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#### BOARD OF SELECTMEN **AGENDA**

October 14, 2014 7:00 p.m. **Broadcast Studio** 423 Webbs Mills Road

#### **SELECTMEN'S MEETING**

- 1) Call to order
- 2) Minutes of previous meetings dated:
  - September 2, 2014
  - **September 16, 2014**
- 3) Public Hearing
  - a) MMA General Assistance Ordinance (Updates to Annual Approval Completed in August)
    - General Assistance Ordinance Appendices B & C
    - **General Assistance Maximums Adoption Form**
  - b) Benjamin & Duperly Santos-Rogers DBA A La Mexicana, 1227 Roosevelt Trail, for **Liquor License Renewal**
- c) RSU#14 Withdrawal November 4, 2014 Special Town Meeting/Referendum Question: "Do you favor filing a petition for withdrawal with the board of directors of RSU 14 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$25,000 and authorizing the Raymond Board of Selectmen to issue notes in the name of the Town of Raymond or otherwise pledge the credit of the Town of Raymond in an amount not to exceed \$25,000 for this purpose?"
- 4) New Business.
  - a) Consideration of Contract with Pan Atlantic SMS for Community Survey- Patrick Murphy, President
  - b) Review and Approval of Draft for 2014 Community Survey Danielle Loring, Survey **Design Group Representative**
  - c) November 4, 2014 Gubernatorial Election/Referendum/Special Town Meeting Approvals – Sue Look, Town Clerk
    - **Ballot Clerks**
    - **Election Warden/Special Town Meeting Moderator**
    - **Special Town Meeting Warrant**
  - d) Absentee Ballot Process Overview Sue Look, Town Clerk
  - e) Consideration of Towns of Windham & Raymond (RSU#14) "Be the Influence" **Resolution – Don Willard, Town Manager**
- 5) Public Comment This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.

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

- **6) Selectmen Comment**
- 7) Town Manager Report and Communications.
  - a) Confirm date for next regular meeting:
  - November 18, 2014
  - b) Innovative Readiness Training (IRT) Program Update
- 8) Fiscal Warrants October 14, 2014
  - Payroll Expense Summary Warrant
  - Treasurer's Warrant
- 9) Adjournment.



#### BOARD OF SELECTMEN AGENDA SUMMARY

October 14, 2014 7:00 p.m. <u>Broadcast Studio</u> 423 Webbs Mills Road

#### **SELECTMEN'S MEETING**

- 1) Call to order
- 2) Minutes of previous meetings dated:
  - September 2, 2014
  - September 16, 2014
- 3) Public Hearing
  - a) MMA General Assistance Ordinance (Updates to Annual Approval Completed in August)
    - General Assistance Ordinance Appendices B & C
    - General Assistance Maximums Adoption Form

This is an annual requirement of the Maine Department of Human Services to bring the Raymond General Assistance Ordinance into compliance with Maine Law, Title 22 M.R.S.A. §4305 (4), related to levels of financial assistance and eligibility, in addition to the changes made to Appendix A and GA Maximums Adoption Form accepted at the August meeting. The town annually adopts the Maine Municipal Association Model Ordinance General Assistance Appendices, which cover the period of October 1, 2014 through October 1, 2015. The Selectmen are holding the public hearing to allow for general comment about the changes.

Staff is recommending, as in prior years, that the Selectmen adopt the model appendices developed by the Maine Municipal Association and approved by DHHS using local area survey data to establish the cost of basic necessities for Raymond within the Cumberland County metropolitan area.

#### b) Benjamin & Duperly Santos-Rogers DBA A La Mexicana, 1227 Roosevelt Trail, for Liquor License Renewal

Mr. Santos-Rogers is applying for a renewal liquor license. Fire Inspector David Mains performed the requisite life safety and fire protection ordinance inspections on October 9, 2014. Mr. Mains recommends this liquor license for approval. No complaints of any kind have been lodged with the Town against A La Mexicana regarding their operations.

c) RSU#14 Withdrawal November 4, 2014 Special Town Meeting/Referendum Question: "Do you favor filing a petition for withdrawal with the board of directors of RSU 14 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$25,000 and authorizing the Raymond Board of Selectmen to issue notes in the name of the Town of Raymond or otherwise pledge the credit of the Town of Raymond in an amount not to exceed \$25,000 for this purpose?"

In January 2014, a citizen petition was circulated in regards to withdrawing from the RSU#14 school district. The petition was submitted this past June with 352 valid signatures. In accordance with Title 20 MRSA §1466 (attached to the ePacket), a Public Hearing must be held before the special town meeting to allow comment on the above question. Attached to the ePacket is a summary of the events triggered

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by the petition and an informational brochure containing answers to frequently asked questions as well as a list of resources.

#### 4) New Business.

### a) Consideration of Contract with Pan Atlantic SMS for Community Survey-Patrick Murphy, President

At the 2014 Annual Town Meeting, funds were allocated from the Patricia Avenue timber sale to complete a community opinion survey. An RFP was released and nine companies responded. Pan Atlantic (PA) SMS was chosen to conduct a four-page mail survey sent to all Raymond taxpayers, residents, and registered voters for an agreed amount of \$13,550. PA President Patrick Murphy will be present to discuss methodology and information regarding the contract (attached to the ePacket). Staff is recommending acceptance of the contract.

### b) Review and Approval of Draft for 2014 Community Survey – Danielle Loring, Survey Design Group Representative

In reference to the above agenda topic, a Survey Design Group was formed to work with Town staff to recommend topics, concerns and develop questions to be included in the survey. The members of the group are Danielle Loring, Sharon Dodson, Laurie Forbes, Sue Look and Teresa Sadak. Mrs. Loring will briefly explain the process for the survey design. Staff is recommending the draft survey instrument for approval. The current schedule has the survey being sent out on October 28, 2014 with completed results by January 2015.

- c) November 4, 2014 Gubernatorial Election/Referendum/Special Town Meeting Approvals Sue Look, Town Clerk
  - Ballot Clerks
  - Election Warden/Special Town Meeting Moderator
  - Special Town Meeting Warrant

Town Clerk Sue Look will be presenting the required documents for the November 4, 2014 Gubernatorial Election, Referendum and Special Town Meeting.

#### d) Absentee Ballot Process Overview – Sue Look, Town Clerk

Town Clerk Sue Look will give an overview about the Absentee Ballot process and be available for any questions regarding voting procedures.

### e) Consideration of Towns of Windham & Raymond (RSU#14) "Be the Influence" Resolution – Don Willard, Town Manager

Town Manager Don Willard has been working with representatives from the RSU#14, Town of Windham, Cumberland County Sheriff's Office and Sebago Lakes Chamber of Commerce on a campaign centered on promoting community collaboration and positive choices in an effort to reduce substance use and abuse. Attached to the ePacket is a Resolution pledging the Town of Raymond's support to the "Be the Influence" campaign to set a good example for area youth. Those interested in learning more about the campaign can visit their website at <a href="https://www.betheinfluencewrw.org">www.betheinfluencewrw.org</a>

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

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

- 7) Town Manager Report and Communications.
  - a) Confirm date for next regular meeting:
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  - b) Innovative Readiness Training (IRT) Program Update
- 8) Fiscal Warrants October 14, 2014
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  - Treasurer's Warrant
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Office for Family Independence 19 Union Street 11 State House Station Augusta, Maine 04333-0011 Tel: (207) 624-4168

> Toll Free: 1-800-442-6003 Fax (207) 287-3455

TO: Municipal Officials/Welfare Directors/General Assistance Administrators

FROM: Dave MacLean, General Assistance Program Manager

RE: 2014 – 2015 General Assistance Ordinance Maximums for Food and Housing

DATE: October 1, 2014

Enclosed please find the following items:

- MMA's new (October 1, 2014–October 1, 2015) "General Assistance Ordinance Appendix" (B &C). There are no changes to any of the other appendices at the current time.
- "GA Maximums Summary Sheet" which consolidates GA maximums into one
  document. Municipalities do have to insert individual locality maximums from
  Appendix A and C in the summary sheet where indicated in order to complete the
  information. The "summary" does not have to be adopted, as it is not an
  Appendix but a tool for municipal officials administering GA.
- "GA maximums adoption form" which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the selectpersons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS in the self-addressed envelope provided with this packet (see "Filing of GA Ordinance and/or Appendices" below for further information).

#### Appendix C

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2012-2013 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure "housing" cost.

What should your municipality do if the housing maximums contained in this packet are unreasonably low (or high) given the rental rates in your area? The

preferred option is to conduct a local rental survey. Municipalities exploring this option should contact DHHS for guidance on conducting such a survey.

Another option is to forego adopting housing maximums (the law <u>does not</u> actually require housing maximums—the other two maximums, i.e., Appendix A and B, are required). If you are a municipality that has to perform "emergency analysis" each and every time an applicant requests housing assistance and you are not planning to perform a market survey (although you probably should), then perhaps working without housing maximums is an option.

Emergency analysis should be an exception, not the rule. If it has become the rule in your municipality, then the adoption of artificially low housing maximums is of no service to you (or your clients) and you might be better off with no housing maximums. Municipalities choosing to forego housing maximums <u>must</u> still adhere to the overall maximum and work an applicant's budget accordingly. Such municipalities might choose to utilize the actual FMR provided by the federal government as a guide.

#### **The Adoption Process**

The municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices <u>after notice</u> <u>and hearing</u>. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

#### Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. (For a copy of the GA model ordinance, please call MMA's Publication Department, or visit their web site <a href="www.memun.org">www.memun.org</a>). In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS has made it easier by enclosing a self-addressed envelope for your use. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

Enclosed please find copies of the revised Policy that cover the changes made during the last legislative session.

**Appendix C** Effective: 10/01/14-10/01/15

# **GA Housing Maximums** (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY **consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or**, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)

#### Non-Metropolitan FMR Areas

Aroostook County	Unl	heated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	84	362	107	461
1	84	362	113	487
2	99	426	136	584
3	134	575	179	770
4	143	614	197	848
Franklin County	Unl	neated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	96	412	119	511
1	97	418	124	533
2	115	493	151	651
3	137	591	183	786
4	210	905	265	1,139
Hancock County	Unl	Unheated		ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	105	451	126	543
1	117	503	145	625
2	145	622	180	776
3	197	845	241	1,038
4	197	845	245	1,054
Kennebec County	Unh	eated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	83	359	106	457
1	94	404	123	530
2	123	529	160	686
3	159	685	203	872
4	159	685	214	920

**Appendix C** Effective: 10/01/14-10/01/15

### Non-Metropolitan FMR Areas

Knox County	Unheated		He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	128	552	151	649
	128	552	151	651
2	150	645	186	799
3	197	846	240	1,032
4	209	899	272	1,168
Lincoln County	Unl	heated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	119	513	140	600
	124	535	153	659
2	159	684	195	838
3	200	862	244	1,048
4	207	889	260	1,118
Oxford County	County Unheated		He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	382	114	491
The state of the s	101	434	126	542
2	113	487	153	657
3	161	693	209	900
4	216	928	274	1,179
Piscataquis County	Unh	eated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	98	421	111	479
1	108	465	125	539
2	134	575	154	663
3	172	740	196	844
4	176	759	205	881
omerset County				
Bedrooms		eated	Hea	
Deciroons 0	Weekly	Monthly	Weekly	Monthly
1	100	432	123	529
	100	432	127	548
2 3	116	498	152	655
	166	714	210	904
4	166	714	211	908

**Appendix C** Effective: 10/01/14-10/01/15

### Non-Metropolitan FMR Areas

Waldo County	Unhe	ated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	497	136	583
1	119	510	144	619
2	139	597	174	748
3	664		217	935
4	174	749	230	987
	176	758		
Washington County	Unhe	ated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	93	402	114	492
1	95	410	122	525
2	108	465	146	629
3	134	575	182	782
4	163	703	222	954

### **Metropolitan FMR Areas**

Bangor HMFA	Unh	eated	He	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	101	432	126	543
1	120	518	153	657
2	145	625	185	796
3	184	790	233	1,004
4	210	904	268	1,154
Penobscot County HMFA	Unh	eated	Но	ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	99	424	122	525
1	99	424	122	525
2	104	448	144	621
3	148	636	198	850
4	169	725	228	982
Lewiston/Auburn MSA	T I - I -	-4-J	TT	
		eated		ated
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	89	381	111	476 412
	103	445	132	566
2	139	597	175	751
为了一种发生。3	178	766	221	952
4	180	774	233	1,003

Appendix C Effective: 10/01/14-10/01/15

### Metropolitan FMR Areas

Raymond	Roumo	nd	Raymon	d
Portland HMFA	O i	<b>Inheated</b>	Hea	<u>ited</u>
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	142	611	163	702
1	166	715	194	833
2	214	922	252	1,085
3	271	1165	319	1,371
4	274	1180	339	1,458
York/Kittery/S. Berwick				
HMFA	the state of the s	<u>Inheated</u>	Hea	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	181	779	207	890
	671		207	890
2	181	779	247	1,060
3	206	887	364	1,564
4	314	1,350	394	1,694
	334	1,434		
C				4.1
Cumberland County HMFA		nheated	Hea Hea	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	111	479	133	573
	131	563	157	674
2	167	720	204	876
3	228	982	272	1,168
4	271	1167	324	1,394
Sagadahoc County HMFA		nheated	TI.	4
Bedrooms	Weekly		<u>Hea</u>	
		Monthly	Weekly	Monthly
0	140	603	161	693
	140	603	161	693
2	155	667	191	821
3	192	825	242	1,039
4	276	1,187	336	1,444
York County HMFA	Unheated		Hea	ted
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	126	541	146	629
	126	541	150	646
2	156	672	192	825
3	216	928	259	1,114
4	216	928	266	
7	210	740	200	1,143

### GENERAL ASSISTANCE ORDINANCE APPENDICES B and C 2014-2015

The Municipality of Kaymond	adopts the MMA
V	es B and C for the period of October 1,
2014 — September 30, 2015.	These appendices are filed with the
Department of Health and Huma	n Services (DHHS) in compliance with
Title 22 M.R.S.A. §4305(4).	
Signed the(day) of by the municipal officers:	(month) (year)
(Print Name)	(Signature)

Appendix B Effective: 10/01/14 to 09/30/15

### **Food Maximums**

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2014, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	45.12	194
2	83.02	357
3	118.84	511
4	150.93	649
5	179.30	771
6	215.12	925
7	237.67	1,022
8	271.86	1,169

Note: For each additional person add \$146 per month.

#### APPENDIX D - UTILITIES

#### **ELECTRIC**

**NOTE:** For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is *not automatically* entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households <u>Without</u> Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

Number in Household	Weekly	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00
NOTE: For each additional person	add \$7.50 per month.	

2) Electricity Maximums for Households <u>With</u> Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

Number in Household	Weekly	<u>Monthly</u>
1	\$19.10	\$82.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$37.30	\$160.00
6	\$41.00	\$176.00
NOTE: For each additional person	add \$10.00 per month.	

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

#### APPENDIX E - HEATING FUEL

<u>Month</u>	Gallons	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

#### APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES

Number in Household	Weekly Amount	Monthly Amount		
1-2	\$10.50	\$45.00		
3-4	\$11.60	\$50.00		
5-6	\$12.80	\$55.00		
7-8	\$14.00	\$60.00		
NOTE: For each additional person add \$1.25 per week or \$5.00 per month.				

#### SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

Number of Children	Weekly Amount	Monthly Amount
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

# BUREAU OF ALCOHOLIC BEVERAGES DIVISION OF LIQUOR LICENSING & ENFORCEMENT 164 STATE HOUSE STATION AUGUSTA, ME 04333-0164

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,

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.



