



**SELECTMEN'S MEETING e-Packet**  
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**December 8, 2009**

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## BOARD OF SELECTMEN

### AGENDA

Tuesday, December 8 2009

7:00 p.m.

JSMS Broadcast Studio

#### SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated November 10, 2009
- 3) New business.
  - a) Chevrolet DerbyFest 2010 overview and request for use of Raymond facilities – Tom Noonan, Sebago Lake Rotary Club
  - b) Beautification Committee recognition – Chair Sharon Dodson
  - c) Liquor License Renewal (Class XI Restaurant/Lounge) – William & Kimberly Hines, Whines Ent. Inc. d/b/a Cafe Sebago, 1248 Roosevelt Trail
  - d) Update on single stream solid waste recycling and discussion of new RFP for roadside collection services – Recycling Committee Co-Chair Eileen Stiles
  - e) Appoint new Selectman representative to MMWAC Board – Board of Selectmen
  - f) Executive Session – Discussion of Personnel Matter as pursuant to 1 M.R.S.A. § 405(6)(A)
  - g) Fiscal year 2010/2011 municipal budget goal setting discussion and adoption of Budget Schedule – Town Manager Don Willard
- 4) Old (unfinished) business.
  - a) Interview and appointment discussion alternate member vacancy on Appeals Board – Sheila Philpot
- 5) Town Manager Report and Communications.
  - a) Confirm date for next meeting -- Proposed Tuesday, January 12, 2010 or Tuesday, January 19, 2010.
  - b) Clarification of the status of District 2 building chimney.
- 6) **Selectmen Communications.** This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.
- 7) **Fiscal Warrants – Payroll and Appropriation Warrants – December 8, 2009.**

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

**8) Adjournment.**

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



**BOARD OF SELECTMEN  
AGENDA SUMMARY**  
Tuesday, December 8 2009  
7:00 p.m.  
JSMS Broadcast Studio

**SELECTMEN'S MEETING**

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated November 10, 2009**
- 3) **New business.**

**a) Chevrolet DerbyFest 2010 overview and request for use of Raymond facilities – Tom Noonan, Sebago Lake Rotary Club**

Chevrolet DerbyFest organizer Tom Noonan of the Sebago Lake Rotary Club will be providing program information and a specific request for the utilization of certain Raymond facilities to support the upcoming event scheduled for February 19-21, 2010. The main activities will be held again at Point Sebago in Casco, with fish weighing and some non-fishing elements of the event held at Raymond Beach. In prior years the town has provided support to the derby which included keeping town parking areas plowed open at Raymond Beach and Tassel Top Park, Fire Rescue support, and assistance with planning and traffic routing. A copy of Mr. Noonan's application/request is attached to the e-packet. Town staff will be in attendance at the meeting to discuss any potential impacts or concerns.

**b) Beautification Committee recognition – Chair Sharon Dodson**

Chairman of the Board of Selectmen Mike Reynolds will be presenting a certificate of appreciation to Beautification Committee Chairperson Sharon Dodson in recognition of the Beautification Committee's work in improving the public spaces and gardens along the Route 302 corridor, at the Town Office, and schools. The Beautification Committee has undertaken this volunteer community improvement program since its inception six years ago. Detailed information about the Beautification Committee and program activities are available on the town's website at [www.raymondmaine.org](http://www.raymondmaine.org). New volunteers are always welcome and businesses interested in contributing financial or in kind resources to help support improvements, adopt a garden or help with ongoing maintenance within the town's commercial corridor are appreciated and welcomed.

**c) Liquor License Renewal (Class XI Restaurant/Lounge) – William & Kimberly Hines, Whines Ent. Inc. d/b/a Cafe Sebago, 1248 Roosevelt Trail**

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

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

**d) Update on single stream solid waste recycling and discussion of new RFP for roadside collection services – Recycling Committee Co-Chair Eileen Stiles**

Recycling Committee Co-Chair Eileen Stiles will be discussing the possibility of the town adopting a single stream recycling system to increase the number of items recycled, as well as decrease the effort required of individual citizens by recycling without sorting curbside. Single sort materials can be co-mingled in a compactor truck and later separated at the recycling center before being marketed as individual commodities. Single stream recycling will make it easier for residents to recycle and the town better able to reach state recycling goals. This possibility has been discussed in the past but rejected due to cost considerations exceeding the current program. Another topic under discussion at the meeting will be the need to issue a new request for proposals (RFP) for both roadside collection of MSW and recyclables including single sort as an option. A memo from the Recycling Committee is included in the agenda e-packet, as well as a copy of the existing RFP and three-year contract which will expire on June 30, 2010 as well as some possible issues for consideration under the new RFP.

**e) Appoint new Selectman representative to MMWAC Board – Board of Selectmen**

Former Selectmen Mark Gendron served in the capacity of MMWAC Board Representative until his resignation. The Board of Selectmen need to appoint a new Raymond Representative to attend monthly meetings which are typically held during the day at the Mid-Maine Waste Board Room located at the facility at 110 Goldthwaite Road in Auburn.

**f) Executive Session – Discussion of Personnel Matter as pursuant to 1 M.R.S.A. § 405(6)(A)**

**g) Fiscal year 2010/2011 municipal budget goal setting discussion and adoption of Budget Schedule – Town Manager Don Willard**

As in prior years the Board of Selectmen set annual budgetary performance goals to help guide the Town Manager, Finance Director and other Department Heads in the development of the municipal budget. For the past several years successful efforts have been made to deliver an LD-1 compliant budget and also one that is both revenue neutral and fiscally responsive to the needs of Raymond's citizens. Staff expects this years budget to be even more challenging, given the continuing economic downturn and ongoing softening of both inter-governmental and local revenues. For reference the FY 2009/2010 budgetary performance measures are outlined below as well as a current mil rate breakdown.

1. Increase appropriation for capital road improvement work.
2. Reduce use of fund balance/surplus.
3. Develop core services driven budget by concentrating funding effort on legal or mission-required services.
4. Explore privatization and outsourcing of services for cost savings.
5. Work with neighboring towns and/or Cumberland County government to reduce costs and maintain or improve service.

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

6. Maintain current service levels in the areas of roadside solid waste/recycling collection, support to Raymond Waterways Protective Association and Raymond Village Library.
7. Investigate bonding for capital improvements vs. capital reserve budgeting to achieve maximum utilization of current capital resources.
8. Be mindful that Raymond residents are seeking property tax relief as evidenced by local tax limiting initiative voting results.
9. Overarching budget goal: To allow the municipal portion of the tax rate to remain unchanged for the fourth year in a row.

