



**BOARD OF SELECTMEN  
Agenda Summary**

November 10, 2015  
7:00pm

Broadcast Studio  
423 Webbs Mills Road

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

**1) Call to order**

**2) Minutes of previous meetings**

a) October 20, 2015

**3) New Business**

a) **Electronic Payroll Update** – Nancy Yates, Finance Director and Rita Theriault, Human Resource Officer

The offerings of two different companies were explored – ADP and Advantage Payroll (Paychex). Each offers on-line payroll, tax filing, archiving of reports, time & attendance, and human resources compliance reporting. Town staff recommends Paychex (Advantage Payroll) at an annual cost of \$7,055.64 (based on an average payroll of 40 employees per bi-weekly pay period).

b) **"Drug Free Zones" Update** – Don Willard, Town Manager

Signage has been ordered and delivered, and is now awaiting installation by the Public Works Department, which will occur as soon as possible.

c) **Raymond Fire & Rescue Solar Power Purchase Agreement (PPA)** – Geoff Sparrow, ReVision Energy and Bruce Tupper, Fire Chief

ReVision Energy is offering to finance, own, and operate a 40.8 kW solar array on the Town of Raymond's District 2 building for a contract term of 20 years, with an option to extend to 30 years. The town would purchase all electricity from the system at \$0.107 per kWh (\$0.01 less than CMP) for the first year and increasing at 4% per year thereafter. After 6 years, the town would have an annual opportunity to buy the entire solar array at its fair market value (estimated now at \$55,248) or continue to buy the power from ReVision Energy.

The Fire Chief is recommending that the Selectmen approve this proposal.

d) **Appointment of Beautification Committee Members**

Proposed new members: Mitzi Burby, 64 Spiller Hill Rd, and Jan Miller, 59 Hancock Rd

Current Chair is Sharon Dodson. Current membership: Mike Reynolds, Shirley Bloom, Stephanie Bubier, Fran Gagne, Elissa Gifford, Elaine Keith, Christine McClellan, Mike McClellan, Mary McIntire

- e) **Draft Budget Development Schedule for FY 2016-2017** – Nancy Yates, Finance Director  
The first draft of the budget development schedule for fiscal year 2016-2017 will be presented to the Board of Selectmen for review, possible amendment, and approval.
- f) **Tax Abatements/Supplemental Assessment** – Curt Lebel, Contract Assessor  
2 abatements and 1 supplemental assessment recommended for approval.
  - \$304.73 Abatement – Timothy Pomerleau III – property overvalued in light of access and development issues
  - \$57.36 Abatement – Beth Urbano – personal property disposed of prior to assessment date
  - \$395.55 Supplemental – Allen Family LLC – assessment of taxable personal property omitted from original commitment of taxes

**4) Public Comment**

**5) Selectman Comment**

**6) Town Manager's Report and Communications**

- a) **Raymond Fire & Rescue Elected Official / Town Employee Academy**
  - Sunday, November 22, 2015, 12:30pm to 4:30pm, at Raymond Public Safety Building
- b) **Confirm Dates for Upcoming Regular Meetings**
  - December 8, 2015
  - January 12, 2016
  - February 9, 2016
- c) **Upcoming Holiday Schedule**
  - Tuesday, November 11<sup>th</sup> – Closed in observance of Veterans' Day
  - Thursday, November 26<sup>th</sup> & Friday, November 27<sup>th</sup> – Closed in observance of Thanksgiving

**7) Fiscal Warrant – November 10, 2015**

**a) Treasurer's Warrant**

**8) Adjournment**



**BOARD OF SELECTMEN  
Minutes**

October 20, 2015

Broadcast Studio

423 Webbs Mills Road

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

Selectmen in attendance: Mike Reynolds, Lawrence Taylor, Joe Bruno, Teresa Sadak, and Samuel Gifford

Selectmen absent: none

Town Staff in attendance:

Sue Carr – Tax Collector  
Nathan White – Public Works Director  
Bruce Tupper – Fire & Rescue Chief  
Sue Look – Town Clerk

1) **Called to order** at 7:00pm by Chairman Reynolds.