DEPARTMENT USE ONLY				
LICENSE NUMBER:	CLASS:			
DEPOSIT DATE				
AMT. DEPOSITED:	BY:			
CK/MO/CASH:				

• PRESENT LICENSE EXPIRES				
INDICATE TYPE OF PRIVILEGE: A MALT A SPIRIT	uous 🗲 vinous			
, INDICATE TY	YPE OF LICENSE:			
RESTAURANT (Class I,II,III,IV)	😅 RESTAURANT/LOUNG	GE (Class XI)		
HOTEL-OPTINONAL FOOD (Class I-A)	HOTEL (Class I,II,III,IV ف	V)		
CLASS A LOUNGE (Class X) د CLUB-ON PREMISE CATERING (Class				
CLUB (Class V) ث	GOLF CLUB (Class I,II)	,III,IV)		
□ TAVERN (Class IV)	OTHER:			
REFER TO PAGE 3	3 FOR FEE SCHEDULE			
ALL QUESTIONS MUS	T BE ANSWERED IN FULL			
1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited	2. Business Name (D/B/A)			
Liability Co., etc.)  Benjamin Santos-Rogers DOB: 9/10/83	A La Mexicana			
artical all teles - Roger's Bob. 1710783	FI CO THEXTECUTOR			
Duperly Santos - Rogers DOB: 9/22/85				
DOB:	Location (Street Address) 1227 Roosevelt Trail			
Address	City/Town State Raymond ME	Zip Code		
172 Saco Ave #17	Mailing Address	15040		
	1227 Roosevelt Trail			
City/Town State Zip Code Old Orchard Beach ME 04064		Zip Code		
Old Orchard Beach ME 04064 Telephone Number Fax Number	Raymond ME Business Telephone Number	Fax Number		
207 - 329 - 6233	207-655-9290			
Federal I.D. # 46 - 4063617	Seller Certificate # 1165767			
3. If premises is a hotel, indicate number of rooms available for tra				
4. State amount of gross income from period of last license: ROOM		100,000		
5. Is applicant a corporation, limited liability company or limited p	oartnership? YES 🧗 NO 😅			
If YES, complete Supplementary Questionnaire				
6. Do you permit dancing or entertainment on the licensed premise	es? YES 🌿 NO 🕹 🥟			
7. If manager is to be employed, give name:				
8. If business is NEW or under new ownership, indicate starting da				
Requested inspection date:  Business  Requested inspection date:  Requested inspection date:  Requested inspection date:				
9. Business records are located at: 1227 Roosevelt	ir. Kaymona, ME 040+1			

10.	Is/are	applicants	(s)	citizens	of the	United	States?
ı o.	IOI WILL	appireants	いり	OTTIZOTIO	OI HIV	CIIItou	States.

11. Is/are applicant(s) residents of the State of Maine?

YES X NO 🕹

YES X 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 senarate sheet of paper if necessary

Use a separate sheet of paper if necessary.		22
Name in Full (Print Clearly)	DOB	Place of Birth
Benjamin Edward Rogers	9/10/83	Portland, ME
Duperly Santos-Lizcano	9/22/85	Bucaramanga, Colombi
Residence address on all of the above for previous 5 years (Limit answer t		
Standish, ME Old Orchard Beach, ME		
13. Has/have applicant(s) or manager ever been convicted of any violation of any State of the United States? YES YES NO		
Name: Benjamin Santos-Rogers Dat		
Offense: OUI Local	ation: <u>Gorbam</u>	, ME
Disposition: Gui Ity	· α	<i>©</i>
14. Will any law enforcement official benefit financially either directly or in Yes in No Yes, give name:	indirectly in your lice	nse, if issued?
15. Has/have applicant(s) formerly held a Maine liquor license? YES 🍇	NO 🕹	
16. Does/do applicant(s) own the premises? Yes in No is If No give Laurie Mason PO Box 829 South Casco		
17. Describe in detail the premises to be licensed: (Supplemental Diagram		
7,000 Sq/Ft Mexican Restaurant		
18. Does/do applicant(s) have all the necessary permits required by the Stat YES ★ NO ♣ Applied for:		
19. What is the distance from the premises to the NEAREST school, school measured from the main entrance of the premises to the main entrance of parish house by the ordinary course of travel?	of the school, school of the above is neares	dormitory, church, chapel st? Roymond Middle
20. Have you received any assistance financially or otherwise (including an self in the establishment of your business? YES in NO 14	ny mortgages) from a	ny source other than your-
If YES, give details:		
The Division of Liquor Licensing & Inspection is hereby authorized to obt pertaining to the business, for which this liquor license is requested, and al in which any liquor license is in effect.  NOTE: "I understand that false statements made on this form are punismation on this form is a Class D offense under the Criminal Code, punishatory fine of up to \$2,000 or both."	lso such books, recordishable by law. Know	rds and returns during the year owingly supplying false infor-
Dated at: Old Orchard Beach, ME on Specific on Town/City, State	mber 24,	20 14
Please sign in blue ink	PueVa	K
Signature of Applicant or Corporate Officer(s) Si	ignature of Applicant	t or Corporate Officer(s)
	A 0 0 1 1	

#### **NOTICE – SPECIAL ATTENTION**

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

#### THIS APPROVAL EXPIRES IN 60 DAYS.

#### **FEE SCHEDULE**

Class I	Spirituous, Vinous and Malt	900.00
Class I-A	Spirituous, Vinous and Malt, Optional Food (Hotels Only)	,100.00
Class II	Spirituous Only\$	550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only\$	220.00
	<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.	
Class IV	Malt Liquor Only	220.00
Class V	Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)\$  CLASS V: Clubs without catering privileges.	495.00
Class X	Spirituous, Vinous and Malt – Class A Lounge	,200.00
Class XI	Spirituous, Vinous and Malt – Restaurant Lounge	,500.00
FILING F	YEE\$	10.00
UNORGA	NIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicant ritories shall submit along with their application evidence of payment to the County Treasurer.	
PUBLIC :	nust accompany application, made payable to: TREASURER, STATE OF MAINE DEPARTM SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATE OF MAINE DEPARTME 04333-0164. Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.	

#### **STATE OF MAINE**

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

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9.	Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?
	Yes No
10.	If Yes to Question 9, please complete the following: (attached additional sheets as needed)
	Name: Ben Santos-Rogers  Date of Conviction: 2/17/2008
	Date of Conviction: 2/17/2008
	Offense: OUI
	Location of Conviction: Corham, ME
	Disposition: Goilty
Signa	ture:
Signat	bure of Duly Authorized Person  Date
Print N	Name of Duly Authorized Person
office,	have questions regarding the legal name or assumed (DBA) name on file with the Secretary of State's please call (207) 624-7752. The SOS can only speak to the information on file with their office, not the of this supplemental information – please direct any questions about this form to our office at the number.
Submi	Bureau of Alcoholic Beverages and Lottery Operations Division of Liquor Licensing and Enforcement 164 State House Station Augusta, Me 04333-0101 Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3424 Email Inquiries: MaineLiquor@Maine.gov





#### FIRE/RESCUE

1443Roosevelt Trail Raymond, Maine 04071

Emergency 9-1-1 Chief's Office 655-1187 Dispatch 655-7851

#### **MEMORANDUM**

Date: October 10, 2014

To: Raymond Board of Selectmen

From: Lt. David Mains, Raymond Fire Inspector

RE: A La Mexicana Life Safety Inspection

Dear Mr. Chairman:

On October 9, 2014 the Raymond Fire Department performed a Life Safety inspection of the A La Mexicana Restaurant property located at 1227 Roosevelt Trail in Raymond. The official report of the inspection is attached to this memorandum. With the exception of the routine maintenance items noted in the report, the occupancy was found to be in compliance with the Raymond Fire Protection Ordinance. All the items listed have been discussed with the owner and at this time I do not see any Life Safety reason to withhold the liquor license application under review.

Please contact me if there are any questions.

Respectfully,

Lt. David Mains Raymond Fire Inspector

#### Raymond Fire & Rescue

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Form: Annual 14-0504

Occupancy: A La Mexicana Address: 1227 Roosevelt TRL

Raymond ME 04071

Inspection Type: Annual

Inspection Date: 10/9/2014 By: Jordan, Andrew (JORDANA)

> Time In: 10:00 Time Out: 10:30

Authorized Date: 10/10/2014 By: Mains, David (MAINSD)

#### Inspection Description:

Annual Inspection Form

New and Change of Use Inspection Form

#### **Inspection Topics:**

#### General

Posted Maximum Occupancy signs at room entrances where required.

Assembly uses shall have an Occupancy Permit issued by the Raymond Fire Department.

**Status: Routine Maintenance** 

Notes: RFD to issue a maximum occupant certificate for 230 persons. The total occupant load with tables and chairs is 175,

without tables and chairs is 226, based on NFPA 101.

With Tables/Chairs

Bar 45

Dining 82 Dance 45

Without Tables/Chairs

Bar 45 Dining 82 Dance 99

#### Housekeeping

Locate all dumpsters at least 10 feet from the building or overhangs.

Dumpsters are a common fire target of vandals. Moving the dumpster away will reduce the risk of a fire spreading to the building.

**Status:** Routine Maintenance

Notes: All dumpsters shall be located more than 10 feet from any building.

#### Fire Extinguishers

Mount extinguishers where readily available, not more than 4 feet above floor.

Extinguishers must be easily within reach of all occupants, but not where they will be subject to damage.

**Status: Routine Maintenance** 

Notes: Relocate fire extinguisher in kitchen blocked by table. All extinguishers require unobstructed access.

#### **Exits**

Are emergency egress light fixtures installed and operational?

Test battery and check for broken or missing light fixtures.

Status: Routine Maintenance

Notes: Replace or repair (3) three emergency light fixtures indicated. Owner took devices down for maintenance during

If the occupancy is more than 50 persons, are exit doors equipped with panic or fire exit hardware?

Include reference

Status: Information

Notes: Exit doors provide free exit.

Fire Alarm

Has a current fire alarm test report on file with the Raymond Fire Department.

Raymond Fire Protection Ordinance (Article 5 Section 1) requires an annual fire alarm test report be filed with the Office of the Fire Inspector before January

1 each year.

Status: Information

Notes: Annual test reports must be filed with the Fire Department. Provide a copy of the most recent test report.

#### **Electrical Systems**

Label all circuit breakers and provide blank panels for spares.

Proper identification of the areas served by a circuit breaker is important during an emergency.

**Status:** Routine Maintenance

Notes: Update electrical panel circuit labels.

#### **Additional Time Spent on Inspection:**

Category Start Date / Time End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes
Inspection Time: 30 minutes

**Total Time: 30 minutes** 

#### **Summary:**

Overall Result: Correction Notice Issued

The occupancy was found to be in compliance with the exception of the noted items in this report. The items listed require correction by the Owner or Occupant for the Occupancy to comply with the Raymond

Fire Protection Ordinance and/or State Life Safety and Fire Code.

The Owner is required to notify the Raymond Fire Department when ALL items listed have been corrected.

**Inspector Notes:** 

#### **Closing Notes:**

This fire prevention inspection has been made by the Raymond Fire Department for the purpose of promoting fire safety and to assist the Owner or Operator of the Occupancy in identifying conditions that require correction. Items listed in this inspection report must be corrected before the Occupancy will deemed in compliance with the Raymond Fire Protection Ordinance.

#### Inspector:

Name: Jordan, Andrew Rank: Lieutenant

Signature	Da	ate

<u>)</u>	C	cu	pa	nt	Si	ign	at	ur	<b>e</b> :

Signature	Date	

#### Maine Revised Statutes

#### **Title 20-A: EDUCATION**

**Chapter 103-A: REGIONAL SCHOOL UNITS** 

### §1466. WITHDRAWAL OF A SINGLE MUNICIPALITY FROM A REGIONAL SCHOOL UNIT

- 1. **Petition.** Beginning January 1, 2012, the residents of a municipality that has been a member of a regional school unit for at least 30 months may petition to withdraw from the regional school unit in accordance with this subsection.
  - A. Ten percent of the number of voters in the municipality who voted at the last gubernatorial election must sign the petition to withdraw from the regional school unit. [2009, c. 580, §9 (NEW).]
  - B. At least 10 days before the special election called pursuant to this paragraph, the municipal officers of the municipality within the regional school unit shall hold a posted or otherwise advertised public hearing on the petition. The municipal officers shall call and hold a special election in the manner provided for the calling and holding of town meetings or city elections to vote on the withdrawal from the regional school unit. [2009, c. 580, §9 (NEW).]
  - C. The petition to withdraw from the regional school unit must be approved by secret ballot by a majority vote of the voters present and voting before it may be presented to the regional school unit board and the commissioner. Voting in towns must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the towns have not accepted the provisions of Title 30-A, section 2528, and voting in cities must be conducted in accordance with Title 21-A. [2009, c. 580, §9 (NEW).]

For the purposes of this subsection, the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 is 30 months after the original operational date of the school administrative district; and the 30-month period after which a petition to withdraw may be considered in a member municipality of a school administrative district that did not reformulate as a regional school unit but that became a member entity of an alternative organizational structure is 30 months after the operational date of the alternative organizational structure.

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[ 2011, c. 328, §1 (AMD); 2011, c. 328, §2 (AFF) .]
```

**2. Form.** The article to be voted upon must be in substantially the following form:

"Article: Do you favor filing a petition for withdrawal with the board of directors of regional school unit (name of regional school unit) and with the Commissioner of Education, authorizing the withdrawal committee to expend \$ (insert amount) and authorizing the (municipal officers; i.e., selectpersons, town council, etc.) to issue notes in the name of the (name of the municipality) or otherwise pledge the credit of the (name of the municipality) in an amount not to exceed \$ (insert amount) for this purpose?

Yes No"

```
[ 2009, c. 580, §9 (NEW) .]
```

- **3. Notice of vote.** If residents of the municipality vote favorably on a petition for withdrawal, the clerk shall immediately give written notice, by registered mail, to the secretary of the regional school unit and the commissioner that must include:
  - A. The petition adopted by the voters, including the affirmative and negative votes cast; and [2009, c. 580, §9 (NEW).]

B. An explanation by the municipal officers, stating to the best of their knowledge the reason or reasons why the municipality seeks to withdraw from the regional school unit. [2009, c. 580, §9 (NEW).]

[ 2009, c. 580, §9 (NEW) .]

- 4. Agreement for withdrawal; notice; changes in agreement; final agreement. The agreement for withdrawal must comply with this subsection.
  - A. The commissioner shall direct the municipal officers of the petitioning municipality to select representatives to a withdrawal committee as follows: one member from the municipal officers, one member from the general public and one member from the group filing the petition. The commissioner shall also direct the directors of the regional school unit board representing the petitioning municipality to select one member of the regional school unit board who represents that municipality to serve on the withdrawal committee. The municipal officer and the member of the regional school unit board serve on the withdrawal committee only so long as they hold their respective offices. Vacancies must be filled by the municipal officers and the regional school unit board. The chair of the regional school unit board shall call a meeting of the withdrawal committee within 30 days of the notice of the vote in subsection 3. The chair of the regional school unit board shall open the meeting by presiding over the election of a chair of the withdrawal committee. The responsibility for the preparation of the agreement rests with the withdrawal committee, subject to the approval of the commissioner. The withdrawal committee may draw upon the resources of the department for information not readily available at the local level and employ competent advisors within the fiscal limit authorized by the voters. The agreement must be submitted to the commissioner within 90 days after the withdrawal committee is formed. Extensions of time may be granted by the commissioner upon the request of the withdrawal committee.
    - (1) The agreement must contain provisions to provide educational services for all students of the petitioning municipality within the regional school unit. The agreement must provide that during the first year following the withdrawal students may attend the school they would have attended if the petitioning municipality had not withdrawn. The allowable tuition rate for students sent from one municipality to another in the former regional school unit must be determined under section 5805, subsection 1, except that it is not subject to the state per pupil average limitation in section 5805, subsection 2.
    - (2) The agreement must establish that the withdrawal takes effect at the end of the regional school unit's fiscal year.
    - (3) The agreement must establish that the withdrawal will not cause a need within 5 years from the effective date of withdrawal for school construction projects that would be eligible for state funds. This limitation does not apply when a need for school construction existed prior to the effective date of the withdrawal or when a need for school construction would have arisen even if the municipality had not withdrawn.
    - (4) The agreement must establish how transportation services will be provided.
    - (5) The agreement must provide for administration of the new administrative unit, which should not include the creation of new supervisory units if at all possible.
    - (6) The agreement must make provision for the distribution of financial commitments arising from outstanding bonds, notes and any other contractual obligations that extend beyond the proposed date of withdrawal.
    - (7) The agreement must provide appropriately for the distribution of any outstanding financial commitments to the superintendent of the regional school unit.
    - (8) The agreement must provide for the continuation and assignment of collective bargaining agreements as they apply to the new or reorganized regional school unit for the duration of those agreements and must provide for the continuation of representational rights.

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- (9) The agreement must provide for the continuation of continuing contract rights under section 13201.
- (10) The agreement must provide for the disposition of all real and personal property and other monetary assets.
- (11) The agreement must provide for the transition of administration and governance of the schools to properly elected governing bodies of the newly created administrative unit and must provide that the governing body may not be elected simultaneously with the vote on the article to withdraw unless the commissioner finds there are extenuating circumstances that necessitate simultaneous elections. [2009, c. 580, §9 (NEW).]
- B. Within 60 days of the receipt of the agreement, the commissioner shall either give it conditional approval or recommend changes. The changes must be based upon the standards set forth in paragraph A and the commissioner's findings of whether the contents of the agreement will provide for appropriate educational and related services to the students of the petitioning municipality and for the orderly transition of assets, governance and other matters related to the petitioning municipality and the regional school unit. [2009, c. 580, §9 (NEW).]
- C. If the commissioner gives conditional approval of the agreement, the commissioner shall notify the regional school unit board and the municipal officers by registered mail of the time and place of a public hearing at least 20 days prior to the date set for the hearing to discuss the merits of the proposed agreement of withdrawal. The chair of the regional school unit board shall conduct the hearing.
  - (1) The regional school unit board shall post a public notice in each municipality of the time and location of the hearing at least 10 days before the hearing.
  - (2) Within 30 days following the hearing under this paragraph, the withdrawal committee shall forward the final agreement to the commissioner. [2009, c. 580, §9 (NEW).]
- D. If the commissioner recommends changes to the agreement, the commissioner shall:
  - (1) Send the agreement back to the withdrawal committee for necessary corrections;
  - (2) Establish a maximum time within which to make the corrections; and
  - (3) Indicate that the corrected agreement must be returned to the commissioner for conditional approval before it goes to public hearing as set forth in paragraph C. [2009, c. 580, §9 (NEW).]

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[ 2009, c. 580, §9 (NEW) .]
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- 5. Date of municipal election; notice; warrant; polling hours. The date and time for voting is as set forth in this subsection.
  - A. The commissioner shall determine the date upon which the voters of the petitioning municipality must vote upon the agreement submitted to them. The election must be held as soon as practicable, and the commissioner shall attempt to set the date of the vote to coincide with a statewide election. [2009, c. 580, §9 (NEW).]
  - B. At least 35 days before the date set in paragraph A, the commissioner shall give written notice of the date by registered or certified mail to the town clerk or city clerk of the municipality petitioning to withdraw. [2009, c. 580, §9 (NEW).]
  - C. The town clerk or city clerk shall immediately notify the municipal officers upon receipt of the notice under paragraph B, and the municipal officers shall meet and immediately issue a warrant for a special town meeting or city election, as the case may be, to be held on the date designated by the commissioner. No other date may be used. [2009, c. 580, §9 (NEW).]

D. In a warrant under paragraph C, the municipal officers shall direct that the polls are to be open by 10 a.m. and remain open until 8 p.m. [2013, c. 167, Pt. A, §1 (AMD).]

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[ 2013, c. 167, Pt. A, §1 (AMD) .]
```