**The current mil rate breakdown:**

	Mil Rate	% Total of Tax Bill
School	\$8.22	74.00%
County	\$0.56	5.00%
Municipal	\$2.33	21.00%
Total	\$11.11	

**4) Old (unfinished) business.**

**a) Interview and appointment discussion alternate member vacancy on Appeals Board – Sheila Philpot**

The Zoning Board of Appeals has an open alternate position, after the previous alternate, Mary Picavet, became a regular member, replacing Michael Higgins. The Appeals Board has interviewed Sheila Philpot and recommends her for this vacancy. Attached to the e-packet is information that Ms. Philpot supplied to Town Clerk Louise Lester. Ms. Philpot has been invited to this meeting and has confirmed her attendance.

**5) Town Manager Report and Communications.**

**a) Confirm date for next meeting -- Proposed Tuesday, January 12, 2010 or Tuesday, January 19, 2010.**

**b) Clarification of the status of District 2 building chimney.**

**6) Selectmen Communications.** This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.

**7) Fiscal Warrants – Payroll and Appropriation Warrants – December 8, 2009.**

**8) Adjournment.**

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

Subject: Derby

Date: Thu, 3 Dec 2009 20:20:51 +0000

From: <tomnoonan@maine.rr.com>

To: [don.willard@raymondmaine.org](mailto:don.willard@raymondmaine.org)

Dear Mr. Willard,

This year the derby is planning to have activities in Raymond pretty much on the same scale as last year.

The Weigh Station will be located in the parking lot @ Raymond Beach for the Sebago Derby 2/20-21, and the Statewide Derby 3/6-7.

In the past, the town has preferred to plow that lot. We can make plowing arrangements if you prefer.

We also would like to have access to the Tassel Top Parking lot. During the Sebago Derby.

We are not closing Route 302 this year for festivities @ the beach. The Polar Dip is planned for Saturday 2/20. Me Children's Cancer Program is coordinating with R. Rescue on their requests.

There will probably be a few food vendors @ the beach which we will coordinate. Sunday 2/21 will be the Snowmobile Radar Run. This will be licensed by the Warden Service.

The Kid's Derby will not be held at the Motel, so there is no need for the Fire truck at the town line.

As in the past we will provide an insurance binder for our events to the Town. I am looking forward to reviewing this with the Board of Selectmen on Tuesday.

Thank You,  
Tom Noonan, Director

Complete and Return to:  
Attn: Town Manager  
Town of Raymond  
401 Webbs Mills Road  
Raymond, Maine 04071

Include the following:  
Public Property Use Agreement  
Proof of Insurance  
Public Safety - Parking & Traffic Approval  
Liquor Permit (if applicable)

Date of Application 12/8/09

**Town of Raymond  
Public Property Use Agreement**

Name of Organization/Applicant Schago Lake Rotary Charitable Fund

Contact Person TOM NORMAN

Phone No. (w) 938-7851 (h) \_\_\_\_\_

Address 6 Bayview Dr Raymond, ME 04071  
(Street Address) (City) (State) (Zip Code)

Date(s) Desired 2/20-21, 3/6-7 Hour(s) 4 AM to 7 PM

Event Name Derby Fest

Event Location Raymond Beach & Tassetop Estimated # parking spaces needed 90±

No. of people attending Youth 1,000 Adults 2,000 = 3,000

Will there be an admission charge? NO \$ \_\_\_\_\_

**TERMS AND CONDITIONS:** The undersigned hereby makes application to the Town of Raymond for use of public property, and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the property itself, the surrounding property, and to hold the Town, its officers, employees and agents, harmless from all damages, liabilities, injuries or losses to persons or property resulting from use of the facilities. The applicant agrees to adhere to all rules and regulations on this form.

A new application must be filed each calendar year for recurring annual events.

Applicants must provide adequate chaperones, for any function that is attended by any person under the age of 18 years, as well as private security, public safety and/or police coverage as determined by the Town. See Parking and Traffic Control below.

Size of the gathering determines conditions of approval as follows: If the event is expected to draw 150 people, or fewer, then application must be received in its entirety at least one month prior to event date, and will be reviewed and approved by the Town Manager. If the event is expected to draw more than 150 people, the application must be received in its entirety at least two months prior to the event date, and will require additional approval by the Board of Selectmen, at a regularly scheduled Selectmen's Meeting. All events will also require the approval of any responsible town committee charged with care of public lands, which will be arranged by the Town Manager. Representatives of the applicant group may be required to attend public meetings and make presentations to involved town committees and/or the Board of Selectmen as determined by the Town Manager.



**PARKING AND TRAFFIC CONTROL:** All local and state traffic controls and parking regulations/signs must be observed. Right of way for emergency vehicles must be kept open at all times and event approval must be obtained from the Public Safety Department, including the possibility of providing ambulance coverage on site. The Town of Raymond reserves the right to tow or remove any vehicle from a public event when that vehicle is found to be in violation of local and state traffic rules or parking signs.

**INSURANCE:** During the full term of this agreement, the applicant shall secure and maintain, at its sole expense, Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. The Town will be named as an additional insured party.

If the applicant does not have Commercial General Liability Insurance, they must obtain Special Events Insurance Coverage through their insurance carrier. In any case, the applicant must provide a Certificate of Insurance evidencing the required insurance before using Town property.

Use of alcohol on public property is strongly discouraged and is allowed only at the sole discretion of the Board of Selectmen. If alcohol is served or consumed, the applicant shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Town is to be named as an additional insured on the Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Town. The applicant will also procure all required liquor permits or licenses from the State of Maine, as well as to obtain prior approval by the Board of Selectmen.

**CLEANING PROCEDURES:** The applicant is responsible for cleaning after the event and leaving the premises in clean and satisfactory condition. All cleaning must be done immediately after the event. Any applicant damaging or destroying Town property will be held responsible for all repairs and/or replacement. In the event of damages, or additional cleaning being required, applicant will accept the Town's estimate of the amount incurred.