2) **Minutes of previous meetings**

a) September 17, 2015

**Motion** to approve by Selectman Sadak. Seconded by Selectman Gifford.  
**Unanimously approved.**

3) **Public Hearing**

a) **MMA General Assistance Ordinance Annual Update**

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. The town annually adopts the Maine Municipal Association Model Ordinance General Assistance Appendices, which cover the period of October 1 through October 1.

- Appendices A, C, & D
- Maximums Adoption Form

**Motion** to enter the Public Hearing by Selectman Sadak. Seconded by Selectman Taylor.  
**Unanimously approved.**

No comments from the public

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\*\* Items taken out of order

**Motion** to end the Public Hearing by Selectman Gifford. Seconded by Selectman Sadak.  
**Unanimously approved.**

**Motion** to adopt the MMA General Assistance Ordinance Annual Update including Appendices A, C, & D and Maximums Adoption Form by Selectman Sadak. Seconded by Selectman Gifford.  
**Unanimously approved.**

#### 4) **New Business.**

##### a) **Raymond Village Library Annual Report – Kim Allen, Emily Allen, RVL Trustees Co-chairs**

Emily Allen – new Chairman of the Board and Kim Allen – co-Chairman of the Board

We feel that many of our accomplishments were made possible by the increase in budgeted funds from the Town of Raymond.

- The circulation system is fully automated
- A strategic plan is in place and being implemented
- A stand-alone website is up and running
- A Facebook page is new and frequently updated
- The Every Action database is being employed to handling fundraising
- A technical advisor is available
- Children's and Adult programs attracted over 3,000 people

The Library Director, Sally Holt, collaborates with many local businesses and entities. She tirelessly works to make the library stronger.

Selectman Sadak – Great job on the fund raising!

Selectman Bruno – How does that relate to your budget?

We are a bit later due to updating new technology and are a bit behind in our annual appeal.

Chairman Reynolds – The “Paint the Town” has been successful.

Yes, we have been blessed to be able to use the Public Safety building for the “Paint the Town” and many of the children's programs. We are determined to meet the Town's challenge of raising more monies.

##### b) **Tax Acquired Property Update – Sue Carr, Tax Collector**

The properties involved are: Beattie 42/8; Lewis 21/2; Parker 23/21; Square J Realty 53/32

Beattie – Map 42 Lot 8 – seasonal property – he had a plan and does not make his payments regularly, only when he feels the property is in jeopardy – Mr Beattie sometimes rents this property, he does not live there. Taxes are \$2,500 per year approximately.

Lewis – a Daniel Lewis signed for the mailing, but I had no reply.

Parker – can not find her, found a previous landlord who said he may have a forwarding

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*\*\* Items taken out of order*

address, but he has not gotten back to me.

Square J Realty – did not respond. Town Manager Willard has heard that the owner has no interest in retaining the property.

I did hear from the IRS on the 3 properties on Deep Cove Rd. The IRS may seize one of them this fall and if so we will get the outstanding tax monies. It may be all 3 or only the largest one.

Chairman Reynolds – The buyers may need to go through a process to get a clear title and insurance, but we can sell the properties even for those where we could not find the person.

There is another step for the Beattie property since there are personal items involved (a house with belongings). If we sell this property there is a process where we would with a sheriff's help move all personal items to a storage unit and if they are not collected and the fees all paid, then the items would be auctioned.

The Conservation Committee is not interested in retaining any of these properties.

**Motion** to authorize the Tax Collector to sell the above listed properties at auction and on the Beattie property get it to the point of auction by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

Chairman Reynolds – Please find how long the Beattie property will take and try to auction all of the properties at once, but if the Beattie property will take too long then go ahead and send the others to auction along with the one that did not sell last time.

