



Town of Raymond

Select Board ePacket

December 10, 2024

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Agenda



SELECT BOARD Agenda

December 10, 2024

6:00pm – Regular Meeting

At Broadcast Studio &
Via Zoom & on YouTube

Resolution: We, the Raymond Select Board, 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 regular meeting to order

2) Minutes of previous meetings

- a) October 15, 2024
- b) November 7, 2024

3) New Business

- a) Question & Answer with the Office of Cannabis Policy – Vern Malloch, Deputy Director of Operations
 - Follow up of questions raised about caregivers and outside grows at the October 15, 2024, Select Board meeting in the Public Comment segment. What options does the Town of Raymond have?
- b) Consideration of Municipal Fiber Contract – Andrew Davis, Sebago Fiber
 - Sebago Fiber will be ready to begin in January of 2025.
- c) Consideration and Issuance of Tax Abatement(s) – Curt Lebel, Contract Assessor
 - Elavon Inc – 251PP - \$6.88 abatement
 - Orbit Properties LLC – 055-062 - \$10,380.20 abatement
- d) Consideration and Issuance of Supplemental Tax Assessment(s) – Curt Lebel, Contract Assessor
 - Flanagin Properties – 1215 Roosevelt Trl - \$8,677.40 supplemental bill
 - Orbit Properties LLC – 1200 Roosevelt Trl - \$1,859.32 supplemental bill
- e) Update on 2026 Revaluation Project – Curt Lebel, Contract Assessor
 - KRT Appraisal is ready to begin the data collection portion of the revaluation project.
- f) Consideration of Parks & Recreation Renting the Raymond Village Community Church – Joseph Crocker, Parks & Recreation Director
 - This will allow Parks & Recreation to have office space, as well as space for indoor

programs.

- g) Consideration of Updating the Personnel Policy – Sue Look, Town Manager
 - This has been in the works for 2 years. Many of the changes are at the request of our attorney.
- h) Discussion of Traffic Issues in Raymond – Select Board
 - This item was requested at the November 2024 meeting in Public Comment.
- i) Discussion on the Formulation of a Visioning Committee – Select Board
 - To look at potential uses for the Jordan Small Middle School when we receive it back from the RSU.
- j) Consideration of Voting Method of the Town Meeting Warrant – Select Board
 - Via secret ballot or at open Town Meeting
- k) Update from Finance Director of Accounts Status – Brenda Fox-Howard, Finance Director
 - The audit is continuing with occasional questions. We have hired a temporary person to help catch up the bank statements. A new fund 15 was set up for only Parks & Recreation. Processes have been corrected and streamlined.
- l) Consideration of Budget Goals and Schedule – Sue Look, Town Manager
- m) Biennial Appointment of Voter Registrar – Sue Look, Town Manager
 - Pursuant to 21-A MRSA §101, the Voter Registrar must be appointed by January 1st of each odd-numbered year.

4) Public Comment

5) Selectman Comment

6) Town Manager's Report and Communications

- a) Confirm Dates for Upcoming Regular Meetings
 - January 14, 2025
 - February 11, 2025
- b) Upcoming Holiday Closings
 - Thursday, December 19 – Town Office Christmas Party, closing at noon
 - Tuesday, December 24 – Town Office closing at 1pm for Christmas Holiday

7) Adjournment

Previous Meeting Minutes - October 15, 2024



SELECT BOARD Agenda

October 15, 2024

6:00pm – Regular Meeting

At Broadcast Studio &
Via Zoom & on YouTube

Resolution: We, the Raymond Select Board, 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: Rolf Olsen (Chair), Teresa Sadak (Vice Chair), Samuel Gifford (arrived at 6:07pm), Denis Morse, Derek Ray

Select Board members absent: none

Town Staff in attendance:

Melanie Fernald (Town Clerk); Wayne Jones (Fire inspector); Sue Look (Town Manager)

1) **Called regular meeting to order** at 6:00pm by Chair Olsen with a quorum present.

2) **Minutes of previous meetings**

a) September 10, 2024

Motion to approve as presented by Ms. Sadak. Seconded by Mr. Ray.

Mr. Morse noted several details he asked be added into the minutes. Chair Olsen clarified that the official documentation of the meeting is the video recording, the minutes are only a brief synopsis to capture motions and votes.

Unanimously approved

3) **New Business**

a) Consideration of Renewal of the Liquor License for The Beacon – Robert & Pam Wing, owners

Fire Inspector Wayne Jones noted a few minor corrections to be made

Motion to approve the renewal of the Liquor License for The Beacon, conditioned on the correction of items noted in the Fire Inspection report by Ms. Sadak. Seconded by Mr. Gifford

Unanimously approved.

b) Consideration of Issuing a Business License to Monroe & Conley Financial Group – Kevin Monroe & Zachary Conley, owners

Co-owner Zach Conley gave a quick overview of their plans for their financial planning business. They hope to open as soon as all approvals are in place.

Fire Inspector Wayne Jones noted that he's been in contact with the property owner,

and an inspection is scheduled for tomorrow.

Motion to approve the Business License for Monroe & Conley Financial Group, conditioned upon fire inspectors report by Ms. Sadak. Seconded by Mr. Gifford.

Unanimously approved.

- c) Consideration of Issuing a Business License to PR Craft Provisions – Peter Robbins, owner

Owner Peter Robbins noted that his intentions for the business is a bake shop, including handcrafted chocolates. He hopes to expand in the summer months to include takeout food/carryout only.

Motion to approve the Business License for PR Craft Provisions conditioned upon fire inspector's items noted in the report by Ms. Sadak. Seconded by Mr. Morse.

Unanimously approved.

- d) Consideration of Signing the Comprehensive Plan Submittal Form – Sue Look, Town Manager

This is a form, required by the State of Maine, to send in the Comprehensive Plan for their review.

Chair Olsen asked why they're being asked to sign off on a draft document to be reviewed by the State.

Peter Leavitt, Co-Chair of Comprehensive Plan Committee, shared his understanding of the document, and the process/timeline. Believes the certification the form is a statement that the State-required elements have been met by the Comprehensive Plan.

Mr. Morse asked Mr. Leavitt about North Star Planning's role.

Motion to approve the Selectboard Chair to sign the Comprehensive Plan submittal form by Ms. Sadak. Seconded by Mr. Morse

Unanimously approved.

- e) Consideration General Assistance Ordinance State Mandated Updates – Sue Look, Town Manager

Town Manager Look noted that the state has made some changes to the General Assistance Ordinance – there is a 100+ page document in the packet. There is a brief 2-page overview included to summarize the changes, created by Jennie Silverblade, the Town's GA Administrator.

Motion to approve the State-mandated General Assistance Ordinance Updates by Ms. Sadak. Seconded by Mr. Morse

Unanimously approved.

4) Public Comment

Chair Olsen opened the floor for Public Comment, the following individuals spoke:

Ray Richardson - Tenny Hill Road, shared concerns about neighbor who has a marijuana grow operation in his garage, which has expanded to outside. The smell is bothersome, can't open windows, there's a place for it, but doesn't feel that is the place. Vehicles coming and going, the chemicals sprayed on the plants. He has medical issues due to his military service, very sensitive to smells and chemicals.

Several Select Board members and residents asked questions about this concern and how, if at all, it could be addressed. Some questions and discussion centered around whether this is a Planning Board issue, whether this was a Home Occupation or if it crosses over to a Commercial business, that Medical Marijuana growth is ruled by the State which limits what a Town can do to intervene, the suggestion that we learn more about the State's regulations and guidelines around Medical Growth, what is allowed in Residential vs. Commercial zoned properties, does the land being part of a subdivision make any difference in the allowable uses, and whether there is a Protective Covenant that restricts what can be done on that property. Further discussion around local ordinances and different types of marijuana businesses

Town Manager Look asked Chair Olsen if he would like this added to an upcoming agenda for further discussion.

Jennifer Danzig, Pulpit Rock Road, noted that the Planning Board is already working to publish their outline for which meeting they'll concentrate on which proposed ordinance change. Expressed concern about the Planning Board amending the solar ordinance that was just amended via Citizen's Petition and Special Town Meeting. Stated that the Planning Board said they'll review the solar farm ordinance based on the comp plan from 2004, not the new one.

Laurie Wallace, Pulpit Rock Road – on the Town's website, she read there was a moratorium on marijuana businesses in 2021. She read the document from the website. Chair Olsen clarified that referred to recreational sales of marijuana, which the town has not opted in. That moratorium further clarified that the Town was not allowing recreational sales, after a potential business owner requested an exception.

Grace Leavitt, Leavitt Road – Windham has established a committee to determine the future use of their middle school. Hopes that Raymond will do the same, to help steer any future use of the Jordan Small school, so the costs are kept down and to get the best use of the full building.

Traffic issues, accidents, asked for increased speed enforcement, asked that we please take action now, before another big accident. Can we encourage more enforcement from the Sheriff's office?

Mr. Morse noted that Public Safety building staff has welcomed the Sheriff and State Police in to wash their vehicles here. That helps encourage them to be in Raymond. Noted that statistics show that the number of crashes is down, even though speeding is up.

Linda Pankewicz, Pulpit Rock Road – has experienced tailgating and passing on Main Street.

Shawn McKillop, Main Street – collect data from a borrowed sign, bring forward the idea of spending more money in the next budget on increased enforcement from the Sheriff's Office. It will cost money, but thinks it would be worth it. Budget-Finance Committee and Comprehensive Plan Committees are working towards ways to help with traffic/speeding.

Peter Leavitt, Leavitt Road – Comprehensive Plan is online in draft form, it's ready for public comment. There will be a Public Hearing on December 4th on the final draft of the plan.

Nationally the number of traffic accidents have decreased, but over the past 5 years accidents involving pedestrians have gone up significantly, due to the speed and size of the vehicle. This is a life safety issue.

(documents handed out are attached to these minutes) The first chapter required by the State in the Comprehensive Plan is to write about our historical background and to make a commitment to conserve our historical sites.

All the Town's committees and boards have to be on the same page moving forward; Town cannot make ordinances that conflict with the Comprehensive Plan.

Ms. Sadak asked when we will be voting on the new Comprehensive Plan.

Spoke to the timeline: currently in the public comment period, Public Hearing on the draft will be December 4th, the State will simultaneously review the Comprehensive Plan which can take up to 90-days, once the State approves the Select Board will put it on the warrant to be voted on in June.

Olsen said that ordinances need to be reviewed and amended, Planning Board needs to keep moving forward - Compared to the current CP – which is the 2004 plan until the new (2024-2025) plan is adopted. The Planning Board cannot assume the new Comprehensive Plan will pass, the 2004 version is in force until the new plan is adopted.

Jennifer Danzig, Pulpit Roack Road – timing of Planning Board's deadlines to get proposed ordinance changes onto the warrant was too early to accommodate the timing of their solar ordinance concerns, which is why their group moved forward with a citizens petition to address the concern.

5) Selectman Comment

Chair Olsen opened the floor for Selectman Comment; the following Select Board Members spoke:

Ms. Sadak expressed regret that the workshop with Budget-Finance was cancelled. Feels it is a good idea and would like to see the two groups get together to be able to air out things and will help to talk through some things.

Chair Olsen clarified that the workshop will be rescheduled once a better date is found to accommodate the two groups.

6) Town Manager's Report and Communications

The family of Basil Chigas noted that in lieu of flowers for his funeral, they encouraged donations to the Raymond Village Library. The library has already received a gift of \$550 from his friends and family.

a) Confirm Dates for Upcoming Regular Meetings

- November 7, 2024 – NOTE this is a Thursday, change due to videographer's schedule
- December 10, 2024

7) **Adjournment**

Motion to adjourn at 7:34pm by Ms. Sadak. Seconded by Mr. Morse.

Unanimously approved

Respectfully submitted,

Melanie Fernald, Town Clerk



Social media advertising might reach more potential customers but print-digital readers are more likely to reach the right ones.

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In 1770, Captain Nathaniel Jordan and Captain Joseph Dingley recorded lots in the new town. In June, Captain Jordan chose lot 3 range 2 embracing the outlet of Panther Pond, and in September, Captain Dingley signed up for lot 9, range 2, including the outlet of Thomas Pond.

According to tradition, both men started together on foot from Massachusetts in friendly contest for the coveted extra lot of land. Arriving together at the old Indian "carrying place" at Standish Neck, they camped the night. Early in the morning, Captain Dingley, awakening first, procured a boat and paddled across the lake. He came ashore at the mouth of Dingley Brook, which still bears his name and was the first to secure his location. Captain Jordan, finding his companion gone, cut a path along the lake shore and arrived at his location late in the afternoon. There he settled on the land recently belonging to the Crockett house. Jordan Bay and Jordan River (the local name for Panther Run) bear his name today. The first settler on Raymond Cape was Mr. Daniel Mason, who came by boat from Standish and built his house on the north shore near the Images in 1818. Later in that year, he was joined by his brother-in-law, Samuel Tarbox, who, with his wife, froze to death in a severe blizzard in 1819. The story of the tragic death of Mr. Tarbox, who had gone to the mill for provisions and of his wife who went to meet him, is still told in the community. For many years a severe blizzard, accompanied by extreme cold, was called locally a "Tarboxer".

In folk lore, perhaps, rather than in history, belong the tales of the Indian gatherings on the end of the Cape and at the Pulpit Rock. The Images are there, though, for all to see, and Frye's Leap and Frye's Island are material testimony of Mr. Frye's escape from Indian pursuit. It is said that, driven to the end of the cape by a band of wild Indians, Mr. Frye leaped into the water and swam to the island. The Indians were so astounded by this performance that they gave up the chase. It is interesting to recall in this connection that in the days when the Songo River Excursions used to pass by the Images, a man would appear atop the cliffs over the Images (the Images though located on private property may be seen from the lake) dressed in Indian costume. How many boys earned their way through college "playing Indian" for the amused if not bemused tourists, has not been established.

The economic history of the town follows the pattern of most all small New England rural communities. To supply the immediate needs of the early settlers, both Mr. Jordan and Mr. Dingley set up saw mills at the mouth of their respective rivers. Mr. Jordan's mill eventually burned, but it is interest-

diesel engine, electricity, jet propulsion and nuclear energy. But there was a time not so long ago when the only source of power was the wind (developed only in windmills and on water craft equipped with sails), animals (horses, mules, oxen and dogs), man power (now more commonly called "person power" as women and children generated their share) and water power. The latter was more adaptable to community uses beyond the abilities or the needs of the individual and home, and is the subject of this newsletter.

For the earliest settlers, on their arrival, there was plenty of wood to burn for heat and for shaping into lumber with hand axe and adz. **Real progress was possible only after water power was harnessed from the ponds and streams with which our towns of Casco and Raymond were blessed. So important was it to the proprietors of the new township that they offered special inducements in the form of land and tools to whoever would become mill operator at the best mill site, as decreed by the proprietors in 1771, -**

"Whereas the Proprietors of Raymondtown are in great want of having a Saw Mill and a Corn Mill being Built in Raymond on the Lot No 4 in the third range (which included the outlet of Panther Pond), - Therefore Voted that if any Person or Persons will build a Saw Mill and a Corn Mill on Said Lot that the said Proprietors will be at the Charge of finding the Mill Stones for Said Corn Mill and Deliver them at Falmouth, or Cape Elizabeth, and also make a grant of Said Lot to such Person or persons that shall (establish?) a Saw Mill & a Corn Mill of sd Lot as aforesaid."

This did not provide a mill at that time on Lot 4 in the third range but Joseph Dingley did, in 1771, overrun that site in his race with Dominicus Jordan to be the first claimant of land and settled on Lot 9 in the second range (which included the outlet of Thomas Pond) and offered to build a mill there. And so Raymondtown had a mill "fitt for sawing boards" by June 1772 and "fitt to grind corn" by that fall, and the new town was ready to grow.

And Raymond did grow rapidly, up to its greatest population in the census of 1860. before dropping as rapidly to a dismal low in 1930. In a book of the Hydrographic Survey of Maine in 1869 all of the used and unused water powers of the state were listed with the comments, facts and nature of the uses. The following is a briefed list from that book of what our towns could boast:

RAYMOND 6 Powers

- | | |
|--------|---|
| First | Plummer's Mill on Panther river; numerous saws, a planer, grist and plaster mill. |
| Second | Fulton's Mill on Radoux river. |

Previous Meeting Minutes - November 7, 2024



SELECT BOARD Minutes

November 7, 2024

6:00pm – Regular Meeting

At Broadcast Studio &
Via Zoom & on YouTube

Resolution: We, the Raymond Select Board, 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: Rolf Olsen (Chair), Teresa Sadak (Vice Chair), Samuel Gifford, Denis Morse, Derek Ray

Select Board members absent: none

Town Staff in attendance:

Joe Crocker (Parks & Recreation Director); Melanie Fernald (Town Clerk); Brenda Fox-Howard (Finance Director); Cathy Gosselin (HR Officer), Chris Hanson (Code Enforcement Officer); Wayne Jones (Fire Inspector); Sue Look (Town Manager), Nathan White (Public Works Director); Jason Williamson (Assistant Code Enforcement Officer)

1) **Called regular meeting to order** at 6:00pm by Chair Olsen with a quorum present.

2) ***Executive Session**

a) Discussion of Personnel Matters – pursuant to MRSA 1 §405(6)(A)

Motion to enter Executive Session at 6:08pm as noted above by Ms. Sadak.
Seconded by Mr. Gifford.
Unanimously approved.

Motion to leave Executive Session at 6:23pm by Ms. Sadak. Seconded by Mr. Gifford.
Unanimously approved.

3) **New Business**

a) *Consideration of Sheri Gagnon Courts Update – Joseph Crocker, Parks & Recreation Director

Chair Olsen announced he would abstain from the discussion and voting on this item.

Vice Chair Sadak clarified for the record that Chair Olsen was recusing himself from the discussion and vote on this item, but due to the topic, she had asked that he remain in the room. Ms. Sadak gave the floor to Joe Crocker to read a statement.

Joe Crocker read a letter into the record, sharing some background of the request from the pickleball community to name the tennis and pickleball courts within the

**Taken out of order*

Select Board Meeting Minutes

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November 7, 2024

Sheri Gagnon Memorial Park. Brenda Olsen had proposed that the pickleball group be incorporated under the Recreation Department and laid out a clear and structured plan to lay the foundation for the program to succeed. Under Brenda's coordination, the program grew from 68 to 156 active participants with over 400 total members. The feedback from those who worked with Brenda has been overwhelmingly positive, and the pickleball community is asking to honor Brenda Olsen by dedicating the new courts as the Brenda Olsen Tennis and Pickleball Facility.

Roger Bennett spoke to the sense of community formed around the Pickleball activity here in Raymond. Pickleball was an activity that got him out of the house and more active again. He believes Brenda deserves the recognition for building that community.

Mr. Morse noted his agreement with the request to name the Pickleball and tennis court facility after Brenda Olsen, but suggested that "memorial" be added to the name.

Motion to name the pickleball & tennis courts the Brenda Olsen Memorial Tennis & Pickleball Facility by Mr. Morse. Seconded by Mr. Ray.

Motion carries (vote: 4-0-0-1, Chair Olsen recused)

- b) Consideration of Sebago Lake Rotary Club's Ice Fishing Derby February 15-16, 2025 – Ingo Hartig, Rotary Past President

Sebago Lake Rotary Club is requesting another Fishing Derby on February 15th and 16th, 2025.

Motion to approve Sebago Lake Rotary Club's Ice Fishing Derby by Ms. Sadak. Seconded by Mr. Morse

Unanimously approved

- c) Consideration of Issuing a New Business License – Elegant Spa (updated application changes name to Raymond Green Spa), 1259 Roosevelt Trail – Li Ping Peng and Qui Zhen Liu, owners

Ms. Sadak noted a lot of things will need to be fixed prior to opening, according to Wayne Jones' report.

Fire Inspector Wayne Jones noted that there is an upstairs door that opens to the outside, with no landing or stairs – a deadbolt and a barricade is suggested. Inspector does not have a timeline for when they'll complete the items that need attention; has been in touch with the property owners.

Motion to approve the business license for Elegant Spa/Raymond Green Spa contingent upon fixing items noted in the inspection report and a successful reinspection by Ms. Sadak. Seconded by Mr. Morse

Unanimously approved

- d) Consideration of Change to East Shore Tavern's Liquor License – Kyle Bancroft, owner

Kyle Bancroft noted that their current classification of liquor license at the state level is Class A Restaurant/Lounge and has requested of the State Liquor Division to

operate under a Class A Lounge designation. Essentially the difference is full meal service vs. pub style food service. His issue has been staffing the kitchen at the level necessary to provide full restaurant meal service. East Shore Tavern will still remain licensed with Department of Health and Human Services as an Eating Place (restaurant). The requested change in the level of liquor license will allow more flexibility to weather these tough times within the food service industry; can keep less stock on hand; currently they can only serve food until 9pm, the change will allow food service the full time they're open.

In the State of Maine, you can run a restaurant without a liquor license, but if you have a liquor license without maintaining a State restaurant license.

Ms. Sadak asked what the difference would be if they change to a lounge. Instead of steak there would be more like hot dogs, chicken wings, lighter/quicker menu options. The difference is mostly from the State's angle: lower food stocked on hand per seat and food sales requirements are a little less. From the customer's perspective, they'll notice very little changes.

Chris Hanson noted that there is not a specific definition of restaurant and lounge in our ordinance, so it's difficult to say that this isn't an allowed use. He feels that Bancroft's food service plans will not make such a major change that will give us reason to deny this request from a code/zoning standpoint.

Mr. Ray asked what food is served there now. Burgers, hot dogs, chicken tenders, fried foods. They're hoping to ease up on the staffing needed for the kitchen, and make it easier for one person to run the kitchen at the bar. That would allow for lower overhead costs through this slower time in the industry. They are currently meeting the State's requirement of food to liquor ratios, but the requested change will allow more wiggle room in those ratios.

Mr. Morse is hesitant to do anything that might hold back a business from success. If this change helps keep this business afloat longer, it is worth trying.

Fire Inspector Wayne Jones noted that the items on the original inspection report have been corrected.

Motion to approve the request to change the liquor license classification to a Class A Lounge by Mr. Morse. Seconded by Ms. Sadak.

Unanimously approved

e) Update of Marijuana Grow Complaint on Tenny Hill – Sue Look, Town Manager

At the last meeting, a resident brought the concern of their neighbor's grow operation. Town Manager Look has spoken with Office of Cannabis Policy

There is a lot of confidentiality around "caregivers" and their data, customers and number of plants allowed. This makes it so we all need to be very careful about what is said and how it is looked into.

Some towns have ordinances around prohibiting open grows, which would limit grows to be within buildings with air filtration system. Town Manager Look is still gathering information on the possibilities we are allowed to do.

Ms. Sadak asked if the Town were to enact new ordinances, would those already operating be grandfathered, and therefore not required to make any proposed changes to their operations to meet a new ordinance.

**Taken out of order*

Chair Olsen noted that there are still several questions we would need to get clarification on from the State Office of Cannabis Policy and from our Legal.

Mr. Morse said he'd be interested in an opportunity to ask questions of the state department.

Code Enforcement Officer Chris Hanson noted that Retail Sales is a use that the town has to opt in to allow, we have not done so. However, there are two Retail Medical marijuana stores that were grandfathered in; we have no Adult Use/Recreational Sales stores.

Retail adult use would require us to have an ordinance in place that addresses setbacks, odor control, etc. Enforcement would be an issue. Could enact an ordinance that would address odors.

This is a very involved topic to learn much more about, prior to making any decisions.

4) Public Comment

Chair Olsen opened the floor for Public Comment, the following people spoke:

Peter Leavitt, Leavitt Road – Comprehensive Plan Committee, one of top four concerns of the community is traffic control/calming. Noted the accident that killed two Raymond residents on Egypt Road. Asks that we look into signs, the cost of contract Deputies, increased police presence. 40 accidents on Egypt road since 2022, as recorded by the Cumberland County Sheriff. Maine DOT identifies a road as “high risk” when there are eight accidents or more within a 3-year period.

Grace Leavitt, Leavitt Road – within 5 days, she was passed twice. She feels that speeding is excessive. Calls for some action, speed radar signs, no passing zone signs. Noted that the lines were re-painted today on Webbs Mills Road and Egypt Road.

5) Selectman Comment

Chair Olsen opened the floor for Selectman Comment, the following people spoke:

Mr. Gifford noted he was passed twice recently in the school zones.

Ms. Sadak noted a car passed the stopped school bus at her daycare. The bus driver noted to call the schools at 892-1809 to help report the school bus passings. Ms. Sadak congratulated Rolf Colsen on his win, noted that Craig Messenger also deserves credit for a good campaign.

Mr. Morse noted his experience with speeders and being passed.

Chair Olsen noted how well the election went, great turn-out.

6) Town Manager's Report and Communications

Town Manager Look complimented the Fire & Rescue department on their handling of the accident on Egypt Road last week.

Town Clerk Mel Fernald thanked everyone involved in the Election on Monday and

**Taken out of order*

Tuesday.

a) Confirm Dates for Upcoming Regular Meetings

- December 10, 2024
- January 14, 2025

b) Upcoming Holiday Closings

- Thursday and Friday, November 28-29, 2024 – Thanksgiving

7) Adjournment

Motion to adjourn at 7:31pm by Mr. Sadak. Seconded by Mr. Morse.

Unanimously approved

**Taken out of order*

Select Board Meeting Minutes

(Page 5 of 5)

November 7, 2024

Municipal Fiber Contract

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of December 10, 2024, by SEBAGO FIBER & WIFI LLC, a Maine limited liability company with an address of 824 Roosevelt Trail, #282, Windham, Maine 04062 ("Operator") and the TOWN OF RAYMOND MAINE, (the "Town"), each referred to as the "Party" or jointly referred to as the "Parties".

WHEREAS, the Town is interested in having installed a fiber optic ring connecting all municipal buildings and public safety radio towers;

WHEREAS, the Operator has submitted a proposal to the Town for the requested installation, and the Town has accepted the Operator's proposal;

WHEREAS, the Town and the Operator have agreed to that Operator will install the requested fiber optic network ring connecting all municipal buildings and public safety radio tower (approximately 16.8 miles of fiber) (as specified in the Attached Exhibit A), for the price of \$806,265.00;

WHEREAS, as additional consideration for the installation of the fiber optic network ring, and in order to facilitate the location of required network infrastructural by the Operator, the Town will grant to the Operating, or tis assignee, a perpetual easement over and under a portion of Town-owned real property identified as Tax Assessor's Map 04, Lot 106A, (as more particularly described in the Grant of Easement, and as shown on plan attached hereto as Exhibit B);

NOW THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Design and Installation of Redundant Fiber Optic Network Ring

Operator hereby agrees to design and install, providing all necessary materials, labor and pole licensing, an approximately 16.8 mile redundant ring fiber optic network to connecting all municipal buildings and public safety radio towers,) (as specified in the Attached Exhibit A), at a cost of \$806,265.00;

Indefeasible Right of Use

Following the final installation of the redundant ring fiber optic network, the Operator will grant to the Town for a period of Twenty (20) years, renewable for an additional Twenty (20) year period, an Indefeasible Right of Use such network at no cost to the Town. The parties hereto agree to the terms and conditions of the Indefeasible Right of Use in the form appended hereto as Exhibit C;

Grant of Easement

As additional consideration for the installation of the fiber optic network ring, and in order to facilitate the location of required network infrastructural by the Operator, the Town will grant to the Operating, or tis assignee, a perpetual easement over a portion of Town-owned real property identified as Tax Assessor's Map 04, Lot 106A, as more particularly described in the plan attached hereto as Exhibit A. The parties hereto agree to the terms and conditions of the Grant of Easement in the form appended hereto as Exhibit B;

provide the Town or its agents a final design plan and system specifications for the redundant ring fiber optic network, and the Town shall have the opportunity to review and approve such design and specifications;

Following the Town's review and approval of the system's design and specifications, Town will execute the Grant of Easement Exhibit C, and remit payment to the Operator of the Town's initial deposit of \$201,566.25;

The balance to be paid on monthly progress statements subject to a 10% retainage, which retainage shall be paid upon final acceptance of the fiber optic network ring, which acceptance shall not be unreasonably, conditioned, delayed or withheld.

Upon receipt of the Town's initial deposit and the Town's execution of the Grant of Easement, the Operator will forthwith commence the installation required network infrastructure, and shall complete such installation without interruption, or delay, of its own making.

If in the Operator's good faith and reasonable judgment it has sufficient capacity available in the approved fiber optic network ring, Operator may offer connections to additional Town facilities, or Town residents, or others for resale in any manner at market rates and subject to other terms and conditions that are mutually agreed upon between the Operator and the Town.

SIGNATURES ON FOLLOWING PAGE

Executed under seal as of the 10th day of DECEMBER, 2024

TOWN OF RAYMOND

By its duly Authorized Town Manager
SUSAN L LOOK

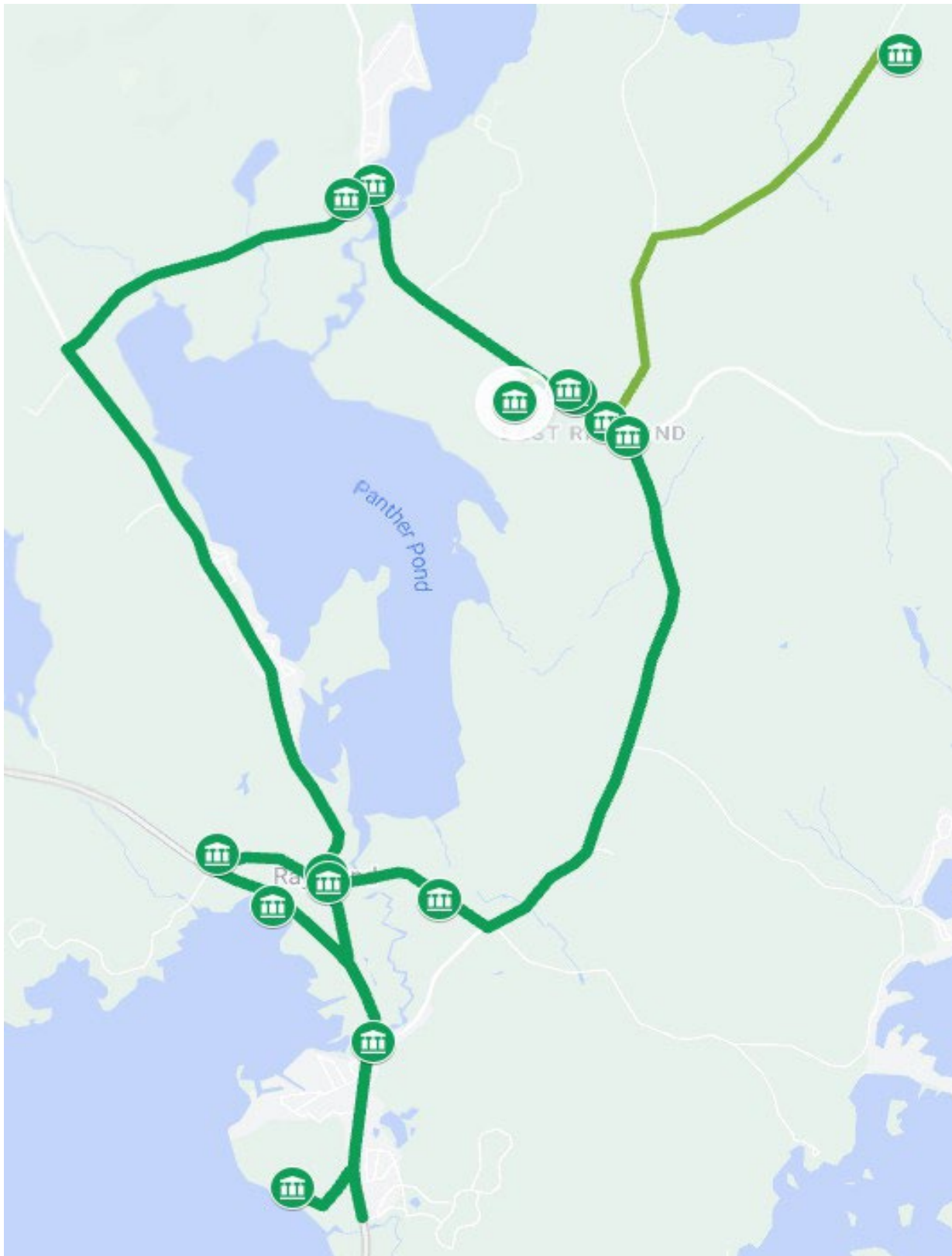
GRANTEE:

SEBAGO FIBER & WIFI, LLC

By its duly authorized Manager
ANDREW DAVIS

EXHIBIT A

Raymond Municipal Fiber Ring (12 Fiber, 1 tube) Path and Connected Buildings



Raymond Municipal Buildings connected via Dark Fiber

<u>Town Building</u>	<u>Address</u>	<u>Town</u>
Town Office	401 Webbs Mills Rd	Raymond
Public Safety District 2	387 Webbs Mills Rd	Raymond
Sheri-Gagnon Memorial Park	63 Mill St	Raymond
Public Safety District 1	1443 Roosevelt Trail	Raymond
Crescent Lake Beach	580 Webbs Mill	Raymond
Raymond Village Library	3 Meadow Rd	Raymond
Public Works Main Street	47 Main St	Raymond
Raymond Beach	1234 Roosevelt Trail	Raymond
IPTV Studio	423 Webbs Mills Rd	Raymond
Jordan Middle School	423 Webbs Mills Rd	Raymond
Raymond Elementary School	434 Webbs Mills Rd	Raymond
Public Works Plains Road	170 Plains Road	Raymond
Tassel Top Park	Tassel Top Rd	Raymond
Veterans Memorial Park	1294-1298 Roosevelt Trail	Raymond
Fire Dept Radio Tower	Repeater Way	Raymond

Exhibit B - EASEMENT

THE INHABITANTS OF THE TOWN OF RAYMOND, a body corporate and politic under the laws of the State of Maine, whose mailing address is 401 Webbs Mills Rd, Raymond, ME 04071, hereinafter, "Grantor"), grants to SEBAGO FIBER & WIFI LLC, a Maine limited liability company with an address of 824 Roosevelt Trail, #282, Windham, Maine 04062 (hereinafter, "Grantee"), its successors or assigns, the perpetual right and easement, to use in common with the Grantor and others from time to time entitled to use the same, a portion of the land of the Grantor, identified as Tax Assessor's Map 04, Lot 106A, (as more particularly described in the plan attached hereto), solely for the purposes of erecting, installing and maintaining a structure of approximately 400 square feet to be used as a central office for Grantee's the installation of a fiber optic network ring connecting all Grantee's municipal buildings and public safety radio towers, (approximately 16.8 miles of fiber), together with any additional expansion of such fiber optic network as may occur. This easement shall include the right to install overhead, and underground utilities as may be necessary for the operation of such central office, along with access to the easement area by Grantee its agents, employees, contractor's and subcontractors, along the Grantor's driveway abutting such easement area.

With respect to said right and easement hereby conveyed, the Grantor and the Grantee by its acceptance hereof for themselves and their respective successors and assigns hereby agree as follows:

- (a) The Grantor shall have the right to use and enjoy the foregoing right and easement for the purposes stated in common with the Grantee and others legally entitled thereto, but all utilities shall be separately metered and paid by the party using the same.
- (b) If in connection with the installation of utilities or otherwise, any excavations are

made in said easement area, the party making such excavation shall forthwith restore said land, and the surfaces thereof, to their prior condition;

(c) Grantee agrees to make reasonable site improvements to permit additional outdoor lighting to Grantor's driveway in the area adjacent to the easement area.

(d) Each party shall indemnify and save the other harmless from and against any loss, damage or liability arising out of the exercise of said rights and easements;

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF RAYMOND have caused this Grant of Easement be executed by its Select Board, hereunto duly authorized, as of the 10th day of December, 2024

TOWN OF RAYMOND

Witness

By: _____
Rolf Olsen, Board Member and
Chair

Witness

By: _____
Teresa Sadak, Board Member and Vice Chair

Witness

By: _____
Samuel Gifford, Board Member

Witness

By: _____
Derek Ray, Board Member

Witness

By: _____
Denis Morse, Board Member

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 10, 2024

Personally appeared the above-named Rolf Olsen, Chair of the Select Board of the INHABITANTS OF THE TOWN OF RAYMOND, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the INHABITANTS OF THE TOWN OF RAYMOND.