  
Applicant Signature

12/8/09  
Date

**APPROVAL SIGNATURES**

\_\_\_\_\_  
Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman of Selectboard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman

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Date

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Selectman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Date

Date: December 4, 2009  
To: Raymond Board of Selectmen  
From: Fire Inspections  
Re: Cafe Sebago

Dear Sir/Madam,

On todays date December 4, 2009 a Life Safety Inspection was conducted at Cafe Sebago by the Raymond Fire/Rescue Dept. for their upcoming Liquor license. We have found that they are in compliance with the Codes, according to the Town of Raymond Fire Ordinance,

Respectfully,

Craig R Messinger, Fire Inspector

Department of Public  
Inspection  
Division



Safety Liquor Licensing &

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

<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES 2-6-10

INDICATE TYPE OF PRIVILEGE:  MALT  SPIRITUOUS  VINOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) (Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
WILLIAM E HINES JR DOB: 12-20-52			WHINES ENT, INC DBA CAFE SEBAGO		
KIMBERLY Y HINES DOB: 02-7-70			1248 ROOSEVELT TRAIL		
Address			Location (Street Address)		
125 LIBBY ROAD			RAYMOND ME 04071		
City/Town State Zip Code			City/Town State Zip Code		
CASCO, ME 04015			CASCO ME 04015		
Telephone Number Fax Number			Business Telephone Number Fax Number		
655-4445			655-4006		
Federal I.D. #			Seller Certificate #		
27-0113199			1080907		

- 3. If premises are a hotel, indicate number of rooms available for transient guests: \_\_\_\_\_
- 4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ 160 K LIQUOR \$ 223 K
- 5. Is applicant a corporation, limited liability company or limited partnership? YES  NO

If YES, complete Supplementary Questionnaire

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

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

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

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes  No  If Yes, give name: \_\_\_\_\_

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

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

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

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES  NO  Applied for: OS

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

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

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

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

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

Dated at: Raymond on November 20, 2009  
Town/City, State Date

Please sign in blue ink

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

Kimberly Y. Hines  
Signature of Applicant or Corporate Officer(s)

William F Hines, Jr  
Print Name

Kimberly Y Hines  
Print Name

**NOTICE – SPECIAL ATTENTION**

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

**THIS APPROVAL EXPIRES IN 60 DAYS.**

**FEE SCHEDULE**

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

**FILING FEE**.....\$ 10.00

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

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

5. (TEXT EFFECTIVE 3/15/01) Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

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

**SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS**

1. Exact Corporate Name: WHINES ENTERPRISES INC  
 Business D/B/A Name: CAFE SRBAGO
2. Date of Incorporation: JAN 11, 2005
3. State in which you are incorporated: ME
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:  
 \_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
WILLIAM E HINES JR	125 LIBBY RD, LASCO	12/52	50	PRES
KIMBERLY Y HINES	"	2/70	50	V. PRES

6. What is the amount of authorized stock? 3000 Outstanding Stock? 0
7. Is any principal officer of the corporation a law enforcement official? ( ) YES  NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? ( ) YES  NO.
9. If yes, please complete the following: Name: \_\_\_\_\_

Date of Conviction: \_\_\_\_\_ Offense: \_\_\_\_\_

Location: \_\_\_\_\_ Disposition: \_\_\_\_\_

Dated at: \_\_\_\_\_ On: \_\_\_\_\_  
 City/Town Date

William E Hines Jr Date: 11-20-09  
 Signature of Duly Authorized Officer

WILLIAM E HINES, JR  
Print Name of Duly Authorized Officer

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

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: \_\_\_\_\_

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

Title	Name	Birth Date	Telephone #

3. Date Club was incorporated: \_\_\_\_\_

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

5. Date regular meetings are held: \_\_\_\_\_

6. Date of election of Club Officers: \_\_\_\_\_

7. Date elected officers are installed: \_\_\_\_\_

8. Total Membership: \_\_\_\_\_ Annual Dues: \_\_\_\_\_ Payable When: \_\_\_\_\_

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

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

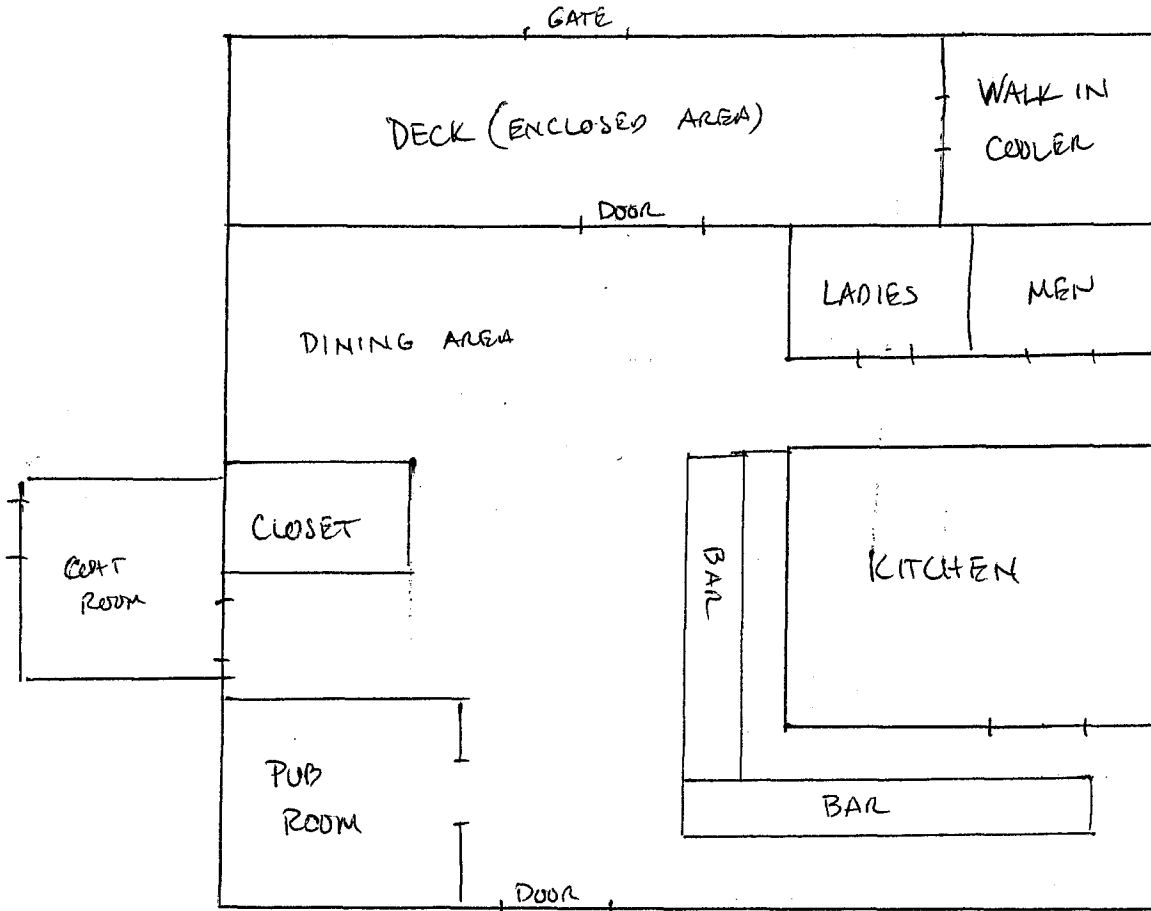
( ) YES ( ) NO

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title of Club Officer

**PREMISE DIAGRAM**





STATE OF MAINE

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

On: \_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
\_\_\_\_\_

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE - SPECIAL ATTENTION**

**§ 653. Hearings; bureau review; appeal**

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
  - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
  - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
  - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
  - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
  - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
  - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
  - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
  - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
  - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
  - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**

## Raymond Recycling Committee 2009 Single Stream Recycling Report

As Raymond struggles with the impact of the economic downturn, we should be looking for more expedient ways to provide the same or better services to our community for the least cost. A single stream, or co-mingled recycling program could be more efficient, and greatly increase services to Raymond residents. However, transportation problems need to be resolved to allow this to happen.