**c) 2015 IRT Update and review of other engineering projects – Owens McCullough, Town Contract Engineer**

● 2015 Military Innovative Readiness Training (IRT) projects

1) Valley Road communications tower

\$270,000 would have been the cost if the town had to pay for all of the project  
The tower should be operational in the next couple of weeks

2) Public Safety Building site improvements

The stormwater management pond had become overgrown and now it has been put back to design condition. The town's cost was very small because it was almost all labor to clean up.

3) Oak Ledge fire pond restoration project

It was overgrown and the Military cleaned it all up, reshaped it, increased the volume by about 40%, and added a fence. The town's cost was \$15,000 and the military provided about \$60,000.

● Public Works Department sand-salt building construction project

We have low quotes for the framing, foundation, and earthwork. \$590,000 is the budget. The foundation requires a lot of re-bar and it will take about a month to get them in. Also the framing takes about 12 weeks for delivery. The bidders will all hold their prices until Spring, so we will get everything ordered and be ready to go in the Spring.

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\*\* Items taken out of order

**d) MDOT Transportation Enhancement Grant – Sidewalk Project Update – Owens McCullough, Town Contract Engineer**

Update the Selectmen on this project including decisions and the process to move forward, if the Selectmen elect to proceed with the project.

2,330 linear feet of sidewalk, curbing & storm drainage. The next step is to get the survey done and decide where to put the sidewalk. I need to submit a PS&E (Plans, Specifications & Estimates) as a preliminary design report. What is important is which side of the road the sidewalk should go on. My opinion is on the up-hill side (side with the church) because it is easier. It can go on either side, but from an engineering standpoint it is better on the up-hill side. There are some mature trees and houses that are quite close to the road on the down-hill side.

Selectman Sadak – No other street has a sidewalk (except Route 302) and is 5' too wide for a sidewalk on a small country road?

MDOT uses 5' as a standard because it provides room for a wheelchair or other ADA apparatus along with foot traffic. It is consistent with other communities.

Selectman Sadak – Will the sidewalk end at the Library?

It will go from the intersection on Route 302 to the intersection before the Library. This can be changed to ending at the Library. I will need to look at the budget for this and the current budget is \$159,727 which includes a Town match of \$31,945. I am concerned that this may not be enough. The cost would be greater if we put the sidewalk on the down-hill side due to the trees and houses that are close to the road. I can do a site walk with the Select Board if they would like. We did a public hearing for the public already.

Town Manager Willard – I think the questions are:

- Do the Selectmen want to proceed with this project?
- If so, which side should the sidewalk be on?

Public Works Director White – Can we get a price for both sides so we can show the townfolks what the difference is? There are some items in the right-of-way on the up-hill side, but there are large obstacles on the down-hill side.

We will not be doing open ditch, there simply is not room.

Chairman Reynolds – So we would need to have about 8' of room to build the sidewalk, curb, and a transition area (to stop trip hazards).

There will be a sense of encroachment even though the sidewalk is in the right-of-way.

Chairman Reynolds – Is there a rule of thumb pertaining to when you take down trees whose roots extend under the sidewalk?

Generally speaking I prefer to stay outside the drip edge of the tree. 10" gravel & 2" of pavement on the up-hill side generally means that we would not be interfering with the roots.

Selectman Bruno – Is the State flexible with the funding?

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*\*\* Items taken out of order*

If it is substantive enough we may be able to make the case for more funding, but it may mean putting off the beginning of the project.

**Motion** to put the sidewalk on the up-hill / Eastern side by Selectman Bruno. Seconded by Selectman Gifford.

Town Manager Willard – Does this have value to the town and is it a good investment for the town? I would like the sidewalk to go to the Library. If you make the sidewalk too narrow then it can not be maintained by machine.

Public Works Director White – \$31,000 has already been set aside

**Unanimously approved.**

**e) Consideration of Resignation of Enden Lingwood from the Zoning Board of Appeals (ZBA) – Board of Selectmen**

Mr Lingwood changed his mind and is now not intending to resign from the ZBA.