- **6. Public hearing; voting procedures.** The following requirements apply to the voting procedures.
- A. At least 10 days before the election, the municipal officers shall hold a posted or otherwise advertised public hearing on the withdrawal question. [2009, c. 580, §9 (NEW).]
- B. Except as otherwise provided in this section, the voting at the meeting held in a town must be conducted in accordance with Title 30-A, sections 2528 and 2529, even if the town has not accepted the provisions of Title 30-A, section 2528. [2009, c. 580, §9 (NEW).]
- C. The voting at the meeting held in a city must be conducted in accordance with Title 21-A. [2009, c. 580, §9 (NEW).]

```
[ 2009, c. 580, §9 (NEW) .]
```

**7. Article.** The article to be voted on must be in the following form.

"Article: Do you favor the withdrawal of the (name of municipality) from the regional school unit (name of regional school unit) subject to the terms and conditions of the withdrawal agreement dated (insert date)?

Yes No"

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[ 2009, c. 580, §9 (NEW) .]
```

**8. Ballots; posting of agreement.** The withdrawal agreement need not be printed on the ballot. Copies of the agreement must be posted in the municipality in the same manner as specimen ballots are posted under Title 30-A, section 2528.

```
[ 2009, c. 580, §9 (NEW) .]
```

9. (TEXT EFFECTIVE UNTIL 1/1/15) (TEXT REPEALED 1/1/15) Required vote. Before the municipality may withdraw from the regional school unit, the withdrawal agreement must be approved by a majority vote of those casting valid votes in the municipality, and the total number of votes cast for and against withdrawal at the municipal vote must equal or exceed 50% of the total number of votes cast in the municipality for Governor at the last gubernatorial election.

This subsection is repealed January 1, 2015.

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[ 2011, c. 678, Pt. J, §1 (RPR) .]
```

9-A. (TEXT EFFECTIVE UNTIL 1/1/15) (TEXT REPEALED 1/1/15) Required vote; exception for a municipality of a school administrative district that was reformulated as a regional school unit. A 2/3 vote of those casting valid votes in the municipality is required before a municipality that is a member municipality of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12 may withdraw from the regional school

This subsection is repealed January 1, 2015.

```
[ 2011, c. 678, Pt. J, §2 (NEW) .]
```

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**9-B. Required vote.** Beginning January 1, 2015 a 2/3 vote of those casting valid votes in the municipality is required before the municipality may withdraw from the regional school unit.

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[ 2011, c. 678, Pt. J, §3 (NEW) .]
```

- 10. Restriction on withdrawal petitions. A municipality within a regional school unit may not petition for withdrawal within 2 years after the date of:
  - A. A municipal vote on a petition for withdrawal if the petition received less than 45% of the votes cast; or [2009, c. 580, §9 (NEW).]
  - B. A municipal vote on a withdrawal agreement if the agreement received less than 60% of the votes cast. [2009, c. 580, §9 (NEW).]

```
[ 2009, c. 580, §9 (NEW) .]
```

11. Cost of advisors. The expense of employing competent advisors by the municipality petitioning to withdraw must be borne by the municipality, and the expense of employing competent advisors by the regional school unit must be borne by the regional school unit with the municipality bearing its share according to the regional school unit's cost-sharing agreement.

```
[ 2009, c. 580, §9 (NEW) .]
```

12. **Determination of vote.** The town clerk or city clerk shall, within 24 hours of determination of the result of the vote in the municipality, certify the total number of votes cast in the affirmative and the total number of votes cast in the negative on the article to the commissioner.

```
[ 2009, c. 580, §9 (NEW) .]
```

13. (TEXT REPEALED 1/1/15) (TEXT EFFECTIVE UNTIL 1/1/15) Determination of results; **execution of agreement.** Except for a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12, if the commissioner finds that a majority of the voters voting on the article has voted in the affirmative and the total number of votes cast for and against the article equal or exceed 50% of the total number of votes cast in the municipality for Governor at the last gubernatorial election, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal. For a municipality that is part of a school administrative district that was reformulated as a regional school unit pursuant to Public Law 2007, chapter 240, Part XXXX, section 36, subsection 12, if the commissioner finds that at least 2/3 of the votes validly cast in the municipality are in the affirmative, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal.

This subsection is repealed January 1, 2015.

```
[ 2013, c. 167, Pt. A, §2 (AMD) .]
```

13-A. Determination of results; execution of agreement; effective date. Beginning January 1, 2015, if the commissioner finds that a 2/3 majority of the voters voting on the article has voted in the affirmative, the commissioner shall notify the municipal officers and the regional school unit board to take steps for the withdrawal in accordance with the terms of the agreement for withdrawal.

```
[ 2011, c. 678, Pt. J, §5 (NEW) .]
```

14. Recount; checklists and ballots; disputed ballots. This subsection applies to recounts, checklists, ballots and disputed ballots.

- A. If, within 7 days of the computation and recording of the results of the voting, the municipality requests to the commissioner in writing a recount of the votes, the commissioner shall immediately cause the checklists and all the ballots cast in the municipality to be collected and kept at the commissioner's office so they may be recounted by the municipality. [2009, c. 580, §9 (NEW).]
- B. The town clerk or city clerk of the municipality is authorized to deliver the checklists and ballots to the commissioner, notwithstanding any other provision of law to the contrary. [2009, c. 580, §9 (NEW).]
- C. The commissioner shall resolve any question with regard to disputed ballots. [2009, c. 580, §9 (NEW).]

```
[ 2009, c. 580, §9 (NEW) .]
```

15. Execution of agreement; certified record; certificate of withdrawal. When the agreement for withdrawal has been put into effect by the municipality, the municipal officers shall notify the commissioner by certified mail that the agreement of withdrawal has been executed. A complete certified record of the transaction involved in the withdrawal must be filed with the commissioner. The commissioner shall immediately issue a certificate of withdrawal to be sent by certified mail for filing with the regional school unit board and shall file a copy in the office of the Secretary of State.

```
[ 2009, c. 580, §9 (NEW) .]
```

- **16. Indebtedness.** This subsection applies to outstanding indebtedness.
- A. Whenever a municipality withdraws from a regional school unit having outstanding indebtedness, the regional school unit remains intact for the purpose of securing and retiring the indebtedness. The withdrawal agreement may provide for alternate means for retiring outstanding indebtedness. [2009, c. 580, §9 (NEW).]
- B. For the purposes of this subsection, "outstanding indebtedness" means bonds or notes issued or assumed by the regional school unit board and lease-purchase agreements issued or assumed by the regional school unit, but does not include any indebtedness of the withdrawing municipality assumed by the regional school unit at the time of formation. [2009, c. 580, §9 (NEW).]

```
[ 2009, c. 580, §9 (NEW) .]
```

17. General purpose aid. When a municipality withdraws from a regional school unit, the general purpose aid for the municipality must be computed in accordance with chapter 606-B.

```
[ 2009, c. 580, §9 (NEW) .]
```

18. Committee recall. If the commissioner determines that the withdrawal committee has failed to comply with the requirements of this section, the commissioner may authorize the municipal officers to appoint new representatives to the withdrawal committee.

```
[ 2009, c. 580, §9 (NEW) .]
```

19. Transfer of property. The regional school unit board may negotiate with the withdrawal committee regarding an equitable division of the regional school unit's property between the regional school unit and the municipality represented by the withdrawal committee and transfer title of the property to the municipality following withdrawal. The regional school unit board shall determine that the regional school unit's educational program will not be disrupted solely because of the transfer of any given property before it may complete the transfer.

```
[ 2009, c. 580, §9 (NEW) .]
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#### 20. Reorganization; penalties.

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[ 2011, c. 251, §12 (AFF); 2011, c. 251, §7 (RP) .]

SECTION HISTORY

2009, c. 580, §9 (NEW). 2011, c. 251, §7 (AMD). 2011, c. 251, §12

(AFF). 2011, c. 328, §1 (AMD). 2011, c. 328, §2 (AFF). 2011, c. 678, Pt. J, §§1-5 (AMD). 2013, c. 167, Pt. A, §§1, 2 (AMD).
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### Steps for Raymond to Withdraw from RSU 14

Step	Description	Time	Scenario Nov 2014	Status
1	Circulate a petition to withdraw from the RSU and gather at least 223 signatures from voters registered in Raymond.	At least 45 days before the Special Town Meeting	By 9/20/2014	Complete 6-10-2014 352 valid signatures
2a	Selectmen call a Special Town Meeting to vote on whether or not to officially start the withdrawal process.		Before 10/17/2014	
2b	Deadline to have ballot question sent to ES&S to print ballots and program the voting machine to be ready for the 11/5/2014 Gubernatorial Election.		9/9/2014	
3a	Town Clerk to post the Notice of Public Hearing.	At least 7 days prior to Public Hearing	10/17/2014	
3b	Hold a Public Hearing regarding the petition at least 10 days prior to a Special Town Meeting (2b below).	At least 10 days prior to Special Town Meeting	10/24/2014	Scheduled for October 14, 2014 as part of regular Selectmen's Meeting. Location TBD.
4a	May include absentee ballots, and if so they need to be available 30 days prior to the election.	30 days prior to the vote	10/5/2014	
4b	Hold a Special Town Meeting (election) to secret vote (ballot) on whether or not to officially start the withdrawal process.  The article would need to read: "Do you favor filing a petition for withdrawal with the board of directors of regional school unit RSU14 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$ (insert dollar amount) and authorizing the (municipal officers; i.e., selectpersons, town council, etc.) to issue notes in the name of the Town of Raymond or otherwise pledge the credit of the Town of Raymond in an amount not to exceed \$ (insert dollar amount) for this purpose?"  Yes No		11/4/2014	

	32 01 10				
Step	Description	Time	Scenario Nov 2014	Status	
5	If the vote is favorable, the Town Clerk shall immediately give written notices, by registered mail, to the Secretary (Superintendent) of the RSU and to the Commissioner of Education to include the result of the vote (# Yes and # No votes), and an explanation by the Selectmen stating the reasons why the municipality seeks to withdraw from the RSU.	Day after the Special Town Meeting	11/5/2014		
6	The Commissioner of Education will direct the Selectmen to establish a 4 member Withdrawal Committee to develop a Withdrawal Agreement, 1 from each of the following:  1. Municipal Officers 2. General public 3. Group filing the petition 4. RSU Board	Within 30 days of the receipt of the notice in step 5 is implied	By approx. 12/6/2014		
7	Chair of RSU Board calls a meeting of the Withdrawal Committee and presides as chair until the committee elects their own chair.	Within 30 days of the Notice sent in step 5	By approx. 12/6/2014		
8	The Withdrawal Committee shall negotiate the Withdrawal Agreement with the RSU Board and submit the Withdrawal Agreement to the Commissioner of Education.	Within 90 days after the committee is formed	As late as 3/6/2015		
9	Commissioner shall either give the Withdrawal Agreement conditional approval or recommend changes.	Within 60 days of the receipt of the Withdrawal Agreement	As late as 5/5/2015		
10a	If conditional approval is given – The Commissioner shall notify the RSU Board and Selectmen by registered mail of the time and place of a public hearing to discuss the merits of the proposed Withdrawal Agreement. The RSU Board Chair shall conduct the public hearing.	At least 20 days prior to Public Hearing	As late as 5/7/2015		
10b	If changes are recommended – The Commissioner shall send the Withdrawal Agreement back for corrections and shall establish a maximum time within to make the corrections.	Time set by Commis-sioner			
11a	RSU Board shall post Public Notice in each municipality of the time/location of the Public Hearing.	At least 10 days prior to Public Hearing	As early as 5/17/2015		
11b	RSU Board conduct the Public Hearing.		As early as 5/27/2015		

Step	Description	Time	Scenario Nov 2014	Status
12	Withdrawal Committee shall develop and forward the final Withdrawal Agreement to the Commissioner of Education.	Within 30 days following the Public Hearing	As early as 6/26/2015	
13	If changes are recommended – The Commissioner shall send the Withdrawal Agreement back to the Withdrawal Committee, establish maximum time frame, and indicate the steps to by followed by the Withdrawal Committee.	Time set by Commis-sioner		
14	<b>If approval is given</b> – Commissioner shall set the date for vote. The Commissioner shall attempt to coincide with a statewide election.	Date set by Commis-sioner		
15	The Commissioner shall give written notice of the date by registered or certified mail to the Town Clerk of Raymond.	At least 35 days prior to the vote		
16a	The Town Clerk shall immediately notify the Selectmen upon receipt of the notice from step 15, and the Selectmen shall meet and immediately issue a warrant for a Special Town Meeting to be held on the date set by the Commissioner.	Day of receipt of Commis- sioner's written notice		
17a	May include absentee ballots, and if so they need to be available 30 days prior to the election.	30 days prior to the vote		
17b	Town Clerk to post the Notice of Public Hearing.	At least 7 days prior to Public Hearing		
	Selectmen hold a Public Hearing on the withdrawal question.			
17c	The question would need to read: "Do you favor the withdrawal of the Town of Raymond from the regional school unit RSU 14 subject to the terms and conditions of the withdrawal agreement dated (insert date)?" Yes No	At least 10 days prior the Special Town Meeting		
17d	Town Clerk to post the Notice of Election, sample ballots and copies of the Withdrawal Agreement.	At least 7 days prior to the vote		
18	Special Town Meeting vote on Withdrawal Agreement.			
19	The Town Clerk shall within 24 hours of determination of the results of the vote on the Withdrawal Agreement certify the number of Yes and No votes to the Commissioner.	Within 24 hours of the vote		

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			0101100	
Step	Description	Time	Scenario Nov 2014	Status
20	If the Commissioner finds the official outcome of the vote meets the following criteria:  • A majority of the voters voted "Yes"  • The total number of votes cast must equal at least 50% of the votes cast in the last Gubernatorial Election (2,227 votes cast for Governor in 2010, so there needs to be at least 1,114 total votes cast)  then the Commissioner shall notify the Selectmen and the RSU Board to begin the steps outlined in the Withdrawal Agreement.			
21	Once the Withdrawal Agreement has been executed the Commissioner must be notified by certified mail.			
22	Once all steps are completed, the Commissioner shall immediately issue a Certificate of Withdrawal to be sent to the RSU Board and a copy to the SOS-Corporate Division.			

Town of Raymond Website

Town of Raymond

### **RSU** Withdrawal Process **Informational Brochure**

On September 2, 2014, the Board of Selectmen voted to include a referendum question on the November 4, 2014 ballot in response to a citizen initiated petition started this past January and submitted with 352 valid signatures in accordance with Title 20 MRSA §1466.

#### The question would need to read:

"Do you favor filing a petition for withdrawal with the Board of Directors of Regional School Unit RSU14 and with the Commissioner of Education, authorizing the Withdrawal Committee to expend \$25,000 and authorizing the Raymond Board of Selectmen to issue notes in the name of the Town of Raymond or otherwise pledge the credit of the Town of Raymond in an amount not to exceed \$25,000 for this purpose?"

