: |
| Chris Hanson, Code Officer | |

This is not a permit; you may not commence any work until the Permit is issued.
Raymond Code Enforcement Office • 401 Webbs Mills Rd • Raymond, ME 04071 • (207) 655-4742 • Fax: (207) 655-3024



Commercial Interior & Change of Use Permit Application Checklist

All of the following information is required and must be submitted. Checking off each item as you prepare your application package will ensure your package is complete and will expedite the permitting process.

One (1) Complete set of construction drawings must include:

Note: Construction documents for costs in excess of \$50,000.00 must be prepared by a Design Professional and bear their seal.

- Cross sections w/ framing details
- Detail of any new walls or permanent partitions.
- Floor plans and elevations
- Window and door schedules
- Complete electrical and plumbing layout
- Mechanical drawings for any specialized equipment such as furnaces, chimneys and gas equipment, HVAC equipment or other types of work that may require special review.
- Insulation R-factors of walls, ceilings, floors & U-factors of windows as per IEEC 2003.
- Proof of ownership is required if it is inconsistent with the assessors records.
- Reduced plans or electronic files in PDF format are required, if originals are larger than 11"x17"
- Per State Fire Marshall, all new bathrooms must be ADA compliant.

Separate permits are required for internal and external plumbing, HVAC & electrical installations.

For additions less than 500 sq. ft., or that does not affect parking or traffic, a site plan exemption should be filed including:

- The shape and dimension of the lot, footprint of the existing and proposed structure and the distance for the actual property lines.
- Location and dimensions of parking areas and driveways, street spaces and building frontage.
- Dimensional floor plan of existing space and dimensional floor plan of proposed space.

**A Minor Site Plan Review is required for any change of use between 5,000 and 10,000 sq. ft.
(Cumulatively within a 3 year period)**

This is not a permit; you may not commence any work until the Permit is issued. Page 1 of 4

Raymond Code Enforcement Office • 401 Webbs Mills Rd • Raymond, ME 04071 • (207) 655-4742 • Fax: (207) 655-3024

Fire Department Requirements

The Following must be submitted on a separate sheet:

- Name, address and phone numbers for applicant **and** project architect.
- Proposed use of structure (NFPA and IBC classifications)
- Square footage of proposed structure (Total and per story).
- Existing and proposed fire protection structure.
- Separate plans shall be submitted for:
 - a) Suppression System
 - b) Detection System
- A separate Life Safety Plan must include:
 - a) Fire resistance ratings of all means of egress
 - b) Travel distance from the most remote point to exit discharge
 - c) Location of any required fire extinguishers
 - d) Location of emergency lighting
 - e) Location of exit signs
 - f) NFPA 101 code summary
- Elevators shall be sized to fit an 80"x24" stretcher

For questions on Raymond Fire Department Requirements, please contact their office at (207) 655-7851.

**Please submit all of the information outlined in this application checklist.
Permits cannot be issued for incomplete applications.**

In order to be sure that the Town of Raymond understands the full scope of the project, the Code Enforcement Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications, visit the Code Enforcement website online at <http://raymondmaine.org/town-office/code-enforcement>, or stop by the Code Enforcement Office at 401 Webbs Mills Rd or call (207) 655-4742.

**Permit fee: \$30.00 for the first \$1000.00 of construction
then \$10.00 per additional \$1000.00 of cost.**

This is not a permit; you may not commence any work until the Permit is issued. Page 2 of 4

Raymond Code Enforcement Office • 401 Webbs Mills Rd • Raymond, ME 04071 • (207) 655-4742 • Fax: (207) 655-3024



Accessibility Building Code Certificate

Designer: _____

Address of Project: _____

Nature of Project: _____

The technical submissions covering the proposed construction work as described above have been designed in compliance with the applicable referenced standards found in the Maine Human Rights Law and Federal Americans Disabilities Act. Residential buildings with 4 units or more must conform to the Federal Fair Housing Accessibility Standards. Please provide proof of compliance if applicable.

Signature: _____

Title: _____

(SEAL)

Firm: _____

Address: _____

Phone: _____

THIS IS REVIEWED BY THE STATE FIRE MARSHALL'S OFFICE

For this form, or to download this form and other permit applications, please visit the Code Enforcement section of our website at www.raymondmaine.org

This is not a permit; you may not commence any work until the Permit is issued. Page 3 of 4

Raymond Code Enforcement Office • 401 Webbs Mills Rd • Raymond, ME 04071 • (207) 655-4742 • Fax: (207) 655-3024



Certificate of Design

Date: _____

Applicant: _____

These plans and/or specifications covering construction work on: _____

Have been designed and drawn up by the undersigned, a Maine registered architect/engineer according to the *2009 International Building Code* and local amendments.

Signature: _____

Title: _____

(SEAL)

Firm: _____

Address: _____

Phone: _____

\$50,000.00 or more in new construction, repair, expansion, addition or modification for building or structures, shall be prepared by a registered design professional.

For this form, or to download this form and other permit applications, please visit the Code Enforcement section of our website at www.raymondmaine.org

This is not a permit; you may not commence any work until the Permit is issued. Page 4 of 4

Raymond Code Enforcement Office • 401 Webbs Mills Rd • Raymond, ME 04071 • (207) 655-4742 • Fax: (207) 655-3024

***** DRAFT *****
Town of Raymond
FY 2011/2012
Budget Development Schedule

- **December 14, 2010, Tuesday, 7:00 p.m., Broadcast Studio** – Board of Selectmen to review/revise draft 2011/2012 FY budget schedule and set directive for budget process
- **December 20, 2010, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to have organizational meeting and review draft budget schedule
- **December 31, 2010, Friday** - Town Manager submits standardized instructions and directives to Department Heads for budget requests, which are to be returned to the Town Manager by January 18, 2011.
- **January 18, 2011, Friday** – All municipal budgets, including CIP, are submitted to the Town Manager
- **February 11, 2011, Friday** – Town Manager submits budget to the Board of Selectmen and Budget/Finance Committee.
- **February 22, 2011, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen and Budget/Finance Committee review proposed municipal budget expenditures and projected non property tax revenues
- **March 15, 2011, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen consider (vote) recommended municipal budget.
- **March 21, 2011, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to consider/vote on recommended municipal budget
- **April 20, 2011, Wednesday** - Budget to be submitted to the printers.
- **June 7, 2011, Tuesday** – Annual Town Meeting

Town Owned Property

| MLS | Property ID | Location | Use | Acreage |
|----------------------|-------------------------|----------------------|-----------------------------------|---------|
| Town Owned Property* | | | | |
| 010/129/000 | Island in Panther Pond | Panther Pond | Vacant | 0.01 |
| 014/034/000 | Former Landfill | Egypt Road- Farwell | Vacant | 83 |
| 052/048/000 | Veterans Memorial Park | Roosevelt Trail | Park | 1.01 |
| 004/106/A00 | Public Safety Building | 1443 Roosevelt Trail | Fire Station | 8.54 |
| 007/008/A00 | Oakledge Fire Pond | 27 Oakledge Drive | FL 3 Water Hole for FD | 0.12 |
| 010/098/000 | Town Office | 401 Webbs Mills Rd | Town Office | 1.1 |
| 010/103/000 | Nature Trails JSMS | 0 Webbs Mills Rd | Behind School | 4.1 |
| 010/115/000 | District 2 Fire Station | 387 Webbs Mills | Incl. (010/109)(010/114)(010/116) | 1.3 |
| 010/112/000 | Fire Pond | 0 Raymond Hill Rd | Incl. 010/111/A000 Fire Pond | 0.26 |
| 013/010/000 | Raymond Hill Cemetery | 84 Raymond Hill Rd | Cemetery Plot | 7.9 |
| 018/036/000 | Mountain Cemetery | 65 Mountain Road | Cemetery Plot | 0.25 |
| 019/021/000 | Cemetery | 0 North Raymond Rd | Cemetery Plot | 2.12 |
| 022/004/000 | Dam at Raymond Pond | 239 Raymond Hill Rd | Bartlett Brook | 0.12 |
| 039/004/000 | Village Cemetery | 34 Mill St | Cemetery | 3.4 |
| 046/032/000 | Part of District 1 | 0 Meadow Rd | Vacant | 0.5 |
| 046/033/000 | Town of Raymond Library | 3 Meadow Road | Library | 0.4 |
| 046/036/000 | District 1 Fire Station | 47 Main St | Fire Station | 0.5 |
| 048/011/000 | Sherri Gagnon Field | 63 Mill St | FL 145 | 5.7 |
| 050/052/000 | Wetlands | 0 Roosevelt Trail | Wetlands | 1.8 |
| 005/019/000 | Sludge Disposal Site | 77 Patricia Ave | FL 169 Town Dump; Incl. 005/019 | 140 |
| 058/009/000 | The Venice | 0 Deep Cove | Island of Raymond Beach | 0.1 |
| 061/004/000 | Bus Turn Around | 0 Deep Cove | FL 2 | 0.2 |
| 009/013/000 | Riverside Cemetery | 168 Plains Road | Cemetery | 5.2 |
| 009/045/000 | Abuts salt Shed | 0 Plains Rd | Vacant | 1.6 |
| 009/046/000 | Salt Shed | 170 Plains Rd | FL 89 Salt Shed | 12 |
| 009/012/000 | Woodbury Gift | 0 Webbs Mills Rd | Abuts Plains Rd Cemetery | 8.4 |

**2010 PROJECT CANOPY ASSISTANCE
PLANNING AND EDUCATION**

USDA FOREST SERVICE-URBAN AND COMMUNITY FORESTRY CFDA 10:675

Applicant Name: _____

*Designated Representative: _____

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Applicant's Federal Identification Number: _____

Project/Program will take place on non-federal land owned or controlled
by: _____ Population: _____

Previously Received Community Forestry Assistance Funding Yes
 No

A. Amount of Project Canopy Funds Requested \$ _____

B. Local Match: (See Guidelines) \$ _____

C. Total Project Cost (A + B = C) \$ _____

Does your community have a comprehensive plan that includes forestry? Yes No

Date certified by State Planning Office: _____

Short Project Title: _____

Brief Description of Project:

(Describe the project, including what is to be developed, produced, performed, and/or implemented. Include project purpose and objectives)

Name of State Senator _____

Name of State Representative _____

Grant applications must include:

(Refer to the Project Canopy Planning and Education Grant guidelines for specific instructions)

- **Completed Application Form**
- **Narrative**
- **Detailed Budget**
- **3-Year Maintenance Plan**
- **Letters of Support**

*As designated representative of said applicant, I hereby agree to implement this project according to the attached cost and technical proposals and to abide by all local ordinances and restrictions that apply.