The advent of single stream recycling, where all recycled materials are co-mingled in one container, has been researched before by this committee, and at that point (2007), it wasn't considered economically feasible. However, it is hoped that with the new contract either a change in equipment, or a change in transportation will make this extra service available to Raymond.

### Increased Services:

Single stream recycling allows for the placement of all recyclables in one container, which is then collected in a 'packer', similar to the way our trash is picked up. This increases services for residents in three ways:

- It's a simpler method for recycling, eliminating sorting, and reducing the amount of preparation. Also, since there is a greater allowance for contamination, less care has to be taken with materials.
- A greater number of materials will be available, including all recyclable plastics, and old corrugated cardboard (OCC), which now will be picked up curbside, avoiding unwanted trips to the drop-off bins.
- Because of the above factors, the program will be feasible for a greater number of residents, thereby expanding this curbside service.

In addition, many visitors already try to recycle like they do at home where they have zero sort.

### Concerns and Options:

One concern of the committee was the quality of materials that come from co-mingled materials. Since lower grade materials are worth less, this has an effect on both the economic and environmental aspects of such a program. Fortunately, the positive changes in the processing of co-mingled materials allow for better grades of products, so these concerns are no longer a factor.

In addition to being more efficient for residents, single stream is more efficient to pick up, eliminating sorting for the driver, and allowing compaction of materials (hence the 'packer' trucks). However, a new problem arises for towns like Raymond: a higher volume of materials means more than one load per day, and a greater distance to the tipping location (Portland or Scarborough instead of Lewiston), resulting in extra transportation costs. Last time single stream recycling was considered, this problem was the deal-breaker, being enough to out-weigh the savings.

One solution is to put it out to bid and let the contractors resolve this on their own. However, this is likely to make the process more expensive, and could again put it beyond our reach economically. We could pursue previously considered options for locally transferring recyclables. At the very least this bid should request proposals for resolving this from the contractors.



401 Webbs Mills Road  
Raymond, Maine 04071  
207.655.4742  
655-3024 (Fax)

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“MUNICIPAL CURBSIDE SOLID WASTE & RECYCLING”

BID FORM

All Proposals are to be submitted in sealed envelopes marked “Curbside Recycling & Solid Waste Proposals” to the Raymond Town Office, Raymond, Maine 04071, by 2:00 p.m. on January 9, 2007. Quotations for Recycling & Solid Waste are to be submitted separately. Any Proposal received after the scheduled opening time shall not be considered. The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope.

Municipal Solid Waste Curbside Pickup Services Bid:

July 1, 2007 - June 30, 2008           \$ \_\_\_\_\_  
July 1, 2008 - June 30, 2009           \$ \_\_\_\_\_  
July 1, 2009 - June 30, 2010           \$ \_\_\_\_\_

Municipal Curbside Recycling Services Bid: (Single Stream):

1 July 1, 2007 - June 30, 2008       \$ \_\_\_\_\_  
2 July 1, 2008 - June 30, 2009       \$ \_\_\_\_\_  
3 July 1, 2009 - June 30, 2010       \$ \_\_\_\_\_

Municipal Curbside Recycling Services Bid: (Five Sort):

1 July 1, 2007 - June 30, 2008       \$ \_\_\_\_\_  
2 July 1, 2008 - June 30, 2009       \$ \_\_\_\_\_  
4 July 1, 2009 - June 30, 2010       \$ \_\_\_\_\_

Company Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

REQUEST FOR PROPOSALS FOR  
"Municipal Curbside Solid Waste & Recycling Collection Services"

The Town of Raymond, Maine will receive sealed proposals for "Municipal Curbside Solid Waste & Recycling Services" commencing July 1, 2007.

All Proposals are to be submitted in sealed envelopes marked "Curbside Recycling & Solid Waste Proposals" to the Raymond Town Office, Raymond, Maine 04071, by 2:00 p.m. on January 9, 2007. Quotations for Recycling & Solid Waste are to be submitted separately. Any Proposal received after the scheduled opening time shall not be considered. The Proposal must be signed by the Proposer with its full name and address and enclosed in a sealed envelope.

Questions regarding this request should be directed to Don Willard, Raymond Town Manager.

Each Proposer is required to state in their Proposal: the Proposer's name, place of business and the names of principals and company officers.

The successful Proposer shall be required to sign an agreement substantially similar to the standard Town of Raymond Agreement, a copy of which is attached as Exhibit A Solid Waste & Exhibit B Recycling. Before commencing work under the Agreement, the successful Proposer shall produce evidence satisfactory to the Town of Raymond that it and its subcontractors, if any, have secured public liability, automobile and worker's compensation insurance coverage's as set forth in Exhibits C & D. In addition, before signing the contract, the successful Proposer shall provide a performance bond as set forth in Exhibits A&B.

Each Proposer must visit the sites of services and inform itself of the conditions relating to the area in which the Services shall be performed. Failure to do so will not relieve a successful Proposer of its obligations to furnish all equipment, material and labor necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration set forth in this Request for Proposals. Proposers are responsible for all costs in preparing and submitting proposals hereunder. Proposers must submit their proposals in triplicate. Proposal forms furnished by the Town of Raymond or copies thereof shall be used, and strict compliance with the requirements of this Request for Proposals is necessary.

The Scope of Services hereunder is described in the Specifications attached hereto as Appendix C Solid Waste & Appendix D Recycling.

The Town of Raymond reserves the right to waive any informalities in the proposals, to accept any proposal and to reject any or all proposals, and to award the Solid Waste and Recycling agreements to different Proposers, should it be deemed in the best interest of the Town of Raymond to do so.