**f) New development in milfoil control on Sebago Lake – Peggy Jensen, Raymond Waterways Protective Association (RWPA)**

RWPA board member Peggy Jensen spoke briefly about the talks RWPA is having with Lakes Environmental Association (LEA) for possible coordination of milfoil removal work on Sebago Lake. This is a new initiative, morphing out of the cooperative effort started this past summer. Ms Jensen will also reported on Sebago Lake milfoil mitigation work completed this past season.

Changes in infestation from May to September:

- Turtle Cove – 3% to 1%
- Mason Cove – 13% to 0%
- Port Harbor Marina – 7% to less than 1%
- Bayview Canals – 49% to 20%
- Upper Jordan River – clear from Mill St to about where the power line crosses

Our primary focus is Raymond and monies raised in Raymond are used in Raymond. We are looking at a mutual aid type of relationship with this new Sebago Lakes Consortium.

Town Manager Willard I think that the introduction of Peter Lowell from LEA is the right fit to get commitment from the other communities.

**g) November 3, 2015, Referendum Election Appointments – Sue Look, Town Clerk**

- Election Clerks

**Motion** to approve the list of Election Clerks by Selectman Gifford. Seconded by Selectman Taylor.

**Unanimously approved.**

- Election Warden

**Motion** to approve Sue Carr as Warden by Selectman Gifford. Seconded by Selectman

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*\*\* Items taken out of order*

Sadak.  
**Unanimously approved.**

**5) Old Business**

**a) Consideration of “Be the Influence” Coalition Drug Free Zones – Matthew Cyr, Windham Police Department**

Pursuant to Title 30-A §3253 – A municipality may designate an area of the municipality that is frequented by minors as a safe zone (as defined under Title 17-A §1101(23) to be an athletic field, park, playground, or recreational facility that is designated as a safe zone). A safe zone must be conspicuously marked by the municipality with an informational sign using wording provided by the Commissioner of Public Safety.

TOWN OF RAYMOND PROPOSED “SAFE ZONES”

Crescent Beach – Webbs Mills Rd.  
Raymond Beach – Roosevelt Trail (owned by the State of Maine)  
Tassel Top Park – Roosevelt Trail (owned by the State of Maine)  
Sheri Gagnon Memorial Park – Mill St.  
Raymond Elementary School – Webbs Mills Rd. (owned by RSU #14)  
Jordan Small Middle School – Webbs Mills Rd. (owned by RSU #14)  
Morgan Meadows – Egypt Road and North Raymond Roads  
Patricia Avenue Parcel – Roosevelt Trail  
Farwell Drive Parcel – Egypt Road

Town Manager Willard – Officer Cyr was unable to attend tonight. We have compiled the above list of municipal, State, and RSU #14 owned properties that qualify for this program. I did seek and obtained permission from RSU #14 and from the State of Maine for inclusion of their properties that are in the above list.

**Motion** to adopt the above listed properties as “Drug Free Zones” pursuant to Title 30-A §3253 by Selectman Taylor. Seconded by Selectman Sadak.  
**Unanimously approved.**

**6) Public Comment**

none

**7) Selectman Comment**

Selectman Bruno – I hope people come out to vote to support the initiatives.

Chairman Reynolds – I have been looking into recreational fields for some time. First we looked the property on Egypt Road and ran into vernal pools. Next was Patricia Avenue which turned out to be not desirable at this time due to traffic on Route 302, and the cost would be too high to create a new road. Recently we have had a land owner offer to sell us a property that is abutting ours, but the land is not useable due to being split by wetlands. My desire is to stay within the budget of a retire-able bond, so this project is ended until such time that another property comes to light that would suit our needs and would meet our financial requirements.

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*\*\* Items taken out of order*



## 8) Town Manager's Report and Communications

### a) Confirm Dates for Upcoming Regular Meetings

- November 10, 2015

**Approved by consensus**

### b) Personnel Policy Update

We are in great shape. We are waiting for the pay study report and we are still providing them with information. We are shooting for the end of the calendar year. Staff has been meeting with payroll companies. We need to put these on the next agenda.