Before me,

Notary Public/Maine Attorney at Law

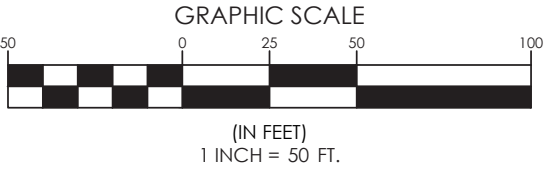
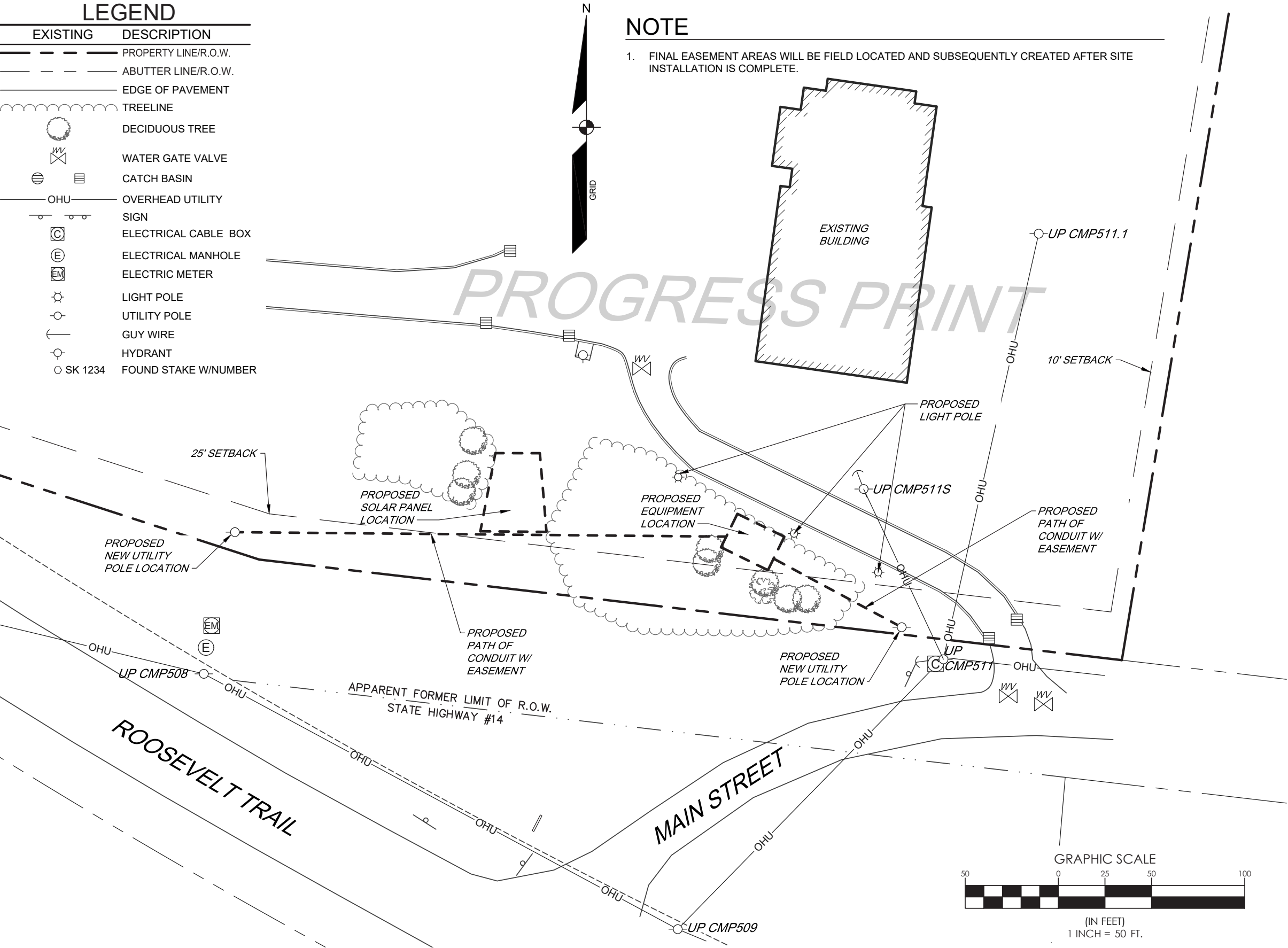
Print name
My commission expires: _____.

LEGEND

EXISTING	DESCRIPTION
	PROPERTY LINE/R.O.W.
	ABUTTER LINE/R.O.W.
	EDGE OF PAVEMENT
	TREELINE
	DECIDUOUS TREE
	WATER GATE VALVE
	CATCH BASIN
	OVERHEAD UTILITY
	SIGN
	ELECTRICAL CABLE BOX
	ELECTRICAL MANHOLE
	ELECTRIC METER
	LIGHT POLE
	UTILITY POLE
	GUY WIRE
	HYDRANT
	FOUND STAKE W/NUMBER

NOTE

1. FINAL EASEMENT AREAS WILL BE FIELD LOCATED AND SUBSEQUENTLY CREATED AFTER SITE INSTALLATION IS COMPLETE.



THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO
TECHNICS

SEBAGOTECHNICS.COM
75 John Roberts Rd. Suite 4A
South Portland, ME 04106
207-200-2100

South Portland, Bridgton, Sanford and Bath

SEBAGO FIBER- SKETCH PLAN

OF: RAYMOND FIRE STATION

1442 ROOSEVELT TRAIL
RAYMOND, ME

RECORD OWNER:

TOWN OF RAYMOND

401 WEBBS MILLS RD.
RAYMOND, ME 04071

FOR: SEBAGO FIBER & WIFI, LLC

824 ROOSEVELT Trail #282
WINDHAM, ME

DRAWN	CHECKED
JSB, SAT	GAS

PROJECT NO.	SCALE
241042	1" = 50'

DATE	SHEET
12/05/2024	1 OF 1

EXHIBIT C - FIBER OPTIC AGREEMENT AND GRANT OF IRU

FIBER OPTIC AGREEMENT AND GRANT OF IRU

THIS AGREEMENT ("Agreement") is made and entered into as of December 10, 2024, by and SEBAGO FIBER & WIFI LLC, a Maine limited liability company with an address of 824 Roosevelt Trail, #282, Windham, Maine 04062 ("Operator") and the TOWN OF RAYMOND MAINE, (the "Town"), each referred to as the "Party" or jointly referred to as the "Parties".

BACKGROUND

- A. Pursuant to and subject to the terms and conditions of an Agreement dated December ____, 2024 (the "APA"), by and among the Parties, Sebago Fiber will concurrently with the execution of this Agreement, install a fiber communications system (the "System") providing services to subscribers in the Town, among other communities.
- B. In connection with the final acceptance of the System, the Parties have agreed that:
 - (i) the Town shall have a right to use the fiber optic network ring connecting all municipal buildings and public safety radio towers approximately 16.8 miles of fiber (the "Town Fibers"), and
 - (ii) the Town shall have the right to use any Additional Fibers (as defined below), subject to the terms and conditions set forth herein.
- C. The Parties desire to enter into an agreement governing the Town's right to use the Town Fibers and any Additional Fibers within the existing structural developments in the Town, upon all the terms and conditions set forth below.

DEFINITIONS

The following terms are used in this Agreement:

- A. "Acceptance Notice" means the notice of acceptance of an Additional Fiber pursuant to Article V for Additional Fiber.
- B. "Additional Fibers" means for each route of Fiber any fibers in addition to the required Twelve.
- C. "Dark Fiber" means Fiber between two specified locations that has no optronics or electronics attached to it.
- D. "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer-tube and which is/are used to transmit a communication signal along the glass strand in the form of pulses of light.
- E. "Fiber Optic Cable" or "Cable" means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.
- F. "Indefeasible Right of Use" or "IRU" is an exclusive and irrevocable right, subject to the term in Article II, to use the Town Fibers and Additional Fibers; provided, however, that granting of such IRU does not convey legal title to the Fibers.
- G. "Operator Cable" means a Cable containing one or more Fibers owned by the Operator and which contains Dark Fibers in which the Town has an IRU pursuant to the terms of this Agreement.
- H. "Rights-or-Way" see Article XIII for definition.

In consideration of their mutual promises, the Parties expressly agree as follows:

ARTICLE I

TOWN FIBERS AND ADDITIONAL TOWN FIBERS

1.1 The Town desires to obtain an IRU for the Town Fibers. Upon Acceptance of Additional Fiber by the Town, the Operator grants an IRU to the Town for the Additional Fibers. The Town shall use the Town Fibers and Additional Fiber solely to connect Town buildings and other Town facilities, and not in any other capacity, including for resale in any manner. For the avoidance of doubt, nothing in this Agreement shall be deemed to obligate the Operator to provide any Fiber or offer any services to any party, other than the Town.

1.2 If in the Operator's good faith and reasonable judgment it has sufficient Fiber available in the conduit, additional and separate Fiber will be made available by the Operator to connect Town buildings and other Town facilities, and not for resale in any manner at market rates and subject to other terms and conditions that are mutually agreed upon between the Operator and the Town. Other than as provided in the preceding sentence, nothing in this Agreement obligates the Operator to offer any Fiber beyond the Town Fiber and Additional Fiber, supply to the Town any optical or electrical equipment, or other facilities, including without limitation, local distribution facilities, collocation space, regeneration facilities, generators, batteries, air conditioners, fire protection equipment, monitoring equipment and testing equipment, all of which are the sole responsibility of the Town.

ARTICLE II

EFFECTIVE DATE AND TERM

2.1 The initial IRU term in respect of the Town Fibers and Additional Fibers shall commence on the date hereof and shall terminate upon the earlier of (x) the expiration of the useful life of such Fiber, as reasonably determined by the Operator and (y) Twenty (20) years from the date hereof, with the option by the Town to renew this Agreement for One (1) additional Twenty (20) year term.

In the event that the Operator replaces Town Fiber or Additional Fiber for its own purposes, the Operator will replace the Town Fibers at no cost to the Town, except that the Town will be responsible for any cost associated with deploying Fiber strands outside of the public right-of-way to reach the Town facilities.

2.2 Expiration or termination of this Agreement shall not affect the rights or obligations of any Party with respect to any payments of expenses incurred prior to the date of termination or pursuant to Article X (Taxes); Article XI (Liability); Article XIII (Required Rights); and Article XXIV (Dispute Resolution).

ARTICLE III

CONSIDERATION

3.1 Subject to the splicing, testing and other maintenance costs set forth herein, the Town's consideration for the Town Fibers and Additional Fibers shall be the sale of the System to TDS and the satisfaction of its obligations under the APA and this Agreement.

ARTICLE IV

BOUNDARIES; ACCEPTANCE

4.1 In the event the Town's boundaries expand after the date hereof, the Operator shall be under no obligation to expand the Town Fiber, offer Additional Fiber or make any other changes to the System resulting from the change in such boundaries. The Town shall provide an Acceptance Notice to the Operator ("Acceptance Notice") for the Additional Fibers.

After making available any Additional Fiber, the Operator shall provide the Town with the opportunity to perform, subject to the protocols of the Rights-of-Way agreements, a physical inspection of the corresponding IRU routes and Fibers. In addition, the Operator shall provide the acceptance test plan ("ATP") and test results for the Additional Fibers.

4.2 Within seven (7) days after receiving the ATP and test results, the Town shall inspect the Additional Fibers. Within two (2) business days after such inspection, the Town shall then provide the Acceptance Notice or indicate that the Additional Fibers do not meet the specifications by giving notice to the Operator, with such notice to include the specific details of any claim regarding non-compliance with the specifications with respect to the Additional Fibers. The Operator will reasonably cooperate with the Town to provide additional documentation that would reasonably allow the Town to evaluate the acceptability of the Additional Fibers. In addition, the Town shall be allowed, subject to the protocols of the Rights-of-Way agreements, to conduct its own tests, at the Town's expense, to determine acceptability of the Additional Fibers.

4.3 Upon Acceptance of Additional Fibers, the Town shall receive a grant of its IRU Fibers.

4.4 Any disputes as to Acceptance of Additional Fibers shall be resolved in accordance with Article XXIV (Dispute Resolution).

ARTICLE V

LICENSE/PERMIT FEES, AND CO-LOCATION AGREEMENTS

5.1 The Town will be responsible for the appropriate government filings, licenses, etc. or other requirements to place the Town or Additional Fibers into operation, including, but not limited to, applicable municipal licenses and/or franchise agreements.

ARTICLE VI

PAYMENT

6.1 The Operator shall be responsible for splicing and testing to provide the Additional Fibers, and the Town shall bear all costs and expenses in connection with such splicing and testing. Any cost for additional splicing and testing for the Town to access Town Fibers or Additional Fibers will be billed to and paid by the Town within thirty (30) days after the invoice is issued. Customary splicing fees shall apply for the Town to put into use Additional Fibers.

6.2 Following the expiration of the initial term of this agreement, the Town shall pay maintenance fees to the Operator for the Town Fibers and Additional Fibers, irrespective of whether any Town Fibers or Additional Fibers are not then currently in use, at the rate of \$ ____ per Sheath Mile per month, within thirty (30) days after invoice.

6.3 All undisputed payments not made when due may bear a late payment charge of one

and one-half (1 1/2%) percent per month of the unpaid balance or the highest lawful rate, whichever is less.

ARTICLE VII

MAINTENANCE AND REPAIR

7.1 The Operator warrants that it will use commercially reasonable efforts to maintain its Cable containing Town Fibers and Additional Fibers in accordance with prevailing telecommunications industry standards.

7.2 All routine maintenance and repair functions and emergency maintenance and repair functions, including "one-call" responses, conduit locate services, and necessary relocation of the Operator Cable containing the Town Fibers and Additional Fibers in a common sheath with Operator Fiber, shall be performed by the Operator or its designee for a period coterminous with the term of this Agreement for the cost specified in Section 6.2, subject to reimbursement for emergency maintenance as provided below.

(a) Emergency Maintenance. The Operator shall respond to any failure, interruption or impairment in the operation of the Town Fibers or Additional Fibers within two (2) hours after receiving a report of any such failure, interruption or impairment. Such a report shall contain information in respect of the location of such issue, a description of the problem in as much detail as possible, time and date the problem occurred and whether problem presents a jeopardy situation to the Operator's Cable. The Operator shall use its commercially reasonable efforts to perform maintenance and repair to correct any failure, interruption or impairment in the operation of the Town Fibers or Additional Fibers within eight (8) hours. The Town will be responsible for the costs and expenses of any emergency maintenance caused by the Town, payable within thirty (30) days after invoice. For such other emergency maintenance, the Town shall pay a proportionate share for emergency maintenance, payable within thirty (30) days after invoice. The Town may assist with emergency maintenance if approved by the Operator.

(b) Routine Maintenance. The Operator shall schedule and perform specific periodic maintenance and repair checks and services. Additional maintenance can be performed from time to time on the Town Fibers or Additional Fibers at the Operator's reasonable discretion, or upon the Town's reasonable request with reasonable advance notice to the Operator. The annual maintenance fee described in Article VIII covers all routine maintenance.

(c) The Town will reimburse one hundred percent of all related costs associated with damage to the System, Town Fiber or Additional Fiber, in connection with negligence or willful misconduct of the Town, its affiliates, employees, agents, or contractors.

(d) For any damage caused by negligence or willful misconduct of the Operator, its affiliates, employees, contractors or agents that impacts the functionality or use of the Town Fiber or Additional Fiber by the Town, the Operator shall repair, at its sole expense and without reimbursement from the Town such damage; provided, however, the foregoing shall not be interpreted to apply to a successor operator of the System, including TDS, for any actions taken by, or caused by, the current Operator.

(e) The Operator will, upon request from the Town, perform maintenance, restoration or relocation of Fiber laterals outside of the Right of Way and shall charge time and materials.

7.3 In the event the Operator, or others acting on the Operator's behalf, at any time during the term for the Town Fiber or Additional Fiber, or any extension thereof, discontinues maintenance and/or repair of the Town Fiber or Additional Fiber, the Town, or others acting

on the Town's behalf, shall have the right, but not the obligation, to thereafter provide for the maintenance, repair and splicing of the Town Fibers and Additional Fibers in the Operator Cable at the Operator's sole cost and expense. The Town shall use contractors pre-approved by the Operator, which approval shall not be unreasonably withheld or delayed, and shall be deemed approved after the expiration of a thirty (30) day notice period. Any maintenance and/or repair and/or splicing discontinuance shall be upon no less than six (6) months' prior written notice by the Operator to the Town.

7.4 Notwithstanding anything to the contrary contained herein, the Town shall solely be responsible, at its own expense, for the construction, installation, operation, maintenance, repair and any other activity engaged by or on behalf of the Town relating to all communications transmission equipment used to "light" the Fibers and other terminal equipment and facilities required in connection with the use, electronics or signals of the Town Fibers or Additional Fibers.

7.5 Except in cases of discontinuance as stated in 7.3 above, the Town must obtain prior written authorization, which such authorization shall not be unreasonably withheld, conditioned or delayed, from the Operator approving any further work and specify the party performing such work before the Town shall perform any work in or around the Operator Cable.

7.6 The Operator shall provide reasonable advance notice to the Town of maintenance or repairs that may affect the Town Fibers or Additional Fibers. The Town shall have the right, subject to the protocols of the Right-of-Way providers, to have a representative present any time maintenance or repairs are performed which may affect the Town Fibers or Additional Fibers.

ARTICLE VIII

SPLICING

8.1 The Town may require that Additional Fibers be spliced into the Operator Cable. In order to maintain the integrity of the Operator Cable, the Operator, or a contractor operating under the Operator's direction, must perform all splicing performed on the Operator Cable.

8.2 For future expansion at existing splice points, the Operator will perform the necessary splicing upon written or email request by the Town. Normal requests for splicing shall be submitted at least thirty (30) business days prior to the requested splicing date, and expedited requests shall be submitted at least fifteen (15) business days prior to the requested splicing date.

The Town agrees that it will not perform any splicing or interfere in any manner with the Operator Cable. The cost of splicing Fibers into the Operator Cable will be borne by the Town. The Optical Splice Points for each route shall be mutually agreed upon in writing by the Parties. The Operator shall provide the Town with a splicing and splice testing schedule(s) so the Town's representative may be present, subject to protocols of Rights-of-Way agreements. Splicing documentation (ATP) and test results) will be provided by the Operator within ninety (90) days after splicing is completed.

8.3 The Town shall provide thirty (30) business days written notification to the Operator if a new splice point is needed after Acceptance of Additional Fiber. Approval of new splice points will be at the sole discretion of the Operator, and such approval shall not be unreasonably withheld.

8.4 All splicing will be performed by the fusion splicing method or by any other method that

is mutually agreeable. All costs and expenses in connection with the foregoing splicing shall be borne by the Town.

ARTICLE IX

LIABILITY

9.1 No Party shall be liable for any indirect, special, punitive or consequential damages (including, but not limited to, any claim for loss of services) arising under this Agreement or from any breach or partial breach of the provisions of this Agreement or arising out of any act or omission of either Party hereto, its directors, officers, employees, servants, contractors and/or agents.

9.2 Subject to the limitation on indirect, special, punitive, or consequential damages in Article 9.1, each Party assumes, releases and agrees to indemnify, defend, protect and save the other (including its directors, officers, agents, representatives and employees) harmless from and against any claim, damage, loss, liability, injury, cost and expense (including reasonable attorney's fees and expenses) in connection with any loss or damage to any property or facilities of the indemnified Party arising out of or resulting in any way from the acts or omissions to act, negligence or willful misconduct of the indemnifying Party, its directors, officers, employees, servants, contractors and/or agents in connection with the exercise of its rights and obligations under the terms of this Agreement. In no event shall the liability of the Operator at any given time exceed the total amount of fees paid by the Town to the Operator pursuant to this Agreement prior to such time. The Parties hereto expressly recognize and agree that each Party's obligation to indemnify, defend, protect and save the other harmless is not a material obligation to the continuing performance of the Parties' other obligations, if any, under the terms of this Agreement. In the event a Party shall fail for any reason to indemnify, defend, protect and save the other harmless, the indemnified Party hereby expressly recognizes that its sole remedy in such event shall be the right to bring a claim pursuant to Article XXII against the indemnifying Party for its damages as a result of the indemnifying Party's failure to so indemnify, defend, protect and save harmless.

9.3 Nothing contained herein shall operate as a limitation on the right of any Party hereto to bring an action for damages, including consequential damages, against any third party based on any acts or omissions of such third party as such acts or omissions may affect the, operation or use of the Operator Cable, or any Town Fibers or any Additional Fibers; provided, however, that each Party hereto shall assign such rights or claims, execute such documents and do whatever else may be reasonably necessary to enable the injured Party to pursue any such action against such third party, other than against the Operator or its affiliates. This Agreement shall not limit any rights of recovery or claims pursuant to the AP A. In no event shall the Operator be responsible or liable for any event, matter, claim or action in connection with this Agreement, the Town Fibers or the Additional Fibers prior to the consummation of the transactions contemplated by the APA (including the assignment of this Agreement).

ARTICLE X

FORCE MAJEURE

The obligations of the Parties (except for the payment of money hereunder) are subject to force majeure, and neither the Operator nor the Town shall be in default under this Agreement if any failure or delay in performance is caused by strike or other labor dispute;

accidents; acts of God; fire; flood; earthquake; lightning; unusually severe weather; material or facility shortages or unavailability not resulting from such Party's failure to timely place orders therefor; lack of transportation; legal inability to access property; acts of any governmental authority; government codes, ordinances, laws, rules and regulations or restrictions (collectively "Regulations") (but not to the extent the delay caused by such Regulations could be avoided by rerouting the Cable if such a reroute was commercially reasonable); condemnation or the exercise of rights of eminent domain; war or civil disorder; or any other cause beyond the reasonable control of either Party hereto. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Notification shall be given by the excused Party of the cause and of the estimated duration, when possible.

ARTICLE XI

PERMITS AND REQUIRED RIGHTS-OF-WAY; REPRESENTATIONS AND WARRANTIES

11.1 In respect of the Town Fibers and Additional Fibers as they shall exist as of the Closing Date, it is expressly understood that the Operator shall have no obligation to obtain any additional right-of-way agreements, easements, licenses, rights, or other agreement necessary for the use of poles, conduit, cable, wire, physical plant facilities, access to real property underlying the Operator Cable, rights, licenses, franchises, authorizations, agreements, permits, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) (collectively, "Permits"), and the Operator shall not be responsible or liable for any failure to obtain any Permit, including for any such actions, events, circumstances or matters arising prior to or, related to, the period prior to the closing of the transactions contemplated by the APA. In the event any changes in the Town Fibers or Additional Fibers would require the Operator to obtain any Permit, Operator shall exercise commercially reasonable efforts to obtain such Permit.

11.2 THE OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE TOWN FIBERS OR THE ADDITIONAL FIBERS. THE CONDITION OF EACH TOWN FIBER AND EACH ADDITIONAL FIBER IS EACH ON AN "AS-IS", "WHERE-IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, AND THE OPERATOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY MATTERS OR THE CONDITION OF THE TOWN FIBER OR ADDITIONAL FIBER AS IT SHALL EXIST ON THE DATE OF THE CLOSING OF THE TRANSACTIONS CONTEMPLATED BY THE APA.

ARTICLE XII

RELOCATION OF CABLE

12.1 If the Operator is required to relocate or replace its Cable or any of the appurtenant facilities used or required in providing the IRU, and the gross cost (excluding reimbursements) of the Operator's relocation or replacement exceeds \$5,000 per occurrence, then, so long as such work is not necessitated by a breach of the Operator's obligations, the Town shall reimburse the Operator for the Town's proportionate share of such costs, including, without limitation, placement or relocation labor, Fiber acquisition, splicing, and testing. In the event that a third party reimbursed the Operator for all or a portion of the cost to perform such work, then this reimbursement amount shall reduce on a

dollar for dollar basis the aggregate amount of costs deemed to have been spent by the Operator. The Operator shall deliver to the Town updated as-built drawings and documentation with respect to any relocated portion of the Cable not later than ninety (90) days following such relocation.

12.2 The Operator shall give the Town sixty (60) days prior notice of any such relocation, if possible, and shall have the obligation to proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation; provided that any such relocated Cable and Fibers shall be constructed and tested in accordance with the specifications and requirements set forth in this Agreement. Acceptance of the relocated IRU Fibers shall be in accordance with Article IV (Acceptance) of this Agreement. In addition, the Operator shall use reasonable efforts to ensure relocation shall not result in an adverse change to the operations, performance, or connection points with the network of the Town, or end points of the applicable Cable.

12.3 The Town has the right to review the relocation plans of the Operator fourteen (14) days prior to any relocation and has the right to have, subject to the protocols of the Rights-of-Way Agreements, a representative present at the time the Operator relocates the Cable that contains the Town Fibers or Additional Fibers.

ARTICLE XIII

INSURANCE

13.1 Each of the Town and the Operator shall maintain insurance, for the duration of this Agreement, as follows:

(a) Workers' Compensation Insurance complying with the law of the state or states in which the services are to be provided and Employers Liability Insurance with the limits of \$500,000 each accident, including occupational disease coverage with limits of \$500,000 each employee, \$500,000 policy limit.

(b) Commercial General Liability Insurance, including premises, operations, products and completed operations, contractual, broad form property damage, independent contractors and personal injury with the following minimum limits: Personal Injury - \$5,000,000 each person and \$5,000,000 each accident, and Property Damage - \$1,000,000 each accident in any combination of primary or umbrella coverage.

(c) Railroad Protective Liability Coverage required for any work within fifty (50) feet of a railroad right of way: \$2,000,000 or any other amounts required by the Rights-of-Way providers.

(d) Automobile Liability Insurance for owned, hired and non-owned autos: \$2,000,000 combined single limit bodily injury/property damage.

Insurance amounts contained in this section shall be increased every ten (10) years based upon the increase in the Consumer's Price Index.

13.2 Failure of either Party to enforce the minimum insurance requirements listed above shall not relieve such Party of the responsibility for maintaining these coverages. Each Party shall furnish to the other Party the certificates of insurance reflecting policies carried and limits of coverage as required above, which shall state that thirty (30) days' notice shall be given prior to cancellation, non-renewal or any material change in any such insurance coverage. The insurance for the Town shall name the Operator and its subsidiaries as additional insured parties.

13.3 If permitted by this Agreement, Contractor(s) employed by the Town to work on the Fiber Optic Cable shall provide and maintain at all times during the provision of services to the Parties the same types of and amounts of insurance (with the exception of the amount of Commercial General Liability Insurance), which insurance shall be issued by companies approved by the Parties.

For Commercial General Liability Insurance, contractor(s) shall carry:

- (1) Combined Single Limit: \$2,000,000 each occurrence; and
- (2) Bodily Injury and Property Damage: \$2,000,000 general aggregate, \$1,000,000 products and completed operations aggregate.

The contractor(s) insurance shall be evidenced by certificates of insurance, which shall be delivered to the contracting party prior to commencement of the provision of services. The certificates of insurance shall show that the insurance is prepaid and in full force and effect and that such insurance shall not be canceled, non-renewed or materially changed during the term of this Agreement or during any extension thereof, without at least thirty (30) days written notice to the Parties. The maintenance of insurance by the contractor shall in no way limit or affect the extent of the contractor's liability.

ARTICLE XIV CONDEMNATION

14.1 In the event any portion of the Operator Cable or the Rights-of-Way in or upon which it has been installed, become the subject of a condemnation proceeding by any governmental agency or other party cloaked with the power of eminent domain for public purpose or use, then and in such event, it is agreed that the Operator shall be entitled to pursue an award in such proceedings and shall be solely entitled to any award arising therefrom.

14.2 Upon its receipt of a formal notice of condemnation or taking other than from the Town, the Operator shall notify the Town immediately of any condemnation proceeding filed against the Operator Cable, including the Town Fibers and the Additional Fibers. The Operator shall also notify the Town of any similar threatened condemnation proceeding, other than from the Town.

14.3 In the event of condemnation by a party other than the Town, it is expressly recognized and understood by the Town that relocation costs resulting from any such condemnation proceeding may not be reimbursed by the condemning authority and, if the Town requests the Operator to relocate the Town Fibers or the Additional Fibers, the Town shall pay its proportionate share of all costs associated with the relocation of the Town Fibers in excess of such costs which were reimbursed by the condemning authority.

14.4 It is understood that none of the foregoing shall apply in the event of a condemnation by the Town, and the Town shall maintain its obligations to among other matters set forth in the APA, not adversely regulate or discriminate against the Operator and to facilitate the operation of the System as contemplated by the APA.

ARTICLE XV CONFIDENTIALITY

15.1 The Parties represent, certify, and warrant that they shall use their best reasonable

efforts to ensure that any and all information and documents obtained from the other Party during the term of this Agreement, and identified as being confidential information will be held in strict confidence and will not be used by their company, its employees, subcontractors, consultants or agents for any purpose other than its performance required by this Agreement.

15.2 All documents, data, or information furnished by the Parties is the sole property of that Party. Upon the expiration of this Agreement and any extensions thereof, those documents, data, or information shall be returned to its owner if readily available.

15.3 Neither the Town nor the Operator may make any news release, public announcement, denial or confirmation concerning all or any part of this Agreement or use the other's name in sales or advertising materials, or in any manner advertise or publish the fact that the companies have entered into this Agreement, or disclose any of the details of this Agreement to any third party, including the press, without the prior written consent of the Operator or the Town, respectively, except such disclosures required by law, or the rules and regulations of the relevant government agencies.

ARTICLE XVI

ABANDONMENT

Should the Town decide to abandon all or part of the Town Fibers or Additional Fibers, it may do so by informing the Operator in writing, such abandonment being made at no cost to either Party. The Town shall remove its equipment and electronics within thirty (30) days of such notification of abandonment by the Town, and if it fails to do so, the Operator may remove such at the Town's cost payable within thirty (30) days of receipt of the invoice. At the time of abandonment, the Town shall have no further rights with respect to its IRU. Such abandonment shall not reduce or otherwise affect the abandoning Party's obligations hereunder.

ARTICLE XVII

DEFAULT

17.1 Neither the Operator nor the Town shall be in default under this Agreement unless and until the other Party shall have given the defaulting Party written notice of such default and the defaulting Party shall have failed to cure the default within thirty (30) days after written receipt of such notice; provided, however, that where a default cannot be reasonably cured within the thirty (30) day period, if the defaulting Party shall promptly proceed to cure the default with due diligence, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice.

17.2 Upon the failure by the defaulting Party to timely cure any default after notice thereof from the non-defaulting Party, the non-defaulting Party may take any action it determines, in its discretion, to be necessary to correct the default, and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach, including, at the Operator's option, no longer offering any Additional Fiber to the Town.

17.3 An event of default shall also be deemed to have occurred if either Party becomes insolvent, or institutes or has instituted against it bankruptcy proceedings which are not dismissed within ninety

(90) days of filing, or makes a general assignment for the benefit of creditors, or if a receiver

is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, and the non-defaulting Party may immediately terminate this Agreement.

ARTICLE XVIII

NOTICES

18.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed as follows:

If to the Operator:

SEBAGO FIBER & WIFI LLC

824 Roosevelt Trail, #282

Windham, Maine 04062

If to the Town:

Town of Raymond

401 Webbs Mills Rd

Raymond ME 04071

18.2 Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service which provides acknowledgement of delivery, and shall be deemed delivered: if sent by U.S. Mail, five (5) days after deposit; if sent by commercial overnight delivery service, upon verification of receipt.

ARTICLE XIX

???

19.1 Except as provided in this Article, the Town shall not assign this Agreement to any other party without the prior written consent of the Operator.

19.2 Except as provided in this Article, the Operator shall not assign this Agreement to any other party without the prior written consent of the Town; provided, however, that without such consent, the Operator shall have the right to assign, sublet or otherwise transfer this Agreement, in whole or in part, to any parent, subsidiary or affiliate of the Operator or to any person, firm or corporation which shall control, be under the control of or be under common control with the Operator, or any corporation or entity into which the Operator, or a subsidiary of the Operator, may be merged or consolidated or which purchases all or substantially all of the assets of the Operator, or a subsidiary of the Operator.

19.3 Subject to the provisions of this Article, each of the Parties' respective rights and obligations hereunder shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

19.4 Nothing in this Agreement shall prevent or be construed to prevent the Operator from

exercise commercially reasonable efforts to cause the purchaser to assume the commercial relationship as set forth in this Agreement.

ARTICLE XX

GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the state of Maine, without regard to its conflict of laws principles.

ARTICLE XXI

INDEPENDENT CONTRACTOR

The performance by the Operator and/or the Town of all duties and obligations under this Agreement shall be as independent contractors and not as agents of the other Party, and no persons employed or utilized by a performing Party shall be considered the employees or agents of the other. Neither Party shall have the authority to enter into any agreement purporting to bind the other without its specific written authorization. The Parties agree that this Agreement does not create a partnership between, or a joint venture of the Parties.

ARTICLE XXII

DISPUTE RESOLUTION

22.1 It is the intent of the Operator and the Town that any disputes which may arise between them, or between the employees of each of them, be resolved as quickly as possible. Quick resolution may, in certain circumstances, involve immediate decisions made by the Parties' designated representatives. When such resolution is not possible, and depending upon the nature of the dispute, the Parties hereto agree to resolve such disputes in accordance with the provisions of this Article. The obligation herein to arbitrate shall not be binding upon any party with respect to requests for preliminary injunctions, temporally restraining orders, specific performance or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

22.2 The Parties shall each designate, by separate letter, representatives as points of contact and decision making with respect to the obligations and rights of the Parties, said letters to be furnished

by each Party to the other within thirty (30) days from the date of this Agreement. Any disputed issues arising during the term of this Agreement shall in all instances be initially referred to the Parties' designated representatives. The Parties' designated representatives shall render a mutually agreeable resolution of the disputed issue, in writing, within seventy-two (72) hours of such referral. Either Party may replace their designated representative upon written notice to the other Party.

22.3 Any claims or disputes arising under the terms and provisions of this Agreement, or any claims or disputes which the Parties' representatives are unable to resolve within the seventy-two (72) hour time period shall continue to be resolved between the Parties' representatives if mutually agreeable, or may be presented by the claimant in writing to the other Party within thirty (30) days after the circumstances which gave rise to the claim or dispute took place or become known to the claimant, or within thirty (30) days after the

Parties' representatives fail to achieve resolution, whichever is later. The written notice shall contain a concise statement of the claim or issue in dispute, together with relevant facts and data to support the claim.

22.4 Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The Parties shall endeavor to select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the Parties are unable to agree to such a selection, each of the Parties will select an arbitrator and the arbitrators in turn shall select a third arbitrator.

The arbitrator(s) shall not have the authority, power or right to alter, change, amend, modify, add or subtract from any provision of this Agreement except pursuant to Article 26.3, or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraining orders in connection with the arbitration. The award rendered by the arbitrator shall be final and binding on the Parties and judgment may be entered thereon in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law.

22.5 During the continuance of any arbitration proceeding, each of the Parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XXIII

LIENS; TAXES

23.1 The Town shall not grant or permit any mechanics', or materialmen's lien, or other encumbrance on the Town Fibers or the Additional Fibers, and in the event of any such lien or encumbrance, the Town shall promptly cause such lien or encumbrance to be discharged and released of record (by payment, posting of bond, court deposit or other means) without cost to the Operator and shall indemnify the Operator against all costs and expenses (including attorney's fees) incurred in discharging and releasing such lien or encumbrance; provided, however, that if any such lien or encumbrance is not so discharged and released within thirty (30) days after written notice by the Operator to the Town, then the Operator may payor secure the release or discharge thereof at the expense of the Town. The Operator shall reimburse the Town for such payments within thirty (30) days of invoice by the Town.

23.2 The Town agrees and acknowledges that it has no right to use any of the Fibers, other than Town Fibers, included in the Operator Cable or otherwise incorporated in the Operator's system, or any system of any affiliate of the Operator, and that the Town shall keep any and all of the Operator's system, free from any liens, rights or claims of any third party attributable to the Town.

23.3 The Parties shall cooperate to minimize adverse tax consequences and may mutually amend this Agreement to improve their respective tax positions.

ARTICLE XXIV

MISCELLANEOUS

24.1 The headings of the Articles in this Agreement are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the terms, provisions or conditions of this Agreement.

24.2 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.

24.3 No provision of this Agreement shall be interpreted to require any unlawful action by either Party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the Parties shall promptly negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

24.4 This Agreement may be amended only by a written instrument executed by the Party against whom enforcement of the modification is sought.

24.5 No failure to exercise and no delay in exercising, on the part of either Party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either Party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both Parties.

24.6 In the event of a conflict between the provisions of this Agreement and those of Exhibit A, the provisions of Exhibit A shall prevail, and the Agreement will be corrected accordingly. If there is a conflict or difference between this Agreement and other Exhibits, this Agreement shall prevail.

24.7 This Agreement has been fully negotiated between and jointly drafted by the Parties.

24.8 All actions, activities, consents, approvals and other undertakings of the Parties in this Agreement shall be performed in a reasonable and timely manner.

24.9 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed.

ARTICLE XXV COUNTERPARTS

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

ARTICLE XXVI
ENTIRE AGREEMENT

This Agreement and the APA, and any Exhibits referenced and attached hereto or to be attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements with respect hereto, whether oral or written. Nothing contained in this Agreement shall be interpreted or result in limiting the rights or obligations set forth in the APA.

SIGNATURES ON FOLLOWING PAGE

Executed under seal as of 10th day of DECEMBER, 2024

TOWN OF RAYMOND

By its duly Authorized Town Manager, Susan L Look

SEBAGO FIBER & WIFI, LLC

By its duly authorized Manager ANDREW DAVIS

Tax Abatements

TOWN OF RAYMOND Assessing Office

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

INTEROFFICE MEMORANDUM

TO: RAYMOND BOARD OF ASSESSORS
FROM: CURT LEBEL, ASSESSORS AGENT
SUBJECT: TAX ABATEMENTS/SUPPLEMENTAL; REVALUATION PROJECT COMMENCEMENT
DATE: 12/5/2024
CC:

Dear Board Members,

Good afternoon,

I have 2 abatement requests and one supplemental assessment for the board to consider at its upcoming meeting.

Elavon Abatement:

Elavon reported that all of its leased personal property assets were disposed of as of the April 1, 2024 assessment date. The account was assessed by the town in error

I am recommending the board issue abatement in the amount of \$4900 valuation (\$6.88 tax) for the 2024 year.

Orbit/Flanagin Abatement-Supplemental Assessment:

Map 055-062 which was owned by Flanagin Properties (Consisting of two commercial buildings and one residential dwelling) was divided into two parcels in February 2024 by deed recorded in book 40654 page 4 of the Cumberland County Registry of Deeds.

The residential dwelling along with .46 acres of land was conveyed to Orbit Properties.

The two commercial buildings, along with 1.05 acres of land, was retained by Flanagin Properties.