Signature Date

**As official representative of said applicant, I hereby authorize the project submitted for the proposed Project Canopy Grant.

Signature Date

An original application and **four copies** must be in our office by **5 PM, August 9, 2010**. Please send applications to: Maine Forest Service, 22 State House Station, Augusta, ME 04333.

* Designated representative refers to the person authorized by the applicant to submit a grant application, sign documents and take necessary actions to undertake, direct and complete the approved project.

**Official representative refers to the Mayor or Town Board Official for a municipality; a Superintendent or Principal for a school; and the Board Director or President in the case of a non-profit organization.

Project Canopy Community Capacity Checklist



Please rate your community's capacity for urban and community forestry management. Put a check mark next to each capacity component that applies to your community.

1. Inventories and management plans: _____

Community has a tree and forest management plan developed from professionally-based resource assessments and inventories.

2. Professional staff: _____

Community employs or has written agreement with professional forestry staff who possess at least one of the following credentials: degree in forestry or related field, and ISA certified arborist or equivalent professional certification.

3. Tree care ordinance: _____

Community has local ordinances or policies that focus on planting, protecting, and maintaining urban and community trees and forests.

4. Local advisory /advocacy organization: _____

Community has local advocacy/advisory organizations such as active tree boards, commissions, or non-profit organizations that are formalized or chartered to advise and/or advocate for the planting, protection, and maintenance of urban and community trees and forests.

**2010 PROJECT CANOPY ASSISTANCE
PLANNING AND EDUCATION**

USDA FOREST SERVICE-URBAN AND COMMUNITY FORESTRY CFDA 10:675

Applicant Name: Your community

*Designated Representative: YOU

Title: _____

Address: _____

Phone Number: _____

Email Address: _____

Applicant's Federal Identification Number: _____

Project/Program will take place on non-federal land owned or controlled

by: _____ Population: _____

Previously Received Community Forestry Assistance Funding
 No

Yes

A. Amount of Project Canopy Funds Requested \$ _____

B. Local Match: (See Guidelines) \$ _____

C. Total Project Cost (A + B = C) \$ _____

Does your community have a comprehensive plan that includes forestry? Yes No

Date certified by State Planning Office: _____

Short Project Title: _____

Brief Description of Project:

(Describe the project, including what is to be developed, produced, performed, and/or implemented. Include project purpose and objectives)

___ is working to manage municipal-owned forests to maximize the benefits they provide for water quality, recreational value, and ecological integrity. ___ owns ___ acres within the Presumpscot watershed, [if riverfront, specify here]. Healthy forests play a critical role in increasing water quality; they collect rainwater during storm events, resulting in less runoff and pollutants in waterways, and recharge ground aquifers and drinking water supplies. We intend to write a forest management plan for municipal forestlands that will aim to improve forest health and thus water quality of the Presumpscot/Casco Bay watershed. The plan will also create and protect wildlife habitat, create outdoor recreational for members of our community for current and future generations.

Name of State Senator _____

Name of State Representative _____

Grant applications must include:

(Refer to the Project Canopy Planning and Education Grant guidelines for specific instructions)

- **Completed Application Form**
- **Narrative**
- **Detailed Budget**
- **3-Year Maintenance Plan**
- **Letters of Support**

*As designated representative of said applicant, I hereby agree to implement this project according to the attached cost and technical proposals and to abide by all local ordinances and restrictions that apply.

Signature Date

**As official representative of said applicant, I hereby authorize the project submitted for the proposed Project Canopy Grant.

Signature Date

An original application and **four copies** must be in our office by **5 PM, August 9, 2010**. Please send applications to: Maine Forest Service, 22 State House Station, Augusta, ME 04333.

* Designated representative refers to the person authorized by the applicant to submit a grant application, sign documents and take necessary actions to undertake, direct and complete the approved project.

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Project Canopy Community Capacity Checklist



Please rate your community's capacity for urban and community forestry management. Put a check mark next to each capacity component that applies to your community.

1. Inventories and management plans: _____

Community has a tree and forest management plan developed from professionally-based resource assessments and inventories.

2. Professional staff: _____

Community employs or has written agreement with professional forestry staff who possess at least one of the following credentials: degree in forestry or related field, and ISA certified arborist or equivalent professional certification.

3. Tree care ordinance: _____

Community has local ordinances or policies that focus on planting, protecting, and maintaining urban and community trees and forests.

4. Local advisory /advocacy organization: _____

Community has local advocacy/advisory organizations such as active tree boards, commissions, or non-profit organizations that are formalized or chartered to advise and/or advocate for the planting, protection, and maintenance of urban and community trees and forests.

Narrative

Healthy forests play a critical role in maintaining and improving water quality in our rivers and streams. Forested land filters water pollutants, reduces runoff from storms, stabilizes streambanks, and shades surface water reducing the water temperature. This large volume of high-quality water from forests is immensely valuable because it supports many uses, ranging from meeting basic human needs to providing habitat for rare and endangered species. This water filtered by forests fills our rivers, streams, lakes, and aquifers; sustains fish, plants, and wildlife; supports food, energy, and industrial production; enables navigation; and provides Americans with clean water from our faucets. Forested watersheds are essential to sustaining the Nation's freshwater supply, and the Presumpscot watershed is highlighted as one of the nation's priority areas for preserving forest land in order to protect the region's water supply degradation as we lose forests to growing development pressure.

As the town/city of ___ owns forest land within the Presumpscot watershed, we feel it is critical to develop management plans for forested parcels in order to actively engage in maintaining healthy forests within the watershed. [Any background on the history your community has had with Project Canopy and/or forestry would be relevant here. Also, describe the parcels, where forest management plan]

The town/city will also meet with community groups [or have some public input] to assess what values the residents would like included in the forestry management plan. The Town/City will contract with a licensed Maine WoodsWise forester [specify if you know who, or mention bidding process] to inventory the forested tracts. Stands will be mapped, described, inventoried, and management recommendations will be made specifically for each stand. The resulting forestry management plan will guide future management of the municipal forest, with the goals of improving water quality, increasing recreation and education opportunity, increasing forest health, [and any other goals- generate income? Improve access?].

Project Timeline:

Winter 2011: Hire WoodsWise forester, taking in to account bidding process (if applicable). Gather input from community on forest values they would like included in the forestry management plan.

Spring and Summer 2011: Forests assessed and management plans developed.

Fall 2011: Plans submitted to Town/City officials and community groups for review and educational opportunities.

http://www.fs.fed.us/pnw/pubs/pnw_gtr812.pdf

http://na.fs.fed.us/pubs/misc/watersupply/forests_water_people_watersupply.pdf

2010 PROJECT CANOPY PLANNING AND EDUCATION GRANT – BUDGET ITEM EXPLANATION

Total Amount of Project Canopy Funds Requested: \$ _____

1. Consultants and Services

| 1. Consultants and Services | | | Reimbursable Costs | Non-reimbursable Costs | |
|-----------------------------|-------|------------------|-------------------------------------|------------------------------|-----------------------|
| Name | Title | Work Description | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

2. Educational and Promotional Supplies

| 2. Educational and Promotional Supplies | | | | Reimbursable Costs | Non-reimbursable Costs | |
|---|-------------|-----------|------------|-------------------------------------|------------------------------|-----------------------|
| Item | Description | Cost/Unit | # of Units | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

3. Tree Purchase, Planting and Maintenance

| 3. Tree Purchase, Planting and Maintenance | | | | Reimbursable Costs | Non-reimbursable Costs | |
|--|-----------|------------|-------------------|-------------------------------------|------------------------------|-----------------------|
| Job Description | Cost/Tree | # of Trees | Tree Caliper Size | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

4. Administrative Costs

| | | | | Reimbursable Costs | Non-reimbursable Costs | |
|---------------|-------|------------|------------|-------------------------------------|------------------------------|-----------------------|
| Employee Name | Title | Cost/ Hour | # of Hours | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |

5. Volunteer Labor, Machinery and Equipment

| | | | | Reimbursable Costs | Non-reimbursable Costs | |
|------|-------------|------------|------------|-------------------------------------|------------------------------|-----------------------|
| Name | Description | Cost/ Hour | # of Hours | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |

6. Donated Materials

| | | | | Reimbursable Costs | Non-reimbursable Costs | |
|------|-------------|------------|------------|-------------------------------------|------------------------------|-----------------------|
| Item | Description | Cost/ Unit | # of Units | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |
| | | | | Not Applicable | | |

7. Other Costs

| 7. Other Costs | | | | Reimbursable Costs | Non-reimbursable Costs | |
|----------------|-------------|-----------|------------|-------------------------------------|------------------------------|-----------------------|
| Item | Description | Cost/Unit | # of Units | A. Costs Eligible for Reimbursement | B. Applicant's Share (Match) | C. Total Project Cost |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

A. Total Costs Eligible for Reimbursement: \$ _____

B. Total Costs Not Eligible for Reimbursement: \$ _____

C. Total Project Cost (A+B=C): \$ _____

Note: Amount Eligible for Reimbursement is Limited to \$10,000.
Please attach additional information and explanation of budget items on a separate sheet.

Town of
Raymond
Lot
Map 14 Lot 34

Doc#: 2619 Bk:23583 Pg: 78

Files Lot
Egypt Rd.