Proposals may be held by the Town of Raymond for the purpose of reviewing proposals and investigating the qualifications of the Proposers to the award of a contract.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Don Willard  
Raymond Town Manager

EXHIBIT A

MUNICIPAL SOLID WASTE CURBSIDE PICKUP CONTRACT AGREEMENT

This is an Agreement between the **INHABITANTS OF THE TOWN OF RAYMOND** (hereinafter "Town") with a mailing address of 401 Webbs Mills Road, Raymond, Maine 04071, and **COMMERCIAL HAULER** (hereinafter "Contractor") of PINE TREE WASTE, 87 PLEASANT HILL RD SCARBOROUGH ME . 04074

1. The Contractor shall supply the necessary machinery, equipment, and personnel to provide curbside pickup of residential municipal solid waste ("MSW") in Raymond, Maine. The Contractor shall dispose of the MSW at Mid Maine Waste Action Corporation ("MMWAC") in Auburn, Maine. The cost for disposal "tipping fee" shall be billed to and paid for by the Town.

All the machinery and equipment used must have passed all Maine State inspections and shall be maintained in good working order and safe condition at all times.

2. Contractor shall comply with all local, State and Federal laws, rules and regulations and applicable contracts, including but not limited to the Town of Raymond Municipal Curbside Solid Waste Collection Specifications, Construction and Demolition Debris Flow Control Ordinance, the Solid Waste Flow Control Ordinance and Waste Handling Agreement attached hereto as Exhibits A, B, C and D.

3. Contractor shall throughout the term of this Contract carry comprehensive general, property, personal, and automobile liability insurance, each providing coverage in the amounts of \$1,000,000 per incident. Such insurance shall require ten-day [10] notice to the Town of either cancellation or nonrenewal. Contractor shall also carry the full-required amount of

Workers Compensation Insurance for its employees. Certificates of all such insurance acceptable to the Town shall be provided to the Town with the bid submission, before commencing performance hereunder, and upon renewal of such policies; failure to provide such certificates shall be deemed a material breach of this Contract and a valid cause for termination of same. The Town shall be named as an additional insured on the comprehensive general and automobile liability policies.

4. The Contractor, its agents and employees shall be liable for the negligent performance of duties contracted to the Contractor in this Agreement.

5. Contractor will furnish a 100% Performance Bond in an amount equal to the contract period amount, made by a Surety authorized to do business in the State of Maine.

6. Contract will be for a three (3) year term with an option to extend for up to three (3) additional years by written mutual agreement at a cost to be negotiated no later than 180 days prior to the expiration of the existing agreement.

7. The Contractor agrees curbside collection will be conducted as follows:

- A. The work will consist of weekly curbside collection of all residential, municipal solid waste generated within the Town of Raymond with delivery to MMWAC in Auburn.
- B. Collection will be divided into approximately equal routes, occurring on Tuesdays and Wednesdays.
- C. Collection of MSW (as defined by the Town Waste Handling Agreement) will be limited to the equivalent of two 32-gallon containers per household with no individual container to exceed 50 lbs. Collection will not be provided under this contract for commercial, industrial or institutional

establishments, including any campground, marina, or any multi-family complex, condominium or apartment house of three or more units.

- D. Collection will be on all public roads year round, all private roads on which there are four (4) or more year round residences, and, from the last full week of May through the first full week of October all private roads on which there are four or more residences. Waste from other roads will be left roadside, at the end of that road. Waste will not be collected on those roads deemed impassable by the Contractor with the concurrence of the Town Manager.
- E. Due Care shall be taken by Contractor (i) in handling refuse and containers, so that residents' containers are not damaged and so that refuse is not littered during collection or transport; any refuse littered or spilled by Contractor shall be retrieved and properly disposed of by Contractor; empty containers shall be left standing in the same place they were found with covers placed on top or flat on the ground; (ii) to not allow its personnel or vehicles to remain on private property or upon public or private ways longer than required for collection; and (iii) to complete collections quietly so as not to create a nuisance.
- F. The Contractor agrees that it will keep clean and in sanitary condition, all its containers and vehicles used in connection with this Agreement.
- G. The Contractor further agrees that he will maintain a telephone and suitable equipment for the prompt handling of all complaints and that a record of all such complaints shall be kept and made available to the



Town Manager upon request.

H. The Contractor shall furnish to the Town Manager, for approval, a map indicating the boundaries of the district for each day's collection, said map to be filed with the Town Clerk for public inspection. No changes in the routes of collection or boundaries of said districts shall be made without the approval of the Town Manager.

8. The said Town, in consideration of the full and faithful performance of all the promises and agreements herein contained to be performed by the Contractor, hereby agrees to make payment to said Contractor as follows:

- |                                 |                   |
|---------------------------------|-------------------|
| 1. July 1, 2007 - June 30, 2008 | \$ <u>104,000</u> |
| 2. July 1, 2008 - June 30, 2009 | \$ <u>109,200</u> |
| 3. July 1, 2009 - June 30, 2010 | \$ <u>114,660</u> |

The foregoing contract amounts shall be divided into equal monthly installments. Each installment shall be due, without discount or deduction, on or before the 10th of each month commencing in July 2007.

In the event no funds or insufficient funds are appropriated and budgeted for payments due for services to be provided by the Contractor, the Town and the Contractor agree to terminate this contract at the conclusion of available Town funding.

The Town further agrees that, in the event of insufficient funding by the Town at its Annual Town Meeting, the Town shall notify the Contractor no later than two (2) weeks after said Annual Town Meeting.

9. Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County

and will be conducted under the laws of the State of Maine.

10. The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors and of persons either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific written approval of the Town.

11. The Contractor further agrees that, in the event of failure, after reasonable notice, to comply with the terms of this Agreement, the Town shall have the right to terminate this Agreement and to collect and dispose of solid waste and other wastes itself, or by any agency or party employed by said Town. The Contractor's ability to perform hereunder shall be excused when caused by acts or delays resulting from strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or similar causes beyond the control of the Contractor. In the event that the cost of such collections and disposal shall be in excess of the amount stated in this Agreement, such excess, incurred by the Town, shall be charged against the Contractor.

The Contractor agrees causes for termination include but are not limited to:

- A. If Contractor fails to perform the work in compliance with Specifications and Contract Documents.
- B. If Contractor disregards Laws, Regulations or Ordinances of any public body having jurisdiction.
- C. If Contractor disregards the authority of Town.

12. The Contractor shall indemnify and hold harmless the Town of Raymond and its employees, officials, and agents from and against all claims, charges, losses and expenses

including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, and agents.

13. The Town is affiliated with MMWAC and the Contractor shall transport all MSW for proper disposal to their facilities in Auburn, Maine, and will comply with the MMWAC's rules and regulations.