### c) Raymond Fire & Rescue Elected Officials Academy

On November 22, 12:30-4:30pm

## 9) Fiscal Warrant – October 20, 2015

### a) Treasurer's Warrant

**Motion** to approve \$456362.99 by Selectman Taylor. Seconded by Selectman Gifford.  
**Unanimously approved.**

### b) Cumberland County Tax Warrant

Warrant was not presented at the meeting.

## 10) Adjournment

**Motion** to adjourn at 8:40pm by Selectman Sadak. Seconded by Chairman Reynolds.  
**Unanimously approved.**

Respectfully submitted,

\_\_\_\_\_  
Susan L Look, Town Clerk

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*\*\* Items taken out of order*

**Board of Selectmen – Agenda Item Request Form**

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:	Nov. 10, 2015	Request Date:	10/30/2015
Requested By:	Rita Theriault & Nancy Yates		
Address:			
eMail:	rita.theriault@raymondmaine.org, nancy.yates@raymondmaine.org		
Phone #:	207-655-4742		

**Category of Business** (please check one):

- Information Only     Public Hearing     Report     Action Item  
 Other - Describe

Agenda Item Subject:	Electronic Payroll
Agenda Item Summary:	The offerings of two different companies were explored - ADP and Advantage Payroll (Paychex). Each offers on-line payroll, tax filing, archiving of reports, time & attendance, and human resources compliance reporting.

Action Requested/ Recommendation:	
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Attachments to Support Request:	Company comparisons
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<b>For Selectmen's Office Use Only</b>	
Date Received: _____	Approved for inclusion: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Notification Sent: _____	Meeting Date: _____

**November 10, 2015**

**To: Raymond Board of Selectmen**

**From: Nancy Yates, Finance Director  
Rita Theriault, Human Resource Officer**

**Re: Payroll and Time & Attendance**

Two companies were contacted for the purpose of reviewing their offerings for payroll and time & attendance, as well as the cost for each. Both ADP and Paychex (Advantage Payroll) are well-known and experienced companies. Each offers on-line payroll, as well as time & attendance tracking, human resources compliance reporting, tax filing and archiving of reports.

**Paychex (Advantage Payroll)**

Online Time and Attendance (Stratustime) will cost \$4.00 per month per employee.

An average of 40 employees would cost \$160 per month.

Time Off Accruals module will cost .50 per month per employee.

An average of 40 employees would cost \$20.00 per month.

Bi-Weekly payroll for an average of 40 employees would cost \$169.32 each pay period.

Total costs per pay period would fluctuate depending on the number of employees paid.

All reporting, tax filings, and W2s are included in the payroll module.

Check delivery cost depends on whether the Town chooses Standard (\$5.00), Overnight (\$15.00), or Two-day (\$12.00).

All reports are accessible online and archived forever.

The setup fee for payroll would be waived, and the one-time setup fee for Stratustime would be discounted from \$1000 to \$800.

Implementation and training is estimated to take 6-8 weeks.

**An estimated annual cost for Paychex (Advantage Payroll) would be approximately \$7055.64, based on an average payroll of 40 employees. This does not include the one-time setup fee of \$800.**

## **ADP**

Online Time and Attendance (Workforce Now) will cost \$5.00 per month per employee, with a minimum cost of \$250 (which includes Time Off Accruals and one delivery location).

An average of 40 employees would cost \$250 per month.

Bi-Weekly payroll for an average of 40 employees would cost \$185.00 each pay period (\$2.25 per employee plus a base of \$95).

Total costs per pay period would fluctuate depending on the number of employees paid.

All reporting and tax filings are included.

W2s are \$6.55 per employee. The Town typically generates an average of 97 W2s for a cost of \$635.35.

Estimated annual W2 costs would be \$635.35.

Reports are archived with iReports with iArchive, which would cost .20 per employee per pay period.

ADP has an optional module, Workforce Now HR Solutions which would cost \$5.00 per employee per month.

An average of 40 employees would cost \$200 per month.