EXHIBIT A

A certain lot or parcel of land situated on the Southerly side of the Egypt Road in the Town of Raymond, County of Cumberland and State of Maine being more particularly described as follows:

Beginning an iron pin found set in the ground on the assumed Southerly side line of the Egypt Road at the Westerly corner of land now or formerly of Robert Burns (4193/129), being also the assumed Southwesterly side line of the Barrows Road so called;

1) Thence S 19°16'11" E along the said side line of Barrows Road and land of the said Burns 295.89 feet to a point;

2) Thence S 32°46'25" E continuing along land of the said Burns and the said side line of Barrows Road 134.00 feet to a point;

3) Thence S 27°20'51" E continuing along land of the said Burns and the said side line of Barrows Road 200.78 feet to a point;

4) Thence S 50°32'27" E continuing along land of the said Burns and the said side line of the Barrows Road 102.76 feet to a point;

5) Thence S 35°51'17" E continuing along land of the said Burns and the said side line of the Barrows Road 124.79 feet to a point;

6) Thence S 32°01'03" E continuing along land of the said Burns and the said side line of the Barrows Road 137.74 feet to a point;

7) Thence S 17°05'33" E continuing along land of the said Burns and the said side line of the Barrows Road 77.62 feet to a point;

8) Thence S 03°18'06" E continuing along land of the said Burns and the said side line of the Barrows Road 270.34 feet to a point;

9) Thence S 23°22'35" E continuing along land of the said Burns and the said side line of the Barrows Road 199.88 feet to land now or formerly of Linda Polkey (3530/117);

10) Thence S 74° W along land of the said Polkey and a wire fence 274' more or less to a point;

Town of
Raymond
Lot
Map 14 Lot 34

Files Lot
Egypt Rd.

EXHIBIT A

A certain lot or parcel of land situated on the Southerly side of the Egypt Road in the Town of Raymond, County of Cumberland and State of Maine being more particularly described as follows:

Beginning an iron pin found set in the ground on the assumed Southerly side line of the Egypt Road at the Westerly corner of land now or formerly of Robert Burns (4193/129), being also the assumed Southwesterly side line of the Barrows Road so called;

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2) Thence S 32°46'25" E continuing along land of the said Burns and the said side line of Barrows Road 134.00 feet to a point;

3) Thence S 27°20'51" E continuing along land of the said Burns and the said side line of Barrows Road 200.78 feet to a point;

4) Thence S 50°32'27" E continuing along land of the said Burns and the said side line of the Barrows Road 102.76 feet to a point;

5) Thence S 35°51'37" E continuing along land of the said Burns and the said side line of the Barrows Road 124.79 feet to a point;

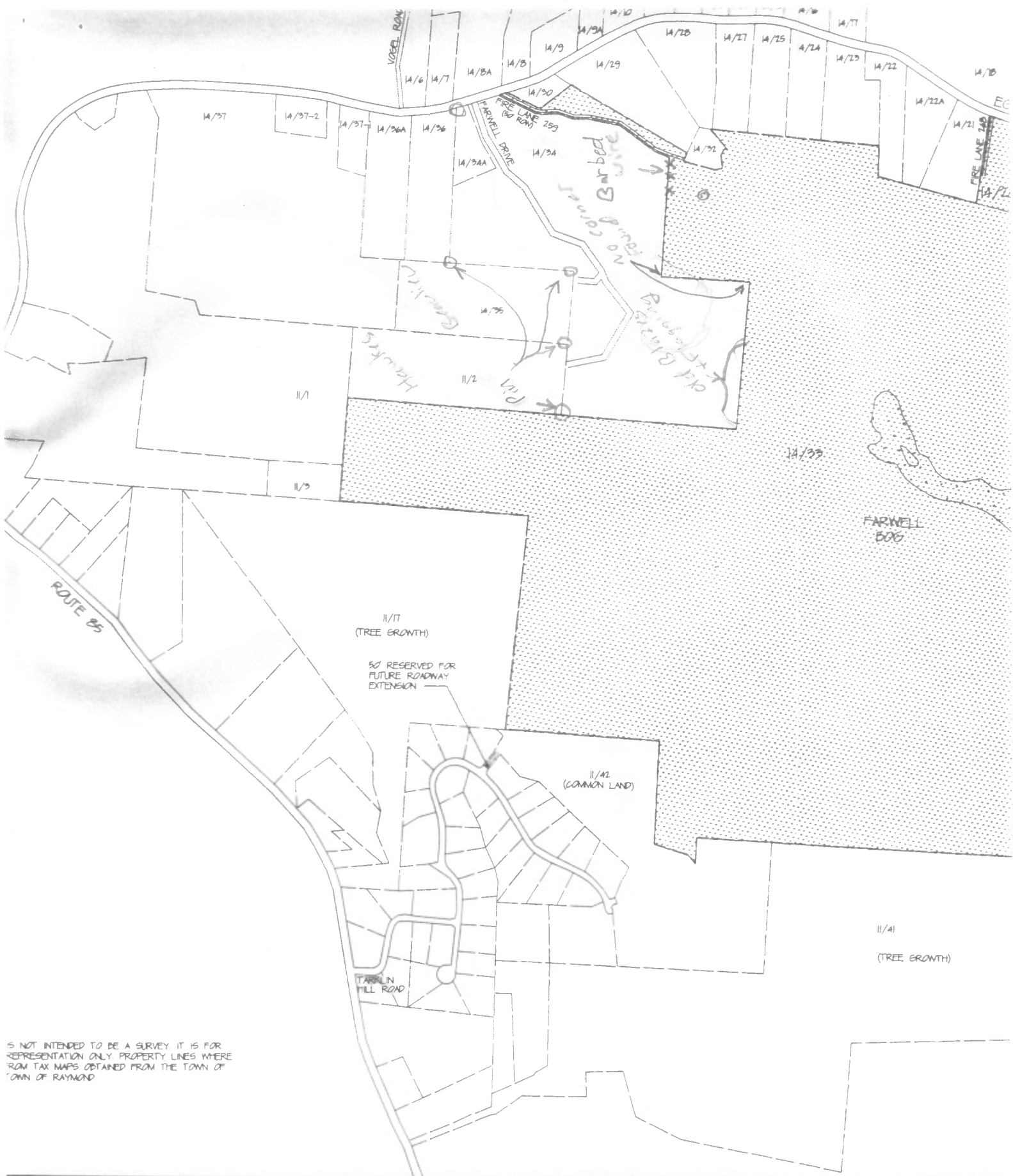
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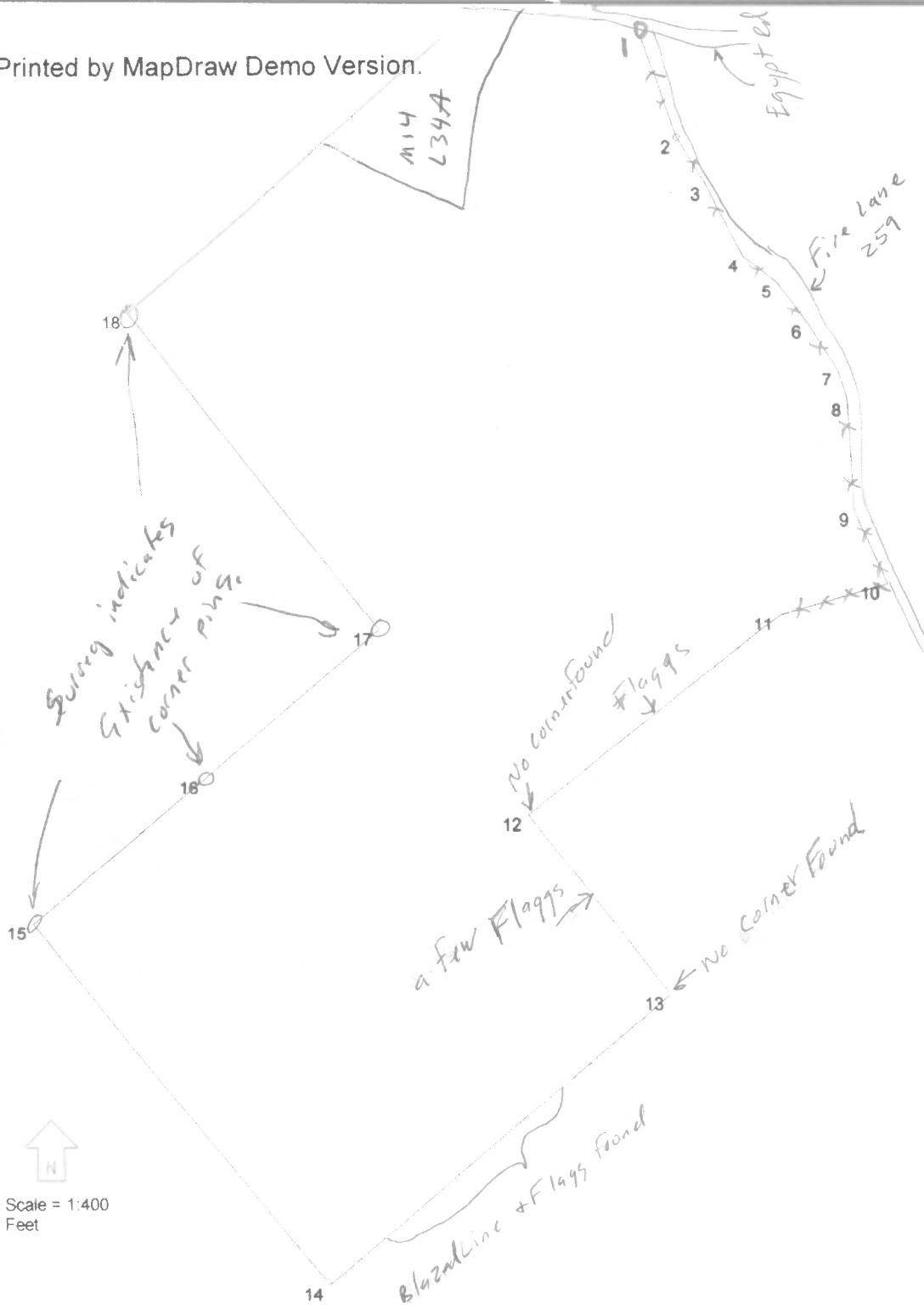
8) Thence S 03°18'06" E continuing along land of the said Burns and the said side line of the Barrows Road 270.34 feet to a point;

9) Thence S 23°22'35" E continuing along land of the said Burns and the said side line of the Barrows Road 199.88 feet to land now or formerly of Linda Polkey (8530/117);

10) Thence S 74° W along land of the said Polkey and a wire fence 274' more or less to a point;



IS NOT INTENDED TO BE A SURVEY IT IS FOR REPRESENTATION ONLY PROPERTY LINES WERE FROM TAX MAPS OBTAINED FROM THE TOWN OF TOWN OF RAYMOND



Notes by
Maggie
12/2/10



Town Report: Memorial and Dedication Page Policy

The Town Clerk will present the Board of Selectmen with a list of Raymond citizens who have passed away during the timeframe of July 1st to June 30th, immediately following the end of the fiscal year. Any relevant public service biographical information about each of the individuals on the list will also be provided so the Selectmen can consider the possibility of a memorial page in the Town Report.