The deed was processed as a full property conveyance in error, resulting in the entire property being assessed to Orbit Properties along with a land acreage correction as the result of the survey provided.

To remedy this error, I recommend the board issue an abatement in full to Orbit Properties for the erroneous assessment of Map 055-062 (603,500 valuation/ \$10,380.20 tax) and;

issue two new supplemental assessments:

1. A supplemental assessment to Flanagan Properties for the retained commercial parcel 055-062 (504,500 valuation/\$8,677.40 tax)
2. A supplemental assessment to Orbit Properties for the newly created parcel and residential dwelling 055-062-001(\$108,100 valuation/ \$1,859.32 tax)

Commencement of 2026 Revaluation Project

KRT appraisal is ready to begin the data collection phase of the 2026 revaluation project. We have been working to set up the necessary office and software accommodation for KRT staff. Initially, only one or two KRT staff members will be conducting inspections during the winter months. This phase will accelerate with more staffing as we head into springtime. Data collection is expected to continue through into early winter 2026.

During this phase of the project, KRT will be visiting each property for full inspection. Data corrections discovered such as incorrect measurements, bed and bath counts, etc will be entered in the towns appraisal system as they go. These errors will be corrected for the 2025 tax assessment, but under the old valuation methodology. The new valuation schedules and methodology will not be implemented until the 2026 tax assessment.

The Town Assessing Department will activate a revaluation page on the towns website which coincides with KRT's revaluation page for Raymond. Data Collectors and their vehicles will carry identification as well as a letter of introduction from town management. Photos will also be posted on KRT's website and provided to the Cumberland County Sheriff's Office.

A press release has been prepared which will run in the December addition of the Raymond Road Runner. In addition, prior to working in a designated area of town, residents will receive a postcard from KRT advising them of the upcoming work in their area of town.

Sincerely,

Curt Lebel, Assessors Agent, Town of Raymond

TAX ABATEMENTS SUPPLEMENTAL ASSESSMENTS

Certificate of Abatement

36 M.R.S.A. § 841

We, the Board of Assessors of the municipality of Raymond, hereby certify to Suzanne Carr, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2024 assessment on December 10, 2024. You are hereby discharged from any further obligation to collect the amount abated.

Voted by the Raymond Board of Assessors on: December 10, 2024

Attest: _____ Sue Look, Interim Town Manager

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2024- 1		PP	251PP	Elavon Inc 1310 Madrid St STE100 Marshall, MN 56258	\$ 400.00	\$ -	\$ 400.00	\$ 6.88	0.0172	Property owner reported all assets disposed as of April 1, 2024. Property was assessed in error.
2024- 2		055-062	3150	Orbit Properties LLC 705 Webbs Mills Rd Raymond, ME 04071	\$ 603,500.00	\$ -	\$ 603,500.00	\$ 10,380.20	0.0172	Property assessed in error to incorrect owner. Property was split prior to assessment date and entire property assessed in error. Supplemental assessments to correct owners to be issued
					TOTALS		\$603,900.00	\$10,387.08		

Supplemental Taxes



TOWN OF RAYMOND

SUPPLEMENTAL TAX WARRANT

State of Maine 36 M.R.S.A. § 713

County of CUMBERLAND, ss.

To: SUZANNE CARR, Tax Collector

of the Municipality of RAYMOND, within said County of
CUMBERLAND.

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the person(s) hereinafter named. You are hereby directed to levy and collect each of the person(s) named in said list his respective proportion, therein set down, of the sum of \$ 10,536 dollars and 72/100 cents, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated September 11, 2024 are extended thereto; and we do hereby certify that the list of
(here insert date of original warrant)

assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713, as amended and the assessments and estates thereon as set forth in said list were either invalid, void, or omitted by mistake from the original list, or penalty under Title 36 section 581 or 1112, committed unto you under our warrant dated September 11, 2024.
original date of warrant

Given by our hands this 10th day of December, 2024.

Sam Gifford

Derek Ray

Denis Morse

Rolf Olsen

Teresa Sadak

Assessors, Town of Raymond



TOWN OF RAYMOND

SUPPLEMENTAL TAX CERTIFICATE

State of Maine 36 M.R.S.A. § 713

We, the undersigned, Assessors of the Municipality of Raymond, Maine, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 756 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 11th day of September 2024, or are a withdrawal penalty under Title 36 Section 581 or 1112, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments, dated the 11th day of September, 2024, and are made by virtue of Title 36, Section 713, as amended.

Given by our hand this _____ 10th _____ day of December 2024.

Sam Gifford

Derek Ray

Denis Morse

Rolf Olsen

Teresa Sadak

Assessors, Town of Raymond

TOWN OF RAYMOND - SUPPLEMENTAL TAX WARRANT LIST

We, the undersigned, Assessors of the Municipality of Raymond, hereby certify, that the foregoing list of estates and assessments, contain a list of valuations of the estates, real and personal, that were omitted from our original invoice and valuation and list of assessments dated September 11, 2024, or are a withdrawal penalty under Title 36 Section 581 or 1112 and to be supplemented for the 2024 assessment as of December 10, 2024.

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

M/L	OWNER OF RECORD	ADDRESS	SUPPLEMENTAL VALUATION	ACCT #	TAX DOLLARS	MISCELLANEOUS INFORMATION
055-062	Flanagin Properties 705 Webbs Mills Rd Raymond, ME 04071	1215 Roosevelt Trl	\$504,500.00	3150	\$8,677.40	Property assessed to incorrect owner. Assesment to correct owner omitted from the original assessment.
055-062-001	Orbit Properties LLC 705 Webbs Mills Rd Raymond, ME 04071	1211 Roosevelt Trl	\$108,100.00	3878	\$1,859.32	Property Divided prior to April 1, 2024. Assessment omitted in error from the original assessmetn.
					\$10,536.72	

Elavon Abatement Background Materials

2024 PERSONAL PROPERTY DECLARATION

E 0036 P
2024

Raymond Municipal Assessor

401 Webbs Mills Rd

Raymond, ME 04071

(207) 655-4742, Ext. 133 curt.lebel@raymondmaine.org ACCOUNT #: SEE ATTACHED

Elavon, Inc DBA: Elavon Ladco 1310 Madrid Street Ste 100 Marshall, MN 56258	Mailing Address Change:
THIS SCHEDULE MUST BE PRESENTED TO THE ASSESSOR ON OR BEFORE APRIL 15, 2024 . FILING OF THE SCHEDULE IS REQUIRED UNDER MAINE LAW, TITLE 36, MRSA § 706-A. "...UPON DEMAND THE TAXPAYER SHALL ANSWER IN WRITING ALL PROPER INQUIRIES AS TO THE NATURE, SITUATION AND VALUE OF HIS PROPERTY LIABLE TO BE TAXED IN THE STATE; AND A REFUSAL OR NEGLECT TO ANSWER SUCH INQUIRIES AND SUBSCRIBE THE SAME BARS AN APPEAL, BUT SUCH LIST AND ANSWERS SHALL NOT BE CONCLUSIVE UPON THE ASSESSOR..."	

Business Name: SEE ATTACHED

Date Business Started: _____

Type of Business: Leasing Company

Building or business space Square Footage: _____ 0

Location of Property: SEE ATTACHED

Is the real estate owned by this business? ☐ Yes ☐ No

If yes, are there any tenants? ☐ Yes ☐ No

(If yes, please provide a list)

Having carefully read the above, I hereby certify that the information reported hereon is full, true, and correct to the best of my knowledge and belief.

Date: 04/02/2024

Signature: Deb Munsinger, VP

Deb Munsinger

Title: VP of PPT

Person authorized to disclose records: Elavon Inc- Ladco

Title: Elavon Ladco

Phone Number: (507) 532-8463

Email: Michael.Oney@usbank.com

INSTRUCTIONS: Please complete page 2, indicating any additions since April 1, 2023. Also, complete the list of Leased Personal Property, if applicable. Include any items formerly leased that were purchased after lease termination. Be sure to note any deletions of personal property listed in prior years that is currently assessed, including terminated leased property assessed to the lessor.

EXISTING ACCOUNTS ONLY: Check here if there are no additions or deletions since April 1, 2023. ☐

How to Have Part or All of Your Taxes Reimbursed: First, fill out the PERSONAL PROPERTY DECLARATION, making a complete and accurate list of all taxable property, and submit the list to the Assessor by the due date. After your property has been assessed and your taxes are paid, you are then eligible for reimbursement of those taxes paid on qualifying business property. Briefly, here is how the reimbursement program works: In 1996 the State of Maine started the Business Equipment Tax Reimbursement (BETR) program. All business equipment placed in service in the State of Maine after April 1, 1995 is eligible for reimbursement. In 1996, office furniture and lighting fixtures were eliminated from the program, but all other business equipment is still eligible. In order to receive reimbursement you must complete an Assessor Notification (Form 801), have it signed by the Assessor, and present it to the State of Maine with PROOF OF PAYMENT of taxes on eligible equipment. **Please Note, you cannot receive a reimbursement on business equipment for which you have not paid tax. Questions pertaining to the reimbursement program should be directed to: Maine Revenue Services, Property Tax Division, P.O. Box 9106, Augusta, ME 04332, Telephone (207) 626-9404. The application booklet with instructions can be downloaded at <http://www.maine.gov/revenue/propertytax/propertytaxbenefits/bete.htm#betr>.**

Personal Property Declaration as of April 1, 2024

* A = Addition or D = Deletion. List any previously assessed personal property that has been disposed of between April 1, 2023 and March 31, 2024.
 ** TYPE CODE: For a list of applicable Type Codes, please refer to the original form received from the assessor, as codes vary by municipality.
 *** COST includes sales tax, freight, installation, and capital improvements to existing equipment.

OWNED PROPERTY

A or D*	PROPERTY LOCATION	TYPE CODE**	DESCRIPTION	MAKE / MODEL	YEAR MFG.	SERIAL / VIN #	ASSET #	ACQ DATE	NEW / USED	COST***
	NONE									

PROPERTY LEASED FROM OTHERS

A or D*	PROPERTY LOCATION	TYPE CODE**	DESCRIPTION	MAKE / MODEL	LESSOR NAME	LESSOR ADDRESS	LEASE #	LEASE START DATE	# OF MOS.	WHO PAYS TAXES	MONTHLY RENT
	NONE										

PROPERTY LEASED TO OTHERS

A or D*	PROPERTY LOCATION	TYPE CODE**	DESCRIPTION	MAKE / MODEL	LESSEE NAME	LESSEE ADDRESS	LEASE #	ACQ DATE	WHO PAYS TAXES	COST***
	NONE									

04/02/2024
10:34:29AM

Page 1

Inactive/Moved Property List

Declaration of Property Leased to Others

Sorted By: Assessor Account, Site Name, Site Address 1, Acquisition Date

Raymond Municipal Assessor - Raymond Municipal Assessor

Asset Number	Site Name Address City Site State Site County	Description Owner Class State Class	Acquisition Date	Reported Cost	Disposal Date
Assessor Account					
Disposal Notes (Memo)					

Tax Obligation of User, not Taxpayer - Personal Property

3041235	SWEET PEAS 1233 ROOSEVELT TRAIL UNIT 16 Raymond ME Cumberland	POYNT 5 TERM HW PAYMENT PR	07/23/2018	750.00	06/30/2023
Raymond Municipal Assessor Disposed - Return to Vendor					

3040804	THE BEACON 1233 ROOSEVELT TRAIL UNIT 16 Raymond ME Cumberland	HP520 CONV PAYMENT PR	07/10/2018	2,550.00	06/30/2023
Raymond Municipal Assessor Disposed - Return to Vendor					

3,300.00

Totals:

of assets: 2

3,300.00

Grand Totals:

of assets: 2

Terminated Equipment - Please Delete

Elavon Ladco

Chelsea Wade

From: "Curt Lebel" <Curt.Lebel@raymondmaine.org>
To: "Wade, Chelsea" <chelsea.wade@usbank.com>, sue.carr@raymondmaine.org
Date: 10/03/2024 09:52 AM
Subject: Re: Elavon Inc. - Town of Raymond, ME - Acct P251

Hi Chelsea,

I belief you received your bill in error. I can see that you reported all assets disposed this year. I believe we made an error in our software and did not inactivate your account. I will have your tax abated in full. Because the board meets only once per month, it will probably happen in November or December, but I will send you a notification when the account is cleared.

Thanks for letting us know

Curt Lebel
Assessors Agent, Town of Raymond

From: "Wade, Chelsea" <chelsea.wade@usbank.com>
To: "curt.lebel@raymondmaine.org" <curt.lebel@raymondmaine.org>, "sue.carr@raymondmaine.org" <sue.carr@raymondmaine.org>
Date: Fri, 27 Sep 2024 14:06:57 +0000
Subject: Elavon Inc. - Town of Raymond, ME - Acct P251

Good Morning,

We received the attached bill and I am wondering if you can tell me what assets are tied to this bill.

We took over the PPT filing responsibilities at the end of 2023 from the office at 2 Concourse Parkway in Atlanta, GA – They provided us with the current active assets and we do not have anything in our system for your jurisdiction.

We are finding issues with the previous filing office where they didn't dispose assets like they should have... So I am wondering if this is the issue with this bill. I just need to know what the asset is for this bill so that I can search our disposed database from Elavon and see if I can find it and figure out what year it actually was disposed.

Thank you so much for your help with this, I really appreciate it.

Chelsea Wade
Tax Accountant
O: 507-532-8690 | chelsea.wade1@usbank.com

U.S. Bank
1310 Madrid St, Marshall, MN 56258 | EP-MN-MARS | usbank.com

U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise

Account Number E0036P

Card # 1 of 1

Active Status Active

Owner Information		Business Information		Current Valuation		VISION Personal Property Account Information Raymond, ME 10-03-2024 9:48:
Name	ELAVON INC	Business	ELAVON INC	Total Appraised:	700	
Address		Bus Locn		Total Assessed:	400	
		District		Total Value New:	2,550	
		State Bus Code		Assessment Ratio:	63%	
		Mblu	/ / /	BETE Exmpt	0	

Owned Items											
Line#	Type	Description	Qnty	Replace Cost	Value New	Year	% Cond	Appraised	Assessed	Lessee	Line Notes
1	06	COMPUTER PAYMENT PR PO	1	750	750	2018	0.2	150	95		LEASED TO SWEET PEAS
2	06	COMPUTER PAYMENT PR IPP	1	2,550	2,550	2018	0.2	510	321		LEASED TO THE BEACON
<div>Reported Disposed Need S Abatement in full.</div>											

Summary By State				Visit History						Prior Values	
Type	Description	AppraisedValue	AssessedValue	Date	ID	Info Source	Purpose/Result	Visit Notes		Year	AssessedValue
06	COMPUTER EQUIP	660	416	08-23- 06-17- 05-21- 05-18- 05-29-	KG KG KG MM MM		50 50 50 50 50	PERSONA NEW ACCOUNT 2019 NO CHANGES PER DECLARATION NO CHANGES PER DECLARATION NO CHANGES PER 2022 DECLARATIO ALL ASSESTS DISPOSED PER DECLA		2024 2023 2022 2021 2020 2019	400 500 900 1,500 2,600 3,000

Orbit/Flannagin Background Materials

Property Location 1215 ROOSEVELT TRAIL
Vision ID 3102 Account # F4012R

Map ID 055/ 062/ 000/ 000/
Bldg # 1

Bldg Name
Sec # 1 of 1 Card # 1 of 3

State Use 0322
Print Date 10/24/2024 10:20:52

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT										3218 Raymond, ME VISION		
ORBIT PROPERTIES LLC 705 WEBBS MILLS RD RAYMOND ME 04071		4	Rolling	2	Public Water	1	Paved	4	Bus. District	Description	Code	Appraised	Assessed					
				6	Septic					RESIDNTL	0101	95,800	95,800					
								COMMERC.	0322	234,400	234,400							
										COM LAND	0322	139,300	139,300					
										COMMERC.	0332	134,000	134,000					
										Total				603,500	603,500			
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
ORBIT PROPERTIES LLC		40654	4	02-20-2024	U	I	0	1B	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
FLANAGIN PROPERTIES		20450	0155	10-23-2003	U	I	0	1F	2024	0101	95,800	2023	0101	95,800	2022	0101	95,800	
										0322	234,400		0322	234,400		0322	234,400	
										0322	139,300		0322	139,300		0322	139,300	
										0332	134,000		0332	134,000		0332	134,000	
										Total		603,500	Total		603,500	Total		603,500
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount	Comm Int										
Total			0.00															
ASSESSING NEIGHBORHOOD										APPROAISED VALUE SUMMARY								
Nbhd	Nbhd Name		B		Tracing		Batch		Appraised Bldg. Value (Card)				416,300					
0001									Appraised Xf (B) Value (Bldg)				37,900					
									Appraised Ob (B) Value (Bldg)				10,000					
									Appraised Land Value (Bldg)				139,300					
									Special Land Value				0					
									Total Appraised Parcel Value				603,500					
									Valuation Method				C					
									Total Appraised Parcel Value				603,500					
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id	Type	Is	Cd	Purpost/Result				
									08-05-2009	RD			00	Measur+Listed				
									09-06-2005	LR			41	Change Source Info				
									08-20-2004	DP			00	Measur+Listed				
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes	Location Adjustment	Adj Unit Pric	Land Value			
1	0322	Store/Shop	C		43,560	SF	0.80	1.00000	5	1.00	COM			0	2.4	104,500		
1	0322	Store/Shop	C		1.000	AC	34,848.00	1.00000	0	1.00				0	34,848	34,800		
1	0332	Auto Repair	C		0.000	SF	0.00	1.00000	5	1.00				0	0	0		
Total Card Land Units					2.00	AC	Parcel Total Land Area: 2.00					Total Land Value					139,300	

State Use 0322
Print Date 10/24/2024 10:20:53

A photograph of a yellow building with a red roof, likely a gas station or convenience store, with a large snowdrift in the foreground and a road in the background.

Property Location 1215 ROOSEVELT TRAIL
Vision ID 3102 Account # F4012R

Map ID 055/ 062/ 000/ 000/
Bldg # 2

Bldg Name
Sec # 1 of 1 Card # 2 of 3

State Use 0322
Print Date

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				3218 Raymond, ME VISION								
ORBIT PROPERTIES LLC 705 WEBBS MILLS RD RAYMOND ME 04071		4 Rolling	2 Public Water	1 Paved	4 Bus. District	Description	Code	Assessed	Assessed									
			6 Septic			RESIDNTL	0101	95,800	95,800									
		SUPPLEMENTAL DATA				COMMER.	0322	234,400	234,400									
		Alt Prcl ID 055062000000 TIF CODE DT: USE PRO TG ENRO TG PLAN LD1 TYPE GIS ID 055062000000			SEND VAL TAP Field 8 Field 9 Field 10 Assoc Pid#	COM LAND	0322	139,300	139,300									
							COMMER.	0332	134,000	134,000								
							Total		603,500	603,500								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
ORBIT PROPERTIES LLC FLANAGIN PROPERTIES		40654	4	02-20-2024	U	I	0	1B	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed	
		20450	0155	10-23-2003	U	I	0	1F	2024	0101	95,800	2023	0101	95,800	2022	0101	95,800	
										0322	234,400		0322	234,400		0322	234,400	
										0322	139,300		0322	139,300		0322	139,300	
										0332	134,000		0332	134,000		0332	134,000	
								Total		603,500	Total		603,500	Total		603,500		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount											Comm Int
									APPRAISED VALUE SUMMARY									
Total			0.00															
ASSESSING NEIGHBORHOOD										Appraised Bldg. Value (Card) 416,300 Appraised Xf (B) Value (Bldg) 37,900 Appraised Ob (B) Value (Bldg) 10,000 Appraised Land Value (Bldg) 139,300 Special Land Value 0 Total Appraised Parcel Value 603,500 Valuation Method C Total Appraised Parcel Value 603,500								
Nbhd	Nbhd Name		B		Tracing		Batch											
0001																		
NOTES																		
TAN ST ADDRESS IS 1211 ROOSEVELT TRAIL 2005 MAP 55/LOT 62-1ON-N MERGED INTO THIS LOT																		
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id			Purpost/Result				
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value	
2	0101	Single Fam	C		0 SF	0.00	1.00000	0	1.00		1.000				0.0000	0	0	
Total Card Land Units					Parcel Total Land Area					2.00		Total Land Value					0	

Property Location 1215 ROOSEVELT TRAIL
 Vision ID 3102 Account # F4012R

Map ID 055/ 062/ 000/ 000/
 Bldg # 2

Bldg Name
 Sec # 1 of 1

Card # 2 of 3

State Use 0322
 Print Date

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	06	Conventional			
Model	01	Residential			
Grade:	03	Average			
Stories:	2				
Occupancy	1				
Exterior Wall 1	14	Wood Shingle			
Exterior Wall 2	25	Vinyl Siding			
Roof Structure:	03	Gable/Hip			
Roof Cover	03	Asph/F Gls/Cmp			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2	04	Plywood Panel			
Interior Flr 1	14	Carpet			
Interior Flr 2	06	Inlaid Sht Gds			
Heat Fuel	02	Oil			
Heat Type:	05	Hot Water			
AC Type:	01	None			
Total Bedrooms	03	3 Bedrooms			
Total Bthrms:	1				
Total Half Baths	0				
Total Xtra Fixtrs	6				
Total Rooms:	6				
Bath Style:	02	Average			
Kitchen Style:	02	Average			

CONDO DATA

Parcel Id		C		Owne	
			B		S
Adjust Type	Code	Description	Factor%		
Condo Flr					
Condo Unit					

COST / MARKET VALUATION

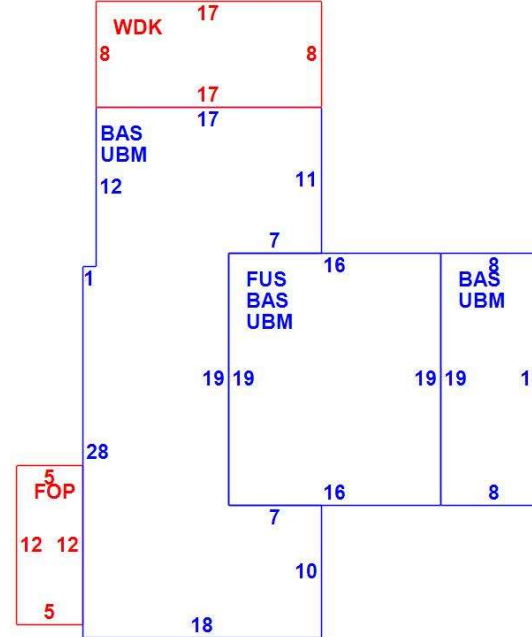
Building Value New	140,843
Year Built	1950
Effective Year Built	1973
Depreciation Code	A
Remodel Rating	
Year Remodeled	
Depreciation %	32
Functional Obsol	
External Obsol	
Trend Factor	1
Condition	
Condition %	
Percent Good	68
RCNLD	95,800
Dep % Ovr	
Dep Ovr Comment	
Misc Imp Ovr	
Misc Imp Ovr Comment	
Cost to Cure Ovr	
Cost to Cure Ovr Comment	

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)

Code	Description	L/B	Units	Unit Price	Yr Blt	Cond. Cd	% Gd	Grade	Grade Adj.	Appr. Value

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	1,031	1,031	1,031	86.69	89,377
FOP	Porch, Open, Finished	0	60	12	17.34	1,040
FUS	Upper Story, Finished	304	304	304	86.69	26,354
UBM	Basement, Unfinished	0	1,031	206	17.32	17,858
WDK	Deck, Wood	0	136	14	8.92	1,214
Ttl Gross Liv / Lease Area		1,335	2,562	1,567		135,843



State Use 0322
Print Date 10/24/2024 10:20:54

VISION

State Use 0322
Print Date 10/24/2024 10:20:54

A photograph of a large, single-story building with a snow-covered roof and a large front porch, surrounded by a snowy parking lot and a dense forest in the background. A green lamp post stands in the foreground.

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				3218 Raymond, ME VISION								
ORBIT PROPERTIES LLC 705 WEBBS MILLS RD RAYMOND ME 04071		4 Rolling	2 Public Water	1 Paved	4 Bus. District	Description	Code	Assessed	Assessed									
			6 Septic			RESIDNTL	0101	95,800	95,800									
						COMMERC.	0322	234,400	234,400									
SUPPLEMENTAL DATA						COM LAND	0322	139,300	139,300									
Alt Prcl ID 055062000000						COMMERC.	0332	134,000	134,000									
TIF CODE DT: USE PRO TG ENRO TG PLAN LD1 TYPE GIS ID 055062000000						SEND VAL TAP Field 8 Field 9 Field 10 Assoc Pid#												
						Total		603,500	603,500									
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
ORBIT PROPERTIES LLC FLANAGIN PROPERTIES		40654	4	02-20-2024	U	I	0	1B	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed	
		20450	0155	10-23-2003	U	I	0	1F	2024	0101	95,800	2023	0101	95,800	2022	0101	95,800	
										0322	234,400		0322	234,400		0322	234,400	
										0322	139,300		0322	139,300		0322	139,300	
										0332	134,000		0332	134,000		0332	134,000	
		Total						603,500		Total		603,500		Total		603,500		
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount											Comm Int
									APPRAISED VALUE SUMMARY									
Total			0.00															
ASSESSING NEIGHBORHOOD										Appraised Bldg. Value (Card) 416,300 Appraised Xf (B) Value (Bldg) 37,900 Appraised Ob (B) Value (Bldg) 10,000 Appraised Land Value (Bldg) 139,300 Special Land Value 0 Total Appraised Parcel Value 603,500 Valuation Method C Total Appraised Parcel Value 603,500								
Nbhd	Nbhd Name		B		Tracing		Batch											
0001																		
NOTES																		
BROWN COLONIAL AUTO REPAIR																		
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id			Purpost/Result				
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes		Location Adjustment		Adj Unit P	Land Value	
3	0332	Auto Repair			0 SF	0.00	1.00000	5	1.00		1.000			0.0000		0	0	
Total Card Land Units					Parcel Total Land Area					2.00		Total Land Value					0	

State Use 0322
Print Date

A photograph of a large, single-story building with a snow-covered roof and a large snowdrift in the foreground. Several cars are parked in front of the building, and a tall sign is visible on the right side. The background is a dense forest of evergreen trees.

Warranty Deed

KNOWN ALL PERSONS BY THESE PRESENTS, that Flanagan Properties LLC, a Maine Corporation with a place of business at 705 Webbs Mills Road in Raymond, Maine, County of Cumberland and State of Maine, for consideration paid, grants to Orbit Properties LLC, a Maine Corporation with a place of business in Raymond, Maine, its successors and assigns, County of Cumberland and State of Maine, whose mailing address is 705 Webbs Mills Road Raymond Maine, 04071, with **WARRANTY COVENANTS**, the land in Raymond, County of Cumberland, State of Maine, described as follows:

A certain lot or parcel with improvements thereon located Easterly of, but not adjoining State Route 302 (Roosevelt Trail) at 1215 Roosevelt Trail in the Town of Raymond, County of Cumberland and State of Maine, and identified as lot #2 as shown on the "Plan of Land of Flanagan Properties, LLC" duly recorded at the Cumberland County Registry of Deeds in Plan Book 223, page 333 on October 13, 2023, being more particularly described as follows:

Beginning at a point at a 1" iron rod located at the Northeasterly corner of property owned by Flanagan Properties LLC as described at the Cumberland County Registry of Deeds Book 20450 Page 155 and the Southeasterly corner of land now or formerly of Village Storage, LLC a distance of 299.94' feet from the assumed easterly side line of Roosevelt Trail as shown on the "Plan of Land of Flanagan Properties LLC" in Plan Book 223, page 333;

Thence S 10° 38' 06" E along the Easterly sideline of the Grantor and the Westerly sideline of the land now or formerly of Richard and Lisa Duncanson 201.89' to a point;

Thence N 89° 08' 17" W along the southerly sideline of the Grantor and the northerly sideline of property now or formerly of David S. Greep 126.00' to a point;

Thence N 01° 22' 23" W across land of the Grantor 156.66' to a point;

Thence S 89° 19' 10" E continuing across land of the Grantor 40.00' to a point;

Thence N 00° 40' 50" E continuing across land of the Grantor 41.00' to a point on the northerly sideline of the Grantor and the southerly sideline of property now or formerly of Village Storage, LLC;

Thence S 89° 19' 10" E along the northerly sideline of the Grantor and southerly sideline of property of now or formerly of Village Storage, LLC 52.00' to the point of beginning. Containing .46 acres (20,027 square feet).

Meaning and intending to convey, and hereby conveying, a portion of the premises conveyed to this Grantor by a warranty deed from Mark S. Flanagan to Flanagan

Properties LLC dated October 23, 2003 and recorded at the Cumberland County Registry of Deeds in Book 20450, Page 155.

Also meaning and intending to grant to Grantee an undivided one-half interest in the use of the water supply well located on the Grantors parcel within the access and utility easement area described below approximately 15' from the "Existing Building Monroe Muffler" as shown on the Plan of Land of Flanagan Properties LLC" in Plan Book 223, page 333. The respective property owner shall be responsible for their portion of costs associated with the maintenance, repair, and/or replacement of necessary components. Neither the Grantor nor the Grantee shall prevent or delay either party from reasonable access to the well for the maintenance, repair, or replacement of the well.

The above described parcel is conveyed with rights to a 30' wide, more or less, access and utility easement, running generally in an Easterly direction across property retained by the Grantor (Lot 1) originating at the assumed Easterly sideline of Roosevelt Trail and extending to the above described lot. The access and utility easement is shown on the "Plan of Land of Flanagan Properties LLC" recorded in Plan Book 223, page 333, and is more particularly described as follows:

Beginning at the Northerly side of the access from Roosevelt Trail to the Grantors property; Flanagan Properties LLC, at a bent #5 rebar shown on the "Site Plan for Colonial Auto at Raymond Maine" recorded in the Cumberland County Registry of Deeds in Plan Book 195, page 393 on 12/6/95, said point of beginning being 10.00' on a bearing S 83° 12' 55" E from a 5/8" capped rebar, flush #586;

Thence S 83° 12' 55" E across the land of the Grantor 30.00' to a point;

Thence S 49° 44' 06" E continuing across the land of the Grantor 79.34' to a point;

Thence S 89° 19' 28" E continuing across the land of the Grantor 100.00' to a point;

Thence N 68° 22' 48" E continuing across the land of the Grantor 28.99' to a point on the Westerly boundary of the above described parcel;

Thence southerly S 01° 22' 23" E along the Westerly boundary of the above described parcel 31.98' to a point on the Westerly boundary of the above described parcel to a point;

Thence S 68° 22' 48" W across the land of the Grantor 23.84' to a point;

Thence N 89° 19' 28" W continuing across the land of the Grantor 116.71' to a point;

Thence N 49° 44' 06" W continuing across the land of the Grantor 53.92' to a point;

Thence N 83° 12' 55" W continuing across the land of the Grantor 43.66' to a point on the assumed easterly sideline of Roosevelt Trail;

Thence N 06° 47' 05" E along the assumed easterly sideline of Roosevelt Trail 45.00' to the point of beginning.

The access and utility easement is intended to be used for any and all purposes for which a Town road would be used including the placement of utilities on, under, or over the easement. Said access to be all inclusive whether located on, under, or over land retained by Grantor. The purpose of granting these rights to Grantee is to enable relocating and/or adding utilities on the Grantors property serving the Grantees property if located on Grantors property but not specifically stated in this deed. Any utilities benefitting Grantee shall not unreasonably interfere with use(s), business or otherwise, on the Grantors property.

The Grantor retains a drainage and snow storage easement area on a portion of property conveyed to the Grantee as shown on "Plan of Land of Flanagan Properties LLC" recorded in Plan Book 223, page 333 and is more particularly described as follows:

Beginning at a point at a 1" iron rod located at the Northeasterly corner of property owned by Flanagan Properties LLC as described at the Cumberland County Registry of Deeds Book 20450 Page 155, and the Southeasterly corner of land now or formerly of Village Storage, LLC as described at the Cumberland County Registry of Deeds Book 17620 Page 12, located South 89° 19' 10" East a distance of 299.94' feet from the assumed easterly side line of Roosevelt Trail as shown on the "Plan of Land of Flanagan Properties LLC" in Plan Book 223, Page 333;

Thence S 10° 38' 06" E along the easterly sideline of the land of the Grantor and the Westerly sideline of the land now or formerly of Richard and Lisa Duncanson 100.91' to a point;

Thence S 68° 22' 48" W across land granted to the Grantee by this deed 116.87' to a point on the common line separating the Grantors parcel to the Grantees parcel by this deed;

Thence N 01° 22' 23" W along the common line separating the Grantors parcel to the Grantees parcel by this deed 102.36' to a point;

Thence S 89° 19' 10" E continuing along the common line separating the Grantors parcel to the Grantees parcel by this deed 40.00' to a point;

Thence N 00° 40' 50" E continuing along the common line separating the Grantors parcel to the Grantees parcel by this deed 41.00' to a point on the northerly sideline of the Grantor and the southerly sideline of property now or formerly of Village Storage, LLC to a point;

Thence S 89° 19' 10" E along the northerly sideline of the Grantor and southerly sideline of property of now or formerly of Village Storage LLC 52.00' to the point of beginning.

This drainage and snow storage easement area specifically excludes the entirety of subsurface wastewater disposal field, measuring approximately 20 feet x 40 feet, in the location (per Town of Raymond plumbing permit #2111 duly issued on 11/22/95 on form HHE-200 for subsurface wastewater disposal system) shown on the "Plan of Land of Flanagan Properties LLC" in Plan Book 223, page 333 entitled "EXIST. LEACH FIELD".

This drainage and snow storage easement area is intended to be used by the Grantor for stormwater drainage and snow storage generated from and associated with the commercial use of the Grantors property. The Grantor shall be responsible for all costs associated with the use, repair, and maintenance of this drainage and snow storage easement and shall not unreasonably prevent Grantee from using this area for access to the dwelling or other structures on the Grantees parcel by this deed.

The Grantor shall not locate or construct any impediments to the Grantees continued use of the current subsurface wastewater disposal field and system and immediately surrounding area necessary for the practical functioning of the wastewater disposal system. The approximate location of the current wastewater disposal field is shown on "Plan of Land of Flanagan Properties LLC" in Plan Book 223, page 333.

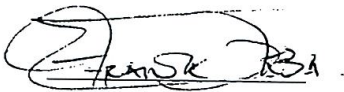
In the event that the Grantor damages any component of the subsurface wastewater disposal system, the Grantor shall be responsible for all necessary repairs and shall be responsible for all such costs associated with the necessary repairs. The Grantor shall ensure that all necessary repairs are completed in a timely manner to allow the continued use of the residence on the Grantees property.

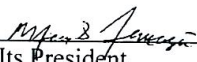
All bearings are referenced to magnetic north 1988 per survey plan entitled "Plan of Property, Raymond Maine for Mark Flanagan & Joseph Masotta" dated May, 1988 prepared by Survey Inc. of Windham, Maine.

IN WITNESS WHEREOF, the said Flanagan Properties LLC has caused this instrument to be signed and sealed in its corporate name by Mark S. Flanagan, its President, thereunto duly authorized this 20 th day of Feb (month), 2024 (year).

WITNESS:

FLANAGIN PROPERTIES LLC:



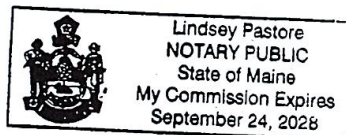

Its President
Mark Flanagan

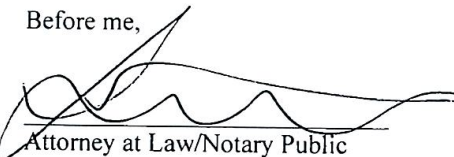
STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

21 20, 2024

Then personally appeared the above named Mark S. Flanagan, President of said Flanagan Properties Corporation as aforesaid, and acknowledged the forgoing instrument to be his free act and deed in his said capacity and free act and deed of said Corporation.

