



Town of Raymond
Board of Selectmen ePacket
July 9, 2019

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Agenda



BOARD OF SELECTMEN Agenda

July 9, 2019

6:30pm – Regular Meeting

Broadcast Studio
423 Webbs Mills Road

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

- 1) **Call to order**
- 2) **Minutes of previous meetings**
 - a) June 18, 2019
- 3) **New Business**
 - a) Consideration of Gore Road Agreement with the Town of Gray – Don Willard, Town Manager
 - b) RSU #14 Withdrawal Committee Update – Rolf Olsen, Chairman
- 4) **Public Comment**
- 5) **Selectman Comment**
- 6) **Town Manager's Report and Communications**
 - a) **Confirm Dates for Upcoming Regular Meetings**
 - August 13, 2019
 - September 10, 2019
- 7) **Executive Session**
 - a) **Consideration of Town Manager's Annual Review** - pursuant to 1 MRSA §405 (6)(A)
- 8) **Treasurer's Warrant**
- 9) **Adjournment**

Selectman's Meeting Agenda (Page 1 of 1) July 9, 2019

Previous Meeting Minutes - 6/18/2019



BOARD OF SELECTMEN Agenda

June 18, 2019

6:30pm – Regular Meeting

Broadcast Studio
423 Webbs Mills Road

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

Select Board members in attendance: Teresa Sadak, Rolf Olsen, Marshall Bullock, Lawrence Taylor, Samuel Gifford

Select Board members absent: none

Town Staff in attendance:

Don Willard – Town Manager
Kaela Gonzalez – Assistant Assessor's Agent
Sue Carr – Tax Collector
Sue Look – Town Clerk

1) **Called to order** at 6:36pm by Chair Sadak

2) **Minutes of previous meetings**

a) May 14, 2019

Motion to approve as presented by Selectman Olsen. Seconded by Selectman Bullock.

Unanimously approved.

3) **New Business**

a) Election of Officers

Nomination by Teresa Sadak for Rolf Olsen as Chair.

Motion to end nominations by Selectman Bullock. Seconded by Selectman Sadak.

Unanimously approved.

Motion to elect Rolf Olsen as Chair by Selectman Bullock. Seconded by Selectman Sadak.

Unanimously approved.

Selectman's Meeting Agenda (Page 1 of 12) June 18, 2019

Nomination by Selectman Sadak for Marshall Bullock as Vice-Chair.

Motion to end nominations by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

Motion to elect Marshall Bullock as Vice-Chair by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

Nomination by Selectman Bullock for Teresa Sadak as Parliamentarian.

Motion to end nominations by Selectman Taylor. Seconded by Selectman Bullock.

Unanimously approved.

Motion to elect Teresa Sadak as Parliamentarian by Selectman Taylor. Seconded by Selectman Olsen.

Unanimously approved.

- b) Be the Influence Tobacco/Vaping/Marijuana Policy – Laura Morris, Project Director of Be the Influence Coalition

The Be the Influence Coalition gave a presentation and requested that the Select Board approve the following resolution:

Town of Raymond Tobacco-Free Resolution

The Town of Raymond a resolution to promote the health and safety of Town of Raymond residents by establishing all Town of Raymond recreational area properties as a tobacco-free area.

Whereas the town of Raymond Maine, has set a goal to be a safe and healthy place to live and work; and

Whereas tobacco use is the single most preventable cause of death and disease in the United States, as well as in the State of Maine; and

Whereas secondhand smoke contains thousands of harmful chemicals and many cancer-causing agents, and is a serious health risk to humans, especially infants, children, and pregnant women; and increases a nonsmoker's risk of asthma, heart disease, and lung cancer; and

Whereas chewing tobacco contains many harmful chemicals and cancer-causing agents, and its use is associated with cancers of the mouth, gums, tongue, and throat; and

Whereas tobacco use in and around the Town of Raymond recreational area properties sends contradictory messages to young people who are participating in activities beneficial to their health, while at the same time exposed to the use of tobacco products; and

Whereas the purpose of the Town of Raymond recreational area properties is to provide opportunities for quality recreation and leisure experiences that enhance the quality of life for citizens of Town of Raymond,

including providing a safe environment for these experiences; and

Whereas tobacco use and exposure to secondhand smoke are contrary to enhancing the quality of life and providing safe environments; and

Whereas staff and coaches are important role models for the youth that participate in community recreation activities, and whereas what coaches promote is respected and imitated by youth; and

Whereas a policy needs to have procedures to follow when a violation of the policy occurs; and

Whereas the intent of this resolution is to create a tobacco-free environment for youth and not alienate adults who use tobacco products;

Now, therefore, be it resolved that the town of Raymond does hereby declare that its recreational area properties as tobacco-free 24 hours a day, 365 days a year, and restricts the use of any tobacco product, including but not limited to, cigarettes, cigars, electronic smoking devices, and chewing tobacco, on, in, or at any athletic facility, playground, or assembly area operated by Town of Raymond. This definition includes all forms of marijuana and includes both recreation and medical marijuana use.