The Selectmen will also consider a Town Report dedication to an individual(s) that have made significant contribution to the Town. The memorial list and both discussions will be on the August agenda each year in order to provide adequate time to select and honor citizens selected for Memorial and Dedication Page recognition.

Memo

To: Don Willard
From: Hugh Coxe, Planner
Date: November 23, 2010
Re: Wireless Communications Facility Conditional Rezoning

This memo is to update you and the Board of Selectmen on the status of US Cellular's conditional rezoning proposal which would make a 125' Wireless Communications Facility (WCF) tower, located at 680 feet elevation on property at 19 Farm Road, a permitted use in that location.

Having held a public hearing on October 20th, the Planning Board discussed the conditional rezoning proposal at their November 10th meeting. The Planning Board voted 6 – 0 to **recommend** that a Special Town Meeting be scheduled to vote on the conditional rezoning proposal, but chose to make **no recommendation** for or against the proposal.

The Land Use Ordinance provisions regarding ordinance amendments (including conditional rezoning) states,

Prior to the Town Meeting at which the proposed amendment is to be acted upon, the Planning Board shall submit its official report. Failure of the Planning Board to submit a report shall constitute approval.

If the Planning Board recommends that such amendment(s) not be enacted, the Town Meeting may adopt the same only by a favorable two-thirds (2/3) vote.

Therefore, if voted on at town meeting, the proposal will not be accompanied by a recommendation from the Planning Board either for or against enactment, but will require only a simple majority to be adopted.

I have confirmed with US Cellular's attorney that they would like to have the conditional rezoning proposal scheduled for a Special Town Meeting at the town's earliest convenience. US Cellular's attorney also indicated that if the matter is scheduled for special town meeting, as opposed to a referendum vote, they would like the opportunity to make a presentation to the citizen's in attendance.

The Planning Board also voted (6 – 0) to require that, if US Cellular provides any additional or updated information, it do so at least thirty (30) days prior to any Town Meeting.

If the conditional rezoning were approved at Special Town Meeting, the Planning Board would then review the application under the provisions of the Wireless Communication Facilities ordinance which looks at site design and tower design so as to minimize impact to adjacent properties, minimize visual impacts, and ensure safety.

If you or the Board of Selectmen have any questions please do not hesitate to contact me.



401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742
Fax 207.655.3024

Memorandum

Date: December 7, 2010

To: Don Willard, Town Manager

From: Danielle Loring, Assistant

Re: Tax Acquired Property Update

I have been working with Rob Crawford, Town attorney, to set up a schedule for the Tax Acquired property sales. The dates are as follows:

| | | |
|----------------------------------|------------------|---------------------------|
| Notice of Termination of Tenancy | Sent | November 3, 2010 |
| | Effective | December 4, 2010 |
| Notice of sale | Publicized | December 9-10 |
| | Sent to abutters | December 10, 2010 |
| Bids deadline w/deposit | | 3:00pm, January 14, 2011 |
| Open and read publicly | | 10:00am, January 19, 2011 |

After opening and reading the bids, the Town is under no time constraints to respond to the bids. However, all accepted bids need to be paid for and Purchased and Sale Agreements needs to be signed within 15 days of the accepted bids.

Agreement

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

Article 1-Recognition

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

Article 2 – Checkoff

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

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

Article 3 – Management Rights

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

Article 4 – Union Rights

Section 1: UNION BULLETIN BOARDS.

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

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

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

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

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

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

Section 3: VISITS BY UNION REPRESENTATIVES.

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

Article 5- Grievance and Arbitration

- Section 1: Every reasonable effort shall be made by the parties to fairly resolve every grievance without resorting to the formal grievance procedure hereinafter set forth. To that end it is the intent of the parties that throughout the course of this agreement there shall be open and honest communication between them. Further, each full-time employee is encouraged, prior to the filing of any formal grievance, to discuss any question, issue or dispute concerning the application, meaning or interpretation of this agreement with his or her immediate supervisor as soon as possible after the question, issue, or dispute arises.
- Section 2: If a grievance has not been informally resolved as above suggested, it may be submitted to the following grievance procedure:
- Section 2.1: Within thirty (30) days after the knowledge of an occurrence or knowledge of such grievance, the aggrieved employee and/or the Union shall, on a form provided by the Union, reduce the grievance to writing, setting forth the aggrieved employee's contention in full, including specific references to all sections of this agreement in dispute, and a proposed resolution, shall date and sign the grievance and shall submit it to the Fire Chief who shall, upon receipt, issue a dated receipt therefore.
- Section 2.2: Within thirty (30) days after receipt of a grievance, the Fire Chief shall meet with the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.3: Within fourteen (14) days after meeting described in Section 2.2, the Fire chief shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Fire Chief to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the aggrieved employee and the Union to proceed as described in the Section 2.4.
- Section 2.4: If not satisfied with the Fire Chief's response to a grievance, the aggrieved employee and/or the Union may, within fourteen (14) days after receipt of the Fire Chief's response, submit the grievance to the Town Manager who shall, upon receipt, issue a dated receipt therefore. The failure of the aggrieved employee and/or the Union to appeal the Fire Chief's response to the Town Manager shall render the grievance resolved in accordance with the Fire Chief's response, which shall be final and binding upon the aggrieved employee and the Union.
- Section 2.5: Within fourteen (14) days after receipt of a grievance, the Town Manager shall meet with the Fire Chief, the aggrieved employee and a representative of the Union to discuss the grievance.
- Section 2.6: Within fourteen (14) days after the meeting described in Section 2.5, the Town Manager shall provide the aggrieved employee and the Union with a written response to the grievance. The failure of the Town Manager to provide a written response within the time prescribed shall be deemed a denial of the grievance and the resolution requested and shall entitle the Union to proceed as described in Section 2.7.

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

Article 6 – Seniority

Section 1: **DEFINITION**

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

Section 2: **INITIAL PROBATIONARY PERIOD.**

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

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

Section 3: **BREAK IN CONTINUOUS SERVICE.**

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

Section 4: **SENIORITY LISTS.**

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

Section 5: **LAY-OFFS.**

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

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

Section 6: **RECALL.**

Employees shall be recalled from lay-off in the inverse order from which they were laid off, provided recall is within one (1) year of the original date of lay-off. No new employees shall be hired until all employees on lay-off have been given ten (10) calendar days notice to report to work and have failed to do so. Employees so notified

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

Article 7- Holidays

Section 1: Holidays Observed

The following holidays shall be observed:

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

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

Article 8- Vacations

Section 1: **Accrual**

Employees shall accrue vacation time according to the following schedule:

- A. 1 day a month for the first 3 years
- B. 1.25 days a month after 3 years up to 10 years
- C. 1.50 days a month after 10 years up to 15 years
- D. 1.75 days a month after 15 years

*a day is equal to 8 hrs

* Employees will be allowed to accumulate up to 152 hours

Section 2: PAY OUT.

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

Section 3: VACATION SCHEDULING.

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

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

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

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

Article 9- Leaves

Section 1: SICK LEAVE.

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

2. BEREAVEMENT LEAVE.

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

3. JURY DUTY.

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

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

4. FAMILY MEDICAL LEAVE.

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

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

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

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

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

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

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

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

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

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

must present a written authorization from his/her doctor stating that the employee is ready to return to work.

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

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

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

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

impossible or unreasonable.

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

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

Article 10- Disciplinary

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

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

Article 11- Working hours

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

Section 2: **OVERTIME**

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

Article 12- Wages

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

Article 13- Working Conditions

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

Article 14- Health, Dental, and Life Insurance

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

Section 2: Employees eligible to receive family health care benefits but electing not to take advantage of this employee benefit will be eligible to receive one-half the cash value (up to a dollar value of \$3,454 family or \$2,413 two person) of the difference in cost between family plan and single subscriber plan. This benefit will be paid in the form of an increased retirement contribution to qualified programs outlined in this policy or utilized towards the cost of Town sponsored life insurance premiums. In order to take advantage of this benefit, eligible employees are required to show evidence that their spouse and/or family is insured under another family health care benefit plan. Program eligibility will be determined annually and governed by eligibility requirements of the current health care plan. 50% added retirement benefit eligibility will be denied to non-custodial parents who are not legally required to provide health and/or dental insurance for their child(ren) (6/17/03)

Article 15-Retirement

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

Article 16- Duration

Section 1: This contract shall be effective from July 1, 2010 through June 30, 2013.

Section 2: The execution of this contract shall serve as the required one hundred twenty(120) day notice to negotiate a successor agreement. In order to effectuate the negotiation of a successor agreement in a timely fashion, the parties shall meet to agree upon ground rules and exchange initial proposals not later than the first full week of _____ in _____.

Section 3: In the event that collective bargaining pursuant to M.R.S.A. title 26 shall not have been successfully completed prior to the expiration date of this contract, the parties hereto specifically agree that the present contract shall remain in full force and effect until a successor agreement has been negotiated and ratified.

Section 4: In recognition of their ratification of this contract, the parties have caused their names to be subscribed by their duly authorized representatives as of the dates written below.