Before me,

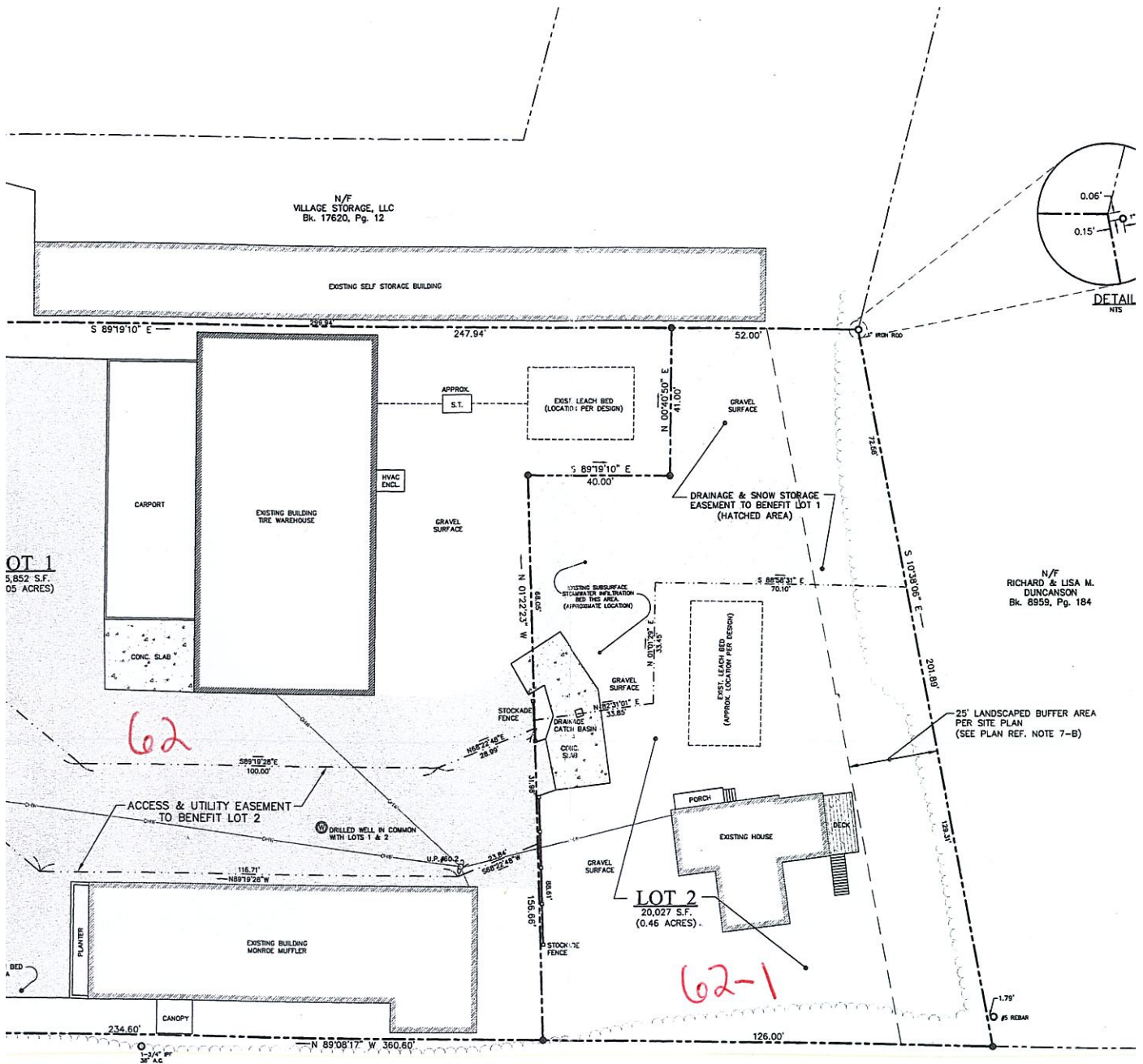



Attorney at Law/Notary Public

Lindsey Pastore
Printed Name



Received
Recorded Register of Deeds
Mar 15, 2024 01:55:27P
Cumberland County
Jessica M. Spaulding



N/F
DAVID S. GREEP
Bk. 10498, Pg. 181

N/F
RICHARD & LISA M.
DUNCANSON
Bk. 8959, Pg. 184

NO

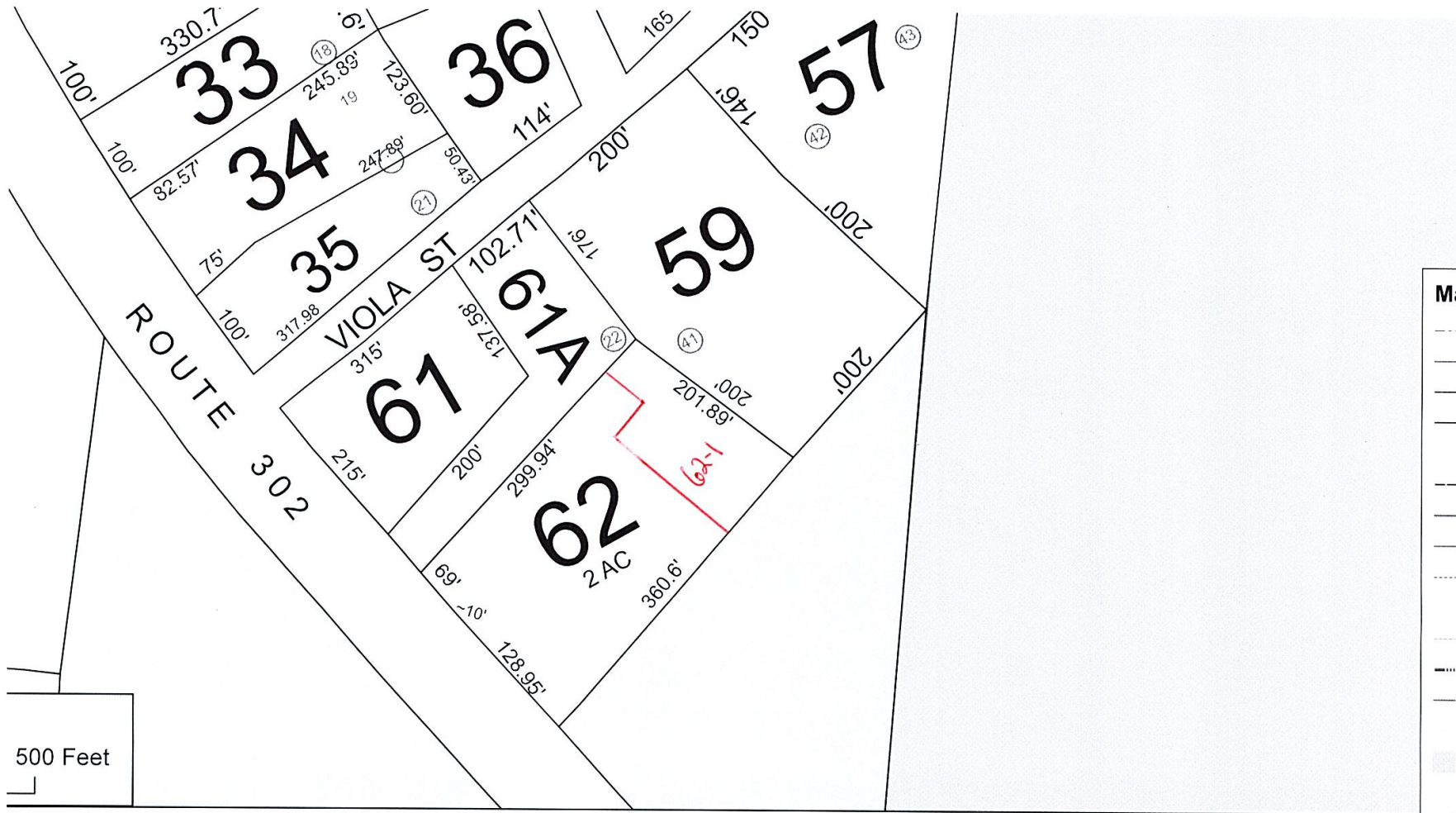
1. RECORD
2. PARC
LLC, I
DEEDS
3. PARC
4. BEAR
5. OVER
SURV
LIMITE
6. SITE
SITE
BEEN
7. PLAN
A.)
1988,
B.)

DRAFT COPY
3/05/2018

GRAPHIC SCALE



MAP 55



LEVELT TRAIL
Account # F4012R

Map ID 055/ 062/ 000/ 000/
Bldg # 1

Bldg Name
Sec # 1 of 1

Card # 1 of 2

Stat
Print

TOPO		UTILITIES		STRT / ROAD		LOCATION		CURRENT ASSESSMENT					
4	Rolling	2	Public Water	1	Paved	4	Bus. District	Description	Code	Appraised	Assessed		
		6	Septic					COMMERC.	3320	368,400	368,400		
								COM LAND	3320	136,100	136,100		
SUPPLEMENTAL DATA													
Alt Prcl ID 055062000000 TIF CODE DT: USE PRO TG ENRO TG PLAN LD1 TYPE GIS ID 055062000000								SEND VAL TAP Field 8 Field 9 Field 10 Assoc Pid#					
								Total		504,500	504,500		
SHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HIST)					
		20450 0155	10-23-2003	U	I	0	1F	Year	Code	Assessed	Year	Code	Assessed
								2024	0101	95,800	2023	0101	95,800
									0322	234,400		0322	234,400
									0322	139,300		0322	139,300
									0332	134,000		0332	134,000
								Total		603,500	Total		603,500
PTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data (
Description		Amount	Code	Description	Number	Amount	Comm Int						
Total		0.00											
ASSESSING NEIGHBORHOOD								APPROAISED VALUE					
Nbhd Name		B		Tracing		Batch		Appraised Bldg. Value (Card)					
								Appraised Xf (B) Value (Bldg)					
								Appraised Ob (B) Value (Bldg)					
								Appraised Land Value (Bldg)					
								Special Land Value					
								Total Appraised Parcel Value					
								Valuation Method					
								Total Appraised Parcel Value					
BUILDING PERMIT RECORD								VISIT / CHANGE					
Description		Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Co	
								08-05-2009	RD			00	
								09-06-2005	LR			4'	
								08-20-2004	DP			00	
LAND LINE VALUATION SECTION													
Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes		Location Adjustme		
C		21,780 SF	1.30	1.00000	5	0.80	COM	3.000	ROW/2 COMM BLDGS				
C		0.050 AC	1,500.00	1.00000	0	1.00		1.000					
al Card Land Units		0.55 AC	Parcel Total Land Area:		1.05								

Property Location 1215 ROOSEVELT TRAIL
Vision ID 3102 Account # F4012R

Map ID 055/ 062/ 000/ 000/
Bldg # 1

Bldg Name
Sec # 1 of 1

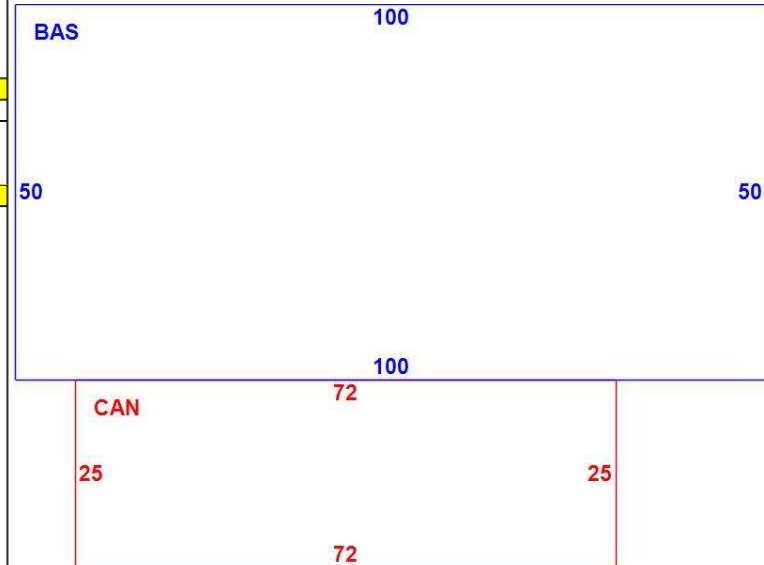
Card # 1 of 2

State Use 3320
Print Date 12/5/2024 10:21:19 A

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	25	Service Shop			
Model	94	Commercial			
Grade	03	Average			
Stories:	1				
Occupancy	1.00				
Exterior Wall 1	13	Pre-Fab Wood			
Exterior Wall 2					
Roof Structure	01	Gable/Hip			
Roof Cover	03	Metal/Tin			
Interior Wall 1	05	Drywall/Sheet			
Interior Wall 2					
Interior Floor 1	03	Concr-Finished			
Interior Floor 2					
Heating Fuel	02	Oil			
Heating Type	03	Hot Air-no Duc			
AC Type	01	None			
Bldg Use	3320	Auto Repair			
Total Rooms					
Total Bedrms					
Total Baths					
Heat/AC	00	NONE			
Frame Type	02	WOOD FRAME			
Baths/Plumbing	02	AVERAGE			
Ceiling/Wall	04	CEIL & MIN WL			
Rooms/Prtns	02	AVERAGE			
Wall Height	18.00				
% Comn Wall					
1st Floor Use:					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)										
Code	Description	L/B	Units	Unit Price	Yr Blt	Cond.	Cd	% Good	Grade	Appr. Value
PAV1	PAVING-ASPH	L	18,000	0.90	2005	A	50	00	1.00	8,100
PAV2	PAVING-CONC	L	2,500	1.50	2005	A	50	00	1.00	1,900
MEZ1	MEZZANINE-U	B	4,000	8.00	1997	E	92	00	1.00	29,400

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprec Value
BAS	First Floor	5,000	5,000	5,000	39.54	197,700
CAN	Canopy	0	1,800	360	7.91	14,234
Ttl Gross Liv / Lease Area		5,000	6,800	5,360		211,934



CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT			3218 Raymond, ME VISION									
FLANAGIN PROPERTIES C/O MARK FLANAGIN 705 WEBBS MILLS RD RAYMOND ME 04071		4 Rolling	2 Public Water	1 Paved	4 Bus. District	Description	Code	Appraised			Assessed							
			6 Septic			COMMERC.	3320	368,400			368,400							
						COM LAND	3320	136,100			136,100							
SUPPLEMENTAL DATA																		
Alt Prcl ID 055062000000 TIF CODE DT: USE PRO TG ENRO TG PLAN LD1 TYPE GIS ID 055062000000					SEND VAL TAP Field 8 Field 9 Field 10 Assoc Pid#		Total		504,500	504,500								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)										
FLANAGIN PROPERTIES		20450	0155	10-23-2003	U	I	0	1F	Year	Code	Assessed	Year	Code	Assessed	Year	Code	Assessed	
									2024	0101	95,800	2023	0101	95,800	2022	0101	95,800	
										0322	234,400		0322	234,400		0322	234,400	
										0322	139,300		0322	139,300		0322	139,300	
										0332	134,000		0332	134,000		0332	134,000	
Total									603,500	Total	603,500	Total	603,500					
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor										
Year	Code	Description	Amount	Code	Description	Number	Amount											Comm Int
									APPRAISED VALUE SUMMARY									
Total			0.00															
ASSESSING NEIGHBORHOOD										Appraised Bldg. Value (Card) 320,500 Appraised Xf (B) Value (Bldg) 37,900 Appraised Ob (B) Value (Bldg) 10,000 Appraised Land Value (Bldg) 136,100 Special Land Value 0 Total Appraised Parcel Value 504,500 Valuation Method C Total Appraised Parcel Value 504,500								
Nbhd	Nbhd Name		B		Tracing		Batch											
0001																		
NOTES																		
BROWN COLONIAL AUTO REPAIR																		
BUILDING PERMIT RECORD										VISIT / CHANGE HISTORY								
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments		Date	Id	Type	Is	Cd	Purpost/Result			
LAND LINE VALUATION SECTION																		
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Notes		Location Adjustment		Adj Unit Pric	Land Value	
2	3320	Auto Repair			21,780 SF	1.30	1.00000	5	0.80	COM	3.000				0	3.12	68,000	
Total Card Land Units					0.50	AC	Parcel Total Land Area:			1.05	Total Land Value					136,100		

State Use 3320
Print Date 12/5/2024 10:21:20 A

A photograph of a long, single-story building with a snow-covered roof and a large snowbank in the foreground. Several cars are parked in front of the building, and a tall sign is visible on the right side. The background is filled with tall evergreen trees.

Property Location 1211 ROOSEVELT TRAIL
Vision ID 101981 Account # 101981

Map ID 055/ 062/ 001/ 000/
Bldg # 1

Bldg Name
Sec # 1 of 1 Card # 1 of 1

State Use 1010
Print Date

CURRENT OWNER		TOPO	UTILITIES	STRT / ROAD	LOCATION	CURRENT ASSESSMENT				3218 Raymond, ME VISION							
ORBIT PROPERTIES LLC 705 WEBBS MILLS RD RAYMOND ME 04071		1 Level		1 Paved	4 Bus. District	Description	Code	Assessed	Assessed								
						RESIDNTL	1010	80,100	80,100								
						RES LAND	1010	28,000	28,000								
SUPPLEMENTAL DATA																	
Alt Prcl ID 101981 TIF CODE DT: USE PRO TG ENRO TG PLAN LD1 TYPE GIS ID 055062001000				SEND VAL TAP Field 8 Field 9 Field 10 Assoc Pid#													
						Total		108,100	108,100								
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	Q/U	V/I	SALE PRICE	VC	PREVIOUS ASSESSMENTS (HISTORY)									
ORBIT PROPERTIES LLC		40654	4	02-20-2024	U	I	0	1B	Year	Code	Assessed	Year	Code	Assessed V	Year	Code	Assessed
										Total			Total			Total	
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor									
Year	Code	Description	Amount	Code	Description	Number	Amount									Comm Int	
									APPRAISED VALUE SUMMARY								
Total			0.00														
ASSESSING NEIGHBORHOOD								Appraised Bldg. Value (Card) 80,100 Appraised Xf (B) Value (Bldg) 0 Appraised Ob (B) Value (Bldg) 0 Appraised Land Value (Bldg) 28,000 Special Land Value 0 Total Appraised Parcel Value 108,100 Valuation Method C Total Appraised Parcel Value 108,100									
Nbhd	Nbhd Name		B	Tracing		Batch											
0001																	
NOTES																	
ECO OBS: COMM INFLUENCE																	
BUILDING PERMIT RECORD								VISIT / CHANGE HISTORY									
Permit Id	Issue Date	Type	Description	Amount	Insp Date	% Comp	Date Comp	Comments	Date	Id			Purpost/Result				
LAND LINE VALUATION SECTION																	
B	Use Code	Description	Zone	Land Type	Land Units	Unit Price	Size Adj	Site Index	Cond.	Nbhd.	Nbhd. Adj	Notes	Location Adjustment	Adj Unit P	Land Value		
1	1010	Single Family			20,027 SF	1.40	1.00000	5	1.00		1.000		1.0000	1.4	28,000		
Total Card Land Units					Parcel Total Land Area					0.46	Total Land Value					28,000	

State Use 1010
Print Date

A photograph of a two-story house with light-colored horizontal siding and a gabled roof. A yellow skid steer loader is parked in the foreground on the right side of the house. To the left of the house, there is a porch area with some construction materials and a tall chimney. The house is surrounded by green trees and grass.

2026 REVALUATION PROJECT

Raymond, Maine 2024-2026

Full Revaluation Project

What is a Full Revaluation?

The Town of Raymond has hired KRT Appraisal (KRT) to complete a Full Revaluation. According to Maine Revenue Service, "Revaluation" means the development of new property valuations by a firm through the introduction of new grading and pricing schedules, the updating of existing grading and pricing schedules, or the maintenance of an existing valuation system.

A "Full Revaluation" includes measuring and listing all properties to verify existing assessment data. The end goal is for assessments to be adjusted to reflect market value as of April 1, 2026. This creates equity and ensures a fair distribution of the tax burden across all property owners. The last Revaluation was implemented in 2005.

Stages of a Full Revaluation

KRT will be updating existing grading and pricing schedules for property valuations and maintaining the existing valuation system by performing a Full Revaluation of assessment values. To accomplish this, KRT will complete five phases: (1) Data Collection, (2) Sales Review and Validation, (3) Market Analysis/Valuation, (4) Field Review, and (5) Informal Hearings. During these phases, many tasks will be completed to ensure the Full Revaluation is successful. Below is a general outline and explanation of each phase of the project.

PHASE 1: DATA COLLECTION: The first phase, Data Collection of all property, will begin in December 2024. During this phase "Data Collectors" go to each property in the Town to measure the exterior of each building and attempt to inspect the interior if the owner is available at the time of the visit. These Data Collectors note the buildings' location, size, age, quality of construction, improvements, topography, utilities, and numerous other characteristics both inside and out. They may also ask the homeowner a few questions regarding the property. To confirm that a home was inspected, the homeowner is asked to sign a data collection form. The data collected is subject to verification by the Town Assessor and a KRT Supervisor. KRT Field Representatives will carry Picture IDs, Municipal Letters of Introduction, and have their vehicles listed with both the Assessor's Office and the Cumberland County Sheriff's Department.

Prior to starting the data collection in your area, a postcard will be mailed to each property as notification that the property will be visited in the next few weeks. Data Collectors will arrive at your property unannounced shortly after the postcard is mailed and ring the bell and knock on the door. If someone is home, they will explain who they are, with their KRT badge visible, and ask for an interior and exterior inspection. Due to the large volume of properties to be inspected, we are unable to conduct this portion of the project on a pre-scheduled appointment basis.

If no one is home, they will assume it is ok to measure the outside of the building and proceed to do so. A letter will be mailed out towards the end of the project (early spring of 2026) asking for a phone call to schedule an appointment for an interior inspection. The visit from KRT shouldn't take more than 15 minutes from start to finish. Data Collectors will not visit a property posted "No Trespassing".

Posted properties will receive a letter asking for permission to visit the property at a scheduled time convenient for everyone.

PHASE 2: SALES REVIEW AND VALIDATION: During this phase, KRT appraisers will field review each property that sold between April 1, 2024, and March 31, 2026, to verify the information on the property record card for data accuracy. The appraiser will make notes regarding the property location, size, condition, quality of construction, and numerous other characteristics that may affect value. The goal is to gain a clear understanding of what sold and for what price. In conjunction with the Assessing Office, KRT will begin the process of qualifying sales as “arm’s length”. Only sales with market exposure between a willing buyer and willing seller (in other words, an “arm’s length” sale) will be used in the analysis.

PHASE 3: MARKET ANALYSIS/VALUATION: A variety of resources are used to analyze the real estate market. KRT will be analyzing property sales that occurred between April 1, 2024, and March 31, 2026, to determine which market factors influenced property values. KRT will gather and use information from Maine Multiple Listing Service (MLS), property managers, developers, and local real estate professionals. Once all the data is collected and reviewed for accuracy, the appraiser will determine land values and delineate neighborhoods, which rate the desirability of locations throughout the Town as determined by actual market activity.

During this phase, individual characteristics of the buildings are analyzed using information gathered in both phases 1 and 2. Each property is compared to other comparable properties with similar characteristics. Then the market values of the improvements are added to the land value that was previously determined. This value is the final estimate for each parcel of property, building and land.

Valuation is done using one of the three recognized appraisal methods: Cost Approach, Income Approach and Sales Comparable Approach. Mass appraisal uses a market adjusted cost approach to generate assessments. The income approach will be used for all income producing property and will be reconciled with the market adjusted cost approach.

PHASE 4: FIELD REVIEW: Field Review is the method of checking and re-checking both the values that have been determined and the accuracy of the data used. During this phase, properties are viewed in the field by experienced appraisers to ensure that the appraisal methodology established from the sale properties is consistently applied to the entire population of properties within the Town.

PHASE 5: INFORMAL HEARINGS: Once the Field Review is completed and the values are approved by the Assessor’s Office, a notice stating the proposed value will be mailed to each property owner. The goal is for this phase to be completed in July of 2026. At that time anyone with questions concerning the revaluation process or the value established for their property will have an opportunity to meet with a member of KRT’s staff. After all five phases are completed, all data, files, records, etc. used in the revaluation will be turned over to the Assessor’s Office for retention.

The Town of Raymond has hired **KRT Appraisal** to perform a full revaluation, which includes on-site visits of all properties.

A Data Collector will be visiting your area within the next 60 days to verify interior and exterior information on your property record card. We ask for your cooperation in allowing the Data Collector inside your home to verify applicable assessment data on file with the Town.

The Data Collector will have photo id, an introduction letter from the Town, an Assessor's Office magnet on their car and also have their vehicle registered with the County Sheriff. Photos of the Data Collectors and revaluation information will be available at the website below. If you have any questions or concerns, please call the Town Assessor at (207) 655-4742.

For additional revaluation information, please visit www.krtappraisal.com/dist/raymond.html or www.raymondmaine.org/town-office/assessing.



Assessor's Office Hours:

Tuesday: 8:00am to 4:00pm
Wednesday: 8:00am to 4:00pm
Thursday: 8:00am to 4:00pm
Friday: 8:00am to 4:00pm



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**Town of Raymond
Assessor's Office
401 Webbs Mills Road
Raymond, ME 04071**

PLEASE
PLACE
STAMP
HERE

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Assessor's Office
401 Webbs Mills Road
Raymond, ME 04071**

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Raymond Village Community Church Rental

Raymond Village Community Church Proposal For Parks and Recreation Use

This is a proposal plan outlining the relocation of Raymond Parks and Recreation to the Raymond Village Community Church located at 27 Main Street (Raymond Village Community Center):



1. Initial Assessment

- **Space and Facilities:**
 - Three offices - One office for the Age-Friendly Raymond Coordinator, and two offices for the Parks and Recreation Director and Assistant Parks and Recreation Director.
 - Three activity rooms—There are three rooms, one on the top floor and two on the ground level, that can host meetings or programs for up to 10 to 20 people.
 - Vestry - The vestry is the main function area with a kitchen attached. This can be used for Senior activities, youth activities, potlucks, and special events.
 - All activity spaces can be programmed by our staff or reserved/rented by the public.
 - Outdoor Space - Is there room to create outdoor space to hold Vacation Camps or other child care options? Can we install the playground at that location?
- **Compliance Needs:** Check building codes, and any compliance standards, especially since the facility will be used by youth and the community.
 - We might need to remodel bathrooms to ADA standards.
- **Timeline:**
 - December & January - Soft launch of programming. Have Age Friendly Events, Parks and Recreation Special Winter Events such as Kids Night Out, Elf Workshop, and Family Gingerbread Making.
 - February - Have a longstanding MOU signed by RVCC.
 - March - Have all Parks and Recreation Operations based out of the building.

2. Coordinate with Raymond Village Community Church

- **Formal Agreement:** Draft a memorandum of understanding (MOU) or lease agreement covering space usage, scheduling, security measures, and any fees involved.
- **Building Access and Security:** Set up access protocols, including key distribution and security system adjustments.
- **Scheduling:** All scheduling of the usable rooms will be done by the Parks and Recreation Staff.

3. Space Setup and Renovation

- **Determine Space Needs for Programs:** Allocate rooms for specific activities (arts and crafts, quiet activity space) and storage. If necessary, redesignate spaces to fit program requirements.
- **Renovations and Equipment Setup:** Make any necessary modifications (painting, adding furniture, installing storage, etc.). Ensure all necessary recreational and office equipment is transferred and set up.

4. Update Stakeholders and Community

- Age Friendly Raymond will be working under Parks and Recreation for operations and budgeting. The Age Friendly Coordinator will be reporting directly to the Raymond Parks and Recreation Director and will follow Parks and Recreation policies and guidelines.
- **Notify Staff and Volunteers:** Inform and train them on the new layout, protocols, and any policy updates for operating within the church.
- **Communicate with Parents and Participants:** Provide details on the move, the new location, and how it will impact drop-off, pick-up, and program details.
- **Public Announcement:** Use social media and email newsletter to announce the new location.

5. Test Run and Adjustments

- **Conduct a Soft Launch for December and January:** Run a trial period or a soft opening with limited programming to identify potential issues with space, access, or other logistics.
- **Finalize Adjustments:** Make final tweaks to the setup or schedule based on feedback from the trial period.

6. Budget and Start-Up Cost

Raymond Village Community Church (Center) Budget			
Start-Up Cost			
Item	Cost	Account	Info:
Technology	\$6,000.00	CIP Facilities	Three phones, computer hardline in for internet, wifi, etc.
Office Equipment	\$3,000.00	CIP Facilities	Desks, tables, storage units
Paint	\$6,000.00	CIP Facilities	Paint offices and activity rooms
Facility Upgrades	\$15,000.00	CIP Facilities	Renovations for inside use.
Total:	\$30,000.00		
Annual Operating Costs			
Rent	\$18,000.00	P&R Operational	Rent is \$1,500 per month
Age Friendly Coordinator	\$20,000.00	P&R Salaries	Part-time 20 hours a week scheduled.
Age Friendly Supplies	\$3,000.00	P&R Operational	
Building Supplies & Projects	\$2,500.00	P&R Projects & Maintenance	Added to the Projects and Maintenance line in P&R General fund
Total:	\$43,500.00		

Public Works has \$100,000 allocated for a Facility Upgrade at District 1 (47 Main Street) for the Parks and Recreation Office Remodel Project. In place of that project, we can spend \$30,000 out of that account to move into Raymond Village Community Church and have a much greater impact by providing a wide range of services and programming. Using the CIP Facility funds will allow us to move in and start immediately. For rent, we will need to figure out which account to draw that from for this Fiscal Year. We can build that into our Operational Budget for FY 25-26.

TOWN OF RAYMOND, MAINE

Personnel Policy

Adopted: February 4, 1997

Amended:

March 4, 1997
December 1, 1998
August 1, 2000
November 20, 2001
December 3, 2002
June 17, 2003
December 20, 2005
January 16, 2007
March 10, 2015
September 13, 2016
June 27, 2023
December 10, 2024

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ARTICLE I - PREAMBLE

- A. The Select Board hereby adopts the following Policy for utilization by the Town of Raymond in the administration of the personnel activities of the employees of the Town of Raymond. These rules and subsequent modification shall supersede any policy and rules made previously by the Select Board. Any practice, policy or application which may have previously existed and is or would be contrary to these policies is disclaimed, cancelled and eliminated by the adoption of this Policy.
- B. The Town, through its Select Board, may delete, amend, modify or change any or all of the provisions contained in this Policy. The policies set forth are not in any way a contract and nothing in the policies affords employees any contractual or other rights. Policies contained within give references and descriptions to insurance or other benefit plans; the specific provisions of the benefit plan will take precedence and govern should a conflict arise concerning interpretation, application or benefit level.
- C. The Town Manager shall be responsible for the implementation of this policy.
- D. The information contained in this policy manual applies to all employees of the Town of Raymond not covered by a collective bargaining agreement. It also applies to all Town unionized employees to the extent any applicable collective bargaining agreement is silent on any of the provisions set forth in this manual and in exercise of the Town's management rights under those agreement(s). To the extent that any of the policies directly conflict with provisions in an applicable collective bargaining agreement, the terms in the collective bargaining agreement shall take precedence.

ARTICLE II - DEFINITIONS

Domestic Partner – pursuant to 1 MRSA §72 Words and phrases: "Domestic partner" means one of 2 unmarried adults who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Immediate Family - includes the following: mother, mother-in-law, father, father-in-law, wife, husband, domestic partner, son, daughter, brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandchild, guardian, stepchildren, domestic partner's children, or surrogate parents.

ARTICLE ~~II~~III- EMPLOYMENT

- A. The employment of all personnel shall be the responsibility of the Town Manager.
- B. The employment of the Town Manager shall be the responsibility of the Select Board.
- C. All applicants for employment must submit a written application for employment on forms approved and provided by the Town Manager. The Town does not accept applications for

employment that are not in response to a posted or otherwise available vacancy and/or that are on not on Town-approved forms.

- D. Any willful and material misrepresentation of fact on an application shall be grounds for disciplinary procedures and/or termination and dismissal upon discovery of such misrepresentation, regardless of employment history or performance.
 - Employment with the Town of Raymond is voluntarily entered into and the employee may terminate his or her ~~at-will~~ employment at any time, with or without notice or cause. Similarly, The Town of Raymond may terminate the ~~"at-will"~~ employment relationship at any time, with ~~or without~~ cause.
- E. ~~All other factors being equal, preference will be given to residents of the Town, then to those candidates willing to establish residency within the Town limits.~~
- F. Present Town employees, who apply for employment, shall be given first consideration in filling a vacancy, but it is recognized that the good of the Town may require a vacancy be filled outside the ranks of Town employees or from outside of the community.
- G. It is the policy of the Town to provide and ensure a safe and secure environment for all members of the workforce and its property. As part of this mandate, criminal background checks may be required of prospective employees who have already received a bona fide offer of employment, depending on the nature and duties of the position(s) sought. The Town uses a third party to conduct these investigations. The Town may also, directly or through a third party, investigate other job-related factors such as, by way of example, driving record, insurability and ability to be bonded. All reports are subject to the federal Fair Credit Reporting Act (FCRA) and state laws to the extent applicable. Applicants for positions will be notified of background check requirements during the job interview. Any and all results are kept private and securely stored in accordance with the Town's data security policy.
- H. All employees are considered probationary for the first six (6) months of employment. The probationary period shall be considered an extension of the selection process. Probationary employees may be removed at any time during the probationary period without notice or cause and without right to file a grievance.
- I. Prior to the completion of the probationary period, the employee will receive a formal written evaluation from his/her immediate supervisor and/or the Town Manager. A favorable evaluation will result in the employee being transferred to permanent status. An employee is not transferred to permanent status unless or until a formal written evaluation of satisfactory performance is received.
- J. Employees will be given an annual written evaluation by their immediate supervisor and/or the Town Manager. Such evaluation will be taken into consideration when salary, promotions, discipline or any other personnel action is proposed.

ARTICLE ~~III~~ IV- EQUAL OPPORTUNITY EMPLOYER

In order to provide equal opportunities to all individuals, employment decisions at the Town are based on merit, qualifications and abilities.

The Town is committed to a policy of non-discrimination and equal opportunity for all employees and qualified applicants without regard to race, color, religion, sex, pregnancy, familial status, sexual orientation, gender identity, national origin, ancestry, age, disability, veteran status, military service, genetic information, participation in the Town's group insurance plans, receipt of free medical care, or any other category protected under applicable laws. The Town will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable laws.

This commitment is evident in all aspects of the Town's employment practices and policies, including recruiting, hiring, job assignment, promotion, compensation, discipline, discharge, benefits and training.

ARTICLE ~~IV~~ - TYPES OF APPOINTMENTS

The following types of appointments may be made to the Town's service in conformity with the rules established.

- A. Full-Time: A full-time employee works full time (a minimum of thirty-two hours per week) and on a continuing and indefinite basis. Most full-time employees will be expected to work between ~~35~~ 32 and 40 hours per week and will be subjected to additional hours on an as-needed basis. Full-time employees are subject to all personnel rules and regulations and receive all benefits and rights as provided by this Policy.
- B. Regular Part-Time: Regular Part-time employees work less than a full workweek (less than 32 hours per week), but on a continuing and indefinite basis. Regular Part-time employees are subject to all personnel rules and regulations. Vacation, sick leave and holiday benefits shall be in proportion to the hours worked.
- C. On Call Part-Time Employees: An on-call employee works less than a full workweek (less than 32 hours per week) and only works when called upon. On-call employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave or vacation time.
- D. Stipend / Part -Time Employees: A stipend employee works less than a full workweek (less than 32 hours per week), works enough hours to perform the duties required of him/her, and is paid an annual fixed salary. Stipend employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave or vacation time.
- E. Temporary Employees: Temporary employees work on a non-permanent basis, usually within a limited time frame such as seasonal positions. Temporary employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time, or seniority and may be terminated without notice for any reason at any time.

- F. Special Appointees: Special appointees hold official positions filled by appointment of the Town Manager and/or Select Board, but are not considered employees for purposes of compensation or benefits.
- G. Other Classifications: The Town (through its Select Board and/or Town Manager) may, from time to time, by appointment fill other posts and positions, either by voluntary service on certain Town boards and committees (such as Planning Board, Board of Appeals or Conservation Commission); by contract or fee for services (such as engineer, auditor or town attorney); or similar. These categories of service are not considered “employment” within the meaning of this policy. Those individuals are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time, or seniority. They serve at the pleasure of the Select Board and/or Town Manager or, where appropriate, within the limited terms and conditions of any special appointment they may have received. Individuals in this category may be terminated without notice for any reason at any time, except as otherwise provided by law.
- H. Job Descriptions: From time to time the Town Manager (and/or Select Board where permitted by statute) shall develop and, as appropriate, modify and amend job descriptions for all of the above referenced employees or other individuals, which shall then be appended hereto as Appendix A and made a part hereof by reference.
- I. Organization and Status of Municipal Employees: Appended hereto as Appendix ~~B~~ C and made a part hereof by reference.

ARTICLE VI - PUBLIC AND EMPLOYEE RELATIONS

- A. Integrity of Service. Town employees must avoid any action which may reasonably result in or create the impression of using public employment for private gain, giving preferential treatment to any person, losing complete impartiality in conducting Town business, accepting gifts or other favors in exchange for service, or abandoning commitment to or pursuit of the goals and policy objectives of the Town.
- B. Efficiency of Service and Public Trust. Cooperation of all employees is essential to efficiency. Raymond citizens are entitled to the best service we can give them. Cooperation, courtesy and responsibility are the key elements of good service.

The Town wishes to uphold its reputation for integrity and excellence, which requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The Town is dependent on the citizens’ trust and is committed to preserving that trust. The Town requires all employees to act in a manner that will merit the continued trust and confidence of the public and customers.

The Town will comply with all applicable laws and regulations. The Town also expects its principals and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises with respect to which it is difficult for the employee to determine the proper course of action, the employee should consult with his/her direct supervisor or the Town Manager.

C. Second Job: On occasion, employees of the Town may decide to seek employment outside their regular working hours. The Town has no objections to this type of work when it does not interfere with the work performance or attendance of the Town employee and when he or she is not in the employ of a vendor, client or organization so as to create a conflict of interest in employment. Employees are expected to notify the Town Manager prior to accepting second jobs.

All employees, regardless of second jobs, will be judged by the same performance standards and will be subject to the Town's scheduling demands, regardless of any existing outside work requirements. If the Town determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Town.

D. Conflict of Interest: No employee of the Town shall have any financial interest in or profit from any contract, purchase, sale or work performed by the Town unless otherwise provided for by the Select Board. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or immediate family as listed in the definitions portion of this Policy. Actual conflicts of interest, as well as incidents or situations which create the appearance of a conflict, must be avoided.

1. Purchasing – No Town employee who is authorized to make purchases shall have any interest, either directly or indirectly in any contract with the Town. No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence or transactions involving purchases, contracts or leases, it is imperative that they disclose this, as soon as possible, to an officer of the Town, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
2. Gratuities – Compensation paid to the employee in accordance with the Pay Schedule, and reasonable expenses as approved by the Town Manager, shall constitute the sole remuneration for services rendered by an employee in the discharge of Town duties. No additional reward, gift or other form of remuneration shall be accepted by any employee for the discharge of their Town duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

Personal gains may result not only in cases where an employee or relative has a significant ownership in a firm with which the Town does business, but also when an employee or relative receives any “kickbacks”, bribes, substantial gifts or special consideration, as a result of any transaction or business dealings involving the Town.