Yes No



#### For more information contact:

Don Willard, Town Manager 655-4742 x 131 don.willard@raymondmaine.org

Mike Reynolds, Selectboard Chair 655-2884 mike\_reynolds@maine.rr.com

Sue Look, Town Clerk & Registrar of Voters 655-4742 x 121 sue.look@raymondmaine.org

Danielle Loring, Executive Assistant 655-4742 x 133 danielle.loring@raymondmaine.org

Paula Gravelle Maine Department of Education 624-6790

http://www.maine.gov/education/Withdrawal\_Procedures\_RSU\_SAD/ Maine Department of Education

regional school unit Maine LawTitle 20-A MRSA §1466: Withdrawal of a single municipality from a http://www.mainelegislature.org/legis/statutes/20-A/title20-Asec1466.html

# FAQ Regarding RSU Withdrawal Process

#### Q: Why is this happening?

A: A citizen initiated petition was circulated to withdraw from the RSU that needed at least 223 signatures. It was submitted June 10, 2014 with 352 valid signatures.

## Q: Can the Selectmen choose not to move forward with the process?

A: No. In accordance with Title 20 MRSA §1466, a special Town Meeting or Referendum Question must be held to ask Raymond voters whether or not to officially start the withdrawal process. This question will be on Absentee Ballots as well.

#### Q: Will there be a public hearing?

A: Yes, there will be a public hearing held on October 14, 2014 at 7:00pm at the Raymond Broadcast Studio.

#### Q: What does the question mean?

A: If the withdrawal vote is favorable, written notices will be sent to the RSU#14 Superintendent and Commissioner of Education with the result of the vote and why withdrawal is being sought. \$25,000 would be allocated from the FY2014-15 Selectmen contingency for attorney fees and any other third party contractor such as an accountant.

## Q: Can Windham "out vote" Raymond or stop the process?

A: No. This question will only be on the Raymond ballot.

## Q: How did the figure of \$25,000 get decided?

A: This figure was based on the range that it may cost to do the investigation. It may cost more or less depending on the needs assessed by the Withdrawal Committee members.

### Q: Who will be on the Withdrawal Committee?

A: The Selectmen will be charged with appointing a Withdrawal Committee comprised of 4 members:

- i. One member from the municipal officers.
- ii. One member from the general public.
- iii. One member from the group filing the petition.
- iv. One member of the regional school unit board who represents that municipality.

## Q: Can the process be stopped by Raymond?

A: A Town vote must be called by the Board of Selectmen asking if the voters want to stop the process.

### Q: How much will it cost to take our schools back over?

A. Questions regarding the budget, operations and staff costs will be part of the investigations of the Withdrawal Committee.

# Q: Will all of the school buildings and equipment be returned to Raymond ownership?

A: All RSU property will need to be negotiated as part of the Withdrawal Agreement.

### Q: Where will my child go to high school?

A: A 10 year agreement will need to be negotiated with either Windham or another surrounding Town. The Town will still maintain "School Choice" no matter what school Raymond has a contract with.

#### Q: How long does the process take?

A: It is a 22 step process and is dependent on the length of time it takes to conclude the research and finalize the Withdrawal Agreement. Another Public Hearing will need to be held for comments regarding the Withdrawal Agreement. The Withdrawal Agreement must be accepted by referendum vote before January 31st of that year the Town wishes to withdraw in order to withdraw by July 1st. Any vote after January 31st would not be effective until July 1st of the following year.

#### **IMPORTANT DATES**

Public Hearing:
Tuesday, October 14th, 7:00pm
Raymond Broadcast Studio
Referendum Vote:
Tuesday, November 4th, 7am-8pm
JSMS Gym

### GENERAL AGREEMENT FOR SERVICES

This Independent Contractor Agreement (the "Agreement") is made and entered on October 14, 2014, by and between the Town of Raymond, Maine (the "Town") and Pan Atlantic Consultants (aka Pan Atlantic SMS Group), a Maine business corporation (the "Contractor" or "PASMSG") (collectively referred to as the "Parties" or individually as a "Party").

The Parties agree as follows:

- I. **SERVICES:** The Contractor's performance of work and services shall conform to normally accepted professional standards and must meet expectations of the Town's Board of Selectmen and the Town Manager. Specific services pursuant to this Agreement include the following:
- (1) **Survey Design and Methodology**: Contractor shall assist the Town to determine a cost effective, reasonable, and productive survey methodology to employ for Raymond's demographics. The Contractor shall provide at least the following specific survey design and methodology services as outlined in the RFP issued January 2014 (Supplement A):
  - a. Determining Quantity of Surveys: Using information provided by Voter Registration and the Town Assessing Office, Contractor will work with Town to determine optimum population segments and number of surveys to be included in the market research phase of the project.
  - b. Propose Content and Length of Surveys: Contractor shall develop and propose objective questions designed to gauge community sentiment about the following issues: community values, growth impacts, public services, land use and conservation issues, needs for recreation (both indoor & outdoor), ranking of governmental services, budgetary and planning priorities for town-related services and capital expenditures, and other issues as identified by the Town. Contractor shall design survey to ensure statistical validity and unambiguous quantifiable results. Contractor shall consolidate issues, as identified and clarified, in coherent, well-paced and efficient data collection instrument(s).
  - c. Propose Duration of Survey Collection: Contractor shall propose the duration of survey collection.
  - d. Conduct Initial Strategic Planning with Town of Raymond: Contractor shall discuss proposed plan and clarify existing issues, and help identify additional issues to be included in Contractor's research.
  - e. Obtain Town Approval: Contractor shall forward drafts of all survey instrument(s) to the Town for review and approval prior to fielding the survey(s), along with proposed corresponding implementation timelines.

- (2) **Data Gathering/Survey Administration**: Upon Town approval of proposed survey design and methodology, the Contractor shall proceed with the survey administration on a schedule approved by the Town. See Supplement B: Proposed Survey Schedule.
  - a. Any modifications or revisions to the questions, survey methodology, or agreed upon schedule shall be provided to the town in a timely manner, and require approval of the Town.
  - b. To ensure a statistically valid sample, Contractor shall achieve a minimum response level of 320 completed surveys (or a margin of error no greater than +/- 5.0% at the 95% confidence level) as outlined in Supplement C: Contractor Proposal.
- (3) **Tabulating Survey, Analysis, and Presentation of Results**: The Contractor shall ensure that all completed surveys and interviews will be edited, coded, cross-checked, and processed in accordance with the proposal submitted to the Town by Contractor.

### II. DELIVERABLES:

- (1) The Contractor shall provide ten (10) bound copies of a final report including but not limited to:
  - a. Executive summary
  - b. Survey background
  - c. Copy of survey instrument(s)
  - d. Profile of the Town of Raymond
  - e. Profile of respondents
  - f. General overview of survey
  - g. Content description and summaries of each survey topic
  - h. Statistical analysis of survey results including graphs, raw data, and any other information that the Contractor believes could be beneficial to the Town, and
  - i. Comparison to similar local/national survey data norms as deemed useful.
- (2) The Contractor shall provide digital copies of the report(s) and data in both Word/Excel and PDF.
- (3) The Contractor shall make a presentation to the Board of Selectmen outlining the final report and summary of field research.
- III. **PERIODIC REVIEW AND APPROVAL REQUIRMENTS:** The Contractor shall provide services to the Town pursuant to this Agreement, seeking regular review and approval from the Town between each major phase, and will complete all work within a time period to be agreed upon between parties.

- IV. **TERM:** The Contractor shall provide services to the Town pursuant to this Agreement for a term beginning on July 1, 2014, and ending on June 30, 2015 (the "Agreement Term").
- V. **PERSONNEL:** The Contractor shall provide the personnel to provide the services required under this Agreement as provided in its proposal. The Contractor agrees to assign Patrick O. Murphy as the project director, Kristina Record as the principal consultant, and Marisa Dolan as the primary market research analyst. The Contractor may utilize other staff members in the performance of its duties under this Agreement. Should the Contractor be required to replace any of its lead staff persons, it shall notify the Town and seek its approval of the replacement.

The Contractor represents that it has, or will secure at its own expense, all personnel required to perform its services under this Agreement. Such personnel shall not be, nor hold themselves out to be, employees of the Town. The Contractor, consistent with its status as an independent contractor, further agrees that its personnel, including its subcontractors, will not hold themselves out as, nor claim to be, officials or employees of the Town.

The Town shall furnish reasonable administrative assistance and cooperation. (What's the wording in their proposal?)

- VI. **COMPENSATION:** For services provided, the Town will pay the Contractor in the amounts described below.
  - (1) Survey Design and Methodology
  - (2) Data Gathering/Survey Administration
  - (3) Tabulating Survey, Analysis, and Presentation of Results

Additional Administration Costs:

(Included in items 1-3)

Total (Not-To-Exceed) Cost:

\$13,550

**PAYMENTS:** Payments will be dispensed on the following schedule:

- 1. One-third (1/3) at project commencement;
  - a. October 14, 2014
- 2. One-third (1/3) at project midway point; and
  - a. Survey field Closing Date
- 3. One-third (1/3) final payment upon project completion
  - a. After presentation and deliverables received

Payments will be sent to:

Pan Atlantic SMS Group 6 City Center, Suite 200 Portland, ME 04101 VII. INSURANCE: The Contractor shall carry and maintain in force comprehensive general liability insurance, and shall name the Town as an additional insured under said policy. The Contractor's liability insurance policy shall provide comprehensive coverage against claims for personal injury, death, property damage, including the negligent loss, damage and/or destruction of valuable papers and Town records and documents. Liability limits shall not be less than \$1,000,000.00 for any and all claims arising out of a single occurrence. To the extent permitted by law, as such insurance provided by the Contractor shall be carried in favor of the municipality and its officers, employees and agents as well as in favor of the Contractor. The Contractor shall not deny liability because of any legal defense or statutory immunity to which the municipality is entitled by reason of being a municipality. All certificates of insurance showing policies covering insurance described herein shall be filed with the municipal officers before the Contractor commences any work. The Contractor also agrees to maintain such insurance at all times during this Agreement, and to provide proof of such insurance upon request.

The Contractor shall also carry Worker's Compensation insurance covering its employees, and provide the Town with proof of such insurance prior to commencing work. The Contractor also agrees to obtain and maintain unemployment insurance for its employees.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

### **VIII. EXPENSES:** Expenses to be borne by Contractor are as follows:

- (1) The Contractor shall bear expenses incurred in maintaining all certifications and Licenses necessary for the Contractor to provide services as stated in Section 1 of this Agreement.
- (2) The Contractor shall furnish materials, tools, and equipment, except as otherwise specified in the RFP deemed by both Parties to satisfactorily perform the services required by this Agreement.
- (3) The Contractor shall furnish all necessary postage for the distribution and collection of survey materials.
- (4) The Contractor shall bear all other expenses incurred in the performance of this Agreement.

**IX. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor and **not** an employee of the Town. The Contractor is not entitled to any of the benefits provided to the employees of the Town. The Contractor is not subject to, nor shall it derive any benefit from, Town personnel policies regarding employees. The Contractor shall directly pay, from the Contractor's own funds, all state and federal income taxes, social security and Medicaid taxes, unemployment insurance, and all other amounts due to any state or federal authorities on account of the work to be performed by the Contractor under this Agreement. In the event any state or federal agency shall determine that the Contractor is not an independent contractor for payroll

withholding purposes, the Town shall be entitled to deduct from amounts otherwise due to the Contractor all state and federal withholding amounts and taxes which may be required by law.

### **X. WARRANTY:** The Contractor warrants:

That it is familiar with all State Statutes, rules, regulations and orders which may in any way affect the services.

- (1) That it will maintain all certifications required through the "Agreement Term".
- (2) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.
- (3) That it is financially solvent, is experienced in and competent to perform the services and is able to furnish the materials, tools and equipment required by Section I, Section II, Section VII and Section VIII of this Agreement.
- (4) That it shall treat and maintain all information, documents, records and other data it obtains during the Agreement Term confidentially as required by law and statute, and shall not share, publish, or otherwise disseminate such information unless authorized by the Town, by law or by legal process.

### XI. TERMINATION:

- (1) In addition to any and all other rights the Parties may have available according to law, if the Town or the Contractor defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.
- (2) The Town reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Contractor, whenever the Town, in its sole discretion, determines it to be in the Town's best interests to do so. In the event of a termination under this Section XI.2, the Contractor shall be entitled to receive all compensation earned through the effective date of the termination, as well as an additional payment equal to one-sixth (1/6) of the contract amount, as full and final compensation for all services performed or to have been performed under this Agreement.
- (3) The Contractor reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Town, whenever the Contractor, in its sole discretion, determines it to be in the Contractor's best interest to do so. In the event of a termination under this Section XI.3, the Contractor shall be available to provide services through the effective date of termination and shall be entitled to receive all compensation

earned through the effective date of termination as full and final compensation for all services performed or to have been performed under this Agreement.

XII. FORCE MAJEURE: Provided such Party gives written notice to the other of such event, a Party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from doing so by any cause beyond the reasonable control of said Party.

XIII. RETURN OF PROPERTY: All drawings, notes, documents, plans, data and specifications or other material to be developed under this Agreement, in either electronic or hard copy format at the election of the Town, shall become the property of the Town and be promptly delivered to the Town upon the completion of services under this Agreement or sooner upon the Town's written request, or the termination of the Agreement. The Contractor agrees herein that the Town may withhold any final payment(s) due to Contractor until such drawings, notes, documents, plans, data and specifications or other material are delivered to the Town.

XIV. INDEMNIFICATION: The Contractor agrees to defend, indemnify and hold the Town, including its officials, representatives and employees, harmless against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death), damages, malfeasance or malpractice, or property damage arising out of or caused by the performance of services under this Agreement by the Contractor. Contractor further agrees to indemnify and hold the Town harmless from and against any additional cost or expense, including back-up withholding, penalties, interest and insurance premiums, incurred by the Contractor on account of any invalidation of the Contractor's "independent contractor" status by any state or federal office or agency.

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or its respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges or immunities provided by law. The Contractor agrees that the Town may, at its election, control the defense of any action or claim that is within the scope of the Contractor's responsibility to defend hereunder at Contractor's cost and expense. In any event, the Contractor and the Town agree to cooperate with each other in the defense of any action or claim (whether controlled by the Contractor or the Town) and shall keep each other apprised of all material developments in, and shall consult with each other concerning, any such action or claim. The Contractor shall not admit any liability or settle any such action or claim without first obtaining Town's consent.

**XV. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**XVI. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XVII. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**XVIII. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Town and the Contractor.

**XIX. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Town:

Town of Raymond c/o Town Manager 401 Webbs Mills Rd Raymond, Maine 04071

Contractor:

Pan Atlantic SMS Group 6 City Center, Suite 200 Portland, Maine 04101

Either Party may change such addresses from time to time by providing notice as set forth above.

**XX. ALTERNATIVE DISPUTE RESOLUTION:** The Parties mutually agree that any dispute over the terms, conditions, application, compliance and/or alleged breach of this Agreement shall be resolved in the following manner, unless both Parties agree in writing to a different method:

**Informal Process:** The Parties will first attempt to informally meet to discuss any dispute. A party may request that prior to such meeting the complaining Party submit a description of the complaint or concern in writing.

**Mediation:** The Parties will mutually agree upon a mediator to mediate any dispute. A Party shall make a written request for mediation, and deliver such notice as set forth in Section XIX. Such mediation shall be non-binding, and shall take place within thirty (30) days after the written request is made, or in accordance with the mediator's schedule and availability. The Parties shall provide any information sought by the mediator for this process. If the Parties cannot agree on a mediator, the Parties shall each select a mediator, and those two mediators shall agree upon the mediator. Each side shall bear its own costs of mediation, including attorney's fees, if any.

Arbitration: The Parties will mutually agree upon an arbitrator to mediate any dispute. A Party shall make a written request for arbitration, and deliver such notice as set forth in Section XVII. Such arbitration shall be binding, and the Parties agree any such decision by the arbitrator shall not be subject to appeal or further legal action, except for an action to enforce the decision and any award, which must be filed in the Maine Superior Court. The arbitration shall take place within thirty (30) days after the written request is made, or in accordance with the arbitrator's schedule and availability. The Parties shall provide any information sought by the arbitrator for this process. If the Parties cannot mutually agree on an arbitrator within ten calendar days after notice is received, the Parties shall submit the arbitration to the American Arbitration Association, and the arbitrator shall be selected under AAA rules. Each side shall bear its own costs of arbitration, including attorney's fees, if any.

The Parties may mutually agree in writing signed by both Parties to bypass any of the steps set above, and to extend any deadlines.