Date: _____

Date: _____

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

TOWN OF RAYMOND

Union Representative

Town Manager



Notice of Request for Proposals (RFP) for Raymond Beach Management

The Town of Raymond, Maine will receive sealed proposals for Raymond Beach Management until 2 p.m. on January 7, 2011 at the Raymond Town Office, 401 Webbs Mills Road, Raymond, Maine 04071. The RFP document is on file at the Raymond Town Office or online at www.raymondmaine.org along with supporting information and detailed specifications.

This RFP does not indicate a commitment by the Town of Raymond to contract for private management of Raymond Beach. The Town may continue to manage the facility itself. The purpose of this RFP is to allow the Town to explore the viability of private sector management. The Town reserves the right to reject any or all proposals. If a proposal is selected for further consideration, the details of any agreement would be negotiated by the Board of Selectmen.

Questions may be addressed to Don Willard, Town Manager at don.willard@raymondmaine.org or at (207) 655-4742 ext 31.



Raymond Beach Management
Request for Proposals
December, 2010

The Town of Raymond is inviting proposals from persons and/or Private Sector Managers interested in entering into an agreement to operate and manage the Town's public recreation facility currently known as Raymond Beach, as described below.

Background Information:

The Town of Raymond, in partnership with the Maine Department of Inland Fisheries and Wildlife (IF&W), developed and improved the former Jones Beach, located on Route 302, in Raymond, Maine through the issuance of a State-Town license and lease agreement (see attachments) between the parties. These agreements provided for the State construction of a boat launch facility while preserving certain rights for the Town to use and manage the swim beach area and related parking.

The Town assumed maintenance responsibility for the boat launch area for a period of thirty years. This RFP relates only to the possible Private Sector Management of the beach-side of the Raymond Beach/boat launch facility. The Town will continue to maintain all services at the boat launch, as agreed with the IF&W and at no cost to the public.

Site Conditions:

- Raymond Beach is a sand beach that is approximately 410 feet in length.
- There are nineteen general and two handicapped parking spaces available, for a total of twenty-one.
- The placement of a temporary building and/or vending cart may be allowed under Raymond's Land Use Ordinance and in consultation with the Town's Code Enforcement Officer.
- Signage shall be in compliance with all applicable Town Land Use Ordinances and not conflict with any signage installed by the State if Maine.
- A beach/parking use fee, approved by the Town, may be charged by the Private Sector Manager that is consistent with like facilities in the region.
- Port-a-potties for the Raymond Beach facility, including the boat ramp, will be provided by the Town.
- Adequate supervision and staffing of the beach shall be provided by the Private Sector Manager, including opening and closing the beach at 9 AM and 8 PM, 7 days per week during the season which runs from Memorial weekend to Labor Day.
- Daily litter patrol and pick up of debris from Raymond Beach shall be the responsibility of the

Private Sector Manager.

- Additional recreational opportunities, that generate revenue, will be considered, such as: the rental of canoes, kayaks and/or other paddle craft or swim aids.
- Raymond Beach water quality is monitored weekly by Portland Water District with results reported to the Town. Adverse water quality test results can cause temporary beach closures. Detailed information about testing can be obtained from Chad Thompson, Source Protection Coordinator, at the Portland Water District at 207-774-5961 ext. 3323.

Format and Requirement of Proposals:

- All proposals must be made in writing and signed by an authorized agent or representative of the Private Sector Manager making such proposal.
- All proposals will include the name, address, telephone number(s) and email contact information of the authorized person in connection with the proposal along with information on all others who are authorized to represent the individual, group, organization or entity in connection with the proposal.
- Each proposal shall specifically set forth each of the following:
 - a. A statement of the past business history of the individual, group, organization or entity.
 - b. A statement of the financial history and viability of the individual, group, organization or entity as well as a detailed Raymond Beach operations business plan. The plan should include an explanation of how the individual, group, organization or entity plans to make income.
 - c. The term of the proposal and annual payment offered to the Town.
 - d. Three professional/business references.
 - e. A statement of all activities to be conducted, which must be congruent with the principle purpose of the site, which is to maintain a boat launch facility in cooperation with the IF&W. The proposed development cannot adversely affect trailer boat use of the Raymond Beach boat launch and/or compromise existing parking spaces allocated for this use.
 - f. Bank letter and/or acceptable financial guarantee of business financing/solvency.
 - g. Insurance (Town to be a named insured on a Commercial General Liability Policy)
 - h. Performance bonding (Irrevocable letter of credit or escrow deposit)
 - i. Indemnification of Town (Town to be fully protected against all liability)
 - j. All Private Sector Manager employees will need to comply with Town requirements for employment, including successful criminal background checks and standard drug and alcohol work and harassment rules (Town Personnel Policy attached).

All proposals must be submitted on or before January 7, 2011.

Consideration of Proposals:

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

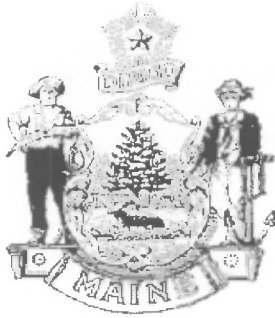
Request for proposals will be evaluated on the following criteria:

- a. The overall quality of the Management Plan presented by the Private Sector Manager, as judged by the Board of Selectmen to include site changes/impacts and aesthetics.
- b. Financial and program benefits offered by the Private Sector Manager to the residents of the Town of Raymond.
- c. The level of adherence to the terms and conditions outlined in the RFP by the Private Sector Manager.
- d. The proposed payment to the Town by the Private Sector Manager.

After reviewing all proposals, Town staff will make a recommendation to the Board of Selectmen on whether to proceed with Private Sector Management. Said recommendation will be apart of the regular Board of Selectmen meeting, publicly noticed and advertised on the Raymond website (www.raymondmaine.org) and posted in the Town's public posting places.

This request for proposals does not indicate a commitment by the Town of Raymond to contract for private management of Raymond Beach. The Town may continue to manage the facility itself. The purpose of this request for proposals is to allow the Town to explore the viability of private sector management. The Town reserves the right to reject any or all proposals. If a proposal is selected for further consideration, the details of any agreement would be negotiated by the Board of Selectmen.

Detailed information about the schedule of public deliberations can be obtained by contacting the Town of Raymond: Danielle Loring at 207-655-4742 ext 33 or danielle.loring@raymondmaine.org. Any questions concerning any of the provisions contained herein shall be directed to Town Manager Don Willard at 207-655-4742 ext 31 or don.willard@raymondmaine.org.



Maine Department of Inland
Fisheries and Wildlife
358 Shaker Road
Gray, Maine 04039



Telephone: 207-657-2345 ext.112
Fax: 207-657-2980
Email: francis.brautigam@maine.gov

John Elias Baldacci, Governor

Roland D. Martin,
Commissioner

November 22, 2010


Don Willard
Raymond Town Manager
Raymond Town Office
401 Webb Mills Road
Raymond, ME 04071

Don,

It was a pleasure talking with you the other day. I offer the following thoughts after considering the Town's desire to improve management oversight and reduce administrative costs associated with operating the public beach at the Raymond Beach and Boat Launching Facility.

As you know the MDIFW is committed to ensuring continued public use of the boat launch associated with this facility, and has essentially no vested interest in the management of the beach area. When the facility was initially developed it was the Town that expressed interest in managing the beach on the property and as a result the Department embraced that request in the final design of the facility and in the agreement with the Town. If the beach were closed and all the parking was subsequently devoted to boat launching, the Department would be OK with that decision.

The MDIFW is aware of the general types of problems that have occurred in association with use of the beach portion of the property and understands the Town's desire to explore various options to resolve management concerns, and financial burdens. For example, you indicated the Town might explore privatization of beach management and/or possibly adopting user fees for those visiting the beach. The Department does not support the imposition of user fees at this time for those who use the facility to launch boats. I understand the Town may even decide to close the beach or limit use of the beach. To extent that any of the above actions do not in any way adversely effect public use and parking associated with the operation of the boat launch, the Department will not likely have any concerns with the Town exploring its options to manage the beach. The Department remains committed to maintaining a good working relationship with the Town of Raymond.

Francis

Francis Brautigam
Regional Fisheries Biologist
Maine Department of Inland Fisheries & Wildlife
Gray Headquarters
358 Shaker Road
Gray, Maine 04039
207-657-2345 x112

LEASE AGREEMENT

AGREEMENT made and entered into this 23rd day of March, 2000, by and between the **STATE OF MAINE**, acting by and through its **Department of Inland Fisheries and Wildlife** pursuant to 12 M.R.S.A., Chapter 713, as amended, with a mailing address of 41 State House Station, Augusta, ME 04333-0041 (hereinafter referred to as IFW), and the **TOWN OF RAYMOND**, acting by and through its **Selectmen**, as authorized by a vote of the Town of Raymond on March 18, 2000, with a mailing address of 401 Webbs Mills Road, Raymond, ME 04071-0401, (hereinafter referred to as the Town).