- E. Confidentiality: Many Town employees have access to confidential information pertaining to persons or property in the town. Employees must not use this privileged information to their private advantage or to provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information which is required under the "Right to Know" law, 1 MRSA Sections 401-410 ("FOAA"). Only Town-designated public access officer(s) are authorized to and charged with the responsibility of releasing information pursuant to under the scope of FOAA. Any FOAA request must be transmitted to and handled by a designated public access officer.

ARTICLE VII - WORKWEEK - OVERTIME

- A. The regular workweek for payroll purposes begins on Monday and ends on Sunday. The hours of work (starting times, quitting times, lunch times and overtime) will be established within each department subject to the Town Manager's approval. The hours of work may be changed by mutual agreement of the Department Supervisor and Department's staff, subject to the Town Manager's approval.

- B. Work hours for all employees will be scheduled by the employee's immediate supervisor.

- Payroll Policy – All employees will be responsible for submitting a bi-weekly electronic time sheet, which must be approved by their department managers. The electronic time sheets of the department heads will be approved by the Town Manager or his/her designee. This policy does not apply to Public Works, Public Safety, and seasonal employees, who are required to provide signed timesheets on the Town's standard timesheet form. Public Safety employees must log the number of hours worked into the Emergency Reporting System.

Repeated failure of any employee to submit time sheets could result in disciplinary action.

An employee who works unauthorized overtime will be paid for time worked but may be subject to discipline for working without authorization.

The Department Head or his/her designee must approve the time sheets for his/her department personnel. Employees who expect to be out of the office due to vacations and other planned absences will turn in time sheets to their Department Head before leaving. If the absence is unexpected (sick leave or bereavement leave for example), then the time sheets will be completed by the Department Head to the best of their knowledge and any adjustments will be made on the next week.

- Administrative – The Town takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor. The employee should then contact the Town's Human Resource Officer so that all issues can be researched, and any corrections can be made as quickly as possible.

- C. Exempt employees will be expected to work as many hours as necessary to fulfill the duties of their position. There is an expectation that exempt employees will be at work during open office hours for Town Office Staff, except for the late hours on Tuesdays.
- D. Employees not exempt from the Fair Labor Standards Act (FLSA) shall receive overtime pay after forty hours of actual work per week. At the discretion of the Town Manager, any such overtime may be compensated for with compensatory time. (See Section E. below). For the purpose of Public Works ~~and Maintenance~~, employees will be paid overtime for time worked after their normal daily scheduled hours. All overtime shall be paid at the rate of one and one-half times the employee's normal rate of pay. For the purposes of overtime calculation, holiday and vacation time will be considered time actually worked, ~~with the exception of floating holidays~~. In accordance with FLSA, temporary summer Recreation employees are exempt from overtime.
- E. Compensatory Time: Under certain prescribed conditions, employees of State and Local government agencies may receive compensatory time off for overtime hours worked (as defined as hours over 40 hours per week), at a rate of not less than one and one-half for each overtime hour worked, instead of cash overtime pay. Fire protection and emergency response personnel and employees engaged in seasonal activities may accrue up to 480 hours of comp time; all other state and local employees may accrue up to 240 hours. An employee is permitted to use compensatory time ~~on the date requested unless doing so would "unduly disrupt" the operation of the Town~~ which will be scheduled, like vacation time, ~~at such time or times as shall be mutually agreeable to the employees and their supervisors~~. During periods of slow or low work the Town reserves the right to require employees to use compensatory time.
- F. Regular Work Hours: Due to the wide variety of services provided by the Town, hours per week between departments and employees ~~also~~ vary. Management reserves the right to change the workday or workweek for the purpose of promoting the efficiency of the municipal government; from establishing the work schedule of the employees and establishing part-time positions. In the event schedules dictate a condensed workweek, with daily hours exceeding 8 hours, accrued time paid will be paid allocated by hours equal to daily set scheduled hours (not to exceed 10 hours). Accrued time earned is accumulated hourly and time used will be allocated on an hourly basis.
- G. Storm Closing Policy: It is the general policy of the Town for the Town Office and all other municipal offices to remain open for business except during extreme weather events. During an extreme weather event, the Town Office may be closed under the following process:
- The Town Manager is the person charged with making a determination about closing the Town Office. In general, the Town Manager will attempt to make this decision before 6:00am on the morning of a storm. The Town Manager will call the Town Clerk who will begin the process to post the actions that effect any business hours closing or delay of opening on the Town's website, Facebook page, electronic sign, WCSH 6 and WGME 13. Also, employees will receive either a text message or a phone call (for those without the means to text).

All full-time and regular part-time Town Office employees scheduled to work on a day when the Town Office is closed due to storm will receive their regular pay for that day. If the Town Office is closed early or has a delayed start, all full-time and regular part-time Town Office employees will be paid for the hours they were scheduled during the closure. Exceptions to this are when an employee:

- Is out due to a previously scheduled vacation or personal time;
- Has called out sick prior to the Town Office being closed; or
- Chooses to go home prior to the Town Office being closed.

In the case of these exceptions the employees will use their vacation or accrued time to cover the time off.

Closing the Town Office will be the exception rather than the rule. Except for extreme weather events, the Town Office will remain open. However, if a Town Office employee believes it is unsafe for them to drive to work or to remain at work, the Town Manager will permit that person to stay home or go home. This is an allowable reason for not being at work and employees may use vacation or comp accrued time for these instances.

- H. Breaks: Non-exempt employees are entitled and required to take a 30-minute meal break every workday and may not in any case work more than 6 hours without taking such break. If you would prefer not to use your 30-minute meal break, you may be asked to sign a written waiver acknowledging that you are entitled to this meal break, but you have elected not to use it. It is your responsibility to accurately record all time actually worked. Lunch breaks are unpaid if extended time away from your job. Employees will need to adjust their timecard to reflect the time away..
- I. Lactation Breaks: Pursuant to 26 MRSA §601, in addition to the breaks required by law, the Town will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for a nursing child. The Town will make reasonable efforts to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. The Town will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

ARTICLE VIII - ATTENDANCE

Regular attendance at work is an essential function of all Town positions. Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be absent from work to see that their immediate supervisor is advised of the reason for such absence, not previously arranged for, if possible, within two (2) hours of the beginning of the starting time of his/her work day.

ARTICLE VIII IX - HOLIDAY

- A. Subject to these rules, the following holidays shall be paid holidays for ~~regular fulltime~~ full-time Town employees:
1. New Year's Day;
 2. Martin Luther King's Birthday;

3. Presidents' Day;
4. Patriots' Day;
5. Memorial Day;
6. July Fourth;
7. Labor Day;
8. Indigenous People's ~~Columbus~~ Day;
9. Veterans Day;
10. Thanksgiving Day;
11. The day after Thanksgiving Day;
12. Christmas; and
13. One personal holiday.

- B. Holiday privileges are available to full-time and regular part-time employees.
- C. If a regular holiday falls on a Sunday, the following Monday is considered a holiday. For employees who work any variation of a Monday thru Friday regular schedule, any legal holiday falling on a Saturday is observed on the preceding Friday. Any legal holiday falling on a Sunday is observed on the following Monday, following the State of Maine's posted Holiday Schedule.
- D. A person on a leave of absence without pay shall not be entitled to holiday pay.
- E. When occasion warrants, employees may be required to work on a holiday. Employees working on a holiday shall receive time and a quarter half pay for time actually worked plus the applicable holiday pay. If the holiday also represents an overtime shift, the employee shall be paid time and three quarters for time actually worked plus the applicable holiday pay. (12/20/2005)
- F. Exempt employees will receive a normal day's pay for the holiday at their regular rate of pay for hours normally worked. Holiday benefit not to exceed 8 hours unless the set schedule by the Department Head dictates longer scheduled hours during a holiday week (not to exceed 10 hours.)
- G. Employees not scheduled to work on a holiday will have the holiday time credited as vacation time, and such time and usage will be governed by the Town's Vacation Policy in Article X.

ARTICLE ~~IX~~ - VACATION

Beginning January 1, 2025, vacation time will be allotted as described below.

The transition from the accrual of hours to allotment will be as follows:

- Employees will be allowed to carry forward up to 2 weeks based on regularly scheduled hours per week (up to 80 hours).
- Employees with more accrued hours than the total of their new allotment plus 2 weeks will receive a check for half the difference.

Vacation privileges are available to full-time and regular part-time employees subject to the following conditions:

- A. Each full-time employee shall ~~earn~~ be allotted vacation with pay on the following basis on January 1st each year of employment based on the employee's regularly scheduled hours per week: ~~Vacation pay will accrue at the rate of 1 day per month employed for the first 3 years; 1 ¼ days per month worked after 3 years; 1 ½ days per month worked after 10 years; and 1 ¾ day per month worked after 15 years.~~
 - 1. Date initially hired – 2 weeks (up to 80 hours)
 - 2. After first January – 3 weeks (up to 120 hours)
 - 3. After 5 years – 4 weeks (up to 160 hours)
 - 4. After 15 years – 5 weeks (up to 200 hours)
- B. Each regular part-time employee shall be allotted vacation with pay on the same basis as full-time employees above with the hours prorated to their regular schedule.
- C. ~~Earned vacation benefits will be based on normal day's hours.~~
- D. Vacations will be scheduled at such time or times as shall be mutually agreeable to the employees and their supervisors. Due consideration will be given to an employee's seniority in regard to scheduling vacations.
- E. Vacation time will be ~~allowed to accumulate to a maximum of 152 hours and will be~~ paid to employees upon retiring, resigning voluntarily and leaving in good standing, or through other means of separation in good standing, or to a beneficiary or estate upon death.
- F. Vacation time will not be approved for periods of more than two weeks, except ~~in an emergency situation not of the employee's making. All exceptions must be approved~~ with approval by the Town Manager.
- G. Vacation leave shall ~~accrue~~ be allotted from the date of hire; however, employees shall not use vacation benefits until they have completed their first 6 months of employment.
- H. Employees may receive their vacation pay prior to the start of their vacation, but must advise the town Treasurer, in writing, at least ten (10) days in advance.
- I. Employees may not borrow or use vacation in excess of their accrual at the start of the vacation period.
- J. If an employee resigns voluntarily with less than two weeks' written notice to the Town, he or she will be regarded as not leaving in good standing and all accrued vacation leave will be forfeited as a result of the failure to give notice. If there are extenuating circumstances for the resignation without notice or by mutual agreement, the forfeiture may be waived at the discretion of the Town.
- K. An employee may cash out a maximum of 40 hours of vacation time annually with an approved written request which can be in the form of an email and signed by the Town Manager, submitted by November 15 each year.

- L. At the end of each calendar year, an employee can carry over to the next year vacation time not to exceed 2 weeks based on the employee's regularly scheduled hours (up to 80 hours). Any extension beyond this amount shall be approved by the department head and the Town Manager. As the Town believes it is in the best interest of both the Town and employees for vacation time to be taken each year, no extension may be granted by the department head and the Town Manager unless a specific use of the additional accumulated time has been identified. Any unused vacation time over the 80 hours (or any extension granted) shall be forfeited.

ARTICLE XI - SICK LEAVE

- A. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position unless the employee is capable of other work and assigned to such other work; or for personal medical or dental appointments; or to care for members of his/her immediate family affected by serious illness.
- B. Sick leave accrual for full-time employees shall accrue at the rate of one work day, not to exceed 8 hours, for each full calendar month of service to a maximum of sixty (60) working days or up to 480 hours. If an employee accumulates 480 hours, the accrual will stop until sick leave is used (NOTE: Beginning January 1, 2025, any employee with more than 480 hours of sick leave will be grandfathered and will not accrue more sick leave until the total is less than 480). For the purpose of this section, the first month of an employee's service shall be counted as a full month if employment begins on or before the 15th day of the month.
- C. Full-time and Regular part time employees shall be eligible to use sick leave after thirty (30) calendar days of service with the Town.
- D. The employee must work thirteen (13) or more full work days in that month to earn sick leave for that month.
- E. Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion but shall be allowed for the necessity arising from actual sickness or disability of the employee, unless there is a known illness that requires more time off following CDC recommendations.
- F. After using three successive days of sick leave, the employee shall furnish the Town with a certificate from his/her attending physician.
- G. ~~Absences for a part of a day that are chargeable to sick leave shall be charged proportionately in an amount not smaller than one-half (1/2) day.~~
- H. The Town Manager shall review all sick leave records periodically and shall investigate any cases which indicate abuse of the privilege, including but not limited to patterns of leave, usage around holidays or weekends and the like. Abuse of sick leave privilege shall be cause for discipline.

- I. Sick leave shall under no circumstances be bought back.
- J. The department head shall be notified of an employee's sick leave absence as close to the start of the work shift as possible.
- K. Employees shall be expected to call on each day of absence. Failure to report shall be justification for disallowing sick leave for that day.
- L. Sick leave will not be used to extend vacation time or create holiday weekends.
- M. An employee taking extended leave for one's self or care for a qualifying member under FMLA/MFLMA must use accrued sick leave. An employee who is absent for illness or health reasons that do not qualify under FMLA/MFLMA must use accrued sick leave.
- N. An employee may donate up to 40 sick hours of sick leave per year to a sick leave bank to be used as needed for major illness of any contributor. ~~An employee must donate to the program by June 30th in order to be eligible during the following fiscal year. of a co-worker. The employee must maintain a minimum of 80 hours of sick leave before they can donate. The sick leave bank will be overseen by the Town Manager and HR Director.~~
- O. Upon an employee's separation in good standing status with the Town, the employee shall be paid up to ½ of all accumulated sick leave. In no case shall the employee be paid more than 240 hours of pay.

ARTICLE XII – MAINE EARNED PAID LEAVE

Employees may use up to forty (40) hours of accrued sick leave each calendar year for the purposes set forth in the Maine Earned Paid Leave (EPL) Act. New employees cannot use sick leave for EPL purposes until they have been employed by the Town for at least 120 days. Employees must give at least 30 days advance written notice of any EPL leave request, unless the leave is used for emergency reasons, and in all cases must be approved by the Town Manager. Employees must designate the purpose or reason for the EPL leave request, such as vacation, personal, sick, bereavement, etc. and abide by the terms of this Personnel Policy for any such leave request. (Pursuant to 26 MRSA §636 – Earned Paid Leave).

ARTICLE ~~XI~~ XIII - LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE.

An employee may be excused from work for up to ~~three (3)~~ five (5) work days because of death of a spouse/domestic partner, child or parent; and three (3) work days because of death in the immediate family as defined in his/her immediate family, as outlined below, and shall be paid his/her regular rate of pay for scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

For purposes of this article only, immediate family is defined to mean ~~spouse, parents, children,~~ brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren.

One (1) work day may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

B. LEAVE WITHOUT PAY.

If not eligible for FMLA, an employee may be granted a leave of absence without pay, granted by and at the discretion of the Town Manager, for a period deemed necessary by the employee for the purpose of the leave. Unless otherwise determined by the Town, the maximum unpaid leave of absence will not exceed sixty (60) calendar days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of a leave, granted at the discretion of the Town Manager. Continued absence without having arranged for an extension of leave may be deemed a resignation from employment. Employees may choose to continue health benefits for the duration of the leave by assuming the full cost of premium. Vacation and sick leave will not continue to accrue during the leave. Any accrued time earned is expected to be used during leave approved under this provision.

C. FAMILY AND MEDICAL LEAVE.

SEE APPENDIX A.

Maine Paid Family and Medical Leave (PFML): The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee and the Town. Benefits are scheduled to become available on May 1, 2026. Employee eligibility and benefits shall be as provided under the law.

D. Leave for Victims of Domestic Violence

1. In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:
 - a. Prepare for or attend court proceedings,
 - b. Receive medical treatment, or
 - c. Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.
2. You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon:
 - a. Whether your absence will create an undue hardship for the Town,

- b. Whether you requested leave within a reasonable time, and
 - c. Whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.
3. If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on leave. You will not be discriminated against for taking or asking for leave.

ARTICLE ~~XII~~ XIV - JURY DUTY

The Town shall pay to an employee called for jury duty, for a period of up to 4 weeks, the difference between his/her regular pay and juror's pay provided the employee presents an official statement of jury pay received. The Town shall pay an employee called for jury duty the difference between his/her regular compensation for the duration of the employee's service and any pay received from the court for juror's pay. Employees must provide records of the jury pay and mileage be to the Town so that this payment may be made promptly.

ARTICLE ~~XIII~~ XV - ARMED FORCES AND NATIONAL GUARD DUTY

The Town shall pay to any ~~regular~~ full time employee his/her regular pay during any annual activity requirement not to exceed two weeks total per year. A copy of the "orders" must to be provided to the Human Resource Director demonstrating the employee is being called to Active Duty.

ARTICLE ~~XIV~~ XVI - RETIREMENT

At the June 11, 2024, Town Meeting the Town voted:

ARTICLE 25: Referendum Question W: To see if the Town of Raymond will vote to change its plan with the Maine Public Employees Retirement System (MainePERS) to add coverage for full-time, non-union employees effective September 1, 2024, and:

- a) To offer Regular Plan AC to its regular, full-time, non-union employees who are paid at least 1,664 hours per year between paid vacation, paid holiday, and paid sick time effective September 1, 2024; and
- b) To continue to offer Special Plan 3C to its regular, full-time firefighters and emergency medical services employees who are paid at least 2,080 hours per year between paid vacation, paid holiday, and paid sick time; and
- c) To exclude all other employees, including all other elected/appointed officials, from participating in MainePERS; and

- d) To allow its newly eligible employees who are currently employed by the Town on September 1, 2024, who elect to join MainePERS on September 1, 2024, the option to purchase prior service upon the employee's full payment of all associated costs. The Town will not participate in the purchase of prior service and so employees who wish to purchase prior service are responsible for paying the full liability associated with this service; and
- e) To authorize the Town Manager or the Select Board Chair to sign the amended agreement between the Town and the Maine Public Employees Retirement System.

Eligible employees were given the choice of changing to the MainePERS retirement OR continuing to participate in and contribute to Social Security, and to continue to participate in the Town's retirement 457K plan (if they had elected to do so).

- A. ~~All town employees will participate in and contribute to Social Security.~~
- B. All employees who do not choose to participate in MainePERS will participate in and contribute to Social Security and will be eligible to participate in the Town's matching 457K retirement plan. Full-time employees' contribution will be matched by the Town based on the following table:

<u>Years of Employment</u>	<u>Employer Match of Gross Wages</u>
During 0 – 6 months	0%
During 6 months –year 2 <u>4</u>	3 <u>5</u> %
During year 3	4 %
During year 4	5 %
During and after year 5	7% (maximum rate)

- C. Beginning January 1, 2025, all newly hired employees will have a one-time choice whether or not to participate in MainePERS. Any who chooses not to participate in MainePERS will be eligible to participate in the Town's matching 457K retirement plan as outlined.
- D. Any employees who participate in MainePERS may request to have some of their automatic deposit added to the Town's 457K plan with no matching funds from the Town of Raymond.

ARTICLE XVII – WORKERS' COMPENSATION

- A. All Town employees are covered by Workers' Compensation Insurance. All injuries, no matter how minor, occurring during the working hours must be reported to the Employee's immediate supervisor and a written report must be made as soon as possible.

In an emergency call 911 for medical assistance. All other instances involving an on-the-job accident/injury, the employee will be directed to visit the Town specified preferred provider.

- B. Transitional Work Policy: It is the goal of the Town to assist injured employees to return to the position they held at the time of their injuries, which will be referred to as Regular Work. To that end, the Town may make available to injured employees specific assignments of “Transitional Work” and may make Transitional Work available for a reasonable time, to be determined in light of the nature of the employee’s Regular Work and the Town’s operational needs for accomplishing the Regular Work.

ARTICLE XVIII – HEALTH, DENTAL AND LIFE INSURANCE

Employees will be eligible to participate in the Town’s health, dental, short-term disability, long-term disability, and life group insurance programs. The Town will pay 100% of the cost of individual health insurance and the short-term disability coverage. Family health insurance coverage will be paid at a rate of 85% Town, 15% Employee match for eligible employees. Employees eligible to receive this benefit must work 30 or more hours on average per week. All other employees who average greater than 16 hours per week for the previous year will be allowed to participate in either program at their own cost.

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 the family plan and the 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 toward 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).~~

The Town reserves the right to change eligibility requirements, group plan, carrier and/or contribution levels at any time, with reasonable notice to participants.

ARTICLE XVII-XIV- DISCIPLINARY PROCEEDINGS

- A. PURPOSE. All Town employees are expected to maintain a high degree of professionalism, responsibility, loyalty and adherence to the duly adopted programs and policies of the Town. Employees who fail to maintain these standards, or who fail to comply with the provisions of this Personnel Policy, may be subject to discipline up to and, in cases of substantial or repeated failure to adhere to these standards or the provisions of this Personnel Manual, including discharge.
- B. CATEGORIES. The following categories of discipline apply to all employees. Disciplinary measures need not be imposed in the order set out below, and the Town reserves the discretion to move to or impose greater discipline. Appropriate discipline will be determined in light of the circumstances of each case.

1. Verbal warning – Normally intended to point out to an employee relatively minor or isolated instances of unsatisfactory job performance which, if repeated or continued, might lead to a more serious level of discipline.
2. Verbal reprimand – Normally intended to point out to an employee a relatively serious breach of job performance standards which, if repeated, shall lead to a more serious level of discipline.
3. Written warning or reprimand – Intended as a formal record of repeated unsatisfactory job performance (warning) which, if continued, is likely to result in jeopardy to the employee's prospects for advancement, pay increase or continued employment; or as a formal record of serious breach of duty or failure to meet job performance standards (reprimand) which, if repeated, will result in jeopardy to the employee's advancement, pay increase or continued employment.
4. Suspension – Suspension from employment, with or without pay, shall be utilized only in those cases involving significant and serious breach of duty or standards by an employee, where active employment by the employee should not continue until such time as the Town Manager is satisfied that the recurrence of such breach is unlikely. Suspension is different from administrative leave with pay pending investigation, which is not disciplinary in nature. The Town reserves the right to place employees who are accused of misconduct on administrative leave with pay pending the outcome of the investigation.
5. Demotion. When the conduct at issue indicates that the employee should not continue in his or her present position but may be permitted to continue employment at a lower level of pay, position and/or responsibility, the employee may be demoted to a lower position if a vacancy exists or the Town otherwise determines that a demotion is feasible and appropriate. In the event of a proposed demotion, the employee will be provided with notice of the basis for the proposed action and an opportunity to be heard in response to the proposed action prior to the planned effective date.
6. Discharge from Employment –When discharge from employment is recommended by a supervisor or department head and/or considered by the Town Manager, the employee involved shall be entitled to prior written notice of the basis and explanation for the recommendation. The employee will be provided an opportunity to meet with and present a response to his or her supervisor and/or department head or, if the department head or supervisor has made the recommendation, to the Town Manager. The meeting shall be informal, with the purpose of providing an opportunity for the employee to provide a response to the proposed recommendation, including additional relevant information and any mitigating or extenuating circumstances or factors. The department head or supervisor or the Town Manager, whichever met with the employee, shall issue a written decision promptly, with a copy to the employee. The final decision may be discharge, lesser discipline or no discipline. The employee will remain employed through the date of the final decision and until the effective date stated in the decision.

- ~~7. Appeal of Disciplinary Action in Event of Suspension, Demotion or Discharge. An employee who has been suspended, demoted or discharged shall have the right to appeal the disciplinary action taken against him or her to the . Such appeal will be given in writing to the Town Manager. The employee making an appeal shall have seven (7) days to submit an appeal after having received notice of disciplinary action against him or her. Once an appeal is received, the shall schedule a hearing within thirty (30) days to consider such appeal. At the time of any review by the the employee shall have the right to be present, to be represented by counsel, may call witnesses and present any reasonably relevant evidence in his or her behalf. The Town Manager shall also have the right to be present, may call witnesses and present any reasonably relevant evidence supporting the disciplinary action taken against the employee. The shall issue a written decision on the basis of their review, within thirty (30) days thereafter. In the event the fail to issue a decision within thirty (30) days, the appeal will be considered denied.~~
8. Application – This Section does not apply to an employee who is on initial probation. Probationary employees may be disciplined or discharged at any time during the probationary period without notice or opportunity to be heard and for any reason.

C. EMPLOYEE PERSONNEL RECORDS.

1. Employee Records – The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume and records of training, documentation of performance evaluations, disciplinary actions, salary increases and other employment records.

Personnel files are the property of the Town and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Town who have a legitimate need to know specific information in a file are allowed access.

Employees who wish to review their own file should contact the Town Manager. With reasonable advance notice, employees may review their personnel files while in the presence of the Town Manager or an individual appointed by the Town Manager.

2. Personal Data Security – The Town recognizes the importance of maintaining the security of personal information and therefore complies with all laws regulating the retention of such information. For purposes of this policy, "personal information" is defined as a person's name, in combination with the person's Social Security number, driver's license or state-issued identification number, financial account number, or credit or debit card number. Personal Information may be found in printed documents and hard files and may also be collected, accessed and stored electronically. Personal Information is covered by this policy whether it is printed or electronically stored.

Employees are required to take all reasonable measures to limit access to personal information, and to limit collection or retention of Personal Information, to only what is reasonably necessary to accomplish legitimate purpose for which the Personal Information is collected, stored or accessed. Further, employees are required to

comply with all information security laws and regulations and any other policies and programs adopted by the Town to comply with the Town's obligations to maintain the security of Personal Information.

ARTICLE ~~XVIII~~ XX - GRIEVANCE PROCEDURES

Should an employee feel aggrieved concerning the interpretation, meaning, or application of any provisions of the Town's personnel rules, regulations and policies, he/she shall submit the details of such grievance in writing to his or her immediate supervisor or the Town Manager. Within fourteen (14) calendar days thereafter, the supervisor or Town Manager shall meet with the employee and others designated by them for the purpose of discussing the grievance. In all cases the decision of the Town Manager shall be final.

ARTICLE ~~XIX~~ XXI - POLITICAL ACTIVITY

Employees shall refrain from seeking or accepting nomination or election to any office in the Town government that would conflict with the duties of their position as a Town employee. Employees may not use their office or employment in any way for or against any candidate for elective office in the Town government. This policy is not to be construed to prevent Town employees from becoming, or continuing to be, members of any political organization, attending political meetings, expressing their views on political matters, holding a political office, running for political office, voting with complete freedom in any election or engaging in the exercise of other protected political rights.

ARTICLE XXII – SOCIAL MEDIA

The Town recognizes that social media can be a valuable way to market its business. Social media consist of websites like Facebook, Twitter, Instagram, LinkedIn, Snapchat, Reddit, TikTok, blogs, or any other site where one posts or communicates information in a public or quasi-public Internet forum.

The Town's own social media presence is the responsibility of the Town Manager, who may ask certain employees to assist in creating or maintaining the Town's social media profiles. An employee may act on behalf of the Town in the social media context only with express authorization from Town Manager. Any and all content created for the Town social media accounts and the accounts themselves are property of the Town. the Town has ultimate discretion over the content posted on its social media accounts and may remove or alter content at any time. This policy also applies to the Town's website.

The Town understands that employees are free to create and maintain personal social media profiles during non-work hours and on non-work equipment. Employees generally may not use social media websites on Town information systems or during work time unless authorized to do so by a supervisor. Any employee found to be in violation of these rules may be subject to disciplinary action.

Town employees are prohibited in making social media posts on the towns or their personal social media sites that may be considered inappropriate or derogatory to the town.

ARTICLE XXIII - RESIGNATION

- A. Sufficient notice: To resign in good standing, employees must submit resignations in writing at least ten (10) working days in advance of the effective date of their resignation.
- B. Quitting without sufficient notice: Any employee who quits without sufficient written notice will be regarded as leaving not in good standing and may forfeit accrued vacation pay and prorated sic pay, as provided in Article X of this Policy.

ARTICLE ~~XXI~~ XXIV – EMPLOYEE REFERENCES

The Town does not provide substantive employment references. Information provided to prospective employers of former Town employees will be limited to dates of employment and any other information that the town is legally required to provide under Maine's Right to Know law. This information will be provided by the Town Manager or a designated employee only.

ARTICLE ~~XXII~~ XXV - DRUGS AND ALCOHOL IN THE WORKPLACE

The Town strives to maintain a safe workplace and thus prohibits drug activity while on Town premises or otherwise working on behalf of the Town. The use of drugs or other controlled substances threatens the entire Town environment and will not be tolerated. This policy applies to every Town employee. Employees are not permitted to use, sell, transfer, possess, or be under the influence of alcohol or drugs while on the Town's premises, on work duty, and on breaks.

The Town recognizes that there are state laws that decriminalize the use of marijuana for recreational and medical purposes. However, marijuana is still an illegal substance under federal law. Employees are not permitted to use, sell, transfer, possess, or be under the influence of marijuana in any form, or to be under the influence of marijuana, while on the Town property, on work duty, and on breaks. An employee may be presumed to be under the influence of marijuana if they have ingested marijuana in any form within two hours of starting work. Furthermore, employees must ensure that their persons and effects do not emit the odor of marijuana (or any other illegal drug or alcohol) in the workplace.

~~Employees are prohibited from reporting to work or performing any job-related activities, on or off Town premises (including parking lots), while under the influence of any unlawful controlled substance. An unlawful controlled substance is any drug that is unlawful under federal, state or local law, including marijuana, as well as any drug that, though available legally, has been obtained illegally.~~ Employees are also prohibited from being under the influence of, or impaired by, alcohol or any other substance (including, but not limited to, any prescription or over-the-counter medication) that impairs the employee's job performance or poses a hazard to the safety and welfare of the employee, the public, the Town, or other employees.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. If any medication may reasonably impair an employee in the performance of their duties, they should contact the Human Resources Director. Operating a Town-owned vehicle or personal vehicle for Town purposes under the influence of alcohol or drugs is a serious offense and will be grounds for termination.

~~This policy does not prohibit the use or possession of a controlled substance in accordance with a valid medical prescription issued to an employee by a licensed physician, provided that use of the prescribed medication does not impair an employee's ability to perform his or her job duties safely and effectively. Employees may not, however, use or possess marijuana on Town Property, even if prescribed by a licensed physician. If an employee is unable to perform his or her job duties safely and effectively while taking a prescribed medication, the employee may be reassigned or, if no suitable position is available, may be placed on a leave of absence.~~

The guidelines above apply to all employees. Any complaints or conflicts should be directed to supervisors and management. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

A. ALCOHOL AND DRUG TESTING PROCEDURES AND PROTOCOL

Employees are subject to alcohol and drug testing pursuant to 26 M.R.S.A. § 681 (8)(c). The procedures and protocols for such testing are kept with the testing facility and with the Town's HR Director.

ARTICLE XXIII XXVI - ANTI-HARASSMENT POLICY PROHIBITION OF HARASSMENT, DISCRIMINATION, AND RETALIATION

It is the policy of the Town that all our employees should be able to work in an environment free from all forms of illegal harassment. 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 based on sex, sexual preference or orientation, religion, age, ethnic origin, color, physical or mental disability, genetic information and history, Veterans status, whistleblower activity or any other status or characteristic protected by law will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of illegal harassment.

Derogatory or vulgar comments regarding a person's sex, sexual preference or orientation, religion, age, ethnic origin, color, physical or mental disability, Veterans status, whistleblower activity or any other status or characteristic protected by law, including 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 discrimination or harassment should report the alleged conduct to the Town Manager or other appropriate management. Management is considered 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.

The Town also prohibits unlawful retaliation against any employee. Forms of retaliation may include termination, threats, or discipline, other forms of reprisal, intimidation, or discrimination against an employee due to that person's participation in activities protected by law and including whistleblowing or taking legally protected leave time.

Employees are always encouraged to bring such concerns to the attention of the Town. Any employee that believes they have been the target of retaliation should report that to the Town pursuant to the Internal Complaint Procedures set forth below.

A ~~discrimination~~ complaint alleging discrimination, retaliation, or harassment on the basis of sex, race, color, sexual orientation, physical or mental disability, religion, age, ethnicity, genetic information or history, national origin or any other status or characteristic protected by law and subject to the jurisdiction of the Maine Human Right Commission may also be submitted to the Maine Human Rights Commission at any time within 300 calendar days of the alleged discriminatory incident. It is not required that any of the above procedures be utilized first or in any sequence, nor is it required that any procedure be exhausted before the other is used.

ARTICLE ~~XXIV~~ XXVII - 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~~ any harassment. The Town of Raymond will not accept any form of physical, verbal, actions that can create a hostile work environment or sexual harassment by supervisors, coworkers, 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.

Examples of sexual harassment include but are not limited to 1) repeated unwelcome sexual flirtations, advances, or propositions; 2) slurs, jokes, or other language that is sexually oriented; 3) graphic or sexually degrading comments about an individual or his or her appearance; 4) the display of sexually suggestive objects or pictures; and 5) offensive physical contact. the Town will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors);
- Physical (for example, assault or inappropriate physical contact);

- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures); or
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive.

~~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; or~~
- ~~• 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. Note that the conduct described need not occur at work in order to be considered harassment. Even conduct or conversations that take place "off hours" may implicate this policy. Sexual harassment is not permitted regardless of where it occurs if it contributes to a hostile or offensive work environment. Communications that take place via electronic media can constitute or contribute to harassment.

Sexual harassment can be perpetrated by a man or a woman and can occur between members of the same sex.

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, Human Resources, or any member of the Select Board. Any employee who feels that he/she is the victim of sexual harassment initiated by their supervisor should immediately report the matter to the Town Manager or Human Resources. Any employee who feels that he/she is the victim of sexual harassment initiated by the Town Manager should immediately report the matter to the Chair of the Select Board. (Note: All Department Heads shall be considered managers or supervisors. In the Fire/Rescue Department, management shall include the Fire Chief and all Deputy Fire Chiefs. No other officers or supervisors in the Fire /Rescue Department are authorized to act on reports of harassment but are required to report any such instances to the Town.

The Town 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 Select Board. 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. Any employee that believes they have been the target of harassment, including sexual harassment, must report that to the Town pursuant to the Internal Complaint Procedures set forth below. Employees may also report illegal harassment, including sexual harassment, to:

Maine Human Rights Commission
51 State House Station
Augusta, ME 04330
(207) 624-6290

A discrimination complaint alleging harassment on the basis of sex, sexual orientation or sexual harassment may be submitted to the Maine Human Rights Commission at any time within 300 days of the alleged discriminatory incident. It is not required that any of the above procedures be utilized first or in any sequence, nor is it required that any procedure be exhausted before the other is used.

Retaliation Prohibited

Employees should feel free to report concerns about sexual harassment without any fear of reprisal. Any person who brings a sexual harassment complaint or concern will be protected from retaliation in any form, and should report any retaliation immediately to any supervisor or the Town Manager.

In addition, the Town also encourages employees to report other conduct which affects the workplace and working conditions, including harassment based on any other protected category, such as race, national origin, age, sex, and whistleblowing reports. Harassment under such circumstances is prohibited. All such complaints will be addressed and, if necessary, appropriate action will be taken. Employees who report such conduct will be protected from retaliation in any form, and should report any retaliation immediately to any supervisor or the Town Manager. All complaints of retaliation will be investigated and prompt remedial action will be taken.

ARTICLE XXV III - WORKPLACE ~~VIOLENCE~~ SAFETY

All employees have the right to work in an environment free of physical violence, threats and intimidation. The Town's position is that violence is a form of serious misconduct that undermines the integrity of the employment relationship. No employee should be subject to unsolicited and physical violence, threats or intimidation. Such behavior may result in disciplinary action, up to and including dismissal.

The Town has a strong commitment to its employees and citizens to provide a safe, healthy and secure work environment. The Town also expects its employees to maintain a high level of productivity and efficiency.

Under Maine law, an employee may possess a firearm on Town property in parking lots designated for employee use or in a personal vehicle used by an employee to drive to work only if the employee strictly complies with the following requirements:

1. The employee must have a valid permit to carry a concealed firearm under Title 25, chapter 252 of the Maine Revised Statutes or otherwise be licensed to possess a weapon under applicable state law;
2. The firearm must be kept in the employee's vehicle and the vehicle must be locked; and
3. The firearm must not be visible.

All weapons or other dangerous or hazardous devices not kept in strict compliance with this policy are strictly prohibited on Town premises, in Town vehicles, in parking lots designated for employee use, or in a personal vehicle used by an employee to drive to work.

Any violation of this policy will result in disciplinary action up to and including immediate discharge.

Reporting an incident of Violence:

Employees who are victims or witnesses to violent incidents should immediately report such conduct to their supervisor or Town Manager. No employee who reports an incident of violence or threatening conduct or participates in an investigation of such an incident shall be subject to retaliation.

ARTICLE ~~XXVI~~ XXIX – SAFETY & USE OF TOWN-OWNED VEHICLES

A. The Town requires all employees to complete mandatory safety training that complies with Federal (OSHA), State and local requirements. Each Department Head is required to ensure the proper training for each of their employees. Written proof, signed by the employee and Department Head/Certified Training Authority or a valid Certificate of course completion, shall be required for all training, and will be added to each employee's Personnel File. Employees are expected to abide by all safety rules and regulations, which shall be posted on bulletin boards, announced at staff meetings or otherwise communicated by the Town. An employee's failure to comply may result in disciplinary action and/or termination. It is mandatory that all employees wear the appropriate protective clothing and equipment as listed below based on their position within the Town. The list provided is to outline some examples and is not exclusive of what may be considered appropriate protective clothing and equipment: steel toe boots, eye and ear protection, head protection, seat belts as required by State of Maine law, and reflective safety vests.