Be it further resolved that:

- Tobacco-free signage will be posted in appropriate areas, and notices will be published in local newspapers to inform the public of this tobacco-free resolution,
- Procedures that reinforce the norm that this property is a tobacco-free facility will be developed, and violations will be addressed in a positive manner.

IN WITNESS WHEREOF we have hereunto set our hands and caused the Seal of the Town of Raymond, Maine to be affixed this 18th day of June 2019.

Some of the data presented:

- Goal is to keep youth off tobacco and drugs
- Tobacco prevention programs, with a focus on vaping products
- 1 jewel for vaping has the same nicotine as a whole pack of cigarettes
- Vaping ads – freedom to have a cigarette without the guilt – 8000 different flavors
- Children think that vaping is safe
- Vaping is glycerin based and will stick to your lungs
- The Windham resource confiscates about 20 vape pens per week
- The pens are easy to get online and from friends/family and easy to hide
- They are also vaping marijuana and other liquids
- Youths brains are still developing until the age of 26
- Youths get quickly addicted to vaping due to the amount of nicotine
- There is very little research into long-term effects of vaping, but there is for nicotine use
- There is no ban on what can be in the vaping jewels
- There are many shops in this area
- Help us to spread the word to parents
- Be aware of the many resources for cessation

Be the Influence partners with District Tobacco Prevention Partners of Cumberland County. Carlene and Kirsten are here tonight as well. We have been able to update some policies in

Windham with the Schools and Parks & Rec departments.

Selectman Gifford – Can we assume that you are educating the teachers?

Ms Morris – Yes. The health teachers all do sessions on vaping. We took 60 kids to the capital to talk to Bill Diamond about vaping. We present wherever we can.

Town Manager Willard – I wonder why kids would want to do this. Is it the “cool” factor?

Ms Morris – Teens will say no to cigarettes, but it is promoted on social media and all the flavors attract them. They do not see it as bad, but they are getting strongly addicted. There are restorative programs to educate them instead of punitive. The parents need to be educated as well.

Karlene Hafemann – District Tobacco Prevention Partners of Cumberland County – Maine receives about \$50,000,000 from Tobacco Settlement funds. \$5,000,000 is spent on prevention each year. We focus on Parks & Rec policies to reduce youth initiation and secondhand smoke/vapor. Parents are very unaware of how dangerous these products are. We have 3 options: resolution, policy, ordinance. If you adopt one of these, we can give you signage and do community education events.

Selectman Bullock – It concerns me that this is an unfunded mandate. How is the resolution enforceable?

Ms Hafemann – With a resolution and policies are evidence-based practice. We are used to having smoke free zones, hospitals for example. Years ago, that would not have been the case. What we find is as long as you have language that preempts smoking and signage, people will be respectful of the zone.

Chair Olsen – Our recreation facilities are already smoke free. Our enforcement is through ordinance. Resolutions do not do anything.

Ms Hafemann – We can provide you with the language that would encompass the new products.

Chair Olsen – There as an action taken 4 or 5 years ago to make the beaches smoke free. We need to find this. Also, Tassel Top and the boat ramp are also connected to the State.

Town Manager Willard – We will look into what we currently have and bring back suggested updates as soon as possible. We would need to run any policy/ordinance by the State as a courtesy. We would want an ordinance change. Once we have an ordinance, we would have a policing issue.

Ms Morris – Don and I were on a task force that also identified a bus stop where signage may help. When people see the signs, it becomes a rule. Windham has seen a reduction in the use with the signage.

Ms Hafemann – We can also provide press releases and other information to push out the message.

c) Discussion of Sub-Divisions and Town Roads – Bob O'Neill, Planning Board Chair

The Planning Board would like some direction from the Select Board concerning roads in sub-divisions.