WHEREAS, the IFW has identified that a high priority need exists to preserve the public's traditional use of lands that have provided Angler and Boater access to Maine's public waters throughout the State of Maine, such need being more fully set forth in its *Strategic Plan For Providing Public Access to Maine Waters For Boating and Fishing*, on file at its principal offices in Augusta, Maine; and

WHEREAS, the IFW has also determined that many of these lands are in private ownership where the public's traditional use is either by long-time adverse possession or by permission of the underlying fee owner and where continued public use might be challenged or terminated and where continued public use may be at risk; and

WHEREAS, the Town and the IFW have determined that certain lands adjacent to and southwest of State Route 302 and Sebago Lake, in the Town of Raymond, known as the Jordan Bay Boat Launch and Recreation Area (AKA Raymond Boat Launch and Beach Area), are a traditional access site which, until recently acquired by IFW for the purposes of this lease agreement and a simultaneous license agreement between and among the Maine Department of Transportation (hereinafter MDOT), the IFW and the Town, was at risk for change of ownership and that such change of ownership, if not acquired by IFW or another public entity, could have jeopardized public recreational opportunities and benefits at that site, and

WHEREAS, both the IFW and the Town desire to retain the Jordan Bay Boat Launch Area and upgrade the boat launch ramp and parking area to assure continued public access to the recreational opportunities associated with Sebago Lake for the benefit of Anglers and Boaters, and

WHEREAS, the Town further desires to retain the swimming opportunities associated with the Jordan Bay beach area, together with parking for users of the beach; and

WHEREAS, the IFW has agreed to :

- 1) acquire all the privately owned interests in real estate and lands in the project area southwest of State Route 302;

- 2) enter into and secure an acceptable land control agreement with MDOT and the Town (hereinafter referred to as the License Agreement), for control and use of all the non-paved portions of land southwest of the State Route 302 right of way area;
- 3) provide technical assistance and coordination with the MDOT for the purpose of improving the operation of the boat launch and recreation area;
- 4) procure and finance all engineering and other necessary professional services needed to design site modifications that facilitate boat launch and parking improvements;
- 5) seek assistance from the MDOT for the materials and placement of safety improvements along the edge of pavement of the southwest side of Route 302, procure and finance all contractual services needed to implement boat launch and parking modifications approved by all parties; and

WHEREAS, the IFW does not have the resources to manage or to be involved in the day to day or annual operation or routine maintenance of this multi-user recreational area and beach, and

WHEREAS, the Town has agreed to:

- 1) accept the responsibilities for ongoing management, operation and routine maintenance of both the boat launch area, the beach area and the parking area;
- 2) make the commitment that no fees shall be charged to Anglers or Boaters for their launching of water craft or for parking associated with launchings; and
- 3) enter into and secure an acceptable land control agreement with MDOT and the IFW (hereinafter referred to as the License Agreement), for control and use of all the non-paved portions of land southwest of the State Route 302 right of way area.

WHEREAS, a portion of the lands, currently being used for parking for both the beach and the boat launch, are owned by MDOT or IFW or are within or adjacent to the southwest side of the MDOT right of way of the State Route 302 corridor, and

WHEREAS, the continued use of all portions of the MDOT right of way lands extending beyond the paved shoulders of the southwest side of State Route 302, is essential for addressing parking needs, for the continued operation of the boat launch and the beach and for the joint operation of both the launch and beach areas; and,

WHEREAS, the Town and the IFW acknowledge that a portion of the areas intended for recreational use and access, within this Lease Agreement, are lands owned by the MDOT are made available for public use in accordance with provisions of a separate License Agreement with the MDOT. This Lease Agreement, with respect to the land area made available for public use by the MDOT, is and shall always remains subordinate to the primary transportation purposes of the State Route 302 corridor (for which the right of way lands were acquired) and the authorization from MDOT to use lands within the State Route 302 transportation corridor for recreational purposes may be withdrawn by the MDOT for transportation needs in accordance with the above referenced License Agreement.

NOW THEREFORE, the parties hereto, for themselves and their respective successors and assigns, do hereby mutually covenant and agree as follows:

1. The IFW hereby leases its lands owned in fee and assigns its management rights in other lands owned by the MDOT (subject to the authority and use of which is made available through a License Agreement with the MDOT) to the Town of Raymond for the purposes of public recreation and subject to the terms and conditions hereinafter set forth, said property located in the Town of Raymond, in Cumberland County, Maine, described in Exhibit A, (hereinafter "the Property") located on the southwest side of the State Route 302 right of way.
2. The Town shall have control over and shall use the Property primarily as a boat launching and parking area and secondarily as a beach and parking area without regard to race, color, creed, national origin, or place of residence, according to reasonable rules and regulations adopted by the Town, subject to the specific provision that no fees shall be charged for launching water craft or for parking vehicles and trailers associated with the launching of water craft and subject to the remaining provisions of this agreement. A sign acknowledging the contributions of anglers and boaters through the Sport Fish Restoration Access Program, for site modifications and improvements, shall be placed and maintained on the Property near the launch ramp.
3. The Town shall be financially and administratively responsible for and have jurisdiction over and have management, operation and maintenance responsibilities for the launch ramp and the beach recreational facilities. No permanent buildings may be developed on the Property. The Town shall operate, maintain, and administer the Property and use of the recreational facilities thereon in a manner so as to present and maintain a safe, attractive and inviting appearance to the general public. The Town shall maintain sanitation and sanitary facilities for users as it deems appropriate, in accordance with applicable State and Local Public Health Laws and Regulations. The Town shall keep all facilities in reasonable repair throughout their estimated lifetime so as to prevent undue deterioration. The Town shall be responsible for all land and facility management, maintenance and operation for the entire area. The IFW shall be responsible for major reconstruction and renovation of the facility for all areas that are not associated with the beach or its structures. The Town and IFW shall jointly determine *in advance*, the need, the timing, the method of implementation and the method of payment for all reconstruction and renovation projects that require funding from IFW.
4. The Town may, from time to time, establish such rules and regulations as it deems necessary to provide for proper use and protection of the Property and facilities, provided that the launch ramp and parking area shall always remain open and unobstructed to public use for anglers and boaters and that the policy that public parking use of the Property shall be on a first come, first served basis shall not be changed. Such rules and regulations shall be nondiscriminatory in accordance with

Section 2 of this Agreement. The Property shall not be deemed closed and obstructed, for the purposes of this agreement, if the launch, ramp and parking areas are full.

5. The Town may establish a public user fee system but only for users of the beach area on the Property. All fees collected from beach users shall be site specific and used by the Town to operate, maintain and improve the entire Property. Any surplus revenues from any one year's collection shall be retained and accounted for by the Town and used for future maintenance, repair and operation of the Property. The Town is authorized under this Agreement to collect fees from residents and nonresidents of the Town for use of the beach area only for swimming and bathing related activities. Such fees may be based upon a fee schedule that distinguishes between residents and nonresidents and must be allocated on a reasonable basis so as not to be prohibitive. No fees may be collected from individuals engaged in boating activities, in using the boat launching area or from anyone using any parking areas. Town authority to establish a public user fee system for the beach area shall terminate should beach activities cease and other uses are proposed for this area.
6. The term of this Agreement shall be thirty (30) years beginning May 1, 2000, but the Town's obligations shall commence on the date of completion of improvements on the southwest side of State Route 302 shown on a plan by Kleinschmidt Associates dated March 9, 2000, captioned "Jordan Bay Boat Access Site on Sebago Lake", numbered 348-036. This Agreement shall be automatically renewed for successive terms of ten (10) years each unless written notice to the contrary is given by either party to the other not less than ninety (90) days prior to the termination of this instrument, or any renewal thereof, and such renewal shall be subject to all the terms and conditions of this lease and agreement. This lease is subject to and subordinate to the License Agreement with the MDOT. The provisions set forth in this Lease and Agreement may be modified from time to time by the written mutual consent of the IFW and the Town. Any such modifications must also be approved by the Program Chief for Lands and Development, Federal Aid Division of Region 5, U.S. Fish and Wildlife Service. Should the Town decide to convey written notice to the contrary, or to otherwise withdraw from this Lease Agreement by another means, this Town action shall be considered by both parties as a Town decision to close and terminate Town use of the beach area.
7. In the event that the Town shall fail, neglect, or refuse to fulfill or perform any or all of the terms and conditions of this lease and agreement, the IFW may, after written notice and a thirty (30) day opportunity to cure, give notice of termination of this lease or any renewal thereof, by giving written notice to the Town that the lease shall cease twelve (12) months subsequent to the date of such notice. In the event the Town gives IFW notice that major reconstruction or renovation of the facility is necessary for an area of the facility not associated with the beach or its structures, and if IFW declines to agree to the major reconstruction or renovation, the date of the notice may be deemed by the Town to be the date the Town gave IFW notice of termination. In the event that the Town decides to terminate this Agreement for reasons other than its

own failure to uphold the provisions of the Agreement, the Town shall give IFW at least one (1) year's notice of termination.

8. In the event of termination of this lease and agreement, the IFW may immediately, or any time thereafter, re-enter and take full legal and equitable possession of all property, whether real, personal or mixed and of all fixtures.
9. The Town agrees to defend, indemnify and hold harmless IFW, its agents, attorneys, employees or independent contractors from any and all claims, actions or liabilities of any nature whatsoever arising out of losses and damages resulting from the negligent or willful acts of the Town, its officers, agents, employees or independent contractors, in connection with the Town's operating, management or maintenance activities on the Property. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the IFW or the Town, their officers, agents or employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. The Town's obligations under this paragraph are limited to the monetary limits and substantive areas of liability under the Maine Tort Claims Act or any monetary limits and substantive areas exceeding those limits or areas where the Town is insured.
10. The Town shall obtain premises liability insurance to cover the use of the Property with limits of no less than \$400,000 per occurrence, naming the State of Maine Department of Inland Fisheries and Wildlife as an additional insured. Such insurance must provide that the State of Maine be notified in the event the policy is canceled. The Town shall also obtain and maintain property casualty insurance for the personal property on the site such as docks, temporary gatehouses, and temporary sanitation facilities. The Town shall furnish the IFW with satisfactory proof of all insurance prior to assuming responsibility for the operation and maintenance of the Property. Said proof of insurance and any cancellation notices shall be mailed to:

David Fitts, Director
Risk Management Division
Dept. of Administrative and Financial Services
85 State House Station
Augusta, ME 04333-0085

11. The Town shall communicate with the IFW Regional Fishery Biologist, who is located at the Region A Headquarters Building in Gray, ME, on an annual basis (or more frequently as may be desired by the Town) for purposes of providing an update of facility use and operations or to coordinate the addressing of any unforeseen issues. The IFW reserves the right at all times to enter upon and inspect the Property.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives as of the dates indicated.

STATE OF MAINE
DEPARTMENT OF INLAND
FISHERIES & WILDLIFE

Cecile Sibley
Witness

By: [Signature] 3-28-00
Lee Perry, Commissioner Date

TOWN OF RAYMOND

[Signature]
Witness

By: [Signature]
Timothy R. Pomerleau

Witness

By: _____
Michael D. McClellan

[Signature]
Witness

By: [Signature]
Ada K. Brown

[Signature]
Witness

By: [Signature]
Mark H. Acker

[Signature]
Witness

By: [Signature]
Betty Y. McDermott

STATE OF MAINE
Kennebec, ss.

March 28, 2000

Then personally appeared the above named Lee D. Perry, Commissioner of the Maine Department of Inland Fisheries and Wildlife, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said State of Maine.