**XXI. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.
THE TOWN OF RAYMOND:
Town Manager's Signature as Authorized by the Board of Selectmen on October 14, 2014
DON WILLARD TOWN MANAGER
PAN ATLANTIC SMS GROUP:

Authorized Representative

Community Survey RFP, 2014

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# Community Survey Request for Proposals (RFP) January 2014

The Town of Raymond is inviting all interested, qualified consultants and firms to submit proposals to develop and conduct a citizen opinion survey. The selected consultant will develop an appropriate survey instrument and methodology to gauge citizen opinion about current Town programs and activities as well as future goals and direction. Areas to be assessed or explored include taxpayer support for various Town-related activities and capital expenditures; the ranking of services performed by Town Staff and Elected Officials; and clarifying "quality of life" principles. Town staff has investigated potential designs and cost structures from other Maine towns with similar demographics and are seeking assistance in determining the correct and most cost effective survey methodology for Raymond. The consultant will also be responsible to further conduct the task of carrying out the survey by tabulating its results and preparing a final report.

Copies of the RFP and related materials may be obtained from the Raymond website (<a href="www.raymondmaine.org">www.raymondmaine.org</a>), the Town Office located at 401 Webbs Mills Road, or by contacting Danielle Loring, Executive Assistant (<a href="danielle.loring@raymondmaine.org">danielle.loring@raymondmaine.org</a>) at 207-655-4742 x 133.

Questions concerning the RFP must be submitted in writing to Danielle Loring (<a href="mailto:danielle.loring@raymondmaine.org">danielle.loring@raymondmaine.org</a>) by 4:00pm on Thursday, February 6, 2014. Responses/answers will posted to the town's website the following day (Friday, February 7<sup>th</sup>) by 4:00pm and emailed to all known interested parties.

Responses to this RFP will be accepted until Friday, February 14, 2014 at 2:00pm. It is the sole responsibility of the consultant to ensure that the proposal is received before the submission deadline. Late proposals will not be considered. The Town of Raymond reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the Town.

### A. Background Information:

The Town of Raymond is located in Cumberland County on the northeastern shore of Sebago Lake in the heart of Maine's Lakes Region. Raymond is bordered by the towns of Windham, Gray, Poland and Casco as well as serving as the mainland connection for the Town of Frye Island via the ferry landing on Raymond Cape. Raymond is approximately twenty miles distant from both Portland, Maine's largest city, and the second largest population center of Lewiston-Auburn<sup>1</sup>.

Raymond today is a four season recreational destination with a threefold increase in population from

U.S. Census Bureau, 2010 Census of Population and Housing, Population and Housing Unit Counts, CPH-2-21, Maine
 U.S. Government Printing Office, Washington, DC, 2012

Community Survey RFP, 2014 47<sup>P</sup>of 100

the year round U.S. Census Bureau count of 4436<sup>2</sup> to approximately 12,000 in the summer. It is a prime location for luxury second homes and more rustic traditional camps, as well as having several large children's summer camps. It is estimated that the Sebago Lake region receives 450,000 to 500,000 annual overnight visitors, capturing 2.6% of the State's 17.8 million annual visitors<sup>3</sup>. Raymond is considered to be one of the top reasons to visit the area with six pristine lakes and ponds and scenic mountain views within its boundaries attracting many day visitors. The Town has a relatively high median income, ranking 17th out of 522 in the State at \$67,9174. The healthy living environment, combined with easy commuting distances to nearby cities and transportation centers, makes Raymond an attractive area for growing families and for doing business.

The Town has an active and diverse business corridor located along Route 302, bordered by expansive and beautiful outdoor public flower gardens and connected by pedestrian friendly sidewalks, which also connect two of the Town's three public beaches and a busy State-owned boat launch on Sebago Lake. Major industries in Raymond include Dielectric Communications, a worldwide leader in telecommunication towers, and premier yacht builders, Sabre Yachts.

In October 2013, Raymond achieved a AAA Standard and Poor's bond rating and was cited as having "a strong management team backed with prudent fiscal policies." The rating report also highlighted the Town's healthy financial reserve level; very strong tax collections; high income and very strong per capita market value of real estate.

### **B.** Scope of Work:

The selected consultant shall:

- Assist Town Staff and Board of Selectmen to determine the most cost effective, reasonable, and productive survey methodology to employee for Raymond's demographics using information provided by the Voter Registration and Tax Assessing Office.
  - Including the proposed quantity of surveys, length of survey, suggested content and duration of survey collection.
- Assist in developing objective questions designed to gauge community sentiment about issues such as: community values, growth impacts, public services, land use and conservation issues, needs for recreation (both indoor & outdoor), ranking of governmental services, budgetary and planning priorities for town-related services and capital expenditures, and other issues related to the Town.
  - The survey and questions will be designed to ensure statistical validity and unambiguous, quantifiable results.
- Assuming the acceptability of the approach, quantification, and the content and scope of questions, the selected consultant shall then proceed with administration of the survey within the agreed upon schedule.
  - Any modifications or revisions to the questions or survey methodology shall be required in a timely manner and approved by Town Staff.

Maine Office of Tourism: Visitor Tracking Research 2011 Calendar Year Annual Report (April 2012)

https://www.visitmaine.com/resource/visitmaine/vault/application/mainevisitortrackingresearch2011annualreport4-13.pdf

United States of America. State of Maine. Office of Policy and Management. 2011 Median Income by Town. Web. 11 Aug. 2013. <a href="https://econ.maine.gov/index/build/">https://econ.maine.gov/index/build/</a>.

Community Survey RFP, 2014

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### C. Deliverables:

• The consultant will provide ten (10) bound copies of the final report including but not limited to:

- Executive Summary
- Survey background
- Copy of survey instrument(s)
- Profile of the Town of Raymond
- Profile of respondents
- General overview of survey
- Content description and summaries of each survey topic
- Statistical analysis of survey results including graphs, raw data, and any other information that the consultant believes could be beneficial to the Town.
- Comparison to similar local/national survey data norms as deemed useful
- Electronic copies of the report(s) and data in both Word/Excel and PDF.
- The consultant will also make a final presentation to the Board of Selectmen outlining the final report.

The final scope of services will be negotiated and modified as necessary with the service provider deemed most qualified. As a cost saving measure, the Town is willing to utilize staff as appropriate for administrative functions for the survey.

### E. Format and Requirement of Responses:

- All responses must be made in writing and signed by an authorized agent or representative of the Private Consultant/Firm making such response.
- All responses will include the name, address, telephone number(s) and email contact information of the authorized person in connection with the response along with information on all others who are authorized to represent the individual, group, organization or entity in connection with the response.
- Consultant must be an Equal Opportunity Employer
- All responses will be accompanied by each of the following:
  - COVER LETTER: A cover letter shall be provided which succinctly explains the service provider's interest in the project.
  - QUALIFICATIONS OF KEY PERSONNEL: Submit summaries of all staff members who
    will be involved in completing the scope of services. Please include their individual
    experience in performing the required and necessary services or functions.
  - FIRM'S REFERENCES: Provide at least three (3) references for completed projects of similar size and scope, including at least two (2) references for projects completed in the last two years. Include the name of the organization, a brief summary of work performed, and the contact information for the individual responsible for the project.
  - o TOWN'S RESPONSIBILITIES: Identify all services that are expected to be provided by the

Community Survey RFP, 2014

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Town of Raymond.

- NON-COLLUSION CERTIFICATE (ATTACHMENT 1): Each proposal shall include a completed Certificate of Non-Collusion that is signed by an authorized representative for the firm.
- COST & TIME REQUIRED FOR SERVICES: Each proposal shall include a fee schedule for services and shall include a not-to-exceed amount for the project on the required form in a separate sealed envelope labeled "PRICE PROPOSAL" (ATTACHMENT 2) with firm's name clearly marked.

All responses must be submitted on or before 2:00pm on Friday, February 14, 2014 to:

Town of Raymond ATTN: Danielle Loring 401 Webbs Mills Road Raymond, ME 04071

All materials submitted will become property of the Town of Raymond.

### F. Consideration of responses:

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

Request for responses will be evaluated on the following criteria:

- 1. Qualifications and Experience of the Firm (30%)
- 2. Qualifications of the Project Team (Key Staff) (30%)
- 3. Narrative and Project Approach (30%)
- 4. Cost Effectiveness (10%)

After reviewing all responses and narrowing down to a finalist consultant/firm, Town Staff will make a recommendation to the Board of Selectmen on whether to proceed. Said recommendation will be considered as a regular agenda item for the Board of Selectmen meeting, publicly noticed and advertised on the Raymond website (<a href="www.raymondmaine.org">www.raymondmaine.org</a>) and posted in the Town's public posting places.

This RFP does not indicate a commitment by the Town of Raymond to contract for services for administering a community survey. The purpose of this RFP is to allow the Town to explore the viability of obtaining such consulting services. The Town reserves the right to reject any or all responses. If a response is selected for further consideration, the details of any agreement would be negotiated by the Town Manager and/or Board of Selectmen.

Questions regarding public deliberations or the bid process should be directed to Danielle Loring, Executive Assistant, at 207-655-4742 ext 133 or danielle.loring@raymondmaine.org.

Please send responses and seal Price Proposal to:

Town of Raymond ATTN: Danielle Loring 401 Webbs Mills Road

### Raymond, ME 04071

### **ATTACHMENT 1**

# CERTIFICATE OF NON-COLLUSION This Page Must Be Included with Response

The undersigned certifies that under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Authorized Official:		Date
Company/Individual's Na	me:	
Authorized Representativ	re:	
	Title:	
Address:		
Phone:	Email:	
Fax:	Federal ID:	

Community Survey RFP, 2014 51 Page of 100

### **ATTACHMENT 2**

### PRICE PROPOSAL

### DO NOT LEAVE BLANKS

If an item does not apply to your proposal, enter "0"

1. Survey design and methodology	\$
2. Data gathering/survey administration	\$
3. Tabulating Survey, Analysis and Presentation of Resu	lts\$
Additional administration costs	\$
Total (not-to-exceed) Cost:	\$
	Date:
Signature of Authorized Representative	
Printed Name and Title	
Company:	



Danielle Loring Executive Assistant <u>d</u>anielle.loring@raymondmaine.org

Town Office 655-4742 Fax 655-3024 Assessing 655-4712 Code Enforcement 655-3066 Fire/Rescue/Dispatch (non-emergency) 655-7851

Public Works Garage 655-2018

March 13, 2014

Patrick Murphy Pan Atlantic SMS Group 6 City Center, Ste 200 Portland, ME 04101

RE: Community Survey RFP Interview

### Dear Pat:

I am writing to confirm your firm's interview schedule for April 16<sup>th</sup> at 11:00am. The interviews will be conducted at out Broadcast Studio, which is the modular building located in the Middle School parking lot at 423 Webbs Mills Road. We anticipate that the interview will take around 45 minutes and ask that groups be limited to three individuals. We are very excited to speak to you regarding your proposal.

Please do not hesitate to contact me if you have any questions or concerns.

Respectfully,

Danielle Loring
Executive Assistant

### Raymond, ME 04071

### **ATTACHMENT 1**

# CERTIFICATE OF NON-COLLUSION This Page Must Be Included with Response

The undersigned certifies that under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Authorized Official:	<u>Jeb 617</u> 2014 Date
Company/Individual's Name: Dan AHauste SMS Gre	rolly
Authorized Representative: PATRICK O. HURPH	y
Title: Resident	<i>Q</i>
( )	4101
Phone: 207 871-8622 X 109 Email: pmurphy @ p	an + Harrie sms group, com
	3260

### **ATTACHMENT 2**

### PRICE PROPOSAL

DO NOT LEAVE BLANKS

If an item does not apply to your proposal, enter "0"

Survey design and methodology	\$ 1,200
2. Data gathering/survey administration	s 6,800
3. Tabulating Survey, Analysis and Presentation of Results	s 4,300
Additional administration costs. (Included in stems 1-	.3)
Total (not-to-exceed) Cost:	\$ 12,300.
Signature of Authorized Representative	Date: <u>Xb 6 th</u> 2010
Printed Name and Title  O. Murphy  Printed Name and Title	
Company: Daw Attantie SMS Group	



Appt July 7th 11:00am

Ms. Danielle Loring Town of Raymond 401 Webbs Mills Road Raymond, ME 04071

February 6, 2014

Dear Danielle,

Pan Atlantic SMS Group is pleased to submit the attached proposal to the Town of Raymond in respect of a community survey.

Pan Atlantic SMS Group is a long established (founded in 1985) Maine-based market research and consulting firm.

We have a very significant degree of experience in conducting community surveys for municipal and other entities

Our firm is excited about the possibility of working with the Town of Raymond on this study.

We believe that we can bring a high level of expertise, a very collaborative approach, and an excellent track record in providing clients with highly accurate results, to this project.

Please do not hesitate to contact us with any questions.

We look forward to hearing from you.

Sincerely,

Patrick O. Muryer

President, Pan Atlantic SMS Group

Tel. (207) 871-8622 x109

pmurphy@panatlanticsmsgroup.com

February 2014

# Proposal to the Town of Raymond



## Citizen Opinion Survey



6 City Center Suite 200, Portland, Maine 04101
Telephone: (207) 871-8622 • Fax: (207) 772-4842
www.panatlanticsmsgroup.com

### **Key Project Contact:**

Patrick O. Murphy
President
Pan Atlantic SMS Group
E-mail: pmurphy@panatlanticsmsgroup.com
Telephone: (207) 871-8622 x 109



# I. BACKGROUND AND PROJECT OBJECTIVES 2 II. PROJECT SCOPE AND METHODOLOGY 4 III. DELIVERABLES TO THE TOWN OF RAYMOND 12 IV. COMPANY HISTORY, EXPERIENCE, & PROJECT TEAM QUALIFICATIONS 13 Appendix 1: Certificate of Non-Collusion

### I. INTRODUCTION and PROJECT OBJECTIVES

### **Background**

"The Town of Raymond is located in Cumberland County on the northeastern shore of Sebago Lake in the heart of Maine's Lakes Region. Raymond is bordered by the towns of Windham, Gray, Poland, and Casco, as well as serving as the mainland connection for the Town of Frye Island via the ferry landing on Raymond Cape. Raymond is approximately twenty miles distant from both Portland, Maine's largest city, and the second largest population center of Lewiston-Auburn.

Raymond is a four season recreational destination with a threefold increase in population from the year round U.S. Census Bureau count of 4,436 to approximately 12,000 in the summer. It is a prime location for luxury second homes and more rustic traditional camps, as well as having several large children's summer camps. It is estimated that the Sebago Lake region receives 450,000 to 500,000 annual overnight visitors, capturing 2.6% of the State's 17.8 million annual visitors. Raymond is considered to be one of the top reasons to visit the area, with six pristine lakes and ponds and scenic mountain views within its boundaries, attracting many day visitors. The Town has a relatively high median income, ranking 17th out of 522 in the State at \$67,917. The healthy living environment, combined with easy commuting distance to nearby cities and transportation centers, makes Raymond an attractive area for growing families and for doing business."1

The town is soliciting proposals from qualified firms to conduct a community survey of Raymond citizens. The firm selected will work with town staff to develop and finalize a draft survey instrument. It will select and poll a random representative sample of Raymond citizens and present a report of findings to the town.

<sup>1</sup>Town of Raymond RFP document

### **Project Objectives:**

The key objective of the proposed research project is to establish baseline metrics of citizen opinion on a range of issues.

More specifically the Town wishes to evaluate:

- 1. Taxpayer support for various Town-related activities and capital expenditures
- 2. Ranking of services performed by Town staff and elected officials
- 3. Clarify "quality of life" principals

We would propose to clarify any other key issues which the Town wishes to include in the survey. This would be done during an initial planning session with the town's project staff.

Other objectives **could** include:

- ➤ An evaluation of attitudes in the context of citizen's expectations
- ➤ Analysis of other citizen needs
- ➤ Analysis of the willingness of citizens to pay for improvements to community services through various sources of funding

Specific project objectives will be developed in close cooperation with the Town of Raymond team. These will drive the development of the survey instrument which will be used to conduct project work.

We wish to note that this proposal is intended to be a working document which can be fine tuned to reflect the varied or additional requirements of the Town of Raymond.

Pan Atlantic SMS Group has a 29-year track record of conducting successful quantitative and qualitative research for the public and private sectors in Maine. We are pleased to present this proposal to the Town of Raymond.

This proposal presents information on project objectives, methodology, pricing parameters, deliverables, and company and staff qualifications.

### II. PROJECT SCOPE and METHODOLOGY

This section describes the methodologies to be used by Pan Atlantic SMS Group in order to evaluate the issues and achieve the objectives described in the previous section.

### **Summary of Project Methodology**

- 1. **Conduct Initial Strategic Planning with the Town of Raymond** Once we receive authorization to proceed we would propose to discuss with key Town staff all details of the proposed project plan and brainstorm on the issues to be included in research.
- 2. **Define the Target Population Segments** We will work with the Town of Raymond to determine the optimum population segments to be included in the market research phase of the project.
- 3. **Develop Research Issues and Survey Instrument Draft** In close consultation with the Town, all research issues will be defined and agreed upon.
- 4. **Conduct Field Research** Pan Atlantic SMS Group will conduct project research.
- 5. **Data Analysis and Presentation** Pan Atlantic SMS Group will present the research data and analysis of same to the Town of Raymond in a clear, concise and actionable report format (in written and oral presentations.)