Mr O'Neill – During the major development cycle we were in the State put forth various plans that communities could adopt. We did adopt the Open Space concept, which has worked very well. It allowed us to keep open space in the sub-division to maintain trails and keep the rural look of the town. Another proposal was to ensure that subdivisions built would be connected to each other to cut down on cuts to our secondary roads, allow for better emergency response, allow for less travel for trash collection, etc. It also allowed for a higher level of maintenance on those "major" roads. These roads are commonly referred to as "loop" roads in sub-divisions. The trade off with that is that this type of road is expensive and put added expense on the developers and landowners. In major sub-divisions the roads have to be brought up to town standards, but the road itself can be gravel. In order to become a Town road, it must be paved. There are advantages and disadvantages to doing this. We know that gravel roads export much more phosphorus than paved roads do. The issue came up when we had a new sub-division that was connecting to an older sub-division. The residents of the new sub-division will be traveling over the loop road for the older sub-division, so the Road Association for the older sub-division will be responsible for maintaining a road with more traffic than originally expected. My question tonight is: does the Select Board want the Planning Board to research this and potentially come back with a proposed ordinance change? A number of surrounding communities already have similar ordinances in place – Westbrook, Gorham, Windham, Gray, Standish.

Chair Olsen – The acceptance of a Town road is a Town Meeting action, not something that the Select Board can do. The past history is that if a road is brought up to Town standards, then it can be considered, so the builders would need to go to the cost of creating the road to Town standards without any assurance that the Town would vote to accept it. The Town would have the cost of maintenance and plowing from the time of acceptance. Drainage is always the big issue on those.

Selectman Sadak – I am seeing that sub-divisions are being built with roads not up to Town standards. I think all sub-divisions should have to build their roads to Town standards so Public Safety can have easy access.

Mr O'Neill – For major sub-divisions the roads do need to be built to Town standards, they just do not need to be paved. 5 lots or less is a minor sub-division and the roads do not need to be built to the same standards as a major sub-division. The problem is with a minor sub-division is that maintaining a road up to Town standards is quite an expense to the homeowners.

Selectman Bullock – Would you apply this to certain zones or all zones in Town?

Mr O'Neill – All zones. There are still a lot of details to discuss. Any place it made sense.

Selectman Bullock – Do you think that lowering the Town's standards would encourage more homes to be built?

Mr O'Neill – No. Constructing the roads is not something that the builders have complained about.

Selectman Bullock – Have you looked at cluster sewers at all?

Mr O'Neill – That has come up. One development on Valley Road. It has not been

specifically addressed yet.

Town Manager Willard – The experts in-house are our Planning Board and Code Officer. We should also look at what is going on elsewhere. What is unique here is you are asking about this beforehand, which is a nice thing. If you think it is important, then I would say to go ahead and look into it and then come back and have a discussion.

Chair Olsen – I look at it as if it is a better road, then it is better for Public Safety and the Town. If they look at it as if they make the road to the Town's standard and the Town will accept it, then there is the danger that the Town Meeting could say no, and would there be any recourse against the Town? If you built into the ordinance that if the road met the standards, then the road would be accepted, wouldn't that take care of it?

Town Manager Willard – I have always seen it go to another vote. The Town Meeting usually accepts the recommendation of the Planning Board and Select Board and approves such roads. We would need to get a legal read out on that.

NOTE: 23 MRSA §3025 – Local Highway Law – Dedication and acceptance – states in part: “A municipality may accept a dedication of property or interests therein by an affirmative vote of its legislative body.” This means that a road can be accepted only by a vote of the legislative body, which for Raymond is the Town Meeting.

Mr O'Neill – Another thing to consider is whenever the price of the infrastructure goes up, the price of the homes goes up.

Chair Olsen – That is the sales side. The buyers would know that if not they will have to join a road association and pay for the maintenance of the road.

Mr O'Neill – Is it a yes, go?

Chair Olsen – Yes.

d) Consideration of Issuing of Supplemental Tax for a Tree Growth Withdrawal – Kaela Gonzalez, Assessors Agent Assistant

M/L	OWNER OF RECORD	ADDRESS	ACCT #	TAX DOLLARS	MISCELLANEOUS INFORMATION
016-098	Chase Custom Homes	290 Bridgton Ave Suite 2 Westbrook, ME 04092	1506	\$8,120.00	Owners requested that the parcel be withdrawn from Tree Growth.
016-099	Chase Custom Homes	290 Bridgton Ave Suite 2 Westbrook, ME 04092	1510	\$5,520.00	Owners requested that the parcel be withdrawn from Tree Growth

Motion to accept the Tree Growth withdrawal as cited above by Selectman Bullock. Seconded by Selectman Gifford.

Unanimously approved.