B. Smoking Policy

Smoking, including the use of electronic cigarettes (vaping), is not allowed in any Town workplace. It is the policy of the Town to comply with all applicable federal/state laws, and local ordinance regarding no smoking in the workplace and in public areas. The Town of Raymond further prohibits smoking tobacco in town vehicles.

C. Phone Usage

Phone use is limited to business matters during working hours. Employees are allowed to use cell phones for personal use only during breaks and should not be on the phone during working hours. Supervisors/Managers, however, are entitled to phone usage throughout the day as long as it is related to Town matters, and not for personal matters. Cell phone usage is prohibited while on machinery regardless of employee or supervisor/manager status. Failure to abide by these regulations will result in disciplinary action up to and including termination.

Phone Usage in Vehicle

The Town is committed to protecting employees and others from the hazards that can be caused by use of a cellular telephone while driving, whether for telephone calls, text-messaging, reading or sending e-mail or accessing the Internet. Accordingly, all employees of the Town (including supervisors and management) are required to adhere to the following guidelines:

- a. Employees operating Town vehicles, or operating their own vehicles on ~~company~~ Town business, must pull over to the side of the road when it is safe to do so before using a cellular telephone for any purpose or use an approved hands-free device as required by Maine law.
- b. Employees must adhere to all federal, state and local laws, regulations and ordinances governing the use of cellular telephones while driving. These laws vary from state to state; it is the individual's responsibility to comply with state law.
- c. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.
- d. Employees are always expected to exercise discretion and care while using a cellular telephone and to avoid placing themselves or others at risk.

Violators of this policy will be subject to discipline, up to and including termination.

~~D. Leave for Victims of Domestic Violence~~

- ~~1. In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:~~
 - ~~a. Prepare for or attend court proceedings,~~
 - ~~b. Receive medical treatment, or~~
 - ~~c. Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.~~

~~2. You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon:~~

- ~~a. Whether your absence will create an undue hardship for the Town,~~
- ~~b. Whether you requested leave within a reasonable time, and~~
- ~~c. Whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.~~

~~3. If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on leave. You will not be discriminated against for taking or asking for leave.~~

E. Bulletin Boards/Non-Solicitation

Bulletin boards placed in designated areas provide employees access to important posted information and announcements. The employee is responsible for reading information posted on the bulletin boards. The Town reserves the discretion to remove items from the bulletin board which are inappropriate.

All solicitations for charities, organizations, groups, businesses, services, etc. must be approved by the Town Manager prior to posting. The Town reserves the right to reject any solicitation, in any format, if the Town Manager deems it not in the best interests of the Town. In person solicitation must also be pre-approved by the Town Manager.

F. Use of Town-Owned Vehicles

Certain positions require employee access to Town Owned Vehicles, either during a work shift or on a 24-hour on-call basis. Town employees classified as "Emergency Personnel" or who that may be called in for "Public Safety" work related to ensuring the roads are free and clear of debris and properly maintained in the winter months and Town-owned vehicles identified as "Fire" "Police" or "Public Works" are considered Qualified Nonpersonal Use Vehicles. Use of a "Qualified Non-Personal Use Vehicle", as defined by the Internal Revenue Code, is not a taxable fringe benefit and does not impact the employee's income.

In certain other circumstances, employees may be assigned a Town-owned vehicle and required to commute and use the Town-owned vehicle for official Town business in the course of their employment. These Town-owned vehicle assignments will be based on the following considerations:

- 1) Requirements of the job
- 2) Productivity
- 3) Availability of Town Owned Vehicles
- 4) Cost to the Town

For an employee to be assigned a Town-owned vehicle, the employee must possess a valid Maine driver's license and maintain a safe driving history. Town vehicle assignments are not permanent and will be reviewed annually by the Department Heads and the Town Manager.

Town employees who are assigned a Town-owned vehicle are prohibited from using the vehicle for personal use, other than commuting and de minimis personal use (i.e. stopping on the way to or from work to run an errand). The Finance Director will maintain a list of employees assigned a Town-owned vehicle and whether the vehicle is a Qualified Nonpersonal Use Vehicle.

Except for Qualified Nonpersonal Use vehicles defined above, a \$1.50 per one-way commute (home to work or work to home) shall be includable in the employee's taxable gross income for any Town employee commuting to or from work in a Town-owned vehicle.

The applicable charges will be calculated on a per-pay period basis. Unless the employee demonstrates otherwise, it will be assumed that the employee commuted both to and from work on any given day. This will also be applicable to partial days worked, therefore; \$3.00 per day will be included in the employee's taxable gross wages based on the number of days worked in the prior pay period to include partial days worked. It is also expected that for a scheduled vacation or known qualified event to take sick time exceeding a day, the Town-owned vehicle will remain on site and not at the employee's home.

Except for a Town employee's use of qualified non-personal use vehicle, all employees of the town shall not use or permit the use of a Town-owned vehicle for any purpose other than official town business or de minimis personal use.

ARTICLE ~~XXVII~~ XXX – ELECTRONIC COMMUNICATION POLICY

The Town, in an age of growing technology and electronic communication, implements this policy to clearly define employee expectations and responsibilities.

“System” means all telephones, computers, facsimile machines, voicemail, e-mail, and other electronic communication, copying or data storage systems or equipment leased, owned or in the possession of the Town, including, but not limited to, any computer, computer system, or any storage device or medium that the Town provides to an employee or that is physically or electronically connected to any other part of the System.

“Electronic communication” means all electronic communications, data, software, files, and other information created, modified, located upon, received or transmitted by, or stored upon, any part of the System, including, but not limited to e-mail, voicemail, and Internet usage.

All parts of the System are owned by the Town and/or are provided solely for use in the Town's business activities. All electronic communications are the Town's property. The Town has the right and the ability to monitor and review all electronic communications at

any time without notice to its employees or any other party and for any purpose whatsoever.

Town employees may not use the System, or send, receive, create or store electronic communications upon the System, in a manner that is illegal, disruptive to others, or that interferes with the Town's business activities. All Town employees are prohibited from using any part of the System to harass others, or to download, obtain, display, store, receive or transmit:

- a) Any information that is sexually explicit, obscene, or of a sexual nature, that contains libelous or defamatory material, or that would not be permitted on any bulletin located on Town property;
- b) Any ethnic, racial or religious slurs, or anything that is, or may be construed as, disparagement of others based on race, color, national origin, ancestry, gender, sexual orientation, age, disability, religious or political beliefs, or any other basis prohibited by law; or
- c) The System may also not be used to solicit anyone for any commercial, religious, charitable, or political causes, or for outside organizations. Except as otherwise provided below, the System may not be used for any other purpose that is not related to Town business.

E-mail is used to transmit and receive messages internally and externally on matters of business connected to the Town. The occasional employee use of e-mail with permissible content for personal matters is not prohibited, but is discouraged.

Voicemail is used to leave messages for employees regarding matters of a business nature. Voicemail boxes will occasionally be emptied to free up System space.

Internet usage is to be limited to matters of business connected to the Town. The occasional use of the Internet for otherwise permissible personal matters is not prohibited, but is discouraged. Any downloading of materials or loading of programs/software onto any part of the System without permission from Town technical staff is prohibited.

ARTICLE XXVIII XXXI – TRAINING

All town employees will be required to occasionally take trainings as recommended for their positions and as directed by Maine Department of Labor. Some training will be mandatory and maybe assigned a deadline to complete. The cost of training required for employees will be paid for by the Town. Employees who do not complete mandated training may be subjected to disciplinary actions and it will reflect in merit pay raises decisions.

ARTICLE ~~XXVIII~~ XXXII – INFECTIOUS DISEASE POLICY

SEE APPENDIX B

ARTICLE ~~XXVIX~~ XXXIII – SEVERABILITY AND EFFECTIVE DATE

If any Article, Section or provision of this Policy should be found to be invalid or unenforceable by decision of the courts, only that Article, Section or provision specified in such decision shall be of no force and effect and such decision shall not invalidate any other Article, Section or provision.

Revisions to the policies may occur from time to time, as the Select Board deems necessary. When any of the policies are updated, they supersede the policies in this manual and employees will be provided with copies of the updates.

Personnel Policies in this document are effective as of their date of adoption by the Town Select Board. These personnel policies supersede all existing personnel policies and all existing past practices which are contrary to the purpose and intent of this Handbook.

This manual addresses the basic employment policy of the Town and supersedes all previous manuals and written or implied policies. Occasionally, it may become necessary to modify, change, update, revoke, replace, or even terminate the policies outlined in this manual, and the Town reserves the right to make changes at any time at its discretion. Employees will, of course, be notified of such changes as they occur.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Town of Raymond Personnel Policy. I have read ~~them~~ the policy and agree to follow ~~these policies~~ the policy.

I am aware that if, at any time, I have questions regarding Town policies I should direct them to my Department Head or the ~~Finance Department~~ Town Manager. I understand it is my obligation to ask questions and obtain clarification before acting if I have any questions as to the scope and applicability of these policies.

I know that Town policies and other related documents do not form a contract of employment and are not a guarantee by the Town of the conditions and benefits that are described within them. Nevertheless, the provisions of such Town policies are incorporated into the acknowledgement, and I agree that I shall abide by its provisions.

I am also aware that the Town of Raymond, at any time, may on reasonable notice, change, add to, or delete from the provisions of the Town policies for which I will be notified.

Employee's Printed Name

Position

Employee's Signature

Date

SELECT BOARD APPROVAL

Town of Raymond Personnel Policy updated and approved this 10th day of December 2024, by the Raymond Select Board:

Rolf Olsen, Chair

Teresa Sadak, Vice Chair

Derek Ray

Samuel Gifford

Denis Morse

APPENDIX A - FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Please note that depending upon the number of employees employed by the Town, and the individual employee's eligibility, the Federal and Maine FMLA, or both, may not apply to the employee. Please consult with the Town Manager or the Town HR Director when applying for FMLA.

A. Federal FMLA

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during their prior twelve (12) months with the Town may be eligible to take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

1. Birth of a child of the employee;
2. Placement of a child into the employee's family by adoption or by a foster care arrangement;
3. Care of the employee's spouse, parent, or child who has a serious health condition;
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition;
5. "Military Family Leave" due to "any qualifying exigency" arising out of the fact that the spouse, child, or parent of the employee is on active duty or has been notified of an impending call to active status in either the National Guard or Reserves.

In addition, employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twenty-six (26) weeks of unpaid "Military Family Leave" leave to care for a seriously injured service member (regular armed forces, National Guard or Reserves) who is the spouse, child, parent or next of kin of the employee. The 26-week period includes any 12-week period permitted for any other qualifying FMLA reason.

B. Maine FMLA

Employees who have worked for the Town for 12 months but for less than 1,250 hours during the past year and are not eligible for Federal FMLA may be eligible for a 10-week Family and Medical Leave under Maine law. Such employees should follow the procedures set forth herein to apply for a Maine FMLA leave.

Maine FMLA law permits family and medical leave to be taken for the following

reasons:

1. Birth of a child of the employee or a child of the employee's domestic partner;
2. Placement of a child under 16 years of age into the employee's family by adoption or by a foster care arrangement;
3. The serious health condition of the employee's spouse, parent, child, sibling (who is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements), domestic partner, or domestic partner's child, or the death of one of the aforementioned individuals who is a member of the military and who dies while on active duty.
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition;
5. The donation of an organ by the employee; or
6. The death or serious health condition of the employee's spouse, domestic partner, parent, sibling (who is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements), or child, if that person is a member of the military and dies or incurs a serious health condition while on active duty.

C. Procedures

Any federal FMLA leave taken by an employee during the preceding twelve (12) month period will be used to determine the amount of available leave pursuant to the federal Family and Medical Leave Act. For example, if an employee used four weeks of leave beginning February 1, 2013, four weeks of leave beginning June 1, 2013, and four weeks of leave beginning December 1, 2013, the employee would not be entitled to any additional leave until February 1, 2014. On February 1, 2014, the employee would be entitled to four weeks of leave, and on June 1, 2014, the employee would be entitled to an additional four weeks, etc.

The right to FMLA for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both spouses are employed by the Town, the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury,

impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital; hospice or residential medical care facility;
- any period or incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
- continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

In the case of unpaid FMLA leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.

Employees are required to use their available vacation time during any unpaid FMLA leave period, and available sick/personal time is required to be used when unpaid family leave is taken because of the employee's serious health condition. In the case of family leave due to reasons other than the employee's serious health condition, the employee may opt to use available sick/personal time. The remainder of the FMLA leave will be unpaid.

Employees out on paid Worker's Compensation leave or paid Disability Leave may elect to use available sick and/or vacation leave during their absence, but are not required to do so.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, the employee must provide such notice as soon as practical. Where the necessity for leave is due to a family member's or an employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must:

- give at least thirty (30) days' notice, or as soon as practical if treatment starts in less than thirty (30) days; and
- make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the healthcare provider.

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any FMLA leave request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. Fifteen calendar days will be allowed to provide the certification. Certification from the healthcare provider must contain:

- the date the serious health condition began;
- the possible duration of the condition;
- the appropriate medical facts regarding the condition;
- if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue;
- if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job;
- in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date and duration of the treatment should be specified; and
- in the case of intermittent leave or leave on a reduced hours basis for medical conditions that do not necessarily involve planned medical treatment, an estimate as to the anticipated frequency and timing of the absences should be given.

During FMLA leaves of absence, the Town will continue to pay its portion of the health insurance premium, if any, and the employee must continue to pay his/her share of the premium, if any, including family plan premiums. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of any unpaid FMLA leave, the employee may be required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

During FMLA leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost.

The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave. Employees with chronic or continuing health issues may be required to provide recertification every six (6) months.

Employees who return to work from FMLA leave within or on the business day following the expiration of the ten/twelve/twenty-six (10/12/26) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Upon returning to work from a FMLA leave within or on the business day following the expiration of the (10/12/26 weeks, up to two vacation days may be taken during the next 90 days.

Applications for FMLA leave must be submitted in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. All necessary forms are available from the Town Manager or his designee. Appropriate forms must be submitted to the Town Manager and/or his designee to initiate a family leave and to return the employee to active status.

Each employee taking leave that meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form. Other forms relating to FMLA leave can be obtained from the Town office.

APPENDIX B - INFECTIOUS DISEASE POLICY

A. Purpose

This is to establish the policy of the Town for managing infectious disease issues as they relate to employees and/or prospective employees including but not limited to the following diseases: AIDS, Chickenpox, Hepatitis A, Hepatitis B, Impetigo, Measles, Mumps, Pertussis, and Parasitic Infestations. Any employee or volunteer who could or does come into contact with bodily fluids while performing their job as a Town employee or volunteer, should immediately reference the Town Exposure Control Plan. Copies of the Exposure Control Plan are available in the Town Manager's office, as well as in the Police, Fire/Rescue, Public Works and Community Services Departments.

B. Policy

1. It is the policy of the Town to assure to the extent possible a safe and beautiful work environment.
2. It is also the policy of the Town to ensure full compliance with state, federal, and local requirements dealing with infectious diseases.
3. Town procedures shall comply with the Center for Disease Control recommendations for specific infectious diseases. These recommendations will be available through the employee's Department Head.
4. It is the obligation of all Town employees to take all reasonable precautions to protect themselves, co-workers, clients and the public from infectious diseases.
5. The Town shall make available to all employees and volunteers who have occupational exposure the Hepatitis B vaccination series and post-exposure evaluation and follow-up. Please reference the Town Exposure Control Plan for detailed information on necessary procedure to follow.

C. Procedures

1. The Town will not discriminate against employees and or prospective employees with infectious diseases who are otherwise qualified to perform their job functions with reasonable accommodation. Employees with infectious diseases will be treated under existing policies, state, federal, and local requirements, and collective bargaining agreements.
2. Where allowed by law, the Town retains the right to test employees for infectious diseases.
3. The Town must maintain confidentiality regarding an employee's health status, and does not have a duty to inform other individuals or organizations unless required by law.

4. Upon medical confirmation of an infectious disease that may be a threat to the public health, the affected employee has the responsibility to notify the Town's Personnel Administrator, and to carry out his or her assigned duties if reasonable accommodations can be made.
5. Upon notification by an employee that an infectious disease has been confirmed and is a threat to the public health, the Personnel Administrator will:
 - a. Secure, if possible, all appropriate releases for information from the employee and notify those individuals for whom those releases have been acquired.
 - b. Assist in the identification of reasonable accommodations to be made, if any.
 - c. Assist individual departments, if necessary, in complying with this policy.
 - d. Then Town will treat all occupational infectious disease injuries or illnesses according to state law.
6. The Town will provide appropriate education opportunities and current informational material on infectious disease issues, including prevention, protection, control measures, and treatment practices.
7. Individual departments have the right to develop protocols regarding infectious disease control provided that those protocols conform to this policy.
8. An employee cannot refuse to carry out his or her assigned duties when dealing with a co-worker or a member of the public with an infectious disease unless that individual makes a threat of harm to the employee. Failure to adhere to this procedure will result in disciplinary action.

D. Accidental Needle Stick Procedure

Police, fire, rescue and solid waste personnel have the highest risk of exposure to needles and syringes. Exposure to a used, contaminated needle places an employee at risk for contracting an infectious disease. In the event of an accidental puncture with a contaminated needle, the procedure is as follows:

1. Wash the puncture site thoroughly with soap/disinfectant and water.
2. Report the incident to your supervisor.
3. Police, fire or rescue personnel must notify the medical facility receiving the patient of the incident.
4. Complete Incident and/or Workers Compensation forms.

5. Establish your potential exposure risk to infectious diseases.

6. Notify your Department Head to establish your:

- a) Tetanus status,
- b) Hepatitis B status, and
- c) HIV exposure.

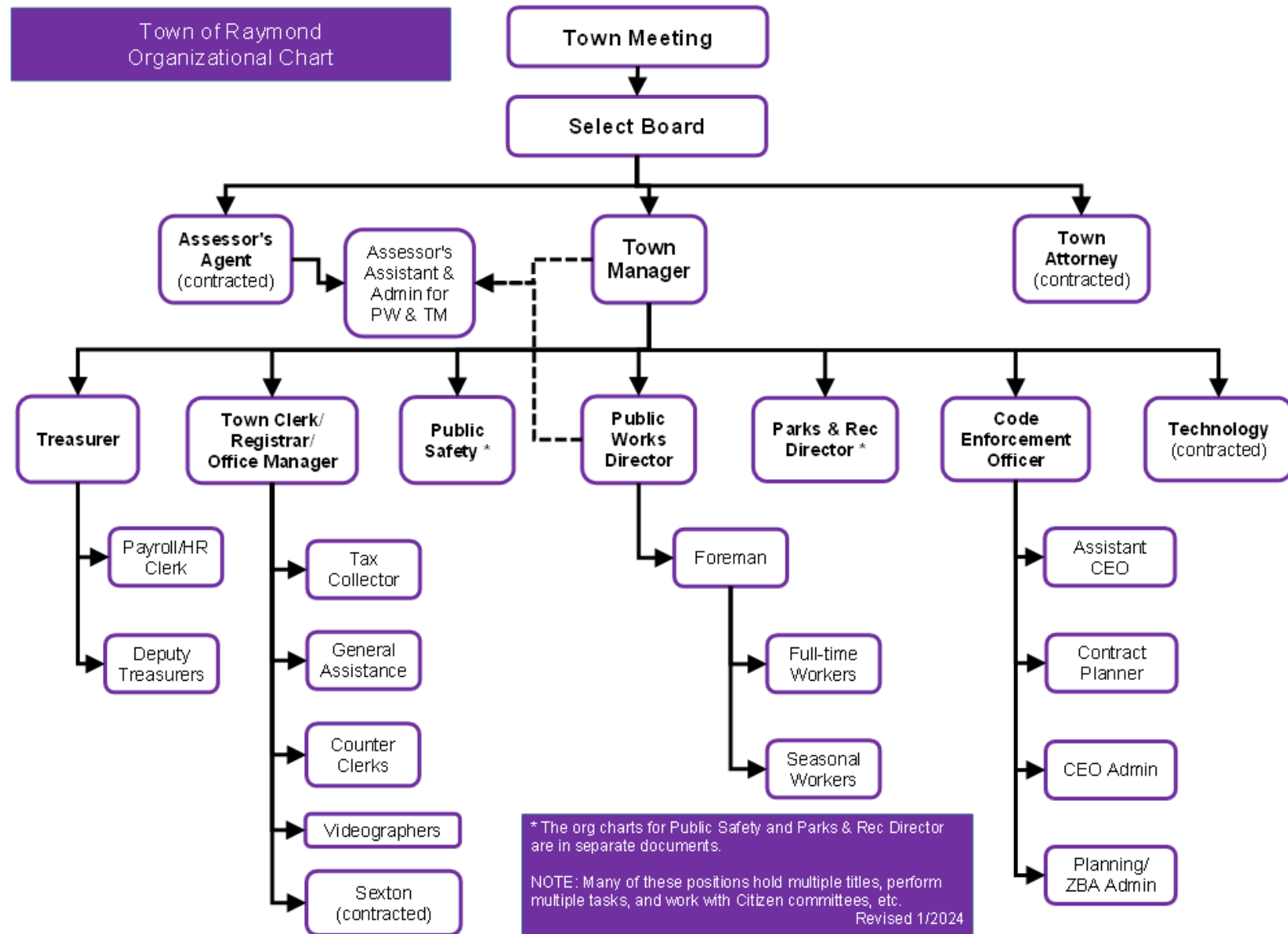
7. Seek further medical attention if necessary.

E. Procedure for Exposure to AIDS Infection

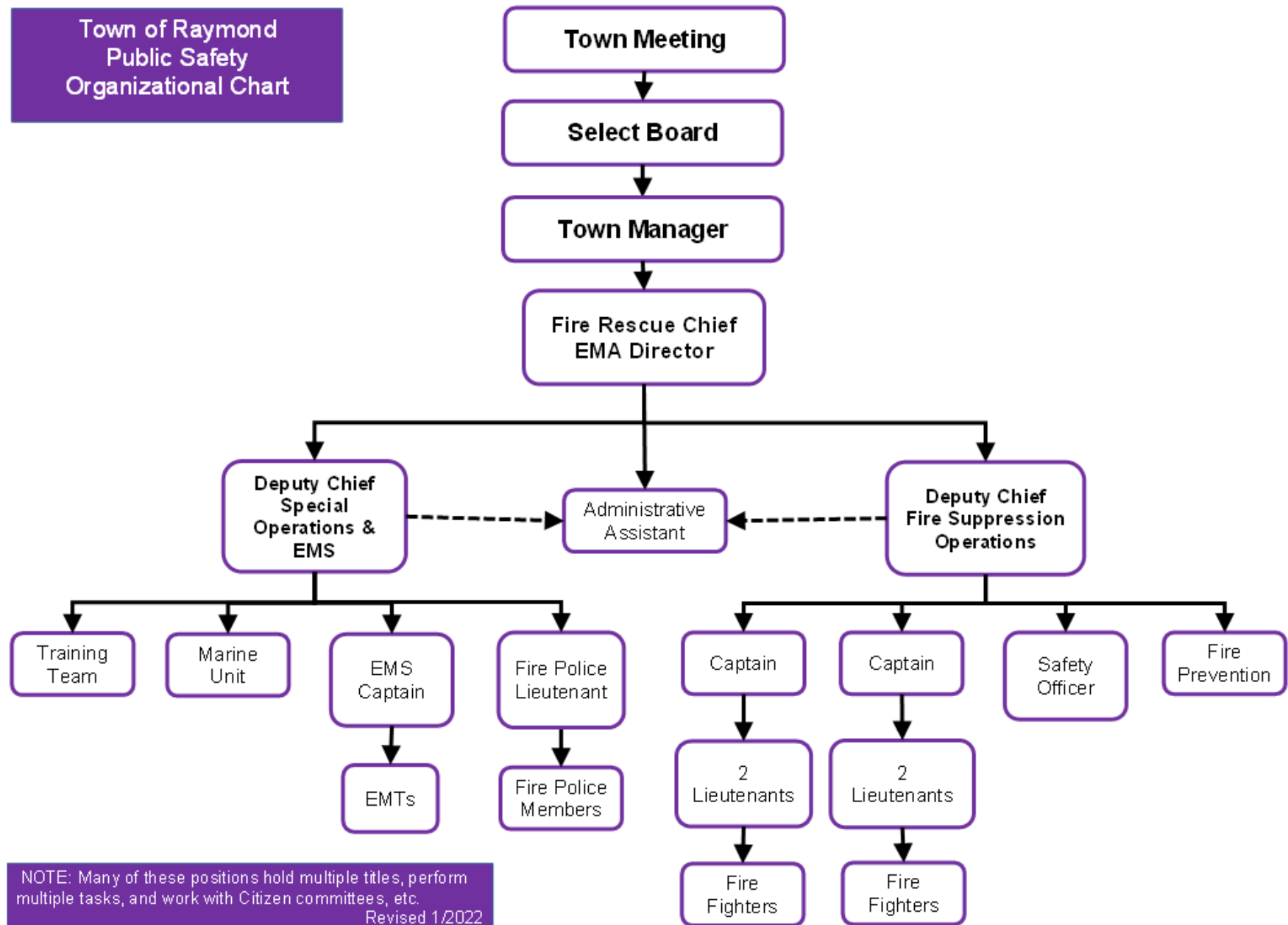
If a Town employee is exposed to the blood or body-fluid of a known or highly suspected AIDS infected person:

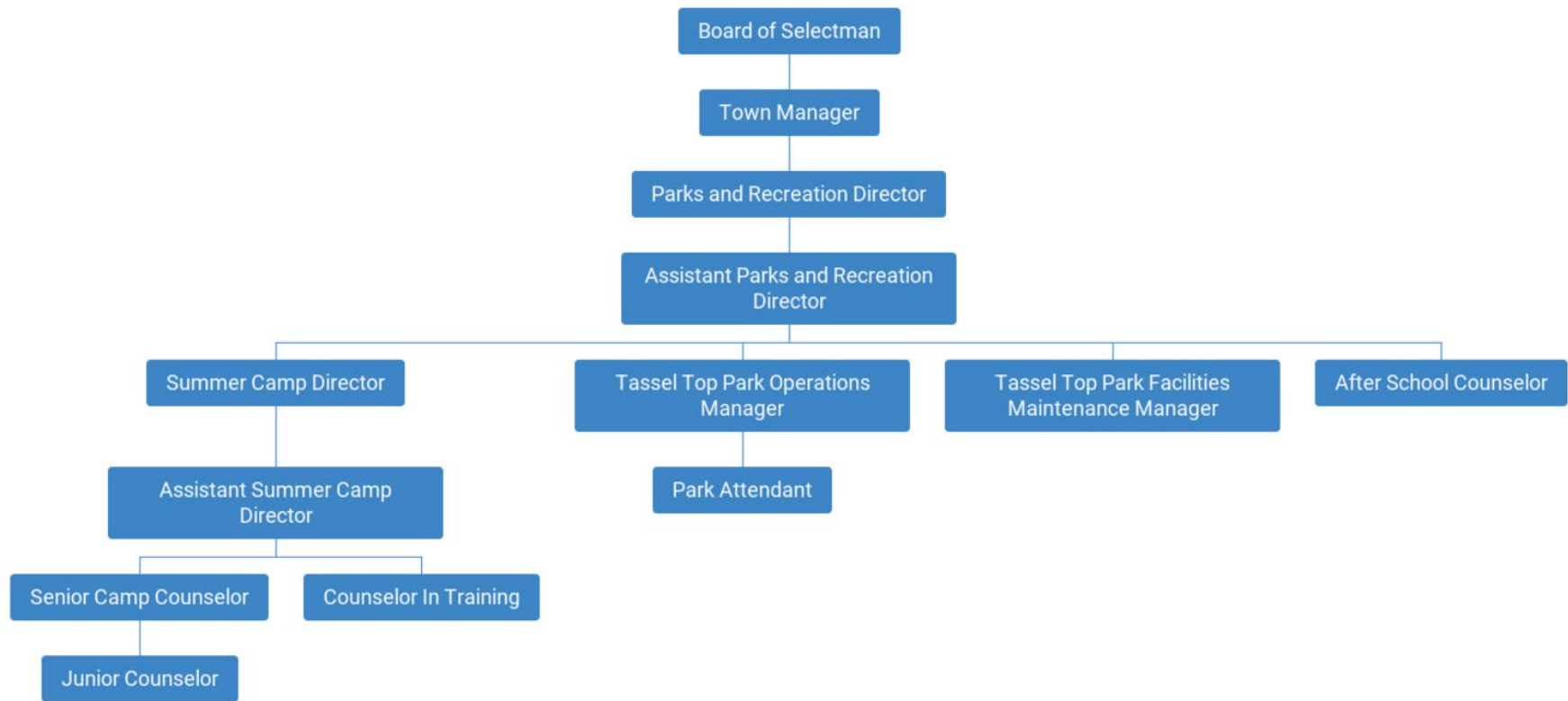
1. Wash the exposed areas thoroughly with soap and water. Clean any spills with one (1) part bleach to ten (10) parts water solution.
2. Report the incident to your supervisor.
3. Complete the Incident and Workers Compensation forms.
4. Notify your Department Head as soon as possible to schedule an appointment for a voluntary blood test.
5. The blood test will be drawn within two weeks of the incident, six months later, and nine months later. The blood test is sent to the Maine Public Health Division in Augusta. Results are received approximately one week later. You will be notified of the test results.
6. If all three specimens are negative, you are considered not to be infected.
7. Counseling occurs with each visit or when requested, and is also available to family members and co-workers.
8. Emotional counseling is available through a counselor of the employee's choice and to be provided by the Town.
9. Strict confidence will be maintained in all incidents unless appropriate medical and/or information releases have been obtained.

APPENDIX C – ORGANIZATIONAL CHARTS



**Town of Raymond
Public Safety
Organizational Chart**





TOWN OF RAYMOND, MAINE Personnel Policy

Adopted: February 4, 1997

Amended:

March 4, 1997
December 1, 1998
August 1, 2000
November 20, 2001
December 3, 2002
June 17, 2003
December 20, 2005
January 16, 2007
March 10, 2015
September 13, 2016
June 27, 2023
December 10, 2024

The Town reserves the right to change eligibility requirements, group plan, carrier and/or contribution levels at any time, with reasonable notice to participants.

ARTICLE XIX- DISCIPLINARY PROCEEDINGS

- A. **PURPOSE.** All Town employees are expected to maintain a high degree of professionalism, responsibility, loyalty and adherence to the duly adopted programs and policies of the Town. Employees who fail to maintain these standards, or who fail to comply with the provisions of this Personnel Policy, may be subject to discipline up to and, in cases of substantial or repeated failure to adhere to these standards or the provisions of this Personnel Manual, including discharge.
- B. **CATEGORIES.** The following categories of discipline apply to all employees. Disciplinary measures need not be imposed in the order set out below, and the Town reserves the discretion to move to or impose greater discipline. Appropriate discipline will be determined in light of the circumstances of each case.
1. Verbal warning – Normally intended to point out to an employee relatively minor or isolated instances of unsatisfactory job performance which, if repeated or continued, might lead to a more serious level of discipline.
 2. Verbal reprimand – Normally intended to point out to an employee a relatively serious breach of job performance standards which, if repeated, shall lead to a more serious level of discipline.
 3. Written warning or reprimand – Intended as a formal record of repeated unsatisfactory job performance (warning) which, if continued, is likely to result in jeopardy to the employee's prospects for advancement, pay increase or continued employment; or as a formal record of serious breach of duty or failure to meet job performance standards (reprimand) which, if repeated, will result in jeopardy to the employee's advancement, pay increase or continued employment.
 4. Suspension – Suspension from employment, with or without pay, shall be utilized only in those cases involving significant and serious breach of duty or standards by an employee, where active employment by the employee should not continue until such time as the Town Manager is satisfied that the recurrence of such breach is unlikely. Suspension is different from administrative leave with pay pending investigation, which is not disciplinary in nature. The Town reserves the right to place employees who are accused of misconduct on administrative leave with pay pending the outcome of the investigation.
 5. Demotion. When the conduct at issue indicates that the employee should not continue in his or her present position but may be permitted to continue employment at a lower level of pay, position and/or responsibility, the employee may be demoted to a lower position if a vacancy exists or the Town otherwise determines that a demotion is feasible and appropriate. In the event of a proposed demotion, the employee will be provided with notice of the basis for the proposed action and an

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ARTICLE I - PREAMBLE

- A. The Select Board hereby adopts the following Policy for utilization by the Town of Raymond in the administration of the personnel activities of the employees of the Town of Raymond. These rules and subsequent modification shall supersede any policy and rules made previously by the Select Board. Any practice, policy or application which may have previously existed and is or would be contrary to these policies is disclaimed, cancelled and eliminated by the adoption of this Policy.
- B. The Town, through its Select Board, may delete, amend, modify or change any or all of the provisions contained in this Policy. The policies set forth are not in any way a contract and nothing in the policies affords employees any contractual or other rights. Policies contained within give references and descriptions to insurance or other benefit plans; the specific provisions of the benefit plan will take precedence and govern should a conflict arise concerning interpretation, application or benefit level.
- C. The Town Manager shall be responsible for the implementation of this policy.
- D. The information contained in this policy manual applies to all employees of the Town of Raymond not covered by a collective bargaining agreement. It also applies to all Town unionized employees to the extent any applicable collective bargaining agreement is silent on any of the provisions set forth in this manual and in exercise of the Town's management rights under those agreement(s). To the extent that any of the policies directly conflict with provisions in an applicable collective bargaining agreement, the terms in the collective bargaining agreement shall take precedence.

ARTICLE II - DEFINITIONS

Domestic Partner – pursuant to 1 MRSA §72 Words and phrases: "Domestic partner" means one of 2 unmarried adults who are domiciled together under long-term arrangements that evidence a commitment to remain responsible indefinitely for each other's welfare.

Immediate Family - includes the following: mother, mother-in-law, father, father-in-law, wife, husband, domestic partner, son, daughter, brother, brother-in-law, sister, sister-in-law, grandfather, grandmother, grandchild, guardian, stepchildren, domestic partner's children, or surrogate parents.

ARTICLE III- EMPLOYMENT

- A. The employment of all personnel shall be the responsibility of the Town Manager.
- B. The employment of the Town Manager shall be the responsibility of the Select Board.
- C. All applicants for employment must submit a written application for employment on forms approved and provided by the Town Manager. The Town does not accept applications for

employment that are not in response to a posted or otherwise available vacancy and/or that are on not on Town-approved forms.

- D. Any willful and material misrepresentation of fact on an application shall be grounds for disciplinary procedures and/or termination and dismissal upon discovery of such misrepresentation, regardless of employment history or performance.
 - Employment with the Town of Raymond is voluntarily entered into and the employee may terminate his or her employment at any time, with or without notice or cause. Similarly, The Town of Raymond may terminate the employment relationship at any time, with cause.
- E. Present Town employees, who apply for employment, shall be given first consideration in filling a vacancy, but it is recognized that the good of the Town may require a vacancy be filled outside the ranks of Town employees or from outside of the community.
- F. It is the policy of the Town to provide and ensure a safe and secure environment for all members of the workforce and its property. As part of this mandate, criminal background checks may be required of prospective employees who have already received a bona fide offer of employment, depending on the nature and duties of the position(s) sought. The Town uses a third party to conduct these investigations. The Town may also, directly or through a third party, investigate other job-related factors such as, by way of example, driving record, insurability and ability to be bonded. All reports are subject to the federal Fair Credit Reporting Act (FCRA) and state laws to the extent applicable. Applicants for positions will be notified of background check requirements during the job interview. Any and all results are kept private and securely stored in accordance with the Town's data security policy.
- G. All employees are considered probationary for the first six (6) months of employment. The probationary period shall be considered an extension of the selection process. Probationary employees may be removed at any time during the probationary period without notice or cause and without right to file a grievance.
- H. Prior to the completion of the probationary period, the employee will receive a formal written evaluation from his/her immediate supervisor and/or the Town Manager. A favorable evaluation will result in the employee being transferred to permanent status. An employee is not transferred to permanent status unless or until a formal written evaluation of satisfactory performance is received.
- I. Employees will be given an annual written evaluation by their immediate supervisor and/or the Town Manager. Such evaluation will be taken into consideration when salary, promotions, discipline or any other personnel action is proposed.

ARTICLE IV- EQUAL OPPORTUNITY EMPLOYER

In order to provide equal opportunities to all individuals, employment decisions at the Town are based on merit, qualifications and abilities.

The Town is committed to a policy of non-discrimination and equal opportunity for all employees and qualified applicants without regard to race, color, religion, sex, pregnancy, familial status, sexual orientation, gender identity, national origin, ancestry, age, disability, veteran status, military service, genetic information, participation in the Town's group insurance plans, receipt of free medical care, or any other category protected under applicable laws. The Town will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable laws.

This commitment is evident in all aspects of the Town's employment practices and policies, including recruiting, hiring, job assignment, promotion, compensation, discipline, discharge, benefits and training.

ARTICLE V - TYPES OF APPOINTMENTS

The following types of appointments may be made to the Town's service in conformity with the rules established.