### **PROJECT FLOWCHART**

Initial Project Planning with The Town of Raymond

**Conduct Public Opinion Research** 

Data Evaluation, Analysis, and Report Writing

Present a detailed report and data to the Town of Raymond

### **Methodology**

Pan Atlantic SMS Group has conducted many similar community policy issues studies for cities, towns and public policy organizations in Maine. Additionally, Pan Atlantic SMS Group frequently conducts local and statewide surveys in Maine for a broad range of public and private sector clients (see partial client list in Section III.) We also conduct a quarterly statewide survey of Maine citizens on a broad range of public policy issues (Pan Atlantic SMS Group Omnibus Poll<sup>TM</sup>)

Pan Atlantic SMS Group proposes a three-tiered approach to achieving the project objectives outlined above:

- III.1. Initial strategic planning with the Town of Raymond
- III.2. Quantitative research Survey of Raymond citizens (mail and phone)
- III.3. Strategic presentation at the conclusion of field research

We believe that this combination of methodologies will deliver to the Town of Raymond the necessary information inputs for effective issue analysis and decision making. What follows is out rationale and approach to each of these phases.

### II.1 Project Planning

Pan Atlantic SMS Group includes, as a vital component of all marketing research projects, strategic planning session(s) directed towards the development of more effective project execution. We believe that our emphasis on strategic planning distinguishes us from many other firms operating in the competitive market research arena.

At the commencement of the project, we would propose a strategic planning session with Town of Raymond officials to discuss project objectives, our proposed methodology, and the various issues to be addressed in conducting the project. Pan Atlantic SMS Group is well known for its innovative strategic planning approach on all of the research and consulting assignments that it conducts.

Raymond has a population of approximately 4,500 people or an estimated 2,000 or so households. (Data based on Maine average of 2.3 persons per household.)

We propose the following as being the most cost efficient and effective methodology to achieve project objectives.

To get a statistically valid sample of Raymond residents, we estimate that we need a response level of 320 completed surveys. This will ensure a margin of error (MOE) of no greater than  $\pm$  5.0% at the 95% confidence level.

This MOE is a widely accepted industry standard for survey research of this nature.

### We propose the following:

- 1. A mail survey (postage paid response) to be sent to all Raymond households
- 2. Depending on the response level to the mail survey, our telephone interview staff will conduct additional random phone interviews to ensure that we reach the targeted completed n of 320.
- A key advantage of the mail survey methodology in a smaller population center such as Raymond is that all citizens will feel that they have been consulted and given the opportunity to participate. This is very important.

For the telephone survey component of the project (if needed) we will randomize calls using RDD (random digit dial) of all Raymond land lines.

### **Specific Tasks:**

### <u>Design of Survey Instrument - Questionnaire</u>

In the questionnaire design phase, one of our major objectives will be to consolidate all issues identified for measurement into coherent, well-paced and efficient data collection instrument. The challenge will be to cover the wide diversity of issues without being too general. All questions will be structured in a manner which eliminates ambiguity and provides for clear interpretation of the responses.

Additionally questions will be asked in a format which is clearly understandable for respondents.

In development of the survey instrument we ensure the neutral wording of questions so as to avoid biased responses.

We also ensure that the ordering of questions has a smooth transitional flow and one which does not lead to any bias in how questions are answered by respondents. **Draft(s) of the survey instruments will be forwarded to The Town of Raymond for review and approval prior to fielding the survey.** 

Coding format and conventions will be created to enable comprehensive and flexible analysis of the data.

Project objectives are outlined earlier in this proposal.

### **Survey Length**

We will print the survey in a four page folded format. This should allow for comprehensive treatment of the issues to be evaluated. Surveys will be mailed to all residential addresses in Raymond using the Town's taxpayer database. A postage paid response envelope will be provided.

Pan Atlantic SMS Group will conduct the following tasks:

- Project planning with town officials
- Print surveys complete with explanation of the purpose of the survey, completion instructions, and provide contact points at Pan Atlantic SMS Group and the Town of Raymond for questions
- Mail surveys and postage paid response envelopes
- Receive survey responses (pay postage costs)
- Code open ended question responses

- Input data
  - For surveys to be conducted by phone
  - ✓ Complete surveys by phone
- Cleanse data
- Develop syntax
- Develop statistical cross tabulations based on demographic variables
- · Write and present report for the Town of Raymond

### Other

### **Data Processing / Analysis**

All completed interviews will be edited, coded, cross-checked and processed using Pan Atlantic SMS Group computing facilities and SPSS PC software. Pan Atlantic SMS Group uses a "pre-coded" survey format which eliminates the danger of errors in the transfer of responses to coding sheets.

Completed surveys will be edited and coded by Pan Atlantic SMS Group personnel to group similar responses to the open-ended questions, and then keypunched using double-entry verification to ensure 100 percent accuracy. Data files are maintained in ASCII format, allowing our client the flexibility to examine the data using other statistical software. Logic validation checks will be made to ensure that there is a consistent relationship among question responses.

Cross-tabulation statistical procedures will be used to manipulate the data. The statistical results of the market research project will include the frequencies and column percentages for various breaks, including, but not limited to:

- > Gender
- > Education level
- > Age
- > Income level
- > Internet connected or not
- Length of residency in Raymond

In addition to the standard cross-tabulations and frequency distribution techniques, Pan Atlantic SMS Group will use other statistical techniques for segmentation analysis such as:

- ✓ Chi square determines whether two variables are independent.
- ✓ Factor analysis
- ✓ Regression analysis determines the relationship between two or more variables and can predict values for one variable given the other(s). We can use simple linear, multiple, and LOGIT techniques within the regression family. LOGIT techniques may be very useful as they may be used to predict the probability of an event occurring based on other variables.

### • Comparison of sample versus total population characteristics

Pan Atlantic SMS Group will review demographic data from the sample and compare it with US Census demographic data for Raymond as a whole.

### **Quality Control**

Pan Atlantic SMS Group is committed to and recognized for implementing the highest level of quality control. We have in place a quality control system developed to the highest standards level.

Our recruitment criteria, training and constant monitoring of staff, double-checking procedures, statistical sophistication and reporting accuracy ensure that we deliver the highest quality results to our clients so that they can engage in accurate and effective decision making.

### **Client Confidentiality:**

We have an excellent track record of ensuring that client and survey respondent information is kept strictly confidential at all times.

Pan Atlantic SMS Group has established very high levels of confidentiality within its operations involving both staff and systems.

Several levels of confidentiality are in place:

- 1. All employees sign confidentiality agreements guaranteeing not to divulge client or project information at any time [employees are trained and constantly reminded of the importance of client confidentiality issues].
- 2. All survey respondents are guaranteed confidentiality by Pan Atlantic SMS Group staff during the interview process.
- 3. Pan Atlantic SMS Group has in place very modern computer and data processing systems at its 4,000-sq. ft. research facility in Portland's Old Port. The company also has state-of-the-art systems to protect all paper and electronic files. Our external computer consultant has put in place and constantly reviews our electronic interface to ensure that our electronic systems have firewall protection.

### III. <u>DELIVERABLES TO THE TOWN OF RAYMOND</u>

Pan Atlantic SMS Group will provide the following deliverables to the Town of Raymond.

- Ten bound copies of the final report including, but not limited to:
  - o Executive Summary
  - o Survey background and methodology
  - o Copy of survey instrument (s)
  - o Profile of the Town of Raymond
  - o Profile of respondents
  - o General overview of the survey
  - o Content description and summaries of each survey topic
  - Statistical analysis of survey results including graphs, raw data, and any other information that Pan Atlantic SMS Group believes could be beneficial to the Town.
  - o Comparison to similar local/national survey data norms as deemed useful
- Electronic copies of the report (s) and data in Word/Excel and PDF.
- Make a final presentation to the Board of Selectmen outlining the results and implications of the study.

### IV. COMPANY HISTORY, EXPERIENCE, AND PROJECT TEAM QUALIFICATIONS

Pan Atlantic SMS Group is a leading Maine-based market research and consulting firm specializing in public policy issues for the past 29 years.

The Pan Atlantic SMS Group is a professional firm of widely experienced consultants, which has been meeting clients' needs since 1985. The company which operates from offices in Portland, Maine has a professional staff of 12 full time and 17 part time widely experienced people. The company's approach is practical and totally results-oriented and we aim to add significant value to each client assignment.

For 29 years, Pan Atlantic SMS Group has met the information and development needs of a variety of clients, including a significant client base in the municipal, state, and public policy arena. Since the company's inception, it has become widely recognized as providing accurate, reliable, and actionable market research data and consulting services for its clients.

In this time period we have conducted projects for more than 450 clients, many of them municipal public policy sector entities.

A distinguishing characteristic of our firm is that we provide strategic consulting services in addition to market research. Secondly, our principal project staff members bring a high level of real world experience to bear in conducting project work for our clients.

As Maine's largest independent market research and consulting firm, we employ a top class team of seasoned consultants and analysts who have significant experience acquired working in organizations such as Wright Express, Inc., Bloomingdales, Inc., Arthur Andersen, Enterprise Ireland, Harvard Pilgrim Healthcare, etc.

This team is highly proficient in all aspects of market research and consulting and operates in a state-of-the-art technological environment.



### Bangor Daily News

"Most Accurate Pollster on Maine's 2010 Gubernatorial Race"

"Closest in predicting the actual results of the Governor's race and the 1<sup>st</sup> Congressional District race in 2010"



2012 Elections:
"Most accurate polls on Presidential
and CD1 and CD2 elections."

### Our Services

- ✓ Public Opinion Research and Polling
- ✓ Branding Research
- ✓ Segmentation Research and Analysis
- ✓ Customer Satisfaction Research
- ✓ Communications Evaluation Studies
- ✓ Demographic and Psychographic Studies
- ✓ Advertising Awareness Studies
- ✓ Advertising Expenditure Impact Studies
- ✓ Organization Membership Studies
- ✓ Competitive Analysis
- $\checkmark$  Communications Performance Analysis
- ✓ Opinion Monitoring and Trend Analysis
- ✓ Shared-Cost, Multi-Client Projects
- ✓ Economic Impact Analysis

### • Methodologies Used

### **Qualitative Methods**

- Focus Groups
- One On One Strategic Research
- Pulse Groups
- Strategic Planning

### **Quantitative Methods**

- Telephone Surveys
- Mail Surveys
- Online Surveys
- Intercepts

### Secondary Research

- Analysis of Published Data and Information Sources

### **Advanced Analysis**

- Factor Analysis
- Regression / Multiple Regression
- Perceptual Mapping
- Cluster Analysis
- Conjoint Analysis
- Quadrant Analysis
- Decision Tree Analysis (CHAID)
- Linear Regression
- Predictive Discriminant Analysis (PDA)
- Logistic Regression

### **Planning Services**

- Strategic Planning
- Campaign Plan Development
- Opportunity Gap Analysis
- Pricing Elasticity Analysis
- Competitive Analysis
- Marketing Training
- Strategic Partner Evaluation

### Facilities

Based in the heart of Portland's Old Port area, Pan Atlantic SMS Group maintains a modern 4,000 sq. ft. research and consulting facility, with all the requisite computer equipment, demographic databases, telephone banks, and professional research staff necessary to complete all aspects of most research projects.

Our offices house a Computer Aided Telephone Interviewing system (CATI) in our interview center.

Pan Atlantic SMS Group also has a state-of-the-art focus group facility at our Old Port offices.

### • Key Project Staff

The Pan Atlantic SMS Group team has a very strong track record in market research and strategy development for the past 29 years.

The project staff members (for this project) are all highly experienced in this type of project. The principal staff to be assigned is:

Patrick O. Murphy

President and Project Director

Kristina Record

**Principal Consultant** 

Marisa Dolan

Senior Market Research Analyst

Several other staff members will also work on this project. Resumes of the three principal key project staff follow.

#### PATRICK O. MURPHY

#### President - Pan Atlantic SMS Group

#### **Project Director**

#### **Business Experience**

•	1985–Present	9 <del>- 1</del> 9	Founder and President of Pan Atlantic SMS Group, a successful national market research and strategic planning company with offices in Portland, Maine.
•	1976–1985	-	Held senior management and consulting positions with the Irish Trade Board/Enterprise Ireland in New York City, Dublin, and Tehran.
•	1973-1976	=	Research consultant, Arthur Andersen and Company, Dublin, Ireland.

#### **Pertinent Career Details**

- Recognized expert and speaker on market research and strategic planning issues.
- Has lived and worked extensively in the U.S. and international markets and has conducted project work in many countries worldwide, including countries in Europe, Eastern Europe, Asia, and the Middle East.
- Guest lecturer on marketing research issues at the University of Southern Maine on several occasions.

#### Education

- BA (Hons Moderatorship) Economics and Political Science Trinity College, Dublin University, 1973.
- M.A. Trinity College, Dublin University, 1977.
- Various professional training courses on market research, strategic planning and management consulting.
- Arthur Andersen Training Institute (London and Paris) intensive training programs an accounting and financial auditing, 1973.

#### **Business and Civic Affiliations**

- Appointed Board member of the National Advisory Council of the Small Business
   Administration April, 1994 by SBA Director Erskine Bowles
- Reappointed in 1996, 1998 and 2000 by SBA Administrators, Philip Lader and Aida Alvarez.
- Member Maine SBA Advisory Council 1994-2000.
- Appointed member of the Maine Economic Growth Council (State economic strategy group) 1993.
- Chairman, Maine Delegation to the White House Conference on Small Business (Washington, D.C. June 1995.)
- Member of Maine Blue Ribbon on the impact of healthcare costs on small business, 1998.
- Former Advisory board member *Mainebiz* magazine.
- Selected as the recipient of the year 2000 McGillicuddy Award for Excellence in Business by the U.S. Small Business Administration.
- Board member and Vice Chairman of the Finance Authority of Maine (FAME) 2007current

#### **Other**

 Frequently quoted in the print and electronic media on research and public opinion issues.

#### KRISTINA RECORD

#### Pan Atlantic SMS Group

#### Consultant

Kristina Record is a Consultant at Pan Atlantic SMS Group. She is currently responsible for executing and managing a wide range of market research projects.

Kristina has almost two decades of market research, strategic planning and project management experience at Pan Atlantic SMS Group. She brings to the firm strong market research, analytical, and statistical skills. Her current and previous work experience is outlined below.

1997-Present
Pan Atlantic SMS Group, Portland, ME - Consultant

At Pan Atlantic SMS Group, Kristina is responsible for:

- Development of survey methodologies and instruments
- Sampling plan development
- Statistical methodologies and analysis
- Developing project reports and presentations
- Interface with clients on research issues
- Staff training

Kristina has executed a large number of research projects since joining Pan Atlantic SMS Group 16 years ago.

### Harvard Pilgrim Health Care, Dedham, MA

Research Associate (1996–1997)

Was part of five-person implementation team which developed First Return, Inc., a subsidiary of Harvard Pilgrim Health Care which offers workers' compensation insurance and services. Supported all aspects of implementation including:

#### Marketing:

- Conducted in-depth analysis of markets and competitors, including products, services, and marketing efforts.
- Coordinated and reported on the findings of focus groups.

#### **Operations/Strategic Planning:**

- Mapped business processes for all operational aspects of the business.
- Gathered, analyzed, and reported on competitor information.

#### Sociology Department, Bates College, Lewiston, ME

Teaching Assistant/Tutor (1994–1995)

- Tutored students in year-long, advanced-level Statistical Research and Methods course.
- Specific concentration in teaching the theory behind and actual use of SPSS statistical software.
- Explained various sampling and statistical techniques, such as descriptive, probability, correlation, and regression.

Computer Skills:

SPSS, WordPerfect, MS Suite, MS Project, Tactician

Mapping Software, Visio

**Education**:

Bates College, Lewiston, ME

BA in Sociology, June, 1995

Graduated Phi Beta Kappa, Magna Cum Laude

Senior Thesis, High Honors Dean's List 1991–1995

#### MARISA DOLAN

#### Pan Atlantic SMS Group

#### Senior Market Research Analyst

#### WORK EXPERIENCE

#### 2011 to present:

Pan Atlantic SMS Group, Senior Market Research Analyst

- Manages both quantitative and qualitative research projects:
  - ✓ Executes numerous quantitative research projects including large scale telephone and online surveys.
  - ✓ Conducts analysis of quantitative research projects using SPSS and develops statistical cross tabulations.
  - ✓ Observes and analyzes the results of qualitative focus group research in a variety of topic areas.
  - ✓ Writes draft reports and presentations

#### **April 2010 - August 2011**

**Carnegie Communications,** Market Research Supervisor / Analyst, Westford, Massachusetts

- Managed all phases of internal and client survey research projects: questionnaire production, quality assurance, vendor management, fielding, statistical analysis, generation of graphical displays, formation of recommendations grounded in the data, and reporting out.
- Performed qualitative research for primary research components of client projects: created moderation guides; moderated, recorded, and synthesized results of focus groups; conducted in-depth interviews; and interpreted data.
- Participated in geodemographic analyses, competitive and environmental scans, brand audits, and website assessments in order to identify growth opportunities for and improve the branding and marketing efforts of colleges and universities.