- e) Consideration of Writing Off Uncollectable Personal Property Taxes – Sue Carr, Tax Collector

June 2019 Personal Property write off

ACCOUNT	NAME	YEARS	PRINCIPAL	REASON	WHERE
207	DOIRON	2018/2019	\$765.86	MOVED OUT IN 2017	KOKATOSI
208	DUPUIS	2018	\$322.91	MOVED OUT	KOKATOSI
77	GOUZIE	2018/2019	\$1,671.55	SET UP TWICE	KOKATOSI
6	AMES	2018	\$126.69	MOVED OUT	KOKATOSI
220	KNIGHT	2019	\$318.78	MOVED OUT	KOKATOSI
32	KOKATOSI	2018/2019	\$113.61	MOVED OFF PROPERTY	KOKATOSI
33	COLLETT	19-Oct	\$667.12	MOVED OUT - PAYED PAST	KOKATOSI
216	HOMETOWN SPORTS	2018	\$30.75	CLOSED	BUSINESS
189	LAND SERVICES INC	16-Oct	\$369.01	CLOSED	BUSINESS
105	LEWIS REX	2019	\$143.64	CLOSED	BUSINESS
154	SLOAN	13/19	\$188.10	SET UP TWICE	INDIAN POINT

Total **\$4,718.02 plus interest**

Selectman Sadak – Before Sue talks, I want to say she is awesome at her job! She tries, she calls, she talks, she can be a private investigator researching things out.

Tax Collector Carr – I have researched and the Kokatosi ones have all moved out and the businesses are closed. There are 2 in the list that were being taxed twice as they had 2 records in our system. I have talked to people who stay at Kokatosi and they were told to forget their tax bills and that Kokatosi was paying it. I have left messages and have not had my calls returned as yet. I think that years ago, that may have been true. Most of them stopped paying in 2010. I have sent letters to all of the people there and only 1 paid. Fisherman's Catch called me today after I sent the bill to his home. He said that he will think about paying and since he had not received a bill it was not his problem. He owes over \$1,200. I had been sending it to the business.

Chair Olsen – What is the address on his liquor license?

NOTE: The mailing & physical address listed on his liquor license is:

1270 Roosevelt Trail

Raymond ME 04071

Selectman Gifford – He called me. He acted stunned by this and I suggested that he call the Town Manager. Can you work something out with him, so he doesn't have to

pay in one big check?

Tax Collector Carr – I will work with anyone with payments.

Selectman Sadak – It is for the refrigerators and stuff like that?

Tax Collector Carr – I am not sure exactly what he has for equipment. I talked to Kaela (*Assessor's Assistant*) and she had the same address. She has not gotten a response from the annual equipment list that she sends either.

Town Manager Willard – Have him come in and see me. Under law sending a tax bill is a courtesy, and not required. It is amazing to me that he has gone 9 years with no bill. He should know that if you have business equipment you have to pay taxes. I will talk with him.

Motion to write off the Personal Property plus interest as listed above by Selectman Bullock. Seconded by Selectman Gifford.

Unanimously approved.

f) Consideration of Annual Staff Appointments – Sue Look, Town Clerk

Position	First Name	Last Name
Contract Assessor	Curt	Lebel
Assessor's Assistant	Kaela	Gonzalez
Code Enforcement Officer	Scott	Dvorak
Constable	Nathan	White
Emergency Management Director	Bruce	Tupper
Fire Chief	Bruce	Tupper
Forest Warden	Bruce	Tupper
Health Officer	Cathy	Gosselin
Network Administrator	Kevin	Woodbrey
Planner	Jim	Seymour
Public Works Director	Nathan	White
Road Commissioner	Nathan	White
General Assistance Administrator	Don	Willard
Harbor Master	Donald	Willard
Registrar	Sue	Look
Tax Collector	Suzanne	Carr
Town Clerk	Sue	Look
Treasurer	Cathy	Ricker
Weights & Measures Inspector	Gregory	Joy

Motion to approve as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

g) Consideration of Annual Board and Committee Appointments – Sue Look, Town Clerk