Implementation fees would cost \$1500 for Workforce Now payroll, time and attendance, and iReports.

The implementation fee for Workforce Now HR Solutions would be \$1000.

ADP offers one free year of service spread over 4 years which would apply to months 7-9 each year from start date.

Initial 10% discounts are offered on Workforce Now Payroll and HR Solutions.

**An estimated annual cost for ADP would be approximately \$8346.85, based on an average payroll of 40 employees. This does not include the implementation fee of \$1500, or the optional HR module.**

**The optional HR module would cost \$2160, not including the implementation fee of \$1000.**

## **Recommendation**

For third-party payroll and online time & attendance, of the two companies considered, we would recommend Paychex/Advantage.

As an additional comment, we were strongly attracted to ADP mainly because of the HR Solutions Module which would be helpful in tracking employee development/training and ACA compliance, etc.



## Required For All New Clients

- **Voided check:** from bank account on which payroll will be drawn, or a bank letter signed by bank representative (starter checks and deposit slips are not acceptable)
- Proof of **Federal ID number**, also known as "EIN"  
(This document must be: dated within the last two years and from the IRS)
  - **Examples of Documentation:** Form 941 preprinted from the IRS or previously filed by automated payroll service provider, any IRS notice/letter
- Proof of **State ID number** (i.e.; previously filed state return, state withholding coupon, notice or letter from the state)
- State Unemployment Insurance (SUI) **number and rate for current year**  
**Examples:** Previously filed SUI return, SUI notification letter from the Department of Labor
- **Employee Information:**
  - Copy of Form W-4 for each employee or any legible document including each employee's name, address, social security number, date of birth, date of hire, filing status, and number of exemptions.
  - **Rate of pay** for each employee.
  - **Direct deposit:** signed direct deposit enrollment form and a copy of each applicable employee's void check or letter from bank with account information (no starter checks or deposit slips).

### If the Employee has:

- Child support or other garnishments, the court issued garnishment order.
- Recurring earnings and deductions (i.e.; health care deductions)

**ADVANTAGE<sup>™</sup>**  
**PAYROLL SERVICES**  
*A Paychex<sup>®</sup> Company*

Every pay period:

After you report payroll hours and changes, we prepare:

- Payroll checks
- Direct Deposit
- Check Signing / Envelope Insertion
- Employee Earnings Statements
- Payroll Journal / Department Summary
- Cash Requirements Report
- Client Time Sheet for next pay period
- Payroll Deduction Registers (as required)
- Transfer funds from your account for FICA, Federal Withholding and FUTA

**We also:**

- Transfer funds from your account for State Withholding, SUI, Disability and Local taxes (if applicable)
- Provide a detailed listing of these tax liabilities on your Department Summary.

Every deposit period:

We **AUTOMATICALLY DEPOSIT** all state tax liabilities on your behalf, including:

- State SUI, Disability and Local taxes (if applicable)
- Notify you of all deposits made for your records

On a quarterly basis:

We **REFUND, PREPARE AND FILE:**

- Refund Estimated Federal Tax Liability Deposit (Client Responsibility)
- State Unemployment Insurance Return
- State Quarterly Wage Return
- Local Tax Requirements where applicable
- Detailed Employee Earnings Ledgers
- Send copies of all filings to you for your records

Once a year:

We **AUTOMATICALLY PREPARE AND FILE:**

- Signature Ready Schedule H
- Employer Federal and State W-2s
- W-3 Recap of Federal Withholding

**We also:**

- Send copies of all filings to you for your records
- Create employee W-2s

Payroll Frequency: *Weekly*

Number of Checks	Charge per Pay Period
50	\$ 135.80

➤ One Time Standard Setup Fee:

*Waived*

➤ Delivery:

- Standard: \$5.00
- Overnight: \$15.00
- Two Day: \$12.00

*Advantage Provides Peace of Mind!*

*If you have any questions please feel free to  
call me anytime!*

**Rosalie Burr**

585-218-6074

Fax: 877-633-3903

With Taxpay:

Advantage assumes full responsibility for the accuracy and timeliness of your payroll tax deposits and filings.