#### **September 2009 - May 2010**

Travelers Insurance, Enterprise Market Research Intern, Hartford, Connecticut

- Handled all aspects of survey research projects: produced questionnaires; programmed, pre-tested, and fielded surveys; performed statistical analyses; and reported results.
- Completed qualitative research to gain background and insight for client projects: prepared for, recorded, and integrated the results of focus group sessions; transcribed, coded, and examined data from in-depth interviews.

- Carried out secondary research for various departments on industry trends,
- Contributed to direct competitor analysis, which examined growth trends, company backgrounds, customer profiles, and current advertising strategies of key

## January - May 2009

Town of Suffield, Connecticut, Research Consultant

- Researched and made recommendations for a wellness program for town
- Engaged in secondary and qualitative research in order to gather information on
- Conducted quantitative research in order to identify an effective marketing and advertising strategy for the wellness program: created and developed a code frame for a multi-mode survey of town employees; generated and interpreted descriptive statistics and statistical tests; produced final report for client with findings and proposals.

# September 2008 - June 2009

University of Connecticut, Graduate Assistant, West Hartford, Connecticut

- Recruited for, recorded, and analyzed focus group sessions for the Connecticut Office of the Governor to gather public opinion on the state budget deficit and make
- Carried out statistical analyses of large data sets in STATA in order to arrive at **EDUCATION**

University of Connecticut, West Hartford, Connecticut

Master's in Survey Research, May 2010

GPA: 3.80; Recipient of the 2010 Master's in Survey Research Academic Excellence Award

# University of Connecticut, West Hartford, Connecticut

Master's in Public Administration, May 2010

GPA: 3.82; Pi Alpha Alpha

# Trinity College, Hartford, Connecticut

Bachelor of Arts in Political Science and International Studies (African Studies), May 2007

SKILLS: Microsoft Word, Excel, PowerPoint, Outlook, SPSS, STATA, NORM, Qualtrics, Zoomerang, Vanguard Vista, QuestionPro, CATI, Claritas (Prizm)

#### Public sector clients include:

- ✓ City of Saco, Maine
- ✓ City of Brewer, Maine
- ✓ Lewiston / Auburn Economic Growth Council
- ✓ Maine Department of Transportation
- ✓ Town of Cornish, Maine
- ✓ Maine Development Foundation
- ✓ Maine Community Foundation
- ✓ Maine Municipal Association
- ✓ Maine Department of Conservation
- ✓ University of Maine System
- ✓ Maine Department of Education
- ✓ Maine Department of Transportation
- ✓ Maine Turnpike Authority
- ✓ Maine Public Utilities Commission
- ✓ Pew Trusts, Washington, D.C.
- ✓ US Department of Commerce, Washington, D.C.
- ✓ US Forest Service, Washington, D.C.
- ✓ Maine Department of Economic Development
- ✓ Town of Scarborough, Maine

#### The Pan Atlantic SMS Group Difference

- Maine's most accurate public policy polling firm
- Dedication to providing the highest quality, professional research designed to meet each clients specific needs and objectives
- Emphasis on providing decision makers with actionable public opinion information
- Value-added campaign and strategy research
- Know the state extremely well
  - o Have conducted hundreds of public opinion surveys in Maine, many on sensitive public policy issues over the past 29 years
- Great perspective on key public policy issues
- Client centered
- State of the art technology

#### **Operating Style**

Our client approach is founded on the key principles of:

- Frequent communications and feedback
- Flexibility
- Accuracy
- Adding value via incisive strategy inputs to our clients

Our operating style is open, inclusive and very flexible. We are known to go the extra mile for our clients and not nickel and dime on fees. Our fee structure is fair and very competitive given the quality of our work product, our track record and the excellent reputation we enjoy.

#### References:

#### 1. City of Saco

#### Contacts:

Mr. Rick Michaud, City Administrator 282-4191

Ms. Stephanie Weaver, Head of HR 283-3303

Pan Atlantic SMS Group has conducted large scale community surveys for the City of Saco on six occasions since 2004, most recently in 2013.

# 2. Cumberland County Civic Center Citizens for a Modern Civic Center

#### Contact:

Mr. Mike Saxl, President, Maine Street Solutions / Verrill Dana 622-7432

Pan Atlantic SMS Group conducted a county wide citizen survey regarding the recent bond issue and voter preferences in 2011.

#### 3. Maine Municipal Association

#### Contact:

Mr. Chris Lockwood, Executive Director 623-8428

Pan Atlantic SMS Group has conducted member surveys and strategic planning for this statewide municipal organization.

25

#### **Other**

Town's responsibilities:

Town's responsibilities would include:

- ✓ Provide direction to Pan Atlantic SMS Group
- ✓ Participate in upfront project planning
- ✓ Provide town records with taxpayer name, address, and phone number (if available) to Pan Atlantic SMS Group (ideally in Microsoft Excel or Word format)
- ✓ Be available to answer questions on any issues which arise

Pan Atlantic SMS Group is an equal opportunity employer. (EOE)

Please see Attachments 1 and 2: Certificate of Non-Collusion and Attachment and Price Proposal.

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- HIGHLY ACCURATE
- WIDELY EXPERIENCED IN THE PUBLIC POLICY ARENA
- STRATEGICALLY FOCUSED
- CLIENT CENTERED
- STATE-OF-THE-ART TECHNOLOGY
- FLEXIBLE

6 City Center Suite 200 Portland, Maine 04101 207.871.8622

www.panatlanticsmsgroup.com



### Rangor Daily News

"Most Accurate Pollster on Maine's 2010 Gubernatorial Race"

"Closest in predicting the actual results of the Governor's race and the 1<sup>st</sup> Congressional District race in 2010"



2012 Elections:

"Most accurate polls on Presidential
and CD1 and CD2 elections."

Page 5 of 6

#### Raymond, ME 04071

#### **ATTACHMENT 1**

# CERTIFICATE OF NON-COLLUSION This Page Must Be Included with Response

The undersigned certifies that under penalties of perjury that this bid or response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Authorized Official:	<u>Jeb- 6111</u> 2014 Date
Company/Individual's Name: Dan Attanhie SMS Grany	ວ
Authorized Representative: PATRICK O. Hurphy	-
Address: 6 aly anten, portand, mane 0410	1/
Phone: 207 37/-8622 X 109 Email: 12 murphy @ pen 4. Fax: 202 449 (1942) Federal ID: 01-041-3260	Hower sms group com

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

Subject:Town of Raymond proposal, appendices, and letter attached

Date:Thu, 6 Feb 2014 16:52:29 -0500

From:Patrick Murphy <pmurphy@panatlanticsmsgroup.com>
To:Danielle Loring <Danielle.Loring@raymondmaine.org>

Dear Danielle,

Attached is our proposal in pdf format with attachment pages and also a signed letter.

I am sending these to you now as I will be traveling next week.

Please let me know if anything else is required.

I have mailed hard copies of the attachments(originals) as requested.

**Best wishes** 

Patrick

Patrick O. Murphy
President
Pan Atlantic SMS Group
6 City Center | Portland, ME 04101
Tel 207.871.8622 ext. 109
Fax 207.772.4842
www.panatlanticsmsgroup.com

The Town of Raymond is gathering opinions on a variety of Town issues in order to improve the services, facilities, and quality of life that it offers. Your responses will be anonymous. We thank you in advance for your participation.

#### OVERALL SATISFACTION WITH AND THE QUALITY OF LIFE IN THE TOWN OF RAYMOND

1. How would you rate Raymond on each of the following? Please rate on a scale of 1 to 5, where 1 means "poor" and 5 means "excellent."

		1 -	2 –	3 -	4 –	5 -	Don't know
		Poor	Fair	Average	Good	Excellent	or N/A
A.	Your overall perception of the Town	O	O	O	•	•	O
В.	Your perception of the Town as a place to raise children	•	O	O	O	O	0
C.	Your perception of the Town as a place to retire / live as adults (without children)	•	O	•	•	•	0
D.	enrichment	O	•	•	•	•	O
E.	Opportunities to participate in community matters	•	•	O	•	•	0
F.	Your overall confidence in Raymond's elected officials (Select Board, Budget and Finance Committee)	•	0	•	0	•	0
G.	Your overall confidence in the appointed members of Raymond's Planning Board and Zoning Board of Appeals	•	0	0	0	0	O

#### **PUBLIC SAFETY**

2. How would you rate your satisfaction with each of the following? Please rate your satisfaction on a scale of 1 to 5, where 1 means "very dissatisfied" and 5 means "very satisfied."

		1 – Very dissatisfied	2 – Somewhat dissatisfied	3 – Neutral	4 – Somewhat satisfied	5 – Very satisfied	Don't know or N/A
A.	Your overall feeling of safety in the Town	O	O	0	O	0	0
В.	The responsiveness of Cumberland County Sheriff's policing services	0	O	O	0	•	O
C.	The overall quality of fire and rescue services	0	O	0	0	0	O
D.	How quickly fire and rescue personnel respond	0	0	0	0	0	0
E.	The level of friendliness and professionalism of fire and rescue personnel	0	0	0	•	0	•
F.	Outreach / education by the Fire Department	0	O	O	O	O	0

- 3. Currently, policing services are provided by the Cumberland County Sheriff's Office. Which of the following options would you prefer with regard to providing Raymond's policing services in the future:
  - O Continue having policing services provided by the Cumberland County Sheriff's Office
  - O Contract for enhanced services with the Cumberland County Sheriff's Office
  - O Have Raymond provide policing services through its own police department
  - O Need more information

4. How satisfied are you with each of the following? Please rate your satisfaction on a scale of 1 to 5, where 1 means "very dissatisfied" and 5 means "very satisfied."

		1 – Very dissatisfied	2 – Somewhat dissatisfied	3 – Neutral	4 – Somewhat satisfied	5 – Very satisfied	Don't know or N/A
A.	The responsiveness of Public Works to address problems	0	0	0	0	0	O
В.	The overall condition and quality of statemaintained roads (Rt. 85, Main Street / Rt. 121, Rt. 302 / Roosevelt Trail, Egypt Road)	0	0	0	0	0	0
C.	The overall condition and quality of Town maintained roads (all non-private roads, other than the state roads listed in 4B above)	0	•	0	•	•	0
D.	The overall availability and quality of public recreation areas (Raymond Beach / Boat Launch, Crescent Beach, and Veterans Park)	0	•	0	•	•	0
E.	The overall response and service levels during storm conditions	0	O	0	O	0	0
F.	The level and quality of trash and curbside services	0	0	0	0	•	0

#### TOWN MANAGEMENT & TOWN CODES AND ORDINANCES

5. How satisfied are you with each of the following? Please rate your satisfaction on a scale of 1 to 5, where 1 means "very dissatisfied" and 5 means "very satisfied."

		1 – Very dissatisfied	2 – Somewhat dissatisfied	3 – Neutral	4 – Somewhat satisfied	5 – Very satisfied	Don't know or N/A
A.	The Town Manager's Office	•	O	•	O	O	•
B.	Town Office customer service	•	O	0	O	O	•
C.	Transaction length of doing business <u>in</u> <u>person</u> at the Town Office	•	•	O	0	•	0
D.	Responsiveness of the Town's personnel / department heads to phone calls and / or e-mails	0	0	•	•	•	0
E.	The overall enforcement of Town codes and ordinances, including the Code Office	•	•	O	•	0	0
F.	The timeliness and ease of the Town's permitting process, including staff availability	0	0	0	•	•	0

#### **COMMUNICATIONS**

6. How often would you use the following communication tools to access Town news or other Town information? Please rate on a scale of 1 to 5, where 1 means "never" and 5 means "very frequently."

		1 – Never	2 – Rarely	3 – Occasionally	4 – Frequently	5 – Very frequently	Don't know or N/A
A.	The Town website ( <u>www.raymondmaine.org</u> ) / Facebook page (social media)	O	•	•	•	•	O
В.	Online live streaming video (e.g. live video of Town meetings, etc.)	•	•	•	•	O	O
C.	Cable TV / Public access channels	O	0	0	•	O	0

D. Landline telephone	0	0	O	0	38 of 100	) o
E. Radio	O	O	O	O	O	•
F. Applications for mobile devices (smart phones, tablets, etc.)	0	0	•	0	0	•
G. Print publications (e.g. Town newsletter)	O	O	O	O	O	•

7. How would you rate Raymond on its use of each of the following tools to communicate with residents regarding Town news or other Town information? Please rate on a scale of 1 to 5, where 1 means "poor" and 5 means "excellent."

		1 – Poor	2 – Fair	3 - Average	4 – Good	5 - Excellent	Don't know or N/A
_	The Territory of the Community of the Co	1 001	ran	Average	Good	Excellent	UI IVA
Α.	The Town website ( <u>www.raymondmaine.org</u> )	$\mathbf{O}$	O	•	•	•	0
	/ Facebook page (social media)						
B.	Online live streaming video (e.g. live video	$\circ$	$\circ$		$\circ$		$\circ$
	of Town meetings, etc.)	•	•		•		
C.	Cable TV / Public access channels	O	0	•	0	•	0
D.	Phone system	O	0	•	0	•	0
E.	Radio	O	0	•	0	•	0

			Ð	

8.	What do you see as the major needs and priorities for Raymond in the next 10 years? (If you wish to provide additional input,
	please feel free to include a letter with your returned survey)

9A. In 2009, Raymond partnered with Windham to form Regional School Unit #14 (RSU #14) to consolidate educational costs. How satisfied are you with this educational partnership? Please rate your satisfaction on a scale of 1 to 5, where 1 means "very dissatisfied" and 5 means "very satisfied."

1 –	2 –	3 –	4 –	5 –	Don't know
Very dissatisfied	Somewhat dissatisfied	Neutral	Somewhat satisfied	Very satisfied	or N/A
Q	O	O	O	O	O

9B.	Please explain your response to question 9A.
) <b>D</b> .	Trease explain your response to question you

10. The Town of Raymond is interested in knowing the kinds of additional services, facilities, infrastructure, or other projects that its residents might support. Please rate each of the following on a scale of 1 to 5, where 1 means "strongly oppose" this idea and 5 means "strongly support" this idea.