Committee	Term	Expiration	First Name	Last Name	Street
BEAUTIFICATION COMMITTEE	1	06/30/2019	Shirley	Bloom	26 Sebago Rd
	1	06/30/2019	Mitzi	Burby	64 Spiller Hill Rd
	1	06/30/2019	Sharon	Dodson	PO Box 577
	1	06/30/2019	Fran	Gagne	68 Whittemore Cove Rd
	1	06/30/2019	Elissa	Gifford	PO Box 357
	1	06/30/2019	Elaine	Keith	72 Quarry Cove Rd
	1	06/30/2019	Christine	McClellan	PO Box 406
	1	06/30/2019	Mary	McIntire	31 Egypt Road
BOARD OF ASSESSMENT REVIEW	3	06/30/2022	Chris	Hanson	5 Crockett Rd
	3	06/30/2022	Michael	D'Arcangelo	82 Daggett Dr
CEMETERY COMMITTEE	1	06/30/2019	Wayne	Gelston	46 Ledge Hill Rd
	1	06/30/2019	Dick	Sanborn	74 N. Raymond Rd
	1	06/30/2019	Elaine	Walston	74 Mountain Rd
	1	06/30/2019	Dale	Woodman	74 Mountain Rd
CONSERVATION COMMISSION	1	06/30/2019	John	Rand	20 Dryad Woods Rd
	1	06/30/2019	Bill	Fraser	1 Justin Lynn Drive
	1	06/30/2019	Russ	Hutchinson	363 N. Raymond Rd
	1	06/30/2019	Kimberly	Post	112 Mountain Rd
	1	06/30/2019	Ben	Severn	4 Emery Lane
	1	06/30/2019	Leah	Stetson	317 Raymond Hill Rd
PLANNING BOARD	3	06/30/2022	Edward	Kranich	26 Shaw RD
	3	06/30/2022	Kevin	Woodbrey	20 Egypt Rd
TECHNOLOGY COMMITTEE	1	06/30/2019	Laurie	Forbes	17 Webbs Mills Rd
	1	06/30/2019	Kevin	Woodbrey	20 Egypt Rd
	1	06/30/2019	Shaun	Dudley	12 Whitney Way
	1	06/30/2019	Tom	Golebiewski	25 Shaker Woods Rd
	1	06/30/2019	John	Hanley	221 Valley Rd
	1	06/30/2019	Elisa	Trepanier	5 Salmon Run
VETERANS MEMORIAL PARK COMMITTEE	1	06/30/2019	David	McIntire	31 Egypt Rd
	1	06/30/2019	Eleanor	Thompson	10 Levy Lane
ZONING BOARD OF APPEALS	3	06/30/2022	Louise	Lester	10 Hartley Ln
	3	06/30/2022	Eric "Rick"	Welch	8 Elizabeth Ave

Motion to approve as presented by Selectman Sadak. Seconded by Selectman Bullock.

Unanimously approved.

h) Consideration of Annual Update of the Fee Schedule – Sue Look, Town Clerk

The proposed changes are:

- Page 2 – Plumbing Fees – System Components – Treatment Tanks – the State fee has changed from \$80 to \$150

- Page 4 – Fire Department – Wood Stove Permit & Chimney Inspection – \$25 – this fee was omitted from the list inadvertently
- Page 6 – Town Clerk’s Office Fees – Bounced Checks – proposed change from \$25 to \$35

Selectman Sadak – Sandwich signs on Route 302 are not allowed to be out at night and they are not being taken in.

Town Manager Willard – Normally the enforcement is on the Code Officer. I do not know about a fine.

Town Clerk Look – If there was a fine it would either be listed in the ordinance or there would be a statement in the ordinance stating that the fine would be listed in the fee schedule.

Selectman Sadak – I asked Scott about that and he said the ordinance said it would be fined, but the fines are not listed in the ordinance.

Town Manger Willard – We will get an answer from CEO Dvorak and report back.

Motion to approve Fee Schedule as proposed by Selectman Sadak. Seconded by Selectman Bullock.

Unanimously approved.

i) RSU #14 Withdrawal Committee Update – Rolf Olsen, Chairman

Chair Olsen – Our next meeting is June 24th and it will be an executive session to look at revision to the separation agreement. We are still looking for people to go online to volunteer for the sub-committees.

Selectman Bullock – Dr Mark Eastman and I have begun talking about the budget and I would like to expand that to at least someone who has a child in the school system.

Selectman Sadak – This is the perfect time for people who have a concern or don’t know about this to get involved.

4) Public Comment – none

5) Selectman Comment

Selectman Sadak – One of the big issues in this town is communication. We can not put things through the schools. We did a quick survey to ask how people get communications on Election Day. We had 54 who filled out the survey out of the 200+ people who voted. The Windham Eagle had the most checks. The Town Office Staff is already busy, and I would like to hire someone for Communications for about 10 hours per week. They would be updating the Facebook page, getting the newsletter out, coordinating with the newspapers. I found that someone is still updating the Raymond Roadrunner online.

Town Manager Willard – It could be a volunteer. It should be someone familiar with a range of electronic media, desktop publishing, design/layout, maybe we can work with

the Eagle and not do as much of that. It is a significant undertaking. It would either be an ambitious and talented volunteer or a paid contractor. John Hanley may be interested, I don't know.

Selectman Gifford – I would volunteer to oversee whoever you have doing it.

Selectman Sadak – I also want to see if we can start having a monthly page or pages in the Windham Eagle. Our public notices could be included. We need communication. Now the Public Safety sign is displaying the same messages as at the Town Office.

Selectman Bullock – If you look at the old issues of the Road Runner, a lot of fodder for that was school stuff. I think that needs to be a part of this.

