

City of Gardiner and Town of Randolph Employee Loan Agreement

"1. Loaned Employee Services: The City of Gardiner agrees to make available to the Town of Randolph, on a loaned employee basis, the services of Gardiner's wastewater treatment superintendent, Chuck Applebee ("the loaned employee"), to perform as needed any of the services described in the "Scope of Services" attached hereto as Exhibit A, subject to the following provisions: The Scope of Services may be expanded upon authorization of the Randolph Board of Selectmen and the Gardiner City Manager.

(a) The loaned employee's duties as the City of Gardiner's Wastewater Treatment Superintendent shall have priority over the services to be provided to Randolph under this agreement. The loaned employee shall perform services for Randolph only when requested by the Town of Randolph, and only when such employee has time available to perform such services in combination with such employee's satisfactory performance of his regular services for the City of Gardiner.

"2. Compensation and Cost Reimbursement: The loaned employee shall continue to be paid and to receive his normal salary and benefits from the City of Gardiner. Randolph shall reimburse Gardiner's cost for the loaned employee's services at a rate of \$38.20 per hour, which rate includes Gardiner's cost for salary, employee benefits, sick leave, general overhead, retirement, etc. The loaned employee shall receive no separate compensation from Randolph for the services to be provided. Payment shall be made by the Town of Randolph in response to monthly invoices from the City of Gardiner.

The hourly reimbursement rate shall be adjusted annually, as of July 1st, to reflect changes in the City of Gardiner's costs for the Superintendent's annual salary, benefits and overhead. Gardiner shall provide written notice to Randolph of the adjusted reimbursement rate following final approval of Gardiner's annual municipal budget.

"3. Liability: The loaned employee shall be deemed to be a municipal employee of the Town of Randolph solely for liability purposes, with respect to any services performed for the Town of Randolph under this agreement. Randolph shall defend, indemnify and hold harmless the loaned employee and the City of Gardiner fully and completely against any and all claims, demands, action, judgments or suits of any person arising out of the loaned employee's provision of services hereunder. The Town of Randolph's Liability Insurance will cover all work under this agreement.

4. Termination. This agreement may be terminated by either party at any time, upon thirty (30) days prior written notice. Termination in accordance with this section shall not relieve Randolph of the obligation to reimburse Gardiner for services provided prior to the effective date of the termination.

For the City of Gardiner

City Manager

Date

For the Town of Randolph

Robert Edwards

City Manager

Edward G. Robinson
Selectmen

March 11, 2008
Date

"Exhibit A"

1. Pump Station Upgrade Process Assistance
 - a. Create a "Request for Proposal" for Engineering Services.
 - b. Provide assistance during the review and interview process to the Selectmen and or Committee assigned by the Selectmen.
 - c. Provide assistance as requested by the Selectmen during design and construction of the Pump Station.
 - d. Participate in Public Meetings as requested by the Board of Selectmen
Estimate \$320 - \$450 depending on required meeting

2. Infiltration and Inflow Assistance (Review of Sewer Pipe Leaks on Private and Public Sources)
 - a. Meet with the Department of Environmental Protection
 - b. Provide oversight for identifying and removing private and public sources
 - c. Participate in Public Meetings as requested by the Board of Selectmen
Estimate \$300

3. Reporting as needed and requested
 - a. Combined Sewer Overflow Report
Estimate \$80