Before me,

Cecile Sibley
Notary Public/ ~~Attorney at Law~~
Cecile Sibley - Notary Public
State of Maine

My Commission Expires February 17, 2005

My commission expires _____

EXHIBIT A

**To Lease from the State of Maine,
Department of Inland Fisheries and Wildlife
To the Town of Raymond, Maine**

The land and interests in land in Raymond, County of Cumberland and State of Maine, bounded and described more particularly as follows:

All that portion of the land and interests in land conveyed by deed from the Trustees of St. Joseph's College to the State of Maine, Department of Inland Fisheries and Wildlife, recorded simultaneously with this lease agreement.

Together with the interests of the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife, in any lands and interests in lands acquired pursuant to an unrecorded License Agreement dated March 3, 2000 by and between the State of Maine, acting by and through its Department of Transportation (MDOT), its Department of Inland Fisheries and Wildlife (MIFW) and the Town of Raymond, such License Agreement being on file with the MDOT and MIFW offices in Augusta, Maine.

Together with the interests of the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife, in the fee interest in those portions of Route 302 to the centerline thereof as lie adjacent to the within leased premises.

COPY

LICENSE AGREEMENT

between and among the
Maine Department of Transportation
and the
Maine Department of Inland Fisheries and Wildlife
and the
Town of Raymond

This License Agreement is executed this 31st day of March, 2000 between and among the **Maine Department of Transportation ("DOT")**, the **Maine Department of Inland Fisheries and Wildlife ("IFW")** and the **Town of Raymond ("Town")**.

WHEREAS, the State of Maine, acting by and through its Department of Transportation, as successor to the Maine State Highway Commission, owns property in the Town of Raymond, County of Cumberland, and State of Maine, as described in a Layout and Notice of Taking dated June 27, 1956, recorded July 2, 1956, in the Cumberland County Registry of Deeds, Book 2299, Page 11, all as shown on a plan entitled, "Maine State Highway Commission, Right of Way Map, State Highway '14', Raymond, Cumberland County, Federal Aid Project No. F-014-1(5)" dated January, 1956 (the "Premises"); and

WHEREAS, portions of the Premises situated on either side of U.S. Route 302 and outside of the traveled way as described in said Layout and Notice of Taking, more particularly referenced as Item No. 23 on Sheet 4 of the above referenced highway plans and shown on Exhibit A, attached hereto (the "DOT Parcel") are at times used by the public for parking to gain access to Sebago Lake for fishing, boating, swimming and other recreational purposes; and

WHEREAS, IFW owns the property situated between the DOT Parcel and Sebago Lake (the "IFW Parcel") by virtue of a deed from St. Joseph's College dated _____, recorded _____ in the Cumberland County Registry of Deeds, Book _____, Page _____; a copy of which is attached hereto as Exhibit B; and

WHEREAS, the IFW Parcel contains a boat launch and a beach area that the public has used for many years for access to Sebago Lake for the purpose of fishing, boating, swimming and other recreational purposes; and

WHEREAS, IFW desires to upgrade the existing boat launch ramp on the IFW Parcel and to develop and construct parking facilities and other improvements on the DOT Parcel to assure continued access to the recreational opportunities on Sebago Lake and ensure the safety of the public using the area; and

WHEREAS, after IFW has completed development and construction of the boat launch area and the parking facilities, the Town of Raymond has agreed to accept permanent responsibility for ongoing management and operation of the boat launch, the beach area and the parking facilities on the DOT Parcel and the IFW Parcel;

NOW THEREFORE, DOT, IFW and the Town, in consideration of their mutual agreements contained herein and for other consideration received, hereby agree as follows:

PART I. CONSTRUCTION LICENSE

Department of Transportation and Department of Inland Fisheries and Wildlife

1. DOT hereby grants to IFW a license to enter upon that portion of the DOT Parcel located on the southwest side of U.S. Route 302, as shown on said Exhibit A, for the purpose of constructing parking areas and other improvements and for the purpose of access to the IFW parcel for the construction of the boat launch and other improvements, all as shown on Exhibit C, attached hereto.

2. IFW hereby agrees that all work and activities performed pursuant to or under authority of this License shall be done in accordance with all applicable federal, state and local laws and regulations.

3. IFW, its employees, contractors and agents shall perform all work on DOT property for the construction of said parking facility and improvements only after providing notice and a copy of all work plans for review and approval by DOT; provided, however, that such approval shall not be unreasonably withheld.

4. DOT may enter the DOT Parcel to inspect the construction work at any time.

5. IFW will pay all costs for the development and construction of the parking areas and other improvements.

6. DOT shall erect at appropriate locations on U.S. Route 302 traffic signs, lights and crosswalks for pedestrian use, and limit speed on U.S. Route 302 to safeguard motorists and pedestrians in the area that is subject to this License. DOT will pay all costs associated with the installation of such traffic safety devices.

7. The term of this License shall be for thirty (30) years, from _____, 2000, to _____, 2030. This License may be renewed for an additional ten (10) year term upon the mutual agreement of the parties as to the terms and conditions of such renewal. Thereafter, the License may continue to be renewed from year to year.

8. If, in the determination of DOT, a breach of this License occurs, DOT shall give written notice thereof to IFW, and IFW will have sixty (60) days to cure said breach to the satisfaction of DOT. In the event of any circumstances related to the construction which DOT deems to be an emergency to which IFW is unwilling or unable to adequately respond, then DOT shall have the right but not the obligation to cure such breach or emergency without giving notice of its actions to IFW and IFW shall pay to DOT all reasonable costs and expenses, including attorney's fees, related thereto (including without limitation any fees and costs related to the collection of amounts owed pursuant to this provision).

9. This license shall be revocable by DOT during its term, or any renewal thereof, for any breach hereof which remains uncured after sixty (60) days written notice from DOT of said breach. Notice of revocation shall be given to IFW in writing.

10. IFW agrees to defend and hold harmless DOT, its agents, attorneys, employees or independent contractors against any and all claims or actions of any nature whatsoever arising the construction of the parking areas or other improvements on the DOT Parcel.

11. This License shall not be assignable or transferable by IFW without the prior written consent of DOT, which determination shall be in MDOT's sole discretion.

12. Notwithstanding the provisions of Paragraph 9, above, IFW, for itself and its successors, agrees that any and all rights conveyed by this License may be terminated and this License revoked by DOT at any time if DOT in its sole discretion determines that the DOT Parcel is needed for transportation purposes. DOT acknowledges IFW's investment in the improvements to be made to the DOT Parcel, and agrees that in the event MDOT's transportation needs require recovery of all or part of the DOT Parcel within the first thirty (30) years of this Agreement, DOT will negotiate, in good faith, to minimize the loss of public recreational opportunities created by IFW's investment.

13. In the event this License expires or terminates, IFW may remove improvements made by IFW to the DOT Parcel. Those improvements not removed by IFW shall become the property of DOT.

PART II. MANAGEMENT AND MAINTENANCE LICENSE

Department of Transportation and the Town of Raymond

1. DOT hereby grants to the Town of Raymond a license to enter upon the DOT Parcel, for the purpose of operating, managing and maintaining the Boat Launch Access Site as depicted on Exhibit C, attached hereto.

2. The Town hereby agrees that all activities performed pursuant to or under authority of this License shall be done in accordance with all applicable federal, state and local laws and regulations.

3. DOT has the right to enter the DOT Parcel for inspection purposes at any time.

4. The Town hereby agrees to provide routine maintenance on the DOT Parcel for the term of this License, including but not limited to repairs, trash removal, clean-up and removal of winter sand, and installation and maintenance of portable toilets. All management and maintenance costs will be paid by the Town.

5. The term of this License shall be for thirty (30) years, from _____, 2000, to _____, 2030. This License may be renewed for an additional ten (10) year term upon the mutual agreement of the parties as to the other terms and conditions of such renewal. Thereafter, the License may be continued to be renewed from year to year.

6. In the event of any breach of this License which remains uncured for thirty (30) days after written notice thereof, or in the event of any circumstances related to the construction which DOT deems to be an emergency to which the Town is unwilling or unable to adequately respond, then DOT shall have the right but not the obligation to cure such breach or emergency without giving notice of its actions to the Town, and the Town shall pay to DOT all reasonable costs and expenses, including attorney's fees, related thereto (including without limitation any fees and costs related to the collection of amounts owed pursuant to this provision).

7. This License shall be revocable by DOT during its term, or any renewal thereof, for any breach hereof which remains uncured after thirty (30) days written notice from DOT of said breach. Notice of revocation shall be given to the Town in writing.

8. The Town agrees to defend, indemnify and hold harmless DOT, its agents, attorneys, employees or independent contractors from any and all claims, actions or liabilities of any nature whatsoever arising out of losses and damages resulting from the negligent or willful acts of the Town, its officers, agents, employees or independent contractors, in connection with the Town's operating, management or maintenance activities on the DOT parcel. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to DOT or the Town, their officers, agents or employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. The Town's obligations under this paragraph are limited to the monetary limits and substantive areas of liability under the Maine Tort Claims Act or any monetary limits and substantive areas exceeding those limits or areas where the Town is insured.

9. The Town shall obtain premises liability insurance to cover the use of the DOT Parcel with limits of no less than \$400,000 per occurrence, naming the State of Maine Department of Transportation as an additional insured. Such insurance MUST provide that the State of Maine be notified in the event the policy is canceled. The Town shall furnish the DOT with satisfactory proof of such insurance prior to assuming responsibility for the operation and maintenance of the DOT parcel. Said proof of insurance and any cancellation notices shall be mailed to:

David Fitts, Director
Risk Management Division
Dept. of Administrative and Financial Services
85 State House Station
Augusta, ME 04333-0085

With a copy to:

Toni L. Kemmerle, Esq.
Legal Services
Dept. of Transportation
16 State House Station
Augusta, ME 04333-0016

10. This license shall not be assignable or transferable by the Town without the prior written consent of DOT, which determination shall be in DOT's sole discretion.