Town Manager Willard – What I have found with the RSU is that as long as it is something that Windham is doing, it would happen, but if not, they would not do this. They did stop the “One Raymond” activities because they were not consistent with what Windham was doing.

Selectman Sadak – I would like this on the next agenda to discuss this.

Town Clerk Look – One comment if I put on a prior hat, the sample you have for your survey is very qualified. Those are people who always come out to every election, they are people who stay informed. I am not suggesting that their information is worthless, only that this needs to be kept in mind.

6) Town Manager's Report and Communications

a) Confirm Dates for Upcoming Regular Meetings

- July 9, 2019 – only if we need one
- August 13, 2019

b) Reminder of Upcoming Holiday Schedule

- Thursday, July 4th – Independence Day

Also, we are making great strides toward getting the work done at the Raymond Hill Cemetery. The next project is the tree work on Gore Road and then will do some smoothing of the existing road. We have a draft of the agreement with the Town of Gray.

7) Executive Session

a) Consideration of Town Manager's Annual Review – pursuant to 1 MRSA §405 (6) (D)

Motion to enter executive session at 8:04pm as listed above by Selectman Gifford. Seconded by Selectman Bullock.

Unanimously approved.

Motion to leave executive session at 8:55pm by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

8) Adjournment

Motion to adjourn at 8:55pm by Selectman Bullock. Seconded by Selectman Sadak.

Unanimously approved.

Respectfully submitted,

Susan L Look, Town Clerk

Proposed Interlocal Agreement - Gore Road

INTERLOCAL AGREEMENT BETWEEN THE MUNICIPALITIES OF GRAY and RAYMOND REGARDING JOINT MAINTENANCE OF PORTIONS OF GORE ROAD, LYONS POINT ROAD, AND NORTH RAYMOND ROAD

This Interlocal Agreement is being made and entered into this ____ day of ____, 2019, by and among the Town of Gray, a municipality under the laws of the State of Maine with a principal location at 24 Main Street, Gray, Maine 04039 (“Gray”) and the Inhabitants of the Town of Raymond, a municipality under the laws of the State of Maine with a principal location at 401 Webbs Mills Road, Raymond, Maine 04071 (“Raymond”). The foregoing may be individually referred to as a “Participating Municipality” and collectively referred to as the “Participating Municipalities.”

WHEREAS, portions of a certain road, commonly known as Gore Road, lie within Gray and within Raymond; and

WHEREAS, a portion of Gore Road that lies within Raymond provides direct access to the properties of residents of Gray and the most direct means of access to those homes by emergency response services provided by Raymond; and

WHEREAS, the Participating Municipalities wish to arrange for the continued maintenance of all portions of Gore Road, which may at times include the provision of such maintenance services by one Participating Municipality for portions of said Gore Road that exist within the boundaries of the other Participating Municipality; and

WHEREAS, the need for maintenance of Gore Road was identified in a recent secession effort by Gray residents of the Gore Road area and Gray wishes to resolve this issue; and

WHEREAS, residents of Gore Road have agreed to work with Raymond to allow it to accept the portion of the road located in Raymond and residents of Gore Road in both Gray and Raymond also have contributed toward the cost of repair of the road;

WHEREAS, the Participating Municipalities also wish to arrange for salting, sanding, and snow plowing services for portions of Gore Road and Lyons Point Road in Gray and North Raymond Road in Raymond;

NOW, THEREFORE, the undersigned Participating Municipalities hereby agree as follows:

1. Interlocal Agreement.

This Interlocal Agreement constitutes an Interlocal cooperation agreement pursuant to 30-A M.R.S. § 2201-2208 for the purpose of the joint and cooperative exercise of certain powers, privileges, and authority of the Participating Municipalities.

2. Purpose of Interlocal Agreement.

The purpose of this Interlocal Agreement is to provide for the joint and cooperative exercise of powers related to the construction and maintenance of certain ways located within the boundaries of the Participating Municipalities. It is intended that the joint exercise of these powers shall be deemed to constitute the performance of an essential public function.

3. Term of Interlocal Agreement; Termination.

This Interlocal Agreement shall take effect following the execution hereof by the Participating Municipalities and shall remain in full force and effect for a period of ninety-nine (99) years from the date of execution (the "Termination Date").

This Interlocal Agreement shall be automatically renewed for additional ten (10)-year periods unless either Participating Municipality gives notice to the other that it will not renew the agreement at least one hundred eighty days prior to the expiration of the then-current period.

This Agreement may be terminated by either Party for cause by notifying the other Party in writing at least (6) six months prior to the date of termination. Between the time of notice and the date of termination, the Parties agree to work together to ensure continuation of salting, sanding, and snow plowing services outlined in Section 5.