*Keep looking UP.  
THERE MAY BE A  
R.O.W.  
waiting For you.*

### Tax Information Authorization

OMB No. 1545-0045  
 For IRS Use Only  
 Received by: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Telephone: ( ) \_\_\_\_\_  
 Function: \_\_\_\_\_  
 Date: / /

- ▶ Do not sign this form unless all applicable lines have been completed.
- ▶ Do not use this form to request a copy or transcript of your tax return. Instead, use Form 4506 or Form 4506-T.

**1 Taxpayer information.** Taxpayer(s) must sign and date this form on line 7.

Taxpayer name(s) and address (type or print)	Social security number(s) _____ _____	Employer identification number _____
	Daytime telephone number ( ) _____	Plan number (if applicable) _____

**2 Appointee.** If you wish to name more than one appointee, attach a list to this form.

Name and address <b>Advantage Payroll Services, Inc.</b> 1175 Johns St. W. Henrietta, NY 14586	CAF No. <b>01-0287147</b> Telephone No. <b>585-218-6162</b> Fax No. <b>877-229-8540</b> Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
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**3 Tax matters.** The appointee is authorized to inspect and/or receive confidential tax information in any office of the IRS for the tax matters listed on this line. Do not use Form 8821 to request copies of tax returns.

(a) Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s) (see the instructions for line 3)	(d) Specific Tax Matters (see Instr.)
Employment	941	2015	147C

**4 Specific use not recorded on Centralized Authorization File (CAF).** If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions on page 4. If you check this box, skip lines 5 and 6. ▶

- 5 Disclosure of tax information (you must check a box on line 5a or 5b unless the box on line 4 is checked):**
- a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box ▶
- b If you do not want any copies of notices or communications sent to your appointee, check this box ▶

**6 Retention/revocation of tax information authorizations.** This tax information authorization automatically revokes all prior authorizations for the same tax matters you listed on line 3 above unless you checked the box on line 4. If you do not want to revoke a prior tax information authorization, you must attach a copy of any authorizations you want to remain in effect and check this box ▶

To revoke this tax information authorization, see the instructions on page 4.

**7 Signature of taxpayer(s).** If a tax matter applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters/periods on line 3 above.

▶ IF NOT SIGNED AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.

▶ DO NOT SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

X →

Signature _____ Date _____  Print Name _____ Title (if applicable) _____  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PIN number for electronic signature	Signature _____ Date _____  Print Name _____ Title (if applicable) _____  <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PIN number for electronic signature
--	--



Sales Code N246	Date	Assoc. #	Client #	Billing ID	Combined Acct #
--------------------	------	----------	----------	------------	-----------------

### Payroll and Tax Processing Agreement

#### A. Client Information

Client Legal Name		Trade Name (DBA)			
Address, City, State, ZIP Code					
Telephone Number	Fax Number	E-mail		Payroll Contact	

#### B. Miscellaneous

Number of Checks per payroll	First Check Date	Pay Cycle	<input checked="" type="checkbox"/> W <input type="checkbox"/> BW <input type="checkbox"/> SM <input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> A		
SIC Code	First Run Date	State Tax State			
Entity Change <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Previous Assoc/Client				
Please Check Input Type Below		Please Check Entity Type Below			
<input checked="" type="checkbox"/> Branch Input	<input type="checkbox"/> S-Corporation	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)
<input type="checkbox"/> IP Client	<input type="checkbox"/> Non Profit Corporation	<input type="checkbox"/> C-Corporation	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Trust	

**Services**

\*Tax Option  Full  Tracker B  Non  1099 only (must choose tax option)  Direct Deposits  Advantage Checks  Client Checks

\*By checking the above "Tax Option" I understand section "2. Tax Filing Options" on page 2 of this Agreement Initials \_\_\_\_\_