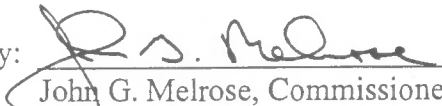
11. Notwithstanding the provisions of Paragraph 7, above, the Town, for itself and its successors, agrees that any and all rights conveyed by this License may be terminated and this License revoked by DOT at any time if DOT in its sole discretion determines that the DOT Parcel is needed for transportation purposes. DOT acknowledges the Town's investment in the improvements to be made to the DOT Parcel, and agrees that in the event MDOT's transportation needs require recovery of all or part of the DOT Parcel within the first thirty (30) years of this Agreement, DOT will negotiate, in good faith, to minimize the loss of public recreational opportunities created by the Town's investment.

12. The parties acknowledge that at some time in the future the Town may undertake to develop parking facilities on the property located on the northeast side of U.S. Route 302 directly across from the Boat Launch Access Site, which property would include a portion of the DOT Parcel as shown on Exhibit C. In that event, the Town shall submit plans to DOT Division Engineers for review and approval prior to any construction. Contingent upon DOT's approval of said plans, DOT agrees to grant a License to the Town for the use of its property under substantially the same terms and conditions as set forth in this Management and Maintenance License.

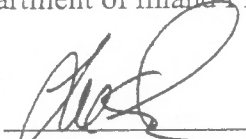
13. The Town represents and warrants that this agreement has been approved at a special town meeting of the Town of Raymond and that it is a valid and fully binding obligation upon the Town. Further, the Town represents and warrants that it has full authority to enter into this agreement, including without limitation its indemnification obligations under Paragraph II.8., above, and that the approval of the Cumberland County Commissioners is not required or, if required, it has been obtained.

SEEN AND AGREED TO BY:


STATE OF MAINE
Department of Transportation

By: 
John G. Melrose, Commissioner
Duly Authorized

STATE OF MAINE
Department of Inland Fisheries & Wildlife

By: 
Lee E. Perry, Commissioner
Duly Authorized

TOWN OF RAYMOND

By: 
Nathan Poore, Town Manager
Duly Authorized

H/LEGALSHARED/AHUGHES/RAYMOND/LICENSEAGREEMENT

Memorandum of Understanding
Fees - Sebago Lake /Jordan Bay Boat Launch and Recreation Area
March 20, 2000

The Department of Inland Fisheries and Wildlife's policy related to "fees at public launch sites" is: that no fees should be charges to Anglers and Boaters. They have already paid more than their fair share.

The US Fish and Wildlife Service's "Federal Aid Policy" related to fees for projects funded with Sport Fish Restoration Program dollars is: that no fees should be charged unless the burdens associated with maintenance costs of the facility requires a User Fee.

If such a User Fee is justified by high operating costs for a facility, then the fees should reflect the costs of management and maintenance equally among users. The exception to this is when the user fees **do not adequately cover the costs of management and maintenance of the facility and the costs in excess of fees collected are subsidized by a Town.**

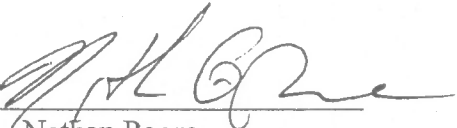
It has been determined, by both the Program Manager of IFW's Access Program (Bob Williams) and the Program Chief for Lands and Development of the USF&WS (Federal Aid) Sport Fish Restoration Program, that this exception does applies to the Sebago Lake/Jordan Bay facility. The Town will pay additional maintenance costs, in excess of fees collected for beach and swimming activities, to operate and maintain this facility. Higher fees for nonresidents, when related to the additional fees paid by the Town (over fees collected), are intended to fairly share the maintenance burdens of the facility.

The Department and the USF&WS consider fees collected from swimmers and bathers, that facilitates the management and maintenance efforts of the Town for this facility, as a benefit and an enhancement of the Sport Fish Restoration objectives associated with the investments made in this property.

The Town shall not charge fees for any activities associated with Anglers and Boaters. Should the beach be closed to swimming activities and should the area be used for other services to Anglers and Boaters, any fees for these services would be income that accrues to the Sport Fish Restoration Program of the Department of Inland fisheries and Wildlife, not to the Town.

This Memorandum acknowledges the understandings of between the Town of Raymond and the Department of Inland Fisheries and Wildlife for fees associated with the Sebago Lake/Jordan Bay Boat Launch and Recreation Area.

For the Town of Raymond

By:  3/23/00
Nathan Poore
Its Town Manager

For the Department of Inland Fisheries and Wildlife

By: 
Robert Williams
Its Federal Aid Coordinator/Access Program Manager

ARTICLE XXII - DRUGS AND ALCOHOL IN THE WORKPLACE

The Town of Raymond is committed to provide a safe, efficient and productive work environment. In keeping with this commitment, the Town has a strict policy regarding the inappropriate use and possession of drugs, alcohol and controlled substances. Accordingly, the Town requires all employees to report for work fit to perform their jobs and prohibits the use or possession of alcohol or illegal drugs at any time on Town premises whether on or off duty. All employees must adhere to the rules stated in this policy.

A. The following are strictly prohibited by the Town:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job, on Town property, or while on-call status.
2. Driving a vehicle or operating equipment owned or leased by the Town, while under the influence of, or impaired by alcohol, illegal/controlled substances, or prescription drugs which warn against such activity.
3. Distribution, sale or purchase of an illegal or controlled substance on the job or on Town property.
4. Possession or use of an illegal, or controlled substance, or being under the influence of any illegal or controlled substance, while on the job on Town property, or while on-call status.

In addition, no employee may remain on duty or on on-call status while under the influence or impaired by any illegal drug or alcohol. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by law. It is also a violation of this policy if any employee improperly uses or possesses an "illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Town property will not be tolerated because such conduct, even though off duty, reflects adversely on the Town.

B. Disciplinary Action

Violations of the above rules and standards of conduct will not be tolerated and will subject the employee to discipline up to and including discharge. The Town also reserves the right to bring the matter to the attention of appropriate law enforcement authorities.

C. Searches

In order to enforce this policy, the Town reserves the right to conduct searches on Town property, and to adopt other measures reasonably necessary to deter and detect violations of this policy. An employee's refusal to consent to a search may result in disciplinary action, up to and including termination.

D. Legal Drugs

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

E. Drug and alcohol treatment / rehabilitation

The Town encourages employees with alcohol or drug dependencies to seek treatment and/or

rehabilitation. The Town is not obligated, however, to continue to employ any person whose job performance is impaired because of current drug or alcohol use, nor is the town obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of current drug or alcohol use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not be given a second opportunity to seek treatment and/or rehabilitation. In order to be considered for re-employment, an employee must present proof of successful completion in a treatment and/or rehabilitation program.

Rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. Drug and alcohol abuse rehabilitation and assistance programs are available through the Town's medical insurance program. Employees with drug or alcohol abuse problems are strongly encouraged to participate in these programs.

ARTICLE XXIII - POLICY ON HARASSMENT

It is the policy of the Town that all our employees should be able to work in an environment free from all forms of harassment. Harassment, both sexual and verbal, is illegal and prohibited. This policy will be vigorously enforced; the policy applies not only to supervisor-subordinate actions but also to actions between co-workers. Any complaints of harassment will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of harassment.

Derogatory or vulgar comments regarding a person's sex, religion, age, ethnic origins, physical appearance, or the distribution of written or graphic material having such an effect, are prohibited. Any employee who believes he or she has been the subject of such harassment should report the alleged conduct to the Town Manager or other appropriate management. Management is any department head. In the Fire/Rescue Department, management shall include the Fire Chief and Deputy Fire Chiefs. Any supervisor or employee who is found, after appropriate investigation, to have engaged in any harassment will be subject to discipline, including discharge.

ARTICLE XXIV - SEXUAL HARASSMENT POLICY

It is the policy of the Town of Raymond that all employees have the right to work in an environment free of discrimination which includes freedom from sexual harassment. The Town of Raymond will not accept any form of sexual harassment by supervisors, co-workers, customers or suppliers. This policy is intended to prohibit offensive conduct, either physical or verbal, that threatens human dignity and employee morale, and which interferes with a positive and productive work environment.

Sexual harassment is illegal and, as outlined in the EEOC Sexual Discrimination Guidelines and the Maine Human Rights Act, includes:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (ii) submission to or rejection of such by an individual is used as the basis for employment decisions affecting such individual, (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

The following examples are common types of conduct that may constitute sexual harassment:

- slurs, jokes or degrading comments of a sexual nature;
- unwelcome sexual advances;
- suggestive or lewd remarks;
- unwelcome hugging, touching or kissing;

- requests for sexual favors;
- repeated offensive sexual flirtation or propositions;
- the display of sexually suggestive pictures or objects; and
- repeated unwelcome physical contact or touching such as patting, pinching or constant brushing against another body.

Consistent with the above guidelines, this policy prohibits any overt or subtle pressure for sexual favors including implying or threatening that an applicant's or employee's cooperation of a sexual nature (or lack thereof) will have any effect on the person's employment, job assignment, wage, promotion, or any other condition of employment or future job opportunities. This policy also prohibits any conduct which would tend to create an intimidating, hostile or offensive work environment.

Managers and supervisors are responsible for monitoring conduct which can be construed to be harassment and for initiating necessary action to eliminate such behavior. Any employee who feels that he or she is the victim of sexual harassment should immediately report the matter to his or her supervisor or, if the employee would prefer, to the Town Manager or any member of the Board of Selectmen. *(Note: Department Heads shall be considered managers or supervisors. In the Fire/Rescue Department, management shall include the Fire Chief and Deputy Fire Chiefs. No other officers or supervisors in the Fire /Rescue Department are to receive reports of harassment.)*

The Town of Raymond will immediately investigate any complaints of sexual harassment and, where warranted, take disciplinary action against any employee engaging in sexual harassment. Depending on the circumstances, such disciplinary action may include suspension or termination of employment.

Any questions regarding this policy should be addressed to the Town Manager or the Selectmen. Any employee, who believes that he or she has been a victim of sexual harassment, or who has knowledge of that kind of behavior, is urged to report such conduct immediately. No employee will be retaliated against for complaining about sexual harassment.