4. Establishment of Interlocal Agreement Board.

A. Establishment of Board. Administration of the responsibilities outlined in this Interlocal Agreement shall be under the direction of a joint board named the Interlocal Agreement Board (the "Board"), pursuant to the provisions of 30-A M.R.S. § 2203(3)(A).

The Board shall not be established as a separate nonprofit corporation, but instead shall consist of appointed representatives of each Participating Municipality, who shall be responsible for conducting and overseeing the cooperative undertaking contemplated by this Interlocal Agreement. The Board will not prepare an annual budget. The Board's exclusive responsibility shall be to ensure that the responsibilities of the Participating Municipalities, as outlined in Section 5, below, are carried out in an efficient manner that remains in the public interest of both Participating Municipalities.

B. Composition of Board. The Board shall consist of the following people:

- i. The Gray Town Manager; and
- ii. The Raymond Town Manager.

C. Meetings. The Board shall meet only as needed, as determined by the members of the Board.

5. Responsibilities of Participating Municipalities.

Pursuant to the provisions of this Interlocal Agreement:

A. Gray shall, within two (2) weeks of the execution of this Interlocal Agreement by both parties, transfer to Raymond by bill of sale certain personal property consisting of hydraulic lifts with a value of \$20,000 and shall within one (1) year transfer a plow truck with a value of \$47,500, in good working order with a current Maine state inspection sticker and subject to Raymond's inspection, as more particularly described in the inventory attached hereto as Exhibit A (the "Donated Equipment").

B. Raymond shall appropriate and spend the amount of \$67,500 (the value of the Donated Equipment) towards the improvement of portions of Gore Road existing within the boundaries of Raymond which was accepted as a Town road on June 4, 2019.

C. Beginning in the 2021-2022 plowing season, Raymond shall provide salting, sanding, and snow plowing services to Gray for portions of Gore Road and Lyons Point Road existing within the boundaries of Gray, as more accurately depicted on a map of such areas attached hereto as **Exhibit B**.

D. Beginning in the 2021-2022 plowing season, Gray shall provide salting, sanding, and snow plowing services to Raymond for portions of North Raymond Road existing within the boundaries of Raymond, as more accurately depicted on a map of such areas attached hereto as **Exhibit C**.

6. Control and Direction of Employees.

At all times, the employees of each Participating Municipality shall be and remain the employees of that Participating Municipality. At no time shall such employees hold themselves out as, nor shall they be deemed to be, the employee of the other Participating Municipality.

7. No Jointly Held Property.

Following the transfer of the Donated Equipment, pursuant to the terms of Section 6(A), above, all equipment necessary for the completion of the duties prescribed to each Participating Municipality by this Interlocal Agreement shall remain the sole and exclusive property of that Participating Municipality. No such equipment shall be, nor considered to be, jointly held by the Participating Municipalities, nor shall such equipment be disposed of or otherwise transferred upon the termination of this Interlocal Agreement.

8. Modification and Amendment.

This Interlocal Agreement may be further modified or amended by mutual agreement of the Participating Municipalities, evidenced by a duly executed instrument in writing attached hereto.

9. Dispute Resolution.

All disputes between the Participating Municipalities to this Interlocal Agreement arising out of or in connection with such Interlocal Agreement shall be referred for mediation to such neutral third party as the Participating Municipalities may agree upon for the settlement of the dispute, and, for those disputes involving amounts of \$10,000 or less, the decision of the neutral third party shall be accepted as final and binding by the parties, and may not be appealed. In the event the parties fail to mediate the dispute to settlement, the dispute may be filed as a civil action in the Maine Superior Court (Cumberland County).

10. Authority.

By executing this Interlocal Agreement, each Participating Municipality warrants that the representative or representatives signing below has/have been duly authorized by all appropriate actions of that Participating Municipality’s legislative body to enter into and execute this Interlocal Agreement, and that this Interlocal Agreement represents a legal, valid, and binding obligation upon each Participating Municipality, enforceable upon it in accordance with its terms and by application of equitable principles if equitable remedies are sought, except as enforceability may be limited by applicable bankruptcy or similar laws.

11. Miscellaneous.

This Interlocal Agreement constitutes the entire agreement between the Participating Municipalities. This Interlocal Agreement shall remain exclusively between the Town of Gray and the Town of Raymond and shall not be assigned or delegated by either party. In the event that any covenant, condition, or provision of this Interlocal Agreement is held to be invalid or unenforceable by a final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall in no way affect any of the other covenants, conditions, or provisions of this Interlocal Agreement. This Interlocal Agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Maine and the parties recognize Maine as the sole forum having jurisdiction. The descriptive hearings of the sections of this Interlocal Agreement have been inserted for convenience and reference only and shall not control or affect the meaning or construction of any of the contents hereof.