14. The Contractor may not assign this Agreement without the written permission of the Town of Raymond.

IN WITNESS WHEREOF, the said Contractor and the Town have hereunto set their hands and seals this 16 day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED

In presence of

TOWN OF RAYMOND

\_\_\_\_\_  
Witness

By: Don Willard  
Don Willard, Town Manager

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

## EXHIBIT B

### MUNICIPAL CURBSIDE RECYCLING SERVICES

This is a Recycling Agreement (hereinafter "Agreement") between the **Inhabitants of the Town of Raymond** (hereinafter "Town") with a mailing address of 401 Webbs Mills Road, Raymond, Maine 04071, and **Commercial Hauler** (hereinafter the "Contractor") of PINETREE WASTE, 87 PLEASANT HILL RD, SCARBOROUGH  
MAINE 04074

1. The Contractor shall supply the necessary machinery, equipment, and personnel to provide curbside recycling services for the collection of newspapers (including inserts), telephone directories, glossy magazines, clear glass, metal cans, aluminum, #2 clear plastic (HDPE) and paper board, and any other type of recyclables determined by the Town (hereinafter "Recyclables"). The Contractor shall dispose of the Recyclables at the Lewiston Solid Waste Facility in Lewiston, Maine or an alternative facility sanctioned by the Town, and agreed to in writing. All the machinery and equipment used must have passed all Maine State inspections and shall be maintained in good working order and safe condition at all times.
  - a) Recyclables shall be separated into the following categories and unloaded separately at time of delivery. These shall be according to the recycling facility's guidelines:
    1. Newspapers and magazines;

2. Clear glass;
3. Metal Cans;
4. #2 HDPE plastic containers;
5. Mixed paper and paperboard.

b) Single stream recycling.

c) Contractor shall supply a monthly accounting of Recyclables delivered, including dates and tonnages. This may be done by electronic means.

2. Contractor shall comply with all local, State and Federal laws, rules and regulations and applicable contracts, including but not limited to the Town of Raymond Municipal Curbside Recycling Collection Specifications, Agreement For Use of Lewiston Recycling Facility attached hereto as Exhibits A and B.

3. Contractor shall throughout the term of this Contract carry comprehensive general, property, personal, and automobile liability insurance, each providing coverage in the amounts of \$1,000,000 per incident. Proof of insurance shall be included in the bid. Such insurance shall require 10-day notice to the Town of either cancellation or nonrenewal. Contractor shall also carry the full-required amount of Workers Compensation Insurance for its employees. Certificates of all such insurance acceptable to the Town shall be provided to the Town before commencing performance hereunder, and upon renewal of such policies; failure to provide such certificates shall be deemed a material breach of this Contract and a valid cause for termination of same.

The Town shall be named as additional insured on the commercial general and vehicular liability policies.

4. The Contractor, its agents and employees shall be liable for the negligent performance of duties contracted to the Contractor in this Agreement including any revenues lost from recyclables not taken to Raymond's designated recycling facility.

5. Contract will be for a three (3) year term with an option to extend for up to three (3) additional years by written mutual agreement at a cost to be negotiated no later than 180 days prior to the expiration of the existing agreement.

6. The Contractor agrees curbside collection will be conducted as follows:

- A. The work will consist of weekly curbside collection of all residential, commercial and municipal Recyclables generated within the Town of Raymond. Service and equipment for office paper generated at the Raymond Town Office, Jordan Small Middle School, Raymond Elementary School and cardboard from three receptacles at the Public Works Department, Raymond Elementary School, and Jordan Small Middle School will be included in this agreement at no additional cost to the Town or School. Corrugated cardboard pickup shall occur at a rate so that the dumpsters are never in a state of overflow.
- B. Collection will be divided into two approximately equal routes occurring on Tuesdays and Wednesdays.
- C. Collection will be on all public roads year round, all private roads on which there are four (4) or more year round residences, and, from the last full week of May through the first full week of October, all private roads on which there are four (4) or more residences. Recyclables from other roads will be left roadside, at the end of that road which receives curbside

recycling service. Recyclables will not be collected on those roads deemed impassable by the Contractor with the concurrence of the Town Manager.

- D. Due care shall be taken by Contractor (i) in handling recycling containers, so that residents' containers are not damaged and so that Recyclables are not littered during collection or transport; any Recyclables littered or spilled by Contractor shall be retrieved and properly disposed of by Contractor; (ii) to not allow its personnel or vehicles to remain longer on private property or upon public or private ways than required for collection; and (iii) to complete collections quietly so as not to create a nuisance.
- E. The Contractor agrees that it will keep clean and in sanitary condition all its containers and vehicles used in connection with this Agreement.
- F. The Contractor further agrees that it will maintain a telephone and suitable equipment for the prompt handling of all complaints and that a record of all such complaints shall be kept and made available to the Town Manager upon request.
- G. The Contractor shall furnish to the Town Manager, for approval, a map indicating the boundaries of the district for each day's collection, said map to be filed with the Town Clerk for public inspection. No changes in the routes of collection or boundaries of said districts shall be made without the approval of the Town Manager.

7. The Town, in consideration of the full and faithful performance of all the promises and agreements herein contained to be performed by the Contractor agrees to make

payment to said Contractor as follows:

- |                                 |                   |
|---------------------------------|-------------------|
| 1. July 1, 2007 – June 30, 2008 | \$ <u>97,500</u>  |
| 2. July 1, 2008 - June 30, 2009 | \$ <u>102,375</u> |
| 3. July 1, 2009 - June 30, 2010 | \$ <u>107,494</u> |

The foregoing contract amounts shall be divided into equal monthly installments. Each installment shall be due, without discount or deduction, on or before the 10th of each month commencing in July, 2007.

Contractor will furnish a 100% Performance Bond in an amount equal to the contract period amount, made by a Surety authorized to do business in the State of Maine.

8. This contract falls under laws in the State of Maine. Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County.

9. The Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement. No subcontractors shall be retained on this Agreement without the specific written approval of the Town.

10. In the event no funds or insufficient funds are appropriated and budgeted for payments due for services to be provided by the Contractor, the Town and the Contractor agree to terminate this contract at the conclusion of available Town funding.

The Town further agrees that, in the event of insufficient funding by the Town at its Annual Town Meeting, the Town shall notify the Contractor no later than two weeks after said Annual Town Meeting.



11. The Contractor further agrees that, in the event of failure to comply with the terms of this Agreement, the Town shall have the right to terminate this Agreement and to collect and dispose of recyclables by any agency or party employed by said Town. The Contractor's ability to perform hereunder shall be excused when caused by acts or delays resulting from strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or similar causes beyond the control of the Contractor. In the event that the cost of such collections and disposal shall be in excess of the amount stated in this Agreement, such excess, incurred by the Town, shall be charged against the Contractor.