- A. Full-Time: A full-time employee works full time (a minimum of thirty-two hours per week) and on a continuing and indefinite basis. Most full-time employees will be expected to work between 32 and 40 hours per week and will be subjected to additional hours on an as-needed basis. Full-time employees are subject to all personnel rules and regulations and receive all benefits and rights as provided by this Policy.
- B. Regular Part-Time: Regular Part-time employees work less than a full workweek (less than 32 hours per week), but on a continuing and indefinite basis. Regular Part-time employees are subject to all personnel rules and regulations. Vacation, sick leave and holiday benefits shall be in proportion to the hours worked.
- C. On Call Part-Time Employees: An on-call employee works less than a full workweek (less than 32 hours per week) and only works when called upon. On-call employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave or vacation time.
- D. Stipend / Part -Time Employees: A stipend employee works less than a full workweek (less than 32 hours per week), works enough hours to perform the duties required of him/her, and is paid an annual fixed salary. Stipend employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave or vacation time.
- E. Temporary Employees: Temporary employees work on a non-permanent basis, usually within a limited time frame such as seasonal positions. Temporary employees are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time, or seniority and may be terminated without notice for any reason at any time.
- F. Special Appointees: Special appointees hold official positions filled by appointment of the Town Manager and/or Select Board, but are not considered employees for purposes of compensation or benefits.

- G. Other Classifications: The Town (through its Select Board and/or Town Manager) may, from time to time, by appointment fill other posts and positions, either by voluntary service on certain Town boards and committees (such as Planning Board, Board of Appeals or Conservation Commission); by contract or fee for services (such as engineer, auditor or town attorney); or similar. These categories of service are not considered “employment” within the meaning of this policy. Those individuals are not entitled to benefits such as retirement, health insurance, holiday pay, accrual of sick leave and vacation time, or seniority. They serve at the pleasure of the Select Board and/or Town Manager or, where appropriate, within the limited terms and conditions of any special appointment they may have received. Individuals in this category may be terminated without notice for any reason at any time, except as otherwise provided by law.
- H. Job Descriptions: From time to time the Town Manager (and/or Select Board where permitted by statute) shall develop and, as appropriate, modify and amend job descriptions for all of the above referenced employees or other individuals, which shall then be appended hereto as Appendix A and made a part hereof by reference.
- I. Organization and Status of Municipal Employees: Appended hereto as Appendix C and made a part hereof by reference.

ARTICLE VI - PUBLIC AND EMPLOYEE RELATIONS

- A. Integrity of Service. Town employees must avoid any action which may reasonably result in or create the impression of using public employment for private gain, giving preferential treatment to any person, losing complete impartiality in conducting Town business, accepting gifts or other favors in exchange for service, or abandoning commitment to or pursuit of the goals and policy objectives of the Town.
- B. Efficiency of Service and Public Trust. Cooperation of all employees is essential to efficiency. Raymond citizens are entitled to the best service we can give them. Cooperation, courtesy and responsibility are the key elements of good service.

The Town wishes to uphold its reputation for integrity and excellence, which requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The Town is dependent on the citizens’ trust and is committed to preserving that trust. The Town requires all employees to act in a manner that will merit the continued trust and confidence of the public and customers.

The Town will comply with all applicable laws and regulations. The Town also expects its principals and employees to conduct business in accordance with the letter, spirit and intent of all relevant laws and to refrain from any illegal, dishonest or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises with respect to which it is

difficult for the employee to determine the proper course of action, the employee should consult with his/her direct supervisor or the Town Manager.

C. Second Job: On occasion, employees of the Town may decide to seek employment outside their regular working hours. The Town has no objections to this type of work when it does not interfere with the work performance or attendance of the Town employee and when he or she is not in the employ of a vendor, client or organization so as to create a conflict of interest in employment. Employees are expected to notify the Town Manager prior to accepting second jobs.

All employees, regardless of second jobs, will be judged by the same performance standards and will be subject to the Town's scheduling demands, regardless of any existing outside work requirements. If the Town determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Town.

D. Conflict of Interest: No employee of the Town shall have any financial interest in or profit from any contract, purchase, sale or work performed by the Town unless otherwise provided for by the Select Board. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or immediate family as listed in the definitions portion of this Policy. Actual conflicts of interest, as well as incidents or situations which create the appearance of a conflict, must be avoided.

1. Purchasing – No Town employee who is authorized to make purchases shall have any interest, either directly or indirectly in any contract with the Town. No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence or transactions involving purchases, contracts or leases, it is imperative that they disclose this, as soon as possible, to an officer of the Town, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.
2. Gratuities – Compensation paid to the employee in accordance with the Pay Schedule, and reasonable expenses as approved by the Town Manager, shall constitute the sole remuneration for services rendered by an employee in the discharge of Town duties. No additional reward, gift or other form of remuneration shall be accepted by any employee for the discharge of their Town duties. Acceptance of nominal gifts, such as food and refreshments in the ordinary course of business, or unsolicited advertising or promotional materials such as pens, note pads, calendars, etc., is permitted.

Personal gains may result not only in cases where an employee or relative has a significant ownership in a firm with which the Town does business, but also when an employee or relative receives any "kickbacks", bribes, substantial gifts or special consideration, as a result of any transaction or business dealings involving the Town.

E. Confidentiality: Many Town employees have access to confidential information pertaining to persons or property in the town. Employees must not use this privileged information to their

private advantage or to provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information which is required under the "Right to Know" law, 1 MRSA Sections 401-410 ("FOAA"). Only Town-designated public access officer(s) are authorized to and charged with the responsibility of releasing information pursuant to under the scope of FOAA. Any FOAA request must be transmitted to and handled by a designated public access officer.

ARTICLE VII - WORKWEEK - OVERTIME

A. The regular workweek for payroll purposes begins on Monday and ends on Sunday. The hours of work (starting times, quitting times, lunch times and overtime) will be established within each department subject to the Town Manager's approval. The hours of work may be changed by mutual agreement of the Department Supervisor and Department's staff, subject to the Town Manager's approval.

B. Work hours for all employees will be scheduled by the employee's immediate supervisor.

- Payroll Policy – All employees will be responsible for submitting a bi-weekly electronic time sheet, which must be approved by their department managers. The electronic time sheets of the department heads will be approved by the Town Manager or his/her designee. This policy does not apply to Public Works, Public Safety, and seasonal employees, who are required to provide signed timesheets on the Town's standard timesheet form. Public Safety employees must log the number of hours worked into the Emergency Reporting System.

Repeated failure of any employee to submit time sheets could result in disciplinary action.

An employee who works unauthorized overtime will be paid for time worked but may be subject to discipline for working without authorization.

The Department Head or his/her designee must approve the time sheets for his/her department personnel. Employees who expect to be out of the office due to vacations and other planned absences will turn in time sheets to their Department Head before leaving. If the absence is unexpected (sick leave or bereavement leave for example), then the time sheets will be completed by the Department Head to the best of their knowledge and any adjustments will be made on the next week.

- Administrative – The Town takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor. The employee should then contact the Town's Human Resource Officer so that all issues can be researched, and any corrections can be made as quickly as possible.

- C. Exempt employees will be expected to work as many hours as necessary to fulfill the duties of their position. There is an expectation that exempt employees will be at work during open office hours for Town Office Staff, except for the late hours on Tuesdays.
- D. Employees not exempt from the Fair Labor Standards Act (FLSA) shall receive overtime pay after forty hours of actual work per week. At the discretion of the Town Manager, any such overtime may be compensated for with compensatory time. (See Section E. below). For the purpose of Public Works, employees will be paid overtime for time worked after their normal daily scheduled hours. All overtime shall be paid at the rate of one and one-half times the employee's normal rate of pay. For the purposes of overtime calculation, holiday and vacation time will be considered time actually worked. In accordance with FLSA, temporary summer Recreation employees are exempt from overtime.
- E. Compensatory Time: Under certain prescribed conditions, employees of State and Local government agencies may receive compensatory time off for overtime hours worked (as defined as hours over 40 hours per week), at a rate of not less than one and one-half for each overtime hour worked, instead of cash overtime pay. Fire protection and emergency response personnel and employees engaged in seasonal activities may accrue up to 480 hours of comp time; all other state and local employees may accrue up to 240 hours. An employee is permitted to use compensatory time which will be scheduled, like vacation time, at such time or times as shall be mutually agreeable to the employees and their supervisors. During periods of slow or low work the Town reserves the right to require employees to use compensatory time.
- F. Regular Work Hours: Due to the wide variety of services provided by the Town, hours per week between departments and employees vary. Management reserves the right to change the workday or workweek for the purpose of promoting the efficiency of the municipal government; from establishing the work schedule of the employees and establishing part-time positions. In the event schedules dictate a condensed workweek, with daily hours exceeding 8 hours, accrued time paid will be paid allocated by hours equal to daily set scheduled hours (not to exceed 10 hours). Accrued time earned is accumulated hourly and time used will be allocated on an hourly basis.
- G. Storm Closing Policy: It is the general policy of the Town for the Town Office and all other municipal offices to remain open for business except during extreme weather events. During an extreme weather event, the Town Office may be closed under the following process:

The Town Manager is the person charged with making a determination about closing the Town Office. In general, the Town Manager will attempt to make this decision before 6:00am on the morning of a storm. The Town Manager will call the Town Clerk who will begin the process to post the actions that effect any business hours closing or delay of opening on the Town's website, Facebook page, electronic sign, WCSH 6 and WGME 13. Also, employees will receive either a text message or a phone call (for those without the means to text).

All full-time and regular part-time Town Office employees scheduled to work on a day when the Town Office is closed due to storm will receive their regular pay for that day. If the Town Office is closed early or has a delayed start, all full-time and regular part-time Town Office

employees will be paid for the hours they were scheduled during the closure. Exceptions to this are when an employee:

- Is out due to a previously scheduled vacation or personal time;
- Has called out sick prior to the Town Office being closed; or
- Chooses to go home prior to the Town Office being closed.

In the case of these exceptions the employees will use their vacation or accrued time to cover the time off.

Closing the Town Office will be the exception rather than the rule. Except for extreme weather events, the Town Office will remain open. However, if a Town Office employee believes it is unsafe for them to drive to work or to remain at work, the Town Manager will permit that person to stay home or go home. This is an allowable reason for not being at work and employees may use vacation or comp accrued time for these instances.

- H. Breaks: Non-exempt employees are entitled and required to take a 30-minute meal break every workday and may not in any case work more than 6 hours without taking such break. If you would prefer not to use your 30-minute meal break, you may be asked to sign a written waiver acknowledging that you are entitled to this meal break, but you have elected not to use it. It is your responsibility to accurately record all time actually worked. Lunch breaks are unpaid if extended time away from your job. Employees will need to adjust their timecard to reflect the time away.
- I. Lactation Breaks: Pursuant to 26 MRSA §601, in addition to the breaks required by law, the Town will provide adequate unpaid break time or permit an employee to use paid break time or mealtime each day to express breast milk for a nursing child. The Town will make reasonable efforts to provide a clean room or other location, other than a bathroom, where an employee may express breast milk in privacy. The Town will not discriminate in any way against an employee who chooses to express breast milk in the workplace.

ARTICLE VIII - ATTENDANCE

Regular attendance at work is an essential function of all Town positions. Employees shall be at their respective places of work at the appointed starting time. It is the responsibility of employees who may be absent from work to see that their immediate supervisor is advised of the reason for such absence, not previously arranged for, if possible, within two (2) hours of the beginning of the starting time of his/her work day.

ARTICLE IX - HOLIDAY

- A. Subject to these rules, the following holidays shall be paid holidays for full-time Town employees:
1. New Year's Day;
 2. Martin Luther King's Birthday;
 3. Presidents' Day;
 4. Patriots' Day;

5. Memorial Day;
6. July Fourth;
7. Labor Day;
8. Indigenous People's Day;
9. Veterans Day;
10. Thanksgiving Day;
11. The day after Thanksgiving Day;
12. Christmas; and
13. One personal holiday.

- B. Holiday privileges are available to full-time and regular part-time employees.
- C. For employees who work any variation of a Monday thru Friday regular schedule, any legal holiday falling on a Saturday is observed on the preceding Friday. Any legal holiday falling on a Sunday is observed on the following Monday, following the State of Maine's posted Holiday Schedule.
- D. A person on a leave of absence without pay shall not be entitled to holiday pay.
- E. When occasion warrants, employees may be required to work on a holiday. Employees working on a holiday shall receive time and a half pay for time actually worked plus the applicable holiday pay. If the holiday also represents an overtime shift, the employee shall be paid time and three quarters for time actually worked plus the applicable holiday pay.
- F. Exempt employees will receive a normal day's pay for the holiday at their regular rate of pay for hours normally worked. Holiday benefit not to exceed 8 hours unless the set schedule by the Department Head dictates longer scheduled hours during a holiday week (not to exceed 10 hours.)
- G. Employees not scheduled to work on a holiday will have the holiday time credited as vacation time, and such time and usage will be governed by the Town's Vacation Policy in Article X.

ARTICLE X - VACATION

Beginning January 1, 2025, vacation time will be allotted as described below.

The transition from the accrual of hours to allotment will be as follows:

- Employees will be allowed to carry forward up to 2 weeks based on regularly scheduled hours per week (up to 80 hours).
- Employees with more accrued hours than the total of their new allotment plus 2 weeks will receive a check for half the difference.

Vacation privileges are available to full-time and regular part-time employees subject to the following conditions:

- A. Each full-time employee shall be allotted vacation with pay on the following basis on January 1st each year of employment based on the employee's regularly scheduled hours per week:

Employee's Regularly Scheduled Hours Per Week Allotted Vacation Days Per Year Effective January 1, 2025

1. Date initially hired – 2 weeks (up to 80 hours)
 2. After first January – 3 weeks (up to 120 hours)
 3. After 5 years – 4 weeks (up to 160 hours)
 4. After 15 years – 5 weeks (up to 200 hours)
- B. Each regular part-time employee shall be allotted vacation with pay on the same basis as full-time employees above with the hours prorated to their regular schedule.
- C. Vacations will be scheduled at such time or times as shall be mutually agreeable to the employees and their supervisors. Due consideration will be given to an employee's seniority in regard to scheduling vacations.
- D. Vacation time will be paid to employees upon retiring, resigning voluntarily and leaving in good standing, or through other means of separation in good standing, or to a beneficiary or estate upon death.
- E. Vacation time will not be approved for periods of more than two weeks, except with approval by the Town Manager.
- F. Vacation leave shall be allotted from the date of hire; however, employees shall not use vacation benefits until they have completed their first 6 months of employment.
- G. Employees may receive their vacation pay prior to the start of their vacation, but must advise the town Treasurer, in writing, at least ten (10) days in advance.
- H. Employees may not borrow or use vacation in excess of their accrual at the start of the vacation period.
- I. If an employee resigns voluntarily with less than two weeks' written notice to the Town, he or she will be regarded as not leaving in good standing and all accrued vacation leave will be forfeited as a result of the failure to give notice. If there are extenuating circumstances for the resignation without notice or by mutual agreement, the forfeiture may be waived at the discretion of the Town.
- J. An employee may cash out a maximum of 40 hours of vacation time annually with an approved written request which can be in the form of an email and signed by the Town Manager, submitted by November 15 each year.
- K. At the end of each calendar year, an employee can carry over to the next year vacation time not to exceed 2 weeks based on the employee's regularly scheduled hours (up to 80 hours). Any extension beyond this amount shall be approved by the department head and the Town Manager. As the Town believes it is in the best interest of both the Town and employees for vacation time to be taken each year, no extension may be granted by the department head and the Town Manager unless a specific use of the additional accumulated time has been identified. Any unused vacation time over the 80 hours (or any extension granted) shall be forfeited.

ARTICLE XI - SICK LEAVE

- A. Sick leave may be used for personal illness or physical incapacity of such a degree as to render the employee unable to perform the duties of his/her position unless the employee is capable of other work and assigned to such other work; or for personal medical or dental appointments; or to care for members of his/her immediate family affected by serious illness.
- B. Sick leave accrual for full-time employees shall accrue at the rate of one work day, not to exceed 8 hours, for each full calendar month of service to a maximum of sixty (60) working days or up to 480 hours. If an employee accumulates 480 hours, the accrual will stop until sick leave is used (NOTE: Beginning January 1, 2025, any employee with more than 480 hours of sick leave will be grandfathered and will not accrue more sick leave until the total is less than 480). For the purpose of this section, the first month of an employee's service shall be counted as a full month if employment begins on or before the 15th day of the month.
- C. Full-time and Regular part time employees shall be eligible to use sick leave after thirty (30) calendar days of service with the Town.
- D. The employee must work thirteen (13) or more full work days in that month to earn sick leave for that month.
- E. Sick leave shall not be considered as an entitlement which an employee may use at his/her discretion but shall be allowed for the necessity arising from actual sickness or disability of the employee, unless there is a known illness that requires more time off following CDC recommendations.
- F. After using three successive days of sick leave, the employee shall furnish the Town with a certificate from his/her attending physician.
- G. The Town Manager shall review all sick leave records periodically and shall investigate any cases which indicate abuse of the privilege, including but not limited to patterns of leave, usage around holidays or weekends and the like. Abuse of sick leave privilege shall be cause for discipline.
- H. Sick leave shall under no circumstances be bought back.
- I. The department head shall be notified of an employee's sick leave absence as close to the start of the work shift as possible.
- J. Employees shall be expected to call on each day of absence. Failure to report shall be justification for disallowing sick leave for that day.
- K. Sick leave will not be used to extend vacation time or create holiday weekends.
- L. An employee taking extended leave for one's self or care for a qualifying member under FMLA/MFLMA must use accrued sick leave. An employee who is absent for illness or health reasons that do not qualify under FMLA/MFLMA must use accrued sick leave.

- M. An employee may donate up to 40 sick hours of sick leave per year to a sick leave bank to be used as needed for major illness of any of a co-worker. The employee must maintain a minimum of 80 hours of sick leave before they can donate. The sick leave bank will be overseen by the Town Manager and HR Director.
- N. Upon an employee's separation in good standing status with the Town, the employee shall be paid up to ½ of all accumulated sick leave. In no case shall the employee be paid more than 240 hours of pay.

ARTICLE XII – MAINE EARNED PAID LEAVE

Employees may use up to forty (40) hours of accrued sick leave each calendar year for the purposes set forth in the Maine Earned Paid Leave (EPL) Act. New employees cannot use sick leave for EPL purposes until they have been employed by the Town for at least 120 days. Employees must give at least 30 days advance written notice of any EPL leave request, unless the leave is used for emergency reasons, and in all cases must be approved by the Town Manager. Employees must designate the purpose or reason for the EPL leave request, such as vacation, personal, sick, bereavement, etc. and abide by the terms of this Personnel Policy for any such leave request. (Pursuant to 26 MRSA §636 – Earned Paid Leave).

ARTICLE XIII - LEAVES OF ABSENCE

A. BEREAVEMENT LEAVE.

An employee may be excused from work for up to five (5) work days because of death of a spouse/domestic partner, child or parent; and three (3) work days because of death in the immediate family as defined below, and shall be paid his/her regular rate of pay for scheduled work hours missed. It is intended that this time off be used for the purpose of handling necessary arrangements and attendance at the funeral.

For purposes of this article only, immediate family is defined to mean brothers, sisters, mother-in-law, father-in-law, grandfather, grandmother, and grandchildren.

One (1) work day may be granted to employees at the sole discretion of the Town Manager for attendance at funerals of persons not covered under the above definition.

B. LEAVE WITHOUT PAY.

If not eligible for FMLA, an employee may be granted a leave of absence without pay, granted by and at the discretion of the Town Manager, for a period deemed necessary by the employee for the purpose of the leave. Unless otherwise determined by the Town, the maximum unpaid leave of absence will not exceed sixty (60) calendar days. The employee is expected to return to work upon the expiration of a granted leave or to have arranged an extension of a leave, granted at the discretion of the Town Manager. Continued absence without having arranged for an extension of leave may be deemed a resignation from

employment. Employees may choose to continue health benefits for the duration of the leave by assuming the full cost of premium. Vacation and sick leave will not continue to accrue during the leave. Any accrued time earned is expected to be used during leave approved under this provision.

C. FAMILY AND MEDICAL LEAVE.

SEE APPENDIX A.

Maine Paid Family and Medical Leave (PFML): The Maine Paid Family and Medical Leave (PFML) law rules and payroll withholdings will begin on January 1, 2025. The contribution per employee is 1.0% of an individual's wages, split equally between the employee and the Town. Benefits are scheduled to become available on May 1, 2026. Employee eligibility and benefits shall be as provided under the law.

D. Leave for Victims of Domestic Violence

1. In accordance with Maine Law, the Town will grant you a reasonable and necessary amount of time off from work without pay if you are a victim of domestic violence, domestic assault, sexual assault or stalking, and you need the time to:
 - a. Prepare for or attend court proceedings,
 - b. Receive medical treatment, or
 - c. Obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.
2. You must request the leave as soon as circumstances make it clear that time off is necessary. Approval of leave will be dependent upon:
 - a. Whether your absence will create an undue hardship for the Town,
 - b. Whether you requested leave within a reasonable time, and
 - c. Whether the requested leave is impractical, unreasonable or unnecessary given the facts made available to the Town at the time of your request.
3. If your leave is approved, you will be required to first use any accrued paid vacation or sick time before taking unpaid leave. Vacation and sick days do not accrue during your leave and holidays are not paid while you are on leave. You will not be discriminated against for taking or asking for leave.

ARTICLE XIV - JURY DUTY

The Town shall pay to an employee called for jury duty, for a period of up to 4 weeks, the difference between his/her regular pay and juror's pay provided the employee presents an official statement of jury pay received. The Town shall pay an employee called for jury duty the difference between his/her regular compensation for the duration of the employee's service and any pay received from the court for juror's pay. Employees must provide records of the jury pay and mileage be to the Town so that this payment may be made promptly.

ARTICLE XV - ARMED FORCES AND NATIONAL GUARD DUTY

The Town shall pay to any full-time employee his/her regular pay during any annual activity requirement not to exceed two weeks total per year. A copy of the "orders" must to be provided to the Human Resource Director demonstrating the employee is being called to Active Duty.

ARTICLE XVI - RETIREMENT

At the June 11, 2024, Town Meeting the Town voted:

ARTICLE 25: Referendum Question W: *To see if the Town of Raymond will vote to change its plan with the Maine Public Employees Retirement System (MainePERS) to add coverage for full-time, non-union employees effective September 1, 2024, and:*

- a) *To offer Regular Plan AC to its regular, full-time, non-union employees who are paid at least 1,664 hours per year between paid vacation, paid holiday, and paid sick time effective September 1, 2024; and*
- b) *To continue to offer Special Plan 3C to its regular, full-time firefighters and emergency medical services employees who are paid at least 2,080 hours per year between paid vacation, paid holiday, and paid sick time; and*
- c) *To exclude all other employees, including all other elected/appointed officials, from participating in MainePERS; and*
- d) *To allow its newly eligible employees who are currently employed by the Town on September 1, 2024, who elect to join MainePERS on September 1, 2024, the option to purchase prior service upon the employee's full payment of all associated costs. The Town will not participate in the purchase of prior service and so employees who wish to purchase prior service are responsible for paying the full liability associated with this service; and*
- e) *To authorize the Town Manager or the Select Board Chair to sign the amended agreement between the Town and the Maine Public Employees Retirement System.*

Eligible employees were given the choice of changing to the MainePERS retirement OR continuing to participate in and contribute to Social Security, and to continue to participate in the Town's retirement 457K plan (if they had elected to do so).

- A. All employees who do not choose to participate in MainePERS will participate in and contribute to Social Security and will be eligible to participate in the Town's matching 457K retirement plan. Full-time employees' contribution will be matched by the Town based on the following table:

Years of Employment

Employer Match of Gross Wages

During 0 – 6 months	0%
During 6 months –year 4	5%
During and after year 5	7% (maximum rate)

- B. Beginning January 1, 2025, all newly hired employees will have a one-time choice whether or not to participate in MainePERS. Any who chooses not to participate in MainePERS will be eligible to participate in the Town's matching 457K retirement plan as outlined.
- C. Any employees who participate in MainePERS may request to have some of their automatic deposit added to the Town's 457K plan with no matching funds from the Town of Raymond.

ARTICLE XVII – WORKERS' COMPENSATION

- A. All Town employees are covered by Workers' Compensation Insurance. All injuries, no matter how minor, occurring during the working hours must be reported to the Employee's immediate supervisor and a written report must be made as soon as possible.

In an emergency call 911 for medical assistance. All other instances involving an on-the-job accident/injury, the employee will be directed to visit the Town specified preferred provider.

- B. Transitional Work Policy: It is the goal of the Town to assist injured employees to return to the position they held at the time of their injuries, which will be referred to as Regular Work. To that end, the Town may make available to injured employees specific assignments of "Transitional Work" and may make Transitional Work available for a reasonable time, to be determined in light of the nature of the employee's Regular Work and the Town's operational needs for accomplishing the Regular Work.

ARTICLE XVIII – HEALTH, DENTAL AND LIFE INSURANCE

Employees will be eligible to participate in the Town's health, dental, short-term disability, long-term disability, and life group insurance programs. The Town will pay 100% of the cost of individual health insurance and the short-term disability coverage. Family health insurance coverage will be paid at a rate of 85% Town, 15% Employee match for eligible employees. Employees eligible to receive this benefit must work 30 or more hours on average per week. All other employees who average greater than 16 hours per week for the previous year will be allowed to participate in either program at their own cost.

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 of the difference in cost between the family plan and the 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 toward 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.

opportunity to be heard in response to the proposed action prior to the planned effective date.

6. Discharge from Employment –When discharge from employment is recommended by a supervisor or department head and/or considered by the Town Manager, the employee involved shall be entitled to prior written notice of the basis and explanation for the recommendation. The employee will be provided an opportunity to meet with and present a response to his or her supervisor and/or department head or, if the department head or supervisor has made the recommendation, to the Town Manager. The meeting shall be informal, with the purpose of providing an opportunity for the employee to provide a response to the proposed recommendation, including additional relevant information and any mitigating or extenuating circumstances or factors. The department head or supervisor or the Town Manager, whichever met with the employee, shall issue a written decision promptly, with a copy to the employee. The final decision may be discharge, lesser discipline or no discipline. The employee will remain employed through the date of the final decision and until the effective date stated in the decision.
7. Application – This Section does not apply to an employee who is on initial probation. Probationary employees may be disciplined or discharged at any time during the probationary period without notice or opportunity to be heard and for any reason.

C. EMPLOYEE PERSONNEL RECORDS.

1. Employee Records – The Town maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume and records of training, documentation of performance evaluations, disciplinary actions, salary increases and other employment records.

Personnel files are the property of the Town and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Town who have a legitimate need to know specific information in a file are allowed access.

Employees who wish to review their own file should contact the Town Manager. With reasonable advance notice, employees may review their personnel files while in the presence of the Town Manager or an individual appointed by the Town Manager.

2. Personal Data Security – The Town recognizes the importance of maintaining the security of personal information and therefore complies with all laws regulating the retention of such information. For purposes of this policy, "personal information" is defined as a person's name, in combination with the person's Social Security number, driver's license or state-issued identification number, financial account number, or credit or debit card number. Personal Information may be found in printed documents and hard files and may also be collected, accessed and stored electronically. Personal Information is covered by this policy whether it is printed or electronically stored.

Employees are required to take all reasonable measures to limit access to personal information, and to limit collection or retention of Personal Information, to only what is reasonably necessary to accomplish legitimate purpose for which the Personal Information is collected, stored or accessed. Further, employees are required to comply with all information security laws and regulations and any other policies and programs adopted by the Town to comply with the Town's obligations to maintain the security of Personal Information.

ARTICLE XX- GRIEVANCE PROCEDURES

Should an employee feel aggrieved concerning the interpretation, meaning, or application of any provisions of the Town's personnel rules, regulations and policies, he/she shall submit the details of such grievance in writing to his or her immediate supervisor or the Town Manager. Within fourteen (14) calendar days thereafter, the supervisor or Town Manager shall meet with the employee and others designated by them for the purpose of discussing the grievance. In all cases the decision of the Town Manager shall be final.

ARTICLE XXI - POLITICAL ACTIVITY

Employees shall refrain from seeking or accepting nomination or election to any office in the Town government that would conflict with the duties of their position as a Town employee. Employees may not use their office or employment in any way for or against any candidate for elective office in the Town government. This policy is not to be construed to prevent Town employees from becoming, or continuing to be, members of any political organization, attending political meetings, expressing their views on political matters, holding a political office, running for political office, voting with complete freedom in any election or engaging in the exercise of other protected political rights.

ARTICLE XXII – SOCIAL MEDIA

The Town recognizes that social media can be a valuable way to market its business. Social media consist of websites like Facebook, Twitter, Instagram, LinkedIn, Snapchat, Reddit, TikTok, blogs, or any other site where one posts or communicates information in a public or quasi-public Internet forum.

The Town's own social media presence is the responsibility of the Town Manager, who may ask certain employees to assist in creating or maintaining the Town's social media profiles. An employee may act on behalf of the Town in the social media context only with express authorization from Town Manager. Any and all content created for the Town social media accounts and the accounts themselves are property of the Town. the Town has ultimate discretion over the content posted on its social media accounts and may remove or alter content at any time. This policy also applies to the Town's website.

The Town understands that employees are free to create and maintain personal social media profiles during non-work hours and on non-work equipment. Employees generally may not use

social media websites on Town information systems or during work time unless authorized to do so by a supervisor. Any employee found to be in violation of these rules may be subject to disciplinary action.

Town employees are prohibited in making social media posts on the towns or their personal social media sites that may be considered inappropriate or derogatory to the town.

ARTICLE XXIII - RESIGNATION

- A. Sufficient notice: To resign in good standing, employees must submit resignations in writing at least ten (10) working days in advance of the effective date of their resignation.
- B. Quitting without sufficient notice: Any employee who quits without sufficient written notice will be regarded as leaving not in good standing and may forfeit accrued vacation pay and prorated sic pay, as provided in Article X of this Policy.

ARTICLE XXIV – EMPLOYEE REFERENCES

The Town does not provide substantive employment references. Information provided to prospective employers of former Town employees will be limited to dates of employment and any other information that the town is legally required to provide under Maine's Right to Know law. This information will be provided by the Town Manager or a designated employee only.

ARTICLE XXV - DRUGS AND ALCOHOL IN THE WORKPLACE

The Town strives to maintain a safe workplace and thus prohibits drug activity while on Town premises or otherwise working on behalf of the Town. The use of drugs or other controlled substances threatens the entire Town environment and will not be tolerated. This policy applies to every Town employee. Employees are not permitted to use, sell, transfer, possess, or be under the influence of alcohol or drugs while on the Town's premises, on work duty, and on breaks.

The Town recognizes that there are state laws that decriminalize the use of marijuana for recreational and medical purposes. However, marijuana is still an illegal substance under federal law. Employees are not permitted to use, sell, transfer, possess, or be under the influence of marijuana in any form, or to be under the influence of marijuana, while on the Town property, on work duty, and on breaks. An employee may be presumed to be under the influence of marijuana if they have ingested marijuana in any form within two hours of starting work. Furthermore, employees must ensure that their persons and effects do not emit the odor of marijuana (or any other illegal drug or alcohol) in the workplace.

Employees are also prohibited from being under the influence of, or impaired by, alcohol or any other substance (including, but not limited to, any prescription or over-the-counter medication) that impairs the employee's job performance or poses a hazard to the safety and welfare of the employee, the public, the Town, or other employees.

The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. If any medication may reasonably impair an employee in the performance of their duties, they should contact the Human Resources Director. Operating a Town-owned vehicle or personal vehicle for Town purposes under the influence of alcohol or drugs is a serious offense and will be grounds for termination.

The guidelines above apply to all employees. Any complaints or conflicts should be directed to supervisors and management. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

A. ALCOHOL AND DRUG TESTING PROCEDURES AND PROTOCOL

Employees are subject to alcohol and drug testing pursuant to 26 M.R.S.A. § 681 (8)(c). The procedures and protocols for such testing are kept with the testing facility and with the Town's HR Director.

ARTICLE XXVI - PROHIBITION OF HARASSMENT, DISCRIMINATION, AND RETALIATION

It is the policy of the Town that all our employees should be able to work in an environment free from all forms of illegal harassment. 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 based on sex, sexual preference or orientation, religion, age, ethnic origin, color, physical or mental disability, genetic information and history, Veterans status, whistleblower activity or any other status or characteristic protected by law will be investigated promptly. There will be no intimidation, discrimination or retaliation against any employee who makes a report of illegal harassment.

Derogatory or vulgar comments regarding a person's sex, sexual preference or orientation, religion, age, ethnic origin, color, physical or mental disability, Veterans status, whistleblower activity or any other status or characteristic protected by law, including 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 discrimination or harassment should report the alleged conduct to the Town Manager or other appropriate management. Management is considered 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.

The Town also prohibits unlawful retaliation against any employee. Forms of retaliation may include termination, threats, or discipline, other forms of reprisal, intimidation, or discrimination against an employee due to that person's participation in activities protected by law and including whistleblowing or taking legally protected leave time.

Employees are always encouraged to bring such concerns to the attention of the Town. Any employee that believes they have been the target of retaliation should report that to the Town pursuant to the Internal Complaint Procedures set forth below.

A complaint alleging discrimination, retaliation, or harassment on the basis of sex, race, color, sexual orientation, physical or mental disability, religion, age, ethnicity, genetic information or history, national origin or any other status or characteristic protected by law and subject to the jurisdiction of the Maine Human Right Commission may also be submitted to the Maine Human Rights Commission at any time within 300 calendar days of the alleged discriminatory incident. It is not required that any of the above procedures be utilized first or in any sequence, nor is it required that any procedure be exhausted before the other is used.

ARTICLE XXVII - 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~~ any harassment. The Town of Raymond will not accept any form of physical, verbal, actions that can create a hostile work environment or sexual harassment by supervisors, coworkers, 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.

Examples of sexual harassment include but are not limited to 1) repeated unwelcome sexual flirtations, advances, or propositions; 2) slurs, jokes, or other language that is sexually oriented; 3) graphic or sexually degrading comments about an individual or his or her appearance; 4) the display of sexually suggestive objects or pictures; and 5) offensive physical contact. the Town will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually related comments or jokes, unwelcome sexual advances, or requests for sexual favors);
- Physical (for example, assault or inappropriate physical contact);
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures); or
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only, and not exhaustive.

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. Note that the conduct described need not occur at work in order to be considered harassment. Even conduct or conversations that take place "off hours" may implicate this policy. Sexual harassment is not permitted regardless of where it occurs if it contributes to a hostile or offensive work environment. Communications that take place via electronic media can constitute or contribute to harassment.

Sexual harassment can be perpetrated by a man or a woman and can occur between members of the same sex.

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, Human Resources, or any member of the Select Board. Any employee who feels that he/she is the victim of sexual harassment initiated by their supervisor should immediately report the matter to the Town Manager or Human Resources. Any employee who feels that he/she is the victim of sexual harassment initiated by the Town Manager should immediately report the matter to the Chair of the Select Board. (Note: All Department Heads shall be considered managers or supervisors. In the Fire/Rescue Department, management shall include the Fire Chief and all Deputy Fire Chiefs. No other officers or supervisors in the Fire /Rescue Department are authorized to act on reports of harassment but are required to report any such instances to the Town.

The Town 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 Select Board. 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. Any employee that believes they have been the target of harassment, including sexual harassment, must report that to the Town pursuant to the Internal Complaint Procedures set forth below. Employees may also report illegal harassment, including sexual harassment, to:

Maine Human Rights Commission
51 State House Station
Augusta, ME 04330
(207) 624-6290

A discrimination complaint alleging harassment on the basis of sex, sexual orientation or sexual harassment may be submitted to the Maine Human Rights Commission at any time within 300 days of the alleged discriminatory incident. It is not required that any of the above procedures be utilized first or in any sequence, nor is it required that any procedure be exhausted before the other is used.

Retaliation Prohibited

Employees should feel free to report concerns about sexual harassment without any fear of reprisal. Any person who brings a sexual harassment complaint or concern will be protected from retaliation in any form, and should report any retaliation immediately to any supervisor or the Town Manager.

In addition, the Town also encourages employees to report other conduct which affects the workplace and working conditions, including harassment based on any other protected category, such as race, national origin, age, sex, and whistleblowing reports. Harassment under such circumstances is prohibited. All such complaints will be addressed and, if necessary, appropriate action will be taken. Employees who report such conduct will be protected from retaliation in any form, and should report any retaliation immediately to any supervisor or the Town Manager. All complaints of retaliation will be investigated and prompt remedial action will be taken.

ARTICLE XXVIII - WORKPLACE SAFETY

All employees have the right to work in an environment free of physical violence, threats and intimidation. The Town's position is that violence is a form of serious misconduct that undermines the integrity of the employment relationship. No employee should be subject to unsolicited and physical violence, threats or intimidation. Such behavior may result in disciplinary action, up to and including dismissal.

The Town has a strong commitment to its employees and citizens to provide a safe, healthy and secure work environment. The Town also expects its employees to maintain a high level of productivity and efficiency.

Under Maine law, an employee may possess a firearm on Town property in parking lots designated for employee use or in a personal vehicle used by an employee to drive to work only if the employee strictly complies with the following requirements:

1. The employee must have a valid permit to carry a concealed firearm under Title 25, chapter 252 of the Maine Revised Statutes or otherwise be licensed to possess a weapon under applicable state law;
2. The firearm must be kept in the employee's vehicle and the vehicle must be locked; and
3. The firearm must not be visible.

All weapons or other dangerous or hazardous devices not kept in strict compliance with this policy are strictly prohibited on Town premises, in Town vehicles, in parking lots designated for employee use, or in a personal vehicle used by an employee to drive to work.

Any violation of this policy will result in disciplinary action up to and including immediate discharge.

Reporting an incident of Violence:

Employees who are victims or witnesses to violent incidents should immediately report such conduct to their supervisor or Town Manager. No employee who reports an incident of violence or threatening conduct or participates in an investigation of such an incident shall be subject to retaliation.