IN WITNESS WHEREOF, the said Parties have caused this Interlocal Agreement to be executed on their behalf by their respective duly authorized representatives, and to be dated as of _____, 2019.

Witness:

TOWN OF GRAY

By:

Deborah S. Cabana, its Town Manager,
hereunto duly authorized

INHABITANTS OF THE TOWN OF
RAYMOND

By:

Donald Willard, its Town Manager, hereunto
duly authorized

Filing of Agreement:
(Title 30-A, Section 2204,
Maine Revised Statutes)

Office of Secretary of State

Received: _____

Town of Gray Public Works – Raymond Transfer Donated Equipment

Equipment	Model#	Ser.#	Value
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01993SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01993SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01994SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01994SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01995SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01995SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01996SP	\$2,500.00
A.L.M. Corp. 18,000 lb. Lift	WE-18	2090D-01996SP	\$2,500.00
		Total Val.	\$20,000.00
*2010 Volvo			
Wheeler/DT/SN/PL	VHD64F	1V5KC93G2BN293450	
		Tot. Val	\$47,500.00

* Note: 2010 Volvo Wheeler/Dump Truck/Snowplow

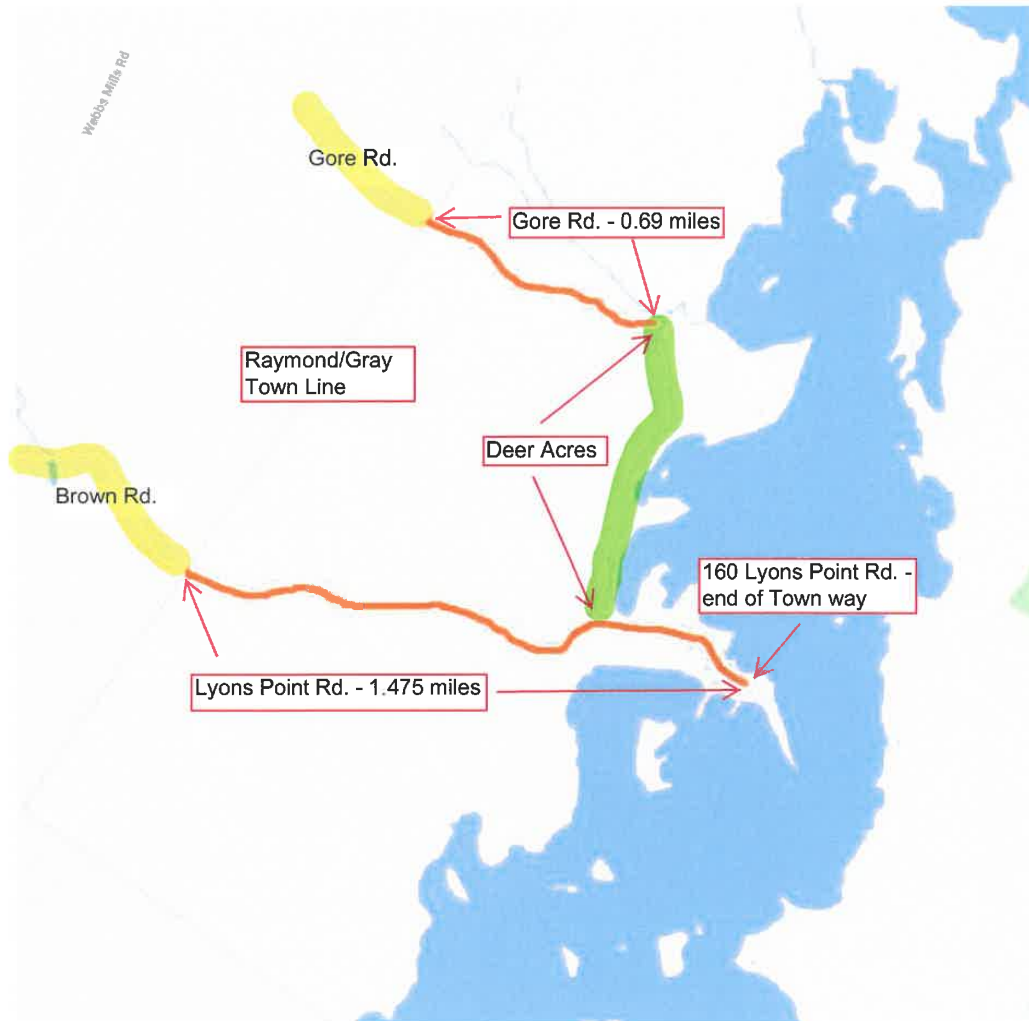


EXHIBIT C