The Contractor agrees causes for termination include but are not limited to:

- A. If Contractor fails to perform the work in compliance with Specifications and Contract Documents.
- B. If Contractor fails to take recyclables to the Lewiston Facility, or an alternative facility sanctioned by the Town, and agreed to in writing.
- C. If Contractor allows any recyclables to be thrown in with solid waste.
- D. If Contractor disregards Laws, Regulations or Ordinances of any public body having jurisdiction.
- E. If Contractor disregards the authority of the Town.

12. The Contractor shall indemnify and hold harmless the Town of Raymond and its employees, officials, and agents from and against all claims, charges, losses and expenses including attorney's fees arising out of or resulting from the performance of the Agreement by the Contractor, its officials, employees, and agents.

13. The Contractor will be solely responsible, including any charges that might incur, for any contaminated material, (contaminated being defined as in the

"Agreement For Use of Lewiston Recycling Facility", I. Definitions, sect. A.) that might be picked up and delivered to Lewiston Recycling Facility or an alternative facility sanctioned by the Town, and agreed to in writing.

14. The Contractor may not assign this Agreement without the written permission of the Town of Raymond.

IN WITNESS WHEREOF, the said Contractor and the Town have hereunto set their hands and seals this 16 day of JANUARY, 2007.

SIGNED, SEALED AND DELIVERED

In presence of

TOWN OF RAYMOND

\_\_\_\_\_  
Witness

By: Don Willard  
Don Willard, Town Manager

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

# TOWN OF RAYMOND

## “MUNICIPAL CURBSIDE SOLID WASTE COLLECTION”

### EXHIBIT C

#### SPECIFICATIONS

- Proposals shall include an annual cost for three (3) years broken down as follows:
  1. July 1, 2007 – June 30, 2008;
  2. July 1, 2008 – June 30, 2009;
  3. July 1, 2009 – June 30, 2010;
- All of the Town of Raymond’s solid waste will be taken to MMWAC in Auburn, Maine.
- Contractor shall provide, as a part of the bid, a two-yard trash dumpster and three 10-yard cardboard containers at the Town of Raymond Public Works Garage.
- Contractor shall provide, as a part of the bid, a two-yard trash dumpster at the Public Safety Building.
- Contractor shall provide, as a part of the bid, an 8-yard trash dumpster, at the Raymond Town Office.
- Contractor shall provide, as a part of the bid, two 8-yard trash containers and two 8-yard cardboard containers. One of each to be located at Raymond Elementary School, 434 Webbs Mills Road and at Jordan-Small Middle School, 423 Webbs Mills Road.
- Bidder needs to comply with Town policy for residences that have more than the allotted 2-32 gallon containers of weekly waste and identify the cost of providing disposal bags/tags for sale.
- The Town of Raymond requires that Solid Waste be picked up 52 weeks a year.
- Contractor shall carry insurance as outlined in Municipal Curbside Recycling Contract Agreement.
- Provide an outline of your company’s policy and the cost of providing residences with trash containers.
- Solid Waste pickup starting time shall be no earlier than 7:00 a.m.
- Bidders are encouraged to describe any added services that your company might provide that the Town of Raymond would consider an advantage in awarding this contract.

# TOWN OF RAYMOND

## "MUNICIPAL CURBSIDE RECYCLING COLLECTION"

### EXHIBIT D

#### SPECIFICATIONS

- Proposals shall include an annual cost for three (3) years broken down as follows:
  1. July 1, 2007 – June 30, 2008;
  2. July 1, 2008 – June 30, 2009;
  3. July 1, 2009 – June 30, 2010.
- All Town of Raymond Recyclables are to be taken to City of Lewiston Recycling Facility, Lewiston, Maine, or an alternative facility sanctioned by the Town, and agreed to in writing.
- The Town of Raymond requires that recycling be picked up 52 weeks a year.
- Provide an outline of your company's policy and the cost of providing residences with recycling containers.
- Recycling pickup starting time shall be no earlier than 7:00 a.m.
- Contractor shall carry insurance as outlined in Municipal Curbside Recycling Contract Agreement.
- Bidders should submit quotations on single stream and five sort recycling basis.  
  
Five Sort: 1. Newspapers and magazines; 2. Clear glass; 3. Metal cans; 4. #2 HDPE plastic containers; and 5. mixed paper, paperboard.
- Bidders are encouraged to describe any added services that your company might provide that the Town of Raymond would consider an advantage in awarding this contract.

Possible issues and considerations for amendment of existing  
Solid Waste and Recycling RFP

1. There have been periodic issues with certain poorly maintained and under built private roadways in Raymond causing problems with trash pick-up services, as well as questions from time to time over the number of year-round homes necessary to trigger pick-up. The new RFP needs to clarify and strengthen language in these areas for both the contractor and the town.
2. Consideration should be given to lengthening the term of the contract from three years to five years. Current economic conditions would suggest that a good opportunity and bidding environment exists at this time, and by establishing a longer contract term both large and small bidders could benefit by enabling the amortization of capital equipment over a longer term.
3. Add single stream bid alternate language as requested by the Recycling Committee to determine whether it is now economically viable to provide this service.
4. Give consideration to being more specific about age and condition of equipment, and subject all supplied collection equipment to inspection by the town.
5. Make sure that all bidders provide a detailed client list with a minimum number of references. (suggest five)
6. Add language to the RFP to allow discussions during the term of the contract to add or delete items from the recycling list as markets develop and/or disappear.
7. Consider eliminating cardboard dumpsters on Route 85 in favor of roadside cardboard pick-up. This will require cardboard being reduced to a size that can be put in the current recycling bin unless single stream recycling is adopted and a packer truck used for collections. Currently staff believes a good deal of commercial cardboard is being disposed of in the containers located adjacent to the District 2 building. Significant cost for the provision of these containers and servicing them once or twice a week, can be realized by going to roadside collection as well as getting better control over this material.
8. Consider putting language in the RFP to alert bidders to the significant number of sub-standard roads in Raymond that provide seasonal challenges to collection and increased cost. The concern is that bidders unfamiliar with the community may underbid the job and be overwhelmed in trying to provide service.
9. Add a statement to the RFP, outlining historic tonnage numbers for MSW and recycling, as well as specify a contact go-to person for questions.