ARTICLE XXIX – SAFETY & USE OF TOWN-OWNED VEHICLES

- A. The Town requires all employees to complete mandatory safety training that complies with Federal (OSHA), State and local requirements. Each Department Head is required to ensure the proper training for each of their employees. Written proof, signed by the employee and Department Head/Certified Training Authority or a valid Certificate of course completion, shall be required for all training, and will be added to each employee's Personnel File. Employees are expected to abide by all safety rules and regulations, which shall be posted on bulletin boards, announced at staff meetings or otherwise communicated by the Town. An employee's failure to comply may result in disciplinary action and/or termination. It is mandatory that all employees wear the appropriate protective clothing and equipment as listed below based on their position within the Town. The list provided is to outline some examples and is not exclusive of what may be considered appropriate protective clothing and equipment: steel toe boots, eye and ear protection, head protection, seat belts as required by State of Maine law, and reflective safety vests.

B. Smoking Policy

Smoking, including the use of electronic cigarettes (vaping), is not allowed in any Town workplace. It is the policy of the Town to comply with all applicable federal/state laws, and local ordinance regarding no smoking in the workplace and in public areas. The Town of Raymond further prohibits smoking tobacco in town vehicles.

C. Phone Usage

Phone use is limited to business matters during working hours. Employees are allowed to use cell phones for personal use only during breaks and should not be on the phone during working hours. Supervisors/Managers, however, are entitled to phone usage throughout the day as long as it is related to Town matters, and not for personal matters. Cell phone usage is prohibited while on machinery regardless of employee or supervisor/manager status. Failure to abide by these regulations will result in disciplinary action up to and including termination.

Phone Usage in Vehicle

The Town is committed to protecting employees and others from the hazards that can be caused by use of a cellular telephone while driving, whether for telephone calls, text-messaging, reading or sending e-mail or accessing the Internet. Accordingly, all employees of the Town (including supervisors and management) are required to adhere to the following guidelines:

- a. Employees operating Town vehicles, or operating their own vehicles on ~~company~~ Town business, must pull over to the side of the road when it is safe to do so before

using a cellular telephone for any purpose or use an approved hands-free device as required by Maine law.

- b. Employees must adhere to all federal, state and local laws, regulations and ordinances governing the use of cellular telephones while driving. These laws vary from state to state; it is the individual's responsibility to comply with state law.
- c. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.
- d. Employees are always expected to exercise discretion and care while using a cellular telephone and to avoid placing themselves or others at risk.

Violators of this policy will be subject to discipline, up to and including termination.

D. Bulletin Boards/Non-Solicitation

Bulletin boards placed in designated areas provide employees access to important posted information and announcements. The employee is responsible for reading information posted on the bulletin boards. The Town reserves the discretion to remove items from the bulletin board which are inappropriate.

All solicitations for charities, organizations, groups, businesses, services, etc. must be approved by the Town Manager prior to posting. The Town reserves the right to reject any solicitation, in any format, if the Town Manager deems it not in the best interests of the Town. In person solicitation must also be pre-approved by the Town Manager.

E. Use of Town-Owned Vehicles

Certain positions require employee access to Town Owned Vehicles, either during a work shift or on a 24-hour on-call basis. Town employees classified as "Emergency Personnel" or who that may be called in for "Public Safety" work related to ensuring the roads are free and clear of debris and properly maintained in the winter months and Town-owned vehicles identified as "Fire" "Police" or "Public Works" are considered Qualified Nonpersonal Use Vehicles. Use of a "Qualified Non-Personal Use Vehicle", as defined by the Internal Revenue Code, is not a taxable fringe benefit and does not impact the employee's income.

In certain other circumstances, employees may be assigned a Town-owned vehicle and required to commute and use the Town-owned vehicle for official Town business in the course of their employment. These Town-owned vehicle assignments will be based on the following considerations:

- 1) Requirements of the job
- 2) Productivity
- 3) Availability of Town Owned Vehicles
- 4) Cost to the Town

For an employee to be assigned a Town-owned vehicle, the employee must possess a valid Maine driver's license and maintain a safe driving history. Town vehicle assignments are not permanent and will be reviewed annually by the Department Heads and the Town Manager.

Town employees who are assigned a Town-owned vehicle are prohibited from using the vehicle for personal use, other than commuting and de minimis personal use (i.e. stopping on the way to or from work to run an errand). The Finance Director will maintain a list of employees assigned a Town-owned vehicle and whether the vehicle is a Qualified Nonpersonal Use Vehicle.

Except for Qualified Nonpersonal Use vehicles defined above, a \$1.50 per one-way commute (home to work or work to home) shall be includable in the employee's taxable gross income for any Town employee commuting to or from work in a Town-owned vehicle.

The applicable charges will be calculated on a per-pay period basis. Unless the employee demonstrates otherwise, it will be assumed that the employee commuted both to and from work on any given day. This will also be applicable to partial days worked, therefore; \$3.00 per day will be included in the employee's taxable gross wages based on the number of days worked in the prior pay period to include partial days worked. It is also expected that for a scheduled vacation or known qualified event to take sick time exceeding a day, the Town-owned vehicle will remain on site and not at the employee's home.

Except for a Town employee's use of qualified non-personal use vehicle, all employees of the town shall not use or permit the use of a Town-owned vehicle for any purpose other than official town business or de minimis personal use.

ARTICLE XXX – ELECTRONIC COMMUNICATION POLICY

The Town, in an age of growing technology and electronic communication, implements this policy to clearly define employee expectations and responsibilities.

“System” means all telephones, computers, facsimile machines, voicemail, e-mail, and other electronic communication, copying or data storage systems or equipment leased, owned or in the possession of the Town, including, but not limited to, any computer, computer system, or any storage device or medium that the Town provides to an employee or that is physically or electronically connected to any other part of the System.

“Electronic communication” means all electronic communications, data, software, files, and other information created, modified, located upon, received or transmitted by, or stored upon, any part of the System, including, but not limited to e-mail, voicemail, and Internet usage.

All parts of the System are owned by the Town and/or are provided solely for use in the Town's business activities. All electronic communications are the Town's property. The Town has the right and the ability to monitor and review all electronic communications at any time without notice to its employees or any other party and for any purpose whatsoever.

Town employees may not use the System, or send, receive, create or store electronic communications upon the System, in a manner that is illegal, disruptive to others, or that

interferes with the Town's business activities. All Town employees are prohibited from using any part of the System to harass others, or to download, obtain, display, store, receive or transmit:

- a) Any information that is sexually explicit, obscene, or of a sexual nature, that contains libelous or defamatory material, or that would not be permitted on any bulletin located on Town property;
- b) Any ethnic, racial or religious slurs, or anything that is, or may be construed as, disparagement of others based on race, color, national origin, ancestry, gender, sexual orientation, age, disability, religious or political beliefs, or any other basis prohibited by law; or
- c) The System may also not be used to solicit anyone for any commercial, religious, charitable, or political causes, or for outside organizations. Except as otherwise provided below, the System may not be used for any other purpose that is not related to Town business.

E-mail is used to transmit and receive messages internally and externally on matters of business connected to the Town. The occasional employee use of e-mail with permissible content for personal matters is not prohibited, but is discouraged.

Voicemail is used to leave messages for employees regarding matters of a business nature. Voicemail boxes will occasionally be emptied to free up System space.

Internet usage is to be limited to matters of business connected to the Town. The occasional use of the Internet for otherwise permissible personal matters is not prohibited, but is discouraged. Any downloading of materials or loading of programs/software onto any part of the System without permission from Town technical staff is prohibited.

ARTICLE XXXI – TRAINING

All town employees will be required to occasionally take trainings as recommended for their positions and as directed by Maine Department of Labor. Some training will be mandatory and maybe assigned a deadline to complete. The cost of training required for employees will be paid for by the Town. Employees who do not complete mandated training may be subjected to disciplinary actions and it will reflect in merit pay raises decisions.

ARTICLE XXXII – INFECTIOUS DISEASE POLICY

SEE APPENDIX B

ARTICLE XXXIII – SEVERABILITY AND EFFECTIVE DATE

If any Article, Section or provision of this Policy should be found to be invalid or unenforceable by decision of the courts, only that Article, Section or provision specified in such decision shall be of no force and effect and such decision shall not invalidate any other Article, Section or provision.

Revisions to the policies may occur from time to time, as the Select Board deems necessary. When any of the policies are updated, they supersede the policies in this manual and employees will be provided with copies of the updates.

Personnel Policies in this document are effective as of their date of adoption by the Town Select Board. These personnel policies supersede all existing personnel policies and all existing past practices which are contrary to the purpose and intent of this Handbook.

This manual addresses the basic employment policy of the Town and supersedes all previous manuals and written or implied policies. Occasionally, it may become necessary to modify, change, update, revoke, replace, or even terminate the policies outlined in this manual, and the Town reserves the right to make changes at any time at its discretion. Employees will, of course, be notified of such changes as they occur.

ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Town of Raymond Personnel Policy. I have read the policy and agree to follow the policy.

I am aware that if, at any time, I have questions regarding Town policies I should direct them to my Department Head or the Town Manager. I understand it is my obligation to ask questions and obtain clarification before acting if I have any questions as to the scope and applicability of these policies.

I know that Town policies and other related documents do not form a contract of employment and are not a guarantee by the Town of the conditions and benefits that are described within them. Nevertheless, the provisions of such Town policies are incorporated into the acknowledgement, and I agree that I shall abide by its provisions.

I am also aware that the Town of Raymond, at any time, may on reasonable notice, change, add to, or delete from the provisions of the Town policies for which I will be notified.

Employee's Printed Name

Position

Employee's Signature

Date

SELECT BOARD APPROVAL

Town of Raymond Personnel Policy updated and approved this 10th day of December 2024, by the Raymond Select Board:

Rolf Olsen, Chair

Teresa Sadak, Vice Chair

Derek Ray

Samuel Gifford

Denis Morse

APPENDIX A - FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

Please note that depending upon the number of employees employed by the Town, and the individual employee's eligibility, the Federal and Maine FMLA, or both, may not apply to the employee. Please consult with the Town Manager or the Town HR Director when applying for FMLA.

A. Federal FMLA

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during their prior twelve (12) months with the Town may be eligible to take up to twelve (12) weeks of unpaid leave (FMLA leave) for the following reasons:

1. Birth of a child of the employee;
2. Placement of a child into the employee's family by adoption or by a foster care arrangement;
3. Care of the employee's spouse, parent, or child who has a serious health condition;
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition;
5. "Military Family Leave" due to "any qualifying exigency" arising out of the fact that the spouse, child, or parent of the employee is on active duty or has been notified of an impending call to active status in either the National Guard or Reserves.

In addition, employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twenty-six (26) weeks of unpaid "Military Family Leave" leave to care for a seriously injured service member (regular armed forces, National Guard or Reserves) who is the spouse, child, parent or next of kin of the employee. The 26-week period includes any 12-week period permitted for any other qualifying FMLA reason.

B. Maine FMLA

Employees who have worked for the Town for 12 months but for less than 1,250 hours during the past year and are not eligible for Federal FMLA may be eligible for a 10-week Family and Medical Leave under Maine law. Such employees should follow the procedures set forth herein to apply for a Maine FMLA leave.

Maine FMLA law permits family and medical leave to be taken for the following

reasons:

1. Birth of a child of the employee or a child of the employee's domestic partner;
2. Placement of a child under 16 years of age into the employee's family by adoption or by a foster care arrangement;
3. The serious health condition of the employee's spouse, parent, child, sibling (who is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements), domestic partner, or domestic partner's child, or the death of one of the aforementioned individuals who is a member of the military and who dies while on active duty.
4. Inability of the employee to perform the functions of the employee's position due to a serious health condition;
5. The donation of an organ by the employee; or
6. The death or serious health condition of the employee's spouse, domestic partner, parent, sibling (who is jointly responsible with the employee for each other's common welfare as evidenced by joint living arrangements and joint financial arrangements), or child, if that person is a member of the military and dies or incurs a serious health condition while on active duty.

C. Procedures

Any federal FMLA leave taken by an employee during the preceding twelve (12) month period will be used to determine the amount of available leave pursuant to the federal Family and Medical Leave Act. For example, if an employee used four weeks of leave beginning February 1, 2013, four weeks of leave beginning June 1, 2013, and four weeks of leave beginning December 1, 2013, the employee would not be entitled to any additional leave until February 1, 2014. On February 1, 2014, the employee would be entitled to four weeks of leave, and on June 1, 2014, the employee would be entitled to an additional four weeks, etc.

The right to FMLA for the birth and/or placement of a child into an employee's family may only be taken within the twelve (12) months after the date of the birth or placement of the child. In the case of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and the Town agree. If both spouses are employed by the Town, the combined leave shall not exceed twelve (12) weeks.

For purposes of this policy, a serious health condition means an illness, injury,

impairment or physical or mental condition that involves:

- any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital; hospice or residential medical care facility;
- any period or incapacity requiring absence from work or other regular daily activities for more than three (3) calendar days that also involves continuous treatment by or under the supervision of a healthcare provider; or
- continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) calendar days; or
- prenatal care.

In the case of unpaid FMLA leave for serious health conditions, the leave may be taken intermittently or on a reduced hours basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hours basis due to a family member's or the employee's own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee's regular job. The temporary position will have equivalent pay and benefits as the employee's regular job.

Employees are required to use their available vacation time during any unpaid FMLA leave period, and available sick/personal time is required to be used when unpaid family leave is taken because of the employee's serious health condition. In the case of family leave due to reasons other than the employee's serious health condition, the employee may opt to use available sick/personal time. The remainder of the FMLA leave will be unpaid.

Employees out on paid Worker's Compensation leave or paid Disability Leave may elect to use available sick and/or vacation leave during their absence, but are not required to do so.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days' notice of the employee's intention to take leave. If the date of birth or placement of a child requires the employee's leave to begin in less than thirty (30) days from the date of notice to the Town, the employee must provide such notice as soon as practical. Where the necessity for leave is due to a family member's or an employee's own serious health condition and is foreseeable based on planned medical treatment, the employee must:

- give at least thirty (30) days' notice, or as soon as practical if treatment starts in less than thirty (30) days; and
- make a reasonable effort to schedule the treatment so as not to unduly disrupt the operation of the Town, subject to the approval of the healthcare provider.

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any FMLA leave request based on a family member's or employee's own serious health condition must be supported by certification from a healthcare provider. Fifteen calendar days will be allowed to provide the certification. Certification from the healthcare provider must contain:

- the date the serious health condition began;
- the possible duration of the condition;
- the appropriate medical facts regarding the condition;
- if the leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that need will continue;
- if the leave is based on the employee's own serious health condition, a statement that the employee is unable to perform the functions of his/her job;
- in the case of intermittent leave or leave on a reduced hours basis for planned medical treatment, the date and duration of the treatment should be specified; and
- in the case of intermittent leave or leave on a reduced hours basis for medical conditions that do not necessarily involve planned medical treatment, an estimate as to the anticipated frequency and timing of the absences should be given.

During FMLA leaves of absence, the Town will continue to pay its portion of the health insurance premium, if any, and the employee must continue to pay his/her share of the premium, if any, including family plan premiums. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage. If the employee does not return to work after the expiration of any unpaid FMLA leave, the employee may be required to reimburse the Town for payment of health insurance premiums during the family leave, unless the employee does not return because of the presence of a serious health condition which prevents the employee from performing his/her job or circumstances beyond the control of the employee.

During FMLA leave, the employee shall not accrue employment benefits, such as vacation pay, sick pay, pension, etc. Employment benefits accrued by the employee up to the day on which the family leave of absence begins will not be lost.

The Town may require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic recertification of the medical condition. An employee taking leave due to the employee's serious health condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave. Employees with chronic or continuing health issues may be required to provide recertification every six (6) months.

Employees who return to work from FMLA leave within or on the business day following the expiration of the ten/twelve/twenty-six (10/12/26) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay.

Upon returning to work from a FMLA leave within or on the business day following the expiration of the (10/12/26 weeks, up to two vacation days may be taken during the next 90 days.

Applications for FMLA leave must be submitted in writing and signed by the employee's immediate supervisor. Applications should be submitted at least thirty (30) days before the leave is to commence or as soon as possible if thirty (30) days' notice is not possible. All necessary forms are available from the Town Manager or his designee. Appropriate forms must be submitted to the Town Manager and/or his designee to initiate a family leave and to return the employee to active status.

Each employee taking leave that meets the requirements for FMLA leave will be provided the "Response to Your Request for Leave" form. Other forms relating to FMLA leave can be obtained from the Town office.

APPENDIX B - INFECTIOUS DISEASE POLICY

A. Purpose

This is to establish the policy of the Town for managing infectious disease issues as they relate to employees and/or prospective employees including but not limited to the following diseases: AIDS, Chickenpox, Hepatitis A, Hepatitis B, Impetigo, Measles, Mumps, Pertussis, and Parasitic Infestations. Any employee or volunteer who could or does come into contact with bodily fluids while performing their job as a Town employee or volunteer, should immediately reference the Town Exposure Control Plan. Copies of the Exposure Control Plan are available in the Town Manager's office, as well as in the Police, Fire/Rescue, Public Works and Community Services Departments.

B. Policy

1. It is the policy of the Town to assure to the extent possible a safe and beautiful work environment.
2. It is also the policy of the Town to ensure full compliance with state, federal, and local requirements dealing with infectious diseases.
3. Town procedures shall comply with the Center for Disease Control recommendations for specific infectious diseases. These recommendations will be available through the employee's Department Head.
4. It is the obligation of all Town employees to take all reasonable precautions to protect themselves, co-workers, clients and the public from infectious diseases.
5. The Town shall make available to all employees and volunteers who have occupational exposure the Hepatitis B vaccination series and post-exposure evaluation and follow-up. Please reference the Town Exposure Control Plan for detailed information on necessary procedure to follow.

C. Procedures

1. The Town will not discriminate against employees and or prospective employees with infectious diseases who are otherwise qualified to perform their job functions with reasonable accommodation. Employees with infectious diseases will be treated under existing policies, state, federal, and local requirements, and collective bargaining agreements.
2. Where allowed by law, the Town retains the right to test employees for infectious diseases.
3. The Town must maintain confidentiality regarding an employee's health status, and does not have a duty to inform other individuals or organizations unless required by law.

4. Upon medical confirmation of an infectious disease that may be a threat to the public health, the affected employee has the responsibility to notify the Town's Personnel Administrator, and to carry out his or her assigned duties if reasonable accommodations can be made.
5. Upon notification by an employee that an infectious disease has been confirmed and is a threat to the public health, the Personnel Administrator will:
 - a. Secure, if possible, all appropriate releases for information from the employee and notify those individuals for whom those releases have been acquired.
 - b. Assist in the identification of reasonable accommodations to be made, if any.
 - c. Assist individual departments, if necessary, in complying with this policy.
 - d. Then Town will treat all occupational infectious disease injuries or illnesses according to state law.
6. The Town will provide appropriate education opportunities and current informational material on infectious disease issues, including prevention, protection, control measures, and treatment practices.
7. Individual departments have the right to develop protocols regarding infectious disease control provided that those protocols conform to this policy.
8. An employee cannot refuse to carry out his or her assigned duties when dealing with a co-worker or a member of the public with an infectious disease unless that individual makes a threat of harm to the employee. Failure to adhere to this procedure will result in disciplinary action.

D. Accidental Needle Stick Procedure

Police, fire, rescue and solid waste personnel have the highest risk of exposure to needles and syringes. Exposure to a used, contaminated needle places an employee at risk for contracting an infectious disease. In the event of an accidental puncture with a contaminated needle, the procedure is as follows:

1. Wash the puncture site thoroughly with soap/disinfectant and water.
2. Report the incident to your supervisor.
3. Police, fire or rescue personnel must notify the medical facility receiving the patient of the incident.
4. Complete Incident and/or Workers Compensation forms.

5. Establish your potential exposure risk to infectious diseases.

6. Notify your Department Head to establish your:

- a) Tetanus status,
- b) Hepatitis B status, and
- c) HIV exposure.

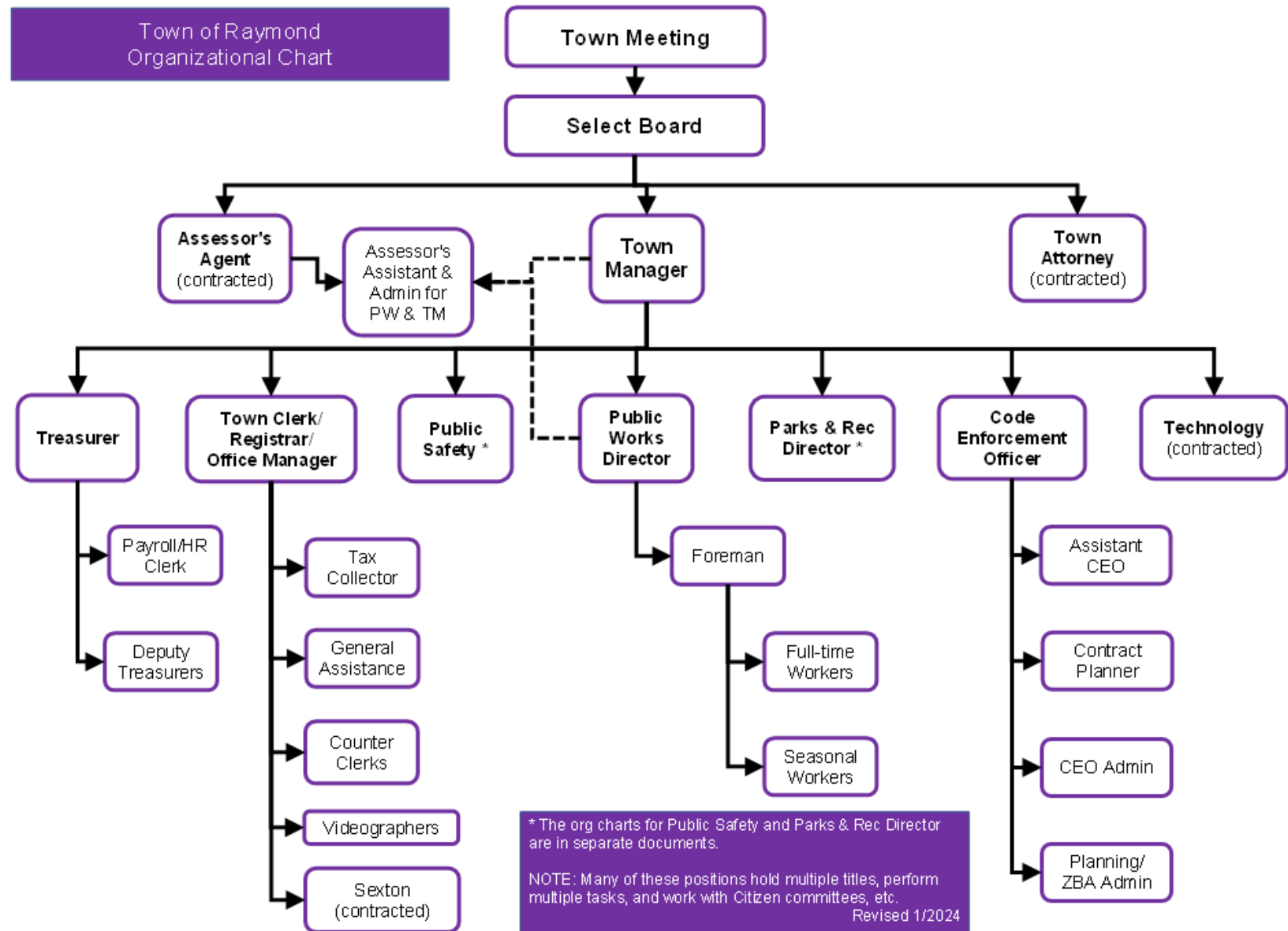
7. Seek further medical attention if necessary.

E. Procedure for Exposure to AIDS Infection

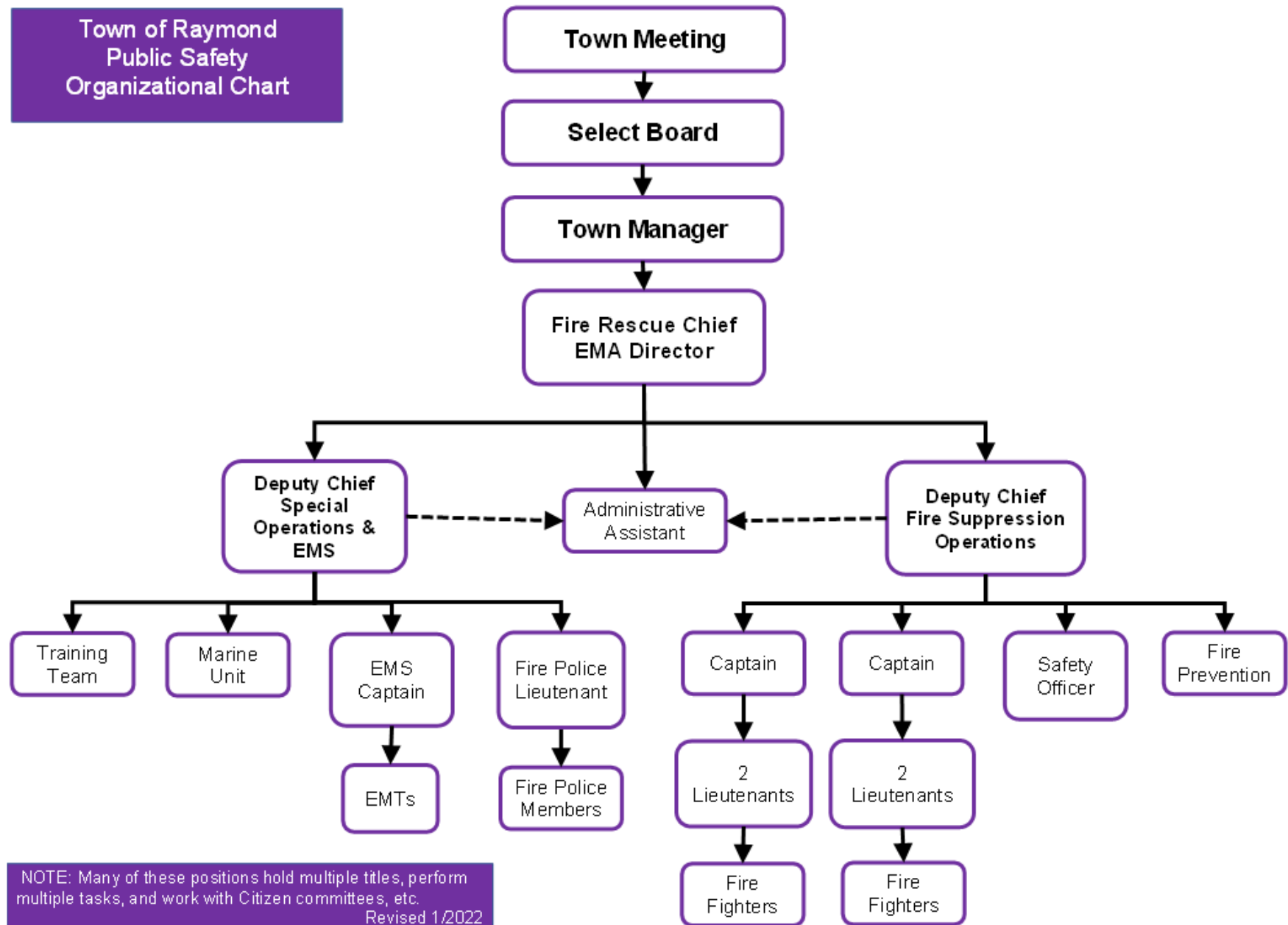
If a Town employee is exposed to the blood or body-fluid of a known or highly suspected AIDS infected person:

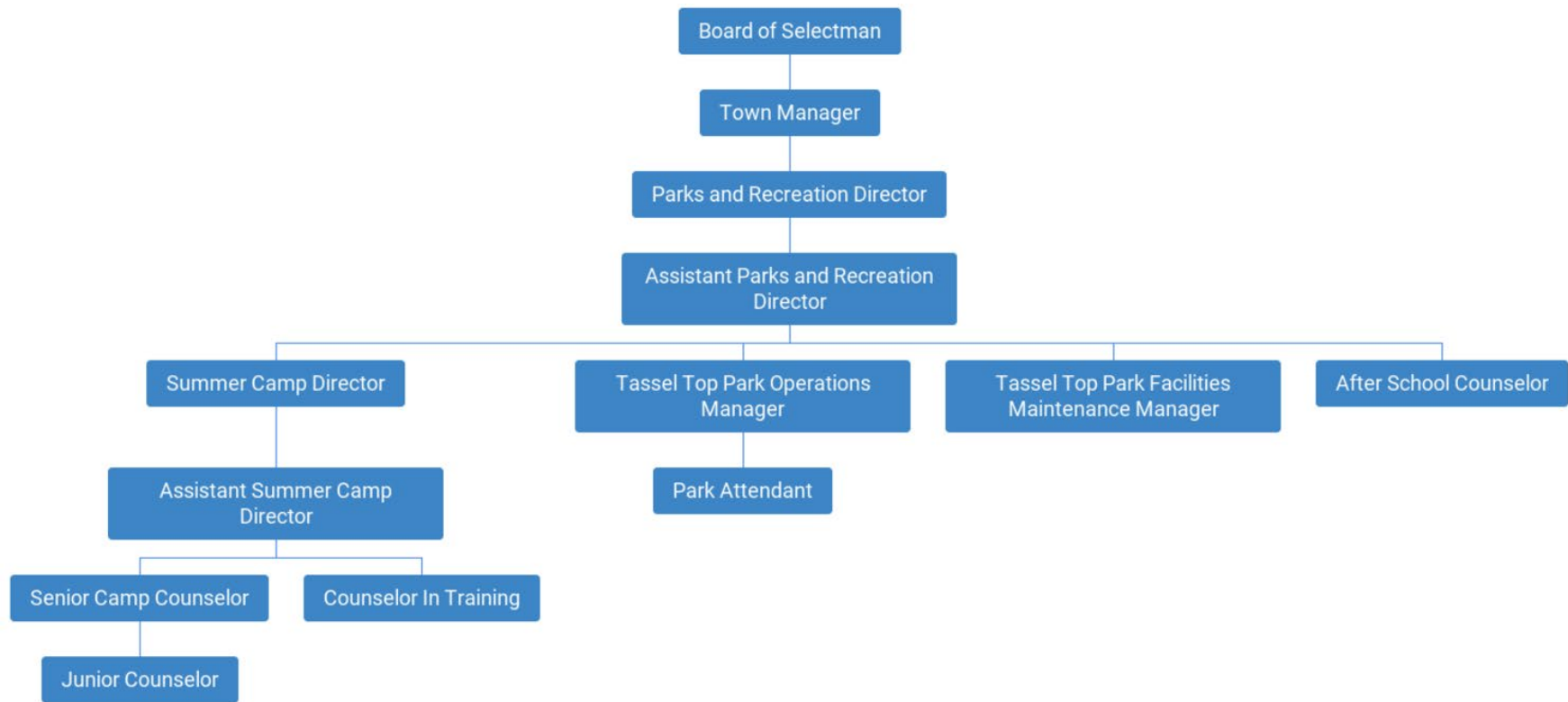
1. Wash the exposed areas thoroughly with soap and water. Clean any spills with one (1) part bleach to ten (10) parts water solution.
2. Report the incident to your supervisor.
3. Complete the Incident and Workers Compensation forms.
4. Notify your Department Head as soon as possible to schedule an appointment for a voluntary blood test.
5. The blood test will be drawn within two weeks of the incident, six months later, and nine months later. The blood test is sent to the Maine Public Health Division in Augusta. Results are received approximately one week later. You will be notified of the test results.
6. If all three specimens are negative, you are considered not to be infected.
7. Counseling occurs with each visit or when requested, and is also available to family members and co-workers.
8. Emotional counseling is available through a counselor of the employee's choice and to be provided by the Town.
9. Strict confidence will be maintained in all incidents unless appropriate medical and/or information releases have been obtained.

APPENDIX C – ORGANIZATIONAL CHARTS



**Town of Raymond
Public Safety
Organizational Chart**





Traffic Data Thus Far

The speed sign was placed on 3 roads from November 10, 2024, to November 27, 2024, to test the equipment and see what we would get for data. The roads were as follows:

Egypt Road (45 mph posted) from November 10-13, 2024.

Main Street (25 mph posted) from November 13-19, 2024.

Plains Road (40 mph posted) from November 19-27, 2024.

The data the sign collects is the minimum speed, maximum speed, mean speed, and total vehicles for each hour. This is not a significant sample size, so statistically we can not draw conclusions from this sample. There are some anecdotal observations that can be made:

- The mean speed on each road is fairly uniform and mostly near the posted speed limit, except for Main Street which is mostly 5 mph over the speed limit.

- On Egypt Road the time period from 10am to 1pm each day shows the most traffic.

- Plains Road seems to be uniformly busy from 10am to 10pm.

- The highest speed on Egypt Road was 68, there were 4 instances where the maximum speed was in the 60s out of 69 hours of data or 6%.

- Around midnight on the 14th someone managed to hit 59 on Main Street.

- Plains Road had 1 instance of 71mph and 20 out of 99 had a maximum speed in the 60s or 20%.

PROPOSED BUDGET GOALS

FY 2025 – 2026

- 1. Maintaining or lowering the tax rate (FY2024-25 mill rate is \$17.20) by reviewing procedures and practices to creatively see what it would take to do better, in other words think about better ways to do what needs to be done**
- 2. Continue commitment to the improvement and maintenance of the Town roads**
- 3. Undesignated fund balance can be utilized within existing policy to accomplish priority number one. (see below policy)**
- 4. All budget areas are on the table for discussion and review**
- 5. Core services driven budget**

Financial Policy Excerpt:

UNASSIGNED GENERAL FUND BALANCE (SURPLUS)

The purpose of maintaining surplus is to ensure adequate undesignated reserves to respond to unforeseen emergencies and provide overall financial stability.

In view of the unpredictability of non-tax revenues, the Town of Raymond shall set as a target sufficient fund balance to both protect the creditworthiness of the Town and ensure adequate liquid funds for emergency needs.

The goal of the Town is to have a level of undesignated surplus equal to at least 15% of the prior year's tax commitment. This level of surplus is to be exclusive of any amount already designated to be paid from surplus.

The appropriate use of any funds over that level shall be determined upon receipt of audited figures, and used, with Town Meeting approval, for equipment reserves, capital improvements, debt reduction, and/or real estate tax reduction.

FY 2025-2026 Budget Schedule - tentative

SCHEDULE FY2026 BUDGET DEVELOPMENT JULY 1, 2025 – JUNE 30, 2026

("Joint Meeting" is a Select Board meeting with the Budget-Finance Committee invited)

Date	Who	Description
Tuesday, December 10, 2024	Select Board	6:00pm – Set budget goals and approve tentative meeting calendar
Wednesday, December 18, 2024	Budget-Finance Committee	6:30pm – Review budget meeting calendar
Friday, January 16, 2025	Outside Agencies	Submit proposed budget(s) to Town Manager and Finance Director
Thursday, January 30, 2025	Department Heads	Submit proposed budget(s) to Town Manager and Finance Director
Wednesday, February 19, 2025	Town Manager	Submit proposed budget to Select Board and Budget-Finance Committee
Wednesday, February 26, 2025	Joint Meeting	6:00pm – Department Head Review #1 (CIP Requests will be reviewed & discussed at the time of the coinciding department review.) <div style="display: flex; justify-content: space-between;"> <div>Administration</div> <div>Public Safety</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Assessing</div> <div>Animal Control</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Code Enforcement</div> <div>Fire Department</div> </div> <div style="display: flex; justify-content: space-between;"> <div>General Assistance</div> <div>Technology</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Town Insurances</div> <div>Debt Service</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Employee Benefits</div> <div>TIF</div> </div>
Thursday, February 27, 2025	Joint Meeting	6:00pm – Department Head Review #2 (CIP Requests will be reviewed & discussed at the time of the coinciding department review.) <div style="display: flex; justify-content: space-between;"> <div>Public Works</div> <div>Public Services</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Solid Waste</div> <div>Cemeteries</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Town Buildings</div> <div>Provider Agencies</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Parks & Recreation / Tassel Top</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Raymond Village Library</div> <div>Revenues</div> </div>
Tuesday, March 11, 2025	Joint Meeting	7:00pm (approximately) – Budget Workshop following Select Board Regular Meeting at 6:00pm
Friday, March 14, 2025	Town Manager	Submit the draft Warrant Budget Articles to the Select Board and Budget-Finance Committee
Tuesday, March 25, 2025	Select Board	6:00pm – Warrant article review and recommendations

Date	Who	Description
Tuesday, April 1, 2025	Budget-Finance Committee	6:30pm – Vote on recommendations for each budget warrant article
Thursday, April 3, 2025	Select Board	6:00pm – Final Warrant Approval
Tuesday, April 8, 2025	Select Board	6:00pm – 1 st Public Hearing for the Annual Town Meeting Warrant
Tuesday, May 13, 2025	Select Board	6:00pm – 2 nd Public Hearing for the Annual Town Meeting Warrant
Tuesday, June 10, 2025	Annual Town Meeting	7am-8pm – Secret Ballot Referendum Vote – at JSMS Gym

Biennial Appointment of Voter Registrar

Town of Raymond
401 Webbs Mills Road
Raymond, Maine 04071

Appointment of Registrar of Voters

State of Maine

December 10, 2024

To: Melanie Fernald

Pursuant to 21-A MRSA §101 (2) we do hereby appoint you as the Registrar of Voters for the Town of Raymond. Your term expires on December 31, 2026.

Given under our hand on this 10th day of December 2024.

Rolf Olsen, Chair

Teresa Sadak, Vice-Chair

Samuel Gifford

Derek Ray

Denis Morse