		1 – Strongly oppose	2 – Somewhat oppose	3 – Neither support nor oppose	4 – Somewhat support	5 – Strongly support	Don't know or N/A
A.	Expanding economic development efforts (being more proactive in economic development)	•	•	0	0	•	0
В.	Developing / expanding Town water and sewer services	O	•	•	0	O	O
C.	Expanding the Town's Commercial District	•	•	O	•	•	O
D.	Expanding conservation efforts (additional funding for support groups such as the Raymond Waterways Protective Association (RWPA) or milfoil eradication efforts)	•	0	O	•	•	0
E.	Expanding funding for the Raymond Village Library (the private, non-profit library in Raymond)	•	•	•	•	0	0
F.	Building a combined Town Office, library, and community center at a new location	O	0	•	0	O	O

Н.	Creating an outdoor recreational complex in the Town for all age groups, which would include a baseball diamond, tennis courts,	O	O	•	O	•	<b>O</b>
I.	athletic fields, and walking paths Providing options for high speed internet						
	services	•	0	0	0	O	0
J.	Contracting for bulky waste removal services	O	O	0	<u> </u>	O	O
K.	Expanding public access to waterways	O	O	O	O	C	O
$\mathbf{O}$	If you support the Town pursuing any additionarease would you find tolerable?  1%	O 4%	O 59	% 0 6	5-10% <b>O</b> 1	t level of tax More than 109	%
DE	MOGRAPHIC QUESTIONS						
	last set of questions will only be used for statistimond citizens.	ical analysis	purposes and	to ensure that we	have a representa	tive sample o	f
12.	Approximately how many years have you	lived or own	ed property in	Raymond?	years		
13.	Do you own or rent your current residence?  O Own O Rent		(please specif	·y):			
14.	Are you a year-round or seasonal resident of Year-round	of Raymond? O Season					
15.	Counting yourself, how many adults (aged	18 or older)	live in your ho	ousehold?	adults		
16.	How many children under the age of 18 liv <i>your household)</i> children	ve in your ho	usehold? (Plea	ase write "0" if n	no children under	the age of 18	live in
17.	What is your gender?  O Female O Male						
18.	Into which of the following categories does O 18-24 O 25-34	your age fal O 35-44		5-54 <b>O</b> 5	55-64 • • •	55 or older	
19.	What is the highest level of education you I  Less than high school graduat  High school graduate  Vocational/Trade school		Some colle Four-year	ge/Two-year col college graduate ate work	lege graduate		
20.	For tabulation purposes only, which of the taxes?	following inc	come categori	es includes your	total household in	come in 2013	before
	<ul> <li>Less than \$25,000</li> <li>\$25,000 to \$49,999</li> <li>\$50,000 to \$74,999</li> <li>\$75,000 to \$99,999</li> </ul>	0	\$150,000 c	or more			
21.	Did you vote in the last Town elections in J	Tune 2014?	O Y	es O 1	No ON	Prefer not to a	inswer
22.	Did you go to the annual Town meeting in	June 2014?	O Y	es O 1	No ON	Prefer not to a	nswer
Th.	Town of Doymond thanks you you much for	<b></b>	DI	41 41	l		• • • •

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G. Updating the Comprehensive Plan that expires

this year

o 89 of 100

The Town of Raymond thanks you very much for your time. Please return the survey in the business reply envelope provided by November \_\_\_, 2014. (exact date TBD based on precise survey distribution date)



Board of Selectmen 401 Webbs Mills Road Raymond, Maine 04071

### **Appointment by Municipal Officers of Election Clerks**

Pursuant to M.R.S.A. 21-A §503, the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm the following registered voters as Election Clerks for the November 4, 2014 election:

Party	First Name	Surname	Address 1	Address 2	City St Zip
D	Susan	Accardi	PO Box 928		Raymond ME 04071
D	Rachel A.	Akins	82 Myron Hall Rd		Raymond ME 04071
D	Robert	Akins	82 Myron Hall Rd		Raymond ME 04071
R	Linda	Alexander	1 Pine Lane		Raymond ME 04071
R	Jane	Bartlett	106 Sloans Cove Rd		Raymond ME 04071
D	Abel	Bates	1 Cape Rd		Raymond ME 04071
R	Kathleen	Bent	5 Shore Rd		Raymond ME 04071
R	Shirley	Bloom	26 Sebago Rd		Raymond ME 04071
D	Alice	Bredenberg	PO Box 655		Raymond ME 04071
R	Suzanne	Brockelbank	3 Mill St		Raymond ME 04071
R	Carolyn	Burnham	PO Box 655		Raymond ME 04071
D	Nancy	Buzzell	PO Box 483		Raymond ME 04071
D	Basil	Champniss	3 Glen Road		Raymond ME 04071
D	Melanie	Champniss	3 Glen Road		Raymond ME 04071
R	Marie	Connolly	10 Chickadee Ln		Raymond ME 04071
R	Charles	Cragin	PO Box 248		Raymond ME 04071
R	Louise	Doyle	2 Dolimount Rd		Raymond ME 04071
D	Deborah	Eastman	PO box 129		Raymond ME 04071
R	Laurie	Forbes	17 Webbs Mills Rd		Raymond ME 04071
R	Natalie	Foss	4 Brown Rd		Raymond ME 04071
R	Greg	Foster	29 Ledge Hill Rd		Raymond ME 04071
D	Deborah	Gideon	179 Raymond Hill Rd		Raymond ME 04071
D	Janice	Gower	9 Oxview Lane		Raymond ME 04071
U	Susan	Grondin	PO Box 869		Raymond ME 04071
D	Susan	Hamilton	PO Box 845		Raymond ME 04071
D	Dorothy	Hartman	PO Box 1274		Raymond ME 04071
D	Robert	Hartman	PO Box 1274		Raymond ME 04071
R	Steven	Haycock	174 North Raymond Rd		Raymond ME 04071
D	Susan	Hirsch	123 Spring Valley Rd		Raymond ME 04071
R	Anita	Holmquist	P O Box 354		Raymond ME 04071
U	Jane	Hubbell	5 Kristin Ln		Raymond ME 04071
D	Ellen	Huber	16 Pulpit Rock Rd		Raymond ME 04071
R	Charlotte	Jewell	17 Hartley Lane		Raymond ME 04071
D	Dacia	Klinkerch	143 Spiller Hill Rd		Raymond ME 04071
R	Lisa	Knight	1 Brook Rd		Raymond ME 04071

Party	First Name	Surname	Address 1	Address 2	Gith StZip00
D	Elisabeth	Lachance	20 Long Dr		Raymond ME 04071
U	Susan	Lawler	19 Medawisla Ln		Raymond ME 04071
R	Louise	Lester	PO Box 346		Raymond ME 04071
U	Susan	Lowberg	9 Elizabeth Ave		Raymond ME 04071
R	Carol	Meader	24 Sloanes Cove Rd		Raymond ME 04071
R	Peggy	Merrill	15 Elizabeth Ave		Raymond ME 04071
U	Cindy	Merriman	4 Vogel Rd		Raymond ME 04071
R	Irene	Morris	6 Kings Grant		Raymond ME 04071
D	Martha	Morrison	718 Webbs Mills Rd		Raymond ME 04071
R	Roberta	Morton	PO Box 809		Raymond ME 04071
D	Christopher	Mulvihill	63 Gore Rd		Raymond ME 04071
R	Vonla	Murdock	42 Mill St		Raymond ME 04071
U	Louise	Murray	P O Box 227		Raymond ME 04071
D	Elizabeth	O'Donal	c/o Patricia Kramer	93 Pipeline Rd	Raymond ME 04071
D	Barbara	O'Neill	67 Spring Valley Rd		Raymond ME 04071
R	Steve	Phillips	154 Cape Rd		Raymond ME 04071
U	Mary	Picavet	3 Arbor Woods Rd		Raymond ME 04071
U	Elizabeth	Rand	518 Webbs Mills Rd		Raymond ME 04071
U	Alice	Richards	15 Oakledge Rd		Raymond ME 04071
R	Teresa	Sadak	207 Webbs Mills Rd		Raymond ME 04071
D	Karen	Sanford	222 Mountain Rd		Raymond ME 04071
R	Eileen	Stiles	94 Deep Cove Rd		Raymond ME 04071
R	Joanne	Stinson	51 Haskell Rd		Raymond ME 04071
D	Lee	Street	PO Box 70		Raymond ME 04071
D	Linda	Taylor	46 Clearwater Dr	PO Box 494	Raymond ME 04071
R	Kim	Tees	PO Box 388		Raymond ME 04071
D	Faith M.	Towle	12 Woodland Rd		Raymond ME 04071
G	Elisa	Trepanier	5 Salmon Rd		Raymond ME 04071
R	Brenda	Tubbs	350 Webbs Mills Rd		Raymond ME 04071
D	Marlee	Turner	31 Big Pine Rd		Raymond ME 04071
D	Laurie	Wallace	36 Pulpit Rock Rd		Raymond ME 04071
D	Steve	Warshaw	63 Spring Valley Rd		Raymond ME 04071
G	Debbi	Webber	136 Mountain Rd		Raymond ME 04071

Given under our hands on the 14th day of October, 2014.

Mike Reynolds, Chairman	
Lawrence A Taylor	
Joe Bruno	
Teresa Sadak	
Samuel Gifford	



Board of Selectmen 401 Webbs Mills Road Raymond, Maine 04071

### **Appointment by Municipal Officers of Warden/Moderator**

Pursuant to M.R.S.A. 21-A §501 and 30-A §2524(2), the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm <u>Susan L Look</u> as the Warden/Moderator for the November 4, 2014 election.

Given under our hands on the 14th day of October, 2014.

Mike Reynolds, Chairman	
Lawrence A Taylor	
Joe Bruno	
Teresa Sadak	
Samuel Gifford	

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# TOWN OF RAYMOND TOWN WARRANT – SPECIAL TOWN MEETING November 4, 2014

State of Maine

County of Cumberland, SS

To: John Cooper, a resident of the Town of Raymond, in the County of Cumberland, State of Maine.

#### **GREETINGS:**

You are hereby required in the name of the State of Maine to notify and warn the voters of the Town of Raymond in said County of the Town Meeting described in this warrant.

To the voters of Raymond: You are hereby notified that a Special Town Meeting of this municipality will be held at the Jordan Small Middle School gymnasium at 423 Webbs Mills Road, in said Town on Tuesday, the 4th day of November A.D. 2014, at 7:00am then and there to act on the following articles:

**ARTICLE 1**. To choose a Moderator to preside at said meeting.

**ARTICLE 2**. To vote on the following referendum question:

#### QUESTION 1 – WITHDRAWAL FROM RSU 14

Do you favor filing a petition for withdrawal with the board of directors of RSU 14 and with the Commissioner of Education, authorizing the withdrawal committee to expend \$25,000 and authorizing the Raymond Board of Selectmen to issue notes in the name of the Town of Raymond or otherwise pledge the credit of the Town of Raymond in an amount not to exceed \$25,000 for this purpose?

HEREOF FAIL NOT TO MAKE DUE SERVICE of this Warrant and a return of your doing thereon, at a time and place of said meeting.

CIVENTINDED OUR HANDS this 44th day of Ostobox 2044. Raymond Maine

Mike Reynolds		Laurence Taylor	
Joe Bruno	<del></del> :	Teresa Sadak	
Samuel Gifford			
A majority of the Sel	ectmen of the Town o	of Raymond, Maine	
	A true copy of the w	/arrant attest:	

# **Absentee Voting Guide**

Voting is one of the fundamental rights we have as citizens of this state and country. Everyone should make an effort to cast a ballot at each election.

Maine law makes it easy to cast an absentee ballot. You don't have to be out-of-town or have any other reason to take advantage of this easy way to vote at a time that is most convenient for you.

If you would like to vote by absentee ballot, please take a few moments to review the information below. Contact your local municipal clerk or the Elections Division if you have additional questions.

Make sure you have a voice in your future - cast a ballot.

### What is absentee voting and how does it work?

Absentee voting allows you to cast a ballot without going to a voting place on Election Day.

## Who may vote absentee?

Any registered voter may cast an absentee ballot instead of voting in person at a voting place on Election Day.

You don't need to have a specific reason or be unable to vote at the voting place on Election Day to receive an absentee ballot.

### What are the steps to voting by absentee ballot?

- 1. Complete an absentee ballot application to get a ballot; then,
- 2. Fill out and deliver the ballot back to the municipal clerk, or to the Secretary of State, Division of Elections (if you are a <u>Uniformed Service or Overseas voter</u>).

## When can I request a ballot?

Absentee ballots may be requested beginning 3 months before Election Day, and until the 3rd business day prior to the election, unless special circumstances

exist. Make your request early to allow enough time for the ballot to be mailed to you.

# Is there a deadline to request an absentee ballot?

For the November 4, 2014 General and Referendum Election, the deadline to request an absentee ballot, including a ballot voted in the presence of the clerk, is Thursday, October 30, 2014, unless the voter completes a special circumstances application, stating one of four allowable reasons for requesting an absentee ballot after this deadline. The four reasons are:

- •An unexpected absence from the municipality during the entire time the polls are open on election day;
- ·A physical disability,
- •An inability to travel to the polls because the voter is a resident of a coastal island ward or precinct; or
- •An incapacity or illness that has resulted in the voter being unable to leave home or a treatment facility.

This special circumstances application must be signed by the voter. This application can be obtained from your municipal clerk or from the Secretary of State.

# How do I apply for and receive an absentee ballot?

Contact the municipal clerk in the town or city where you are registered to vote. <u>Uniformed Service and Overseas voters</u> will request an absentee ballot directly from the Secretary of State, Division of Elections.

You can make a telephone request for your own ballot, which will be mailed to the address you provide to the clerk.

You can request your own ballot electronically using the Secretary of State's online absentee ballot request service. The approved online form can be found at the following web site: <a href="http://www.maine.gov/cgi-bin/online/AbsenteeBallot/index.pl">http://www.maine.gov/cgi-bin/online/AbsenteeBallot/index.pl</a>

You can make a written request by completing an absentee ballot application.

Additionally, you can obtain a ballot for an immediate family member in this same way. A ballot will be mailed to the voter directly or to an immediate family member making the request. Your municipal clerk can tell you who is considered an immediate family member under the law.

NOTE: Ballots obtained by the voter or an immediate family member do not require witnesses, unless the voter receives assistance from another person in reading or marking the ballot.

Applications are available starting 3 months before the election from the municipal clerk or online at: <a href="http://www.maine.gov/cgibin/online/AbsenteeBallot/index.pl">http://www.maine.gov/cgibin/online/AbsenteeBallot/index.pl</a>

## Follow this link to locate your municipal clerk

# Can I vote by absentee ballot in person somewhere?

Yes. You may vote absentee at the clerk's office as soon as absentee ballots are available. Absentee ballots are available at least 30 days before the election at the municipal clerk's office. You don't need to complete an application if you vote in person at the clerk's office.

# When must my voted ballot be returned to my municipal clerk?

To be counted, voted absentee ballots must be received by the municipal clerk by 8:00 p.m. on Election Day.

# Are there any other ways to receive an absentee ballot?

You may make a written request for a "third person" (someone other than the voter or the voter's immediate family member) to obtain and hand-deliver an absentee ballot.

You must designate, in a written request or application, the specific third person who will handle and deliver the ballot. Only this designated third person may handle the absentee ballot.

Ballots cast in this way must be witnessed by either a notary public, a municipal clerk, a clerk of courts, or 2 other witnesses.

## What if I still have questions?

For more information please contact:

Office of the Secretary of State
Division of Elections
101 State House Station
Augusta, ME 04333-0101
(207) 624-7650
cec.elections@maine.gov
www.maine.gov/sos/cec/elec/

October 14, 2014

#### A

## RESOLUTION

of the

## **BOARD OF SELECTMEN**



Town of Raymond, Maine

WHEREAS \$1.2 billion is spent annually in the State of Maine due to the impacts of substance use and abuse, and,

WHEREAS many communities throughout Maine have been negatively impacted by substance use and abuse, including Windham and Raymond, and

WHEREAS substance use and abuse is a community-wide concern that requires a community-wide response, including access to support and resources for all community members, and

WHEREAS the promotion of healthy lifestyles and safe communities can positively impact a community and all its citizens, and

WHEREAS the consistency of messages needed to promote these healthy lifestyles and safe communities begins with community leaders, and

**NOW, THEREFORE, BE IT RESOLVED** that the Windham Town Council, Raymond Board of Selectmen, Sebago Lakes Region Chamber of Commerce, and RSU #14 Windham-Raymond

#### October 14, 2014

School District Board of Directors express their support, individually and collectively, of the "Be the Influence Community Collaborative" and its mission to promote community collaboration and positive choices in an effort to reduce substance use and abuse, and

**BE IT FURTHER RESOLVED** that the Windham Town Council, Raymond Board of Selectmen, Sebago Lakes Region Chamber of Commerce, and RSU #14 Windham-Raymond School District Board of Directors pledge to promote the consistent message that we must all "Be the Influence" and that decisions matter by including at the commencement of each meeting a statement that shall read:

"We, the (Windham Town Council, Raymond Board of Selectmen, Sebago Lakes Region Chamber of Commerce, RSU #14 Windham-Raymond School District Board of Directors) 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."

IN WITNESS WHEREOF we have hereunto set our hands and caused the Seal of the Town of Raymond, Maine to be affixed this 14<sup>th</sup> day of October, 2014.

Michael Reynolds, Chairman	Lawrence Taylor, Vice Chairman
Joseph Bruno Parliamentarian	Teresa Sadak
Samuel Gifford	
SEAL	
	Attest: Susan LookP, CMC

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Board of Selectmen of the Town of Raymond, Maine:



401 Webbs Mills Road Raymond, Maine 04071 207.655.4742 Fax 207.655.3024

#### Memorandum

Date: October 10, 2014

To: Don Willard, Town Manager

Cc: Selectmen ePacket

From: Danielle Loring, Executive Assistant

Re: IRT Projects

Starting in the April 2015 construction season, the IRT will be working on the following projects for the Town of Raymond:

- PS Tower Site
  - Construct access road: Capital Improvement
  - Install underground utilities
  - Construction of tower and building foundation
  - Erection of tower and placement control building
- Oakledge Hill Fire Pond: Maintenance
  - Removal of existing fence and vegetation
  - Dredging of fire pond
  - Installation of new fence and relocated piping/fixtures
  - Construction of access drive
- PS Sight Distance Project: Maintenance
  - Removal of debris and bushes left from tree cutting
  - Install underground power
  - Reconstruct retention pond

Plans for Fire Pond and Sight Distance projects have been finalized. The Tower Site will be going before the Planning Board on October 15<sup>th</sup> for a Public Hearing and formal review. There will be a kick off meeting with military personnel on October 28<sup>th</sup> & 29<sup>th</sup> for project review and organization. I am currently working on the 2014 application (for 2016 construction) as required for project additions and continuation.