**Town of Raymond**  
**FY 2010/2011**  
**Budget Development Schedule**  
**---DRAFT---**

- **December 8, 2009, Tuesday, 7:00 p.m., Broadcast Studio** – Board of Selectmen to review/revise draft 2010/2011 FY budget schedule and set directive for budget process
- **December 14, 2009, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to have organizational meeting and review draft budget schedule
- **December 18, 2009, Friday** - Town Manager submits standardized instructions and directives to Department Heads and “Provider Agencies” for budget requests, which are to be returned to the Town Manager by January 8, 2010.
- **December 31, 2009, Thursday** – CIP Budgets submitted to the Town Manager.
- **January 5, 2010, Tuesday** - Town Manager submits proposed CIP to Board of Selectmen and Budget/Finance Committee.
- **January 8, 2010, Friday** – All municipal budgets, other than CIP, are submitted to the Town Manager
- **January 14, 2010, Thursday, 7:00 p.m., Broadcast Studio** – Selectmen and Budget/Finance Committee review CIP proposal
- **January 28, 2010, Thursday, 7:00 p.m., Broadcast Studio** – Selectmen and Budget/Finance Committee review Provider proposals. Agencies are requested to attend meeting.
- **February 2, 2010, Tuesday** – Town Manager submits budget to the Board of Selectmen and Budget/Finance Committee.
- **February 9, 2010, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen and Budget/Finance Committee review proposed municipal budget expenditures and projected non property tax revenues
- **February 23, 2010, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen consider (vote) recommended municipal budget.

**Town of Raymond**

**FY 2010/2011  
Budget Development Schedule  
---DRAFT---**

- **March 1, 2010, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to consider/vote on recommended municipal budget
- **April 21, 2010, Wednesday** - Budget to be submitted to the printers to be included in the Town Report.
- **June 1, 2010, Tuesday** – Annual Town Meeting



## *Memorandum*

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Date: October 26, 2009  
To: Donald Willard, Town Manager  
Cc: Board of Selectmen  
Louise Lester, Town Clerk  
From: Karen Strout, Administrative Assistant  
Re: Appeals Board Appointment

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The Appeals Board reviewed the application of Sheila Philpot at their meeting last night and would like the Selectmen to interview her as a candidate to fill the vacancy on their board as an alternate. This term has an expiration date of 2011.

Mary Picavet who previously held this position is willing to serve as a regular member replacing Michael Higgins who recently resigned. Mary's new term has an expiration date of 2012.

Attached is the information supplied to Town Clerk Louise Lester from Sheila Philpot.



ZBA

**Subject:** FW: Data posted to form 1 of [http://www.raymondmaine.org/committees/technology/web committee/volunteer\\_form.htm](http://www.raymondmaine.org/committees/technology/web_committee/volunteer_form.htm)  
**From:** "Louise Lester" <[louise.lester@raymondmaine.org](mailto:louise.lester@raymondmaine.org)>  
**Date:** Tue, 21 Jul 2009 13:46:09 -0400  
**To:** <[karen.strout@raymondmaine.org](mailto:karen.strout@raymondmaine.org)>

(New candidate for Appeals Board.) I email her and said that you would be in touch.

Louise H. Lester, Town Clerk  
Town of Raymond  
401 Webbs Mills Rd  
Raymond, Maine 04071  
207-655-4742 ext. 21  
[louise.lester@raymondmaine.org](mailto:louise.lester@raymondmaine.org)

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

From: [web1@raymondmaine.dmz](mailto:web1@raymondmaine.dmz) [<mailto:web1@raymondmaine.dmz>]  
Sent: Thursday, July 16, 2009 3:50 PM  
To: [louise.lester@raymondmaine.org](mailto:louise.lester@raymondmaine.org)  
Subject: Data posted to form 1 of  
[http://www.raymondmaine.org/committees/technology/web committee/volunteer\\_form.htm](http://www.raymondmaine.org/committees/technology/web_committee/volunteer_form.htm)

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Appeals Board: ON  
One Raymond Steering Committee:  
Board of Assessment Review:  
Planning Board:  
Cable TV Committee:  
Raymond Recreation Association:

Cemetery Committee:  
Recycling Committee:  
Conservation Commission:  
Route 302 Beautification Committee:  
Comprehensive Plan Implementation Committee:  
Tassel Top Park Board of Directors:  
Elections Ballot Clerk:  
Technology Committee:  
Town Office/Library Building Committee:  
Name: Sheila Philpot  
Mailing: 384 Webbs Mills Rd, Raymond,  
Maine 04071  
Telephone: 207-655-2337  
Occupation: Technical Provisioning/ GWI  
email: [srsphilpo6@aol.com](mailto:srsphilpo6@aol.com)  
Flexible\_schedule: Yes - I have no problem  
attending the Monday Night Meetings  
familiar\_w\_comp\_plan: I am familiarizing myself with  
this as we speak.  
B1: Submit

Interest:

I would like to contribute to the community that we have recently moved to and feel like we are a member of the community as well as offer insight and critical thinking.

Contributions:

Willingness to learn, wanting a sense of stability for my community and my family, and also to come to the committee with an open mind.

Talents\_Skills:

Aggressive decision techniques of wanting to get to the bottom and investigating whatever needs to be done in an organized and timely manner.

Responsibility\_of\_board\_chosen:

I feel its important that the board listens and investigates everything when listening to an appeal. You need to look at the whole picture but go by the rules.

Volunteer\_experience:

I have been on the committe for the Reorganization of the Family Suport in Maine which is something that is an ongoing project.

Interets\_comments:

I have always wanted to be a part of the Town that I live in. I grew up in Casco and my husband grew up in Windham. We have now located our family in Raymond and feel that this town is a good fit for our family. We are very excited to be a part of the community. In saying that - I want to be able to give my time and knowledge to the town.

[Fwd: east raymond fire dept]

T. M. Communicators  
12-8-09 BOS.

**Subject:** [Fwd: east raymond fire dept]

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

**Date:** Wed, 11 Nov 2009 15:33:17 -0500

**To:** Dana Desjardins <dana.desjardins@raymondmaine.org>, Joe Bruno <jbruno@communityrx.com>, "Lonnie Taylor (LTAYLOR@IDS.TC)" <LTAYLOR@IDS.TC>, mike\_reynolds@maine.rr.com, Charles Leavitt <cleavitt@morriseyenvironmental.com>

FYI Sent by Nathan during last evenings meeting.

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

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

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

**Subject:** east raymond fire dept

**Date:** Tue, 10 Nov 2009 21:05:54 -0500

**From:** Nate White <gusdog@maine.rr.com>

**To:** <don.willard@raymondmaine.org>

Hi Don I did have a plan for that chimney to be re pointed this fall but the fire dept told me they were going to replace the heating system with propane and not use that chimney

--

Don Willard <[don.willard@raymondmaine.org](mailto:don.willard@raymondmaine.org)>

Town Manager

Town of Raymond