Employer Type  941  943  Household Schedule H  944  945

**Federal Reporting Information: Please attach a copy of the IRS frequency notification.**

Fed ID # \_\_\_\_\_

Federal Filing Status Current Year (Select One)  Semiweekly  Monthly  Unknown  (Tax Dept. will default)

Federal Unemployment Tax (FUTA)  Exempt  Taxable

**State Income Tax Withholding Information: Please include a State Deposit Coupon.**

State 1	State ID #	State 2	State ID #
---------	------------	---------	------------

Select One State Filing Frequency Below

<input type="checkbox"/> Semi-monthly	<input type="checkbox"/> Follows Fed	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Qtr Monthly	<input type="checkbox"/> Weekly	<input type="checkbox"/> Semi-monthly
<input type="checkbox"/> Monthly	<input type="checkbox"/> Eighth Monthly	<input type="checkbox"/> NY 3 Day or NY 5 Day

**State Unemployment Information: Please attach a copy of rate notice. For additional states, attach another sheet in the same format.**

State 1	State ID #	State 2	State ID #
---------	------------	---------	------------

Total Rate % Exempt  Y  N Includes % SDI % Surcharge % JDF

**Other Tax Information: Please attach a sheet in the same format for additional localities.**

Locality	APSI Code #
Locality	APSI Code #

1. Deposits for Federal Taxes will be made in which state? (Tax Tracker Clients Only)

2. Are there wages to be converted Year to Date?  Y  N Wage to be converted Quarter to Date?  Y  N

**Tax Deferred Plan Information:**

Please select Deferral Plan(s)  401-K CODA  403-B TSA  408-K SARSEP  457 DFC  501-C PENSION  408-P SIMPLE  OTHER - Please attach complete information for this category

Do you have a Section 125 Cafeteria Pretax Plan?  Y  N

**C. Agreements**

This Agreement may be considered as an application for credit and authorizes Advantage Payroll Services, Inc. (APSI), to investigate the credit of the client or its principals including vendor references, bank account status and history.

Y  N

Corporate Officer/Responsible Person (please print name) \_\_\_\_\_ Non Profit \_\_\_\_\_ Position \_\_\_\_\_

Address, City, State, ZIP Code \_\_\_\_\_

Social Security Number \_\_\_\_\_ Original start date current ownership \_\_\_\_\_

Previous ABA# Account Name(s) & Number(s) \_\_\_\_\_ Current ABA# Account Name(s) & Number(s) \_\_\_\_\_



Sales Code N246	Date	Assoc. #	Client #	Billing ID	Combined Acct. #
--------------------	------	----------	----------	------------	------------------

Has there been a significant change in ownership or control in the current calendar year?  Y  N

Client hereby authorizes Client's bank to pay and charge Client's account for charges drawn on Client's account and payable in the order of APSI, Auburn, Maine. Client agrees that Client's bank agrees in respect to each charge shall be the same as if it were drawn on it, and agrees permanently by or on behalf of client. This authority is to remain in effect until revoked by client in writing, and until bank receives such notice, agrees that bank shall be fully protected in honoring these charges. Further agree that if any such change is discovered, whether such or without cause and whether subsequently or inadvertently, bank shall have no liability whatsoever.

Routing Number Bank Account Number Branch & Office Name  
**Please See Attached Bank Information**

Telephone Number Fax Number E-mail

**D. Additional Terms and Conditions**

The additional terms and conditions on the reverse side of this Agreement (Rev. 1/14) are part of the Agreement and are incorporated herein by reference. This Agreement shall not become effective unless signed by an authorized representative of APSI and client.

Authorized (Client Signature)	For Value Received, the above Agreement and obligations of the client are guaranteed
Print Name	Printed Signature
Witnessed By (Advantage Signature)	Print Name

Whole - APSI Yellow - Client Pink - Branch/Associate

**ADDITIONAL TERMS AND CONDITIONS**

1. **Services.** This Advantage Payroll Services, Inc., ("APSI") Payroll and Tax Processing Agreement ("Agreement") is entered into between APSI and the Company identified above ("Client"). The Agreement will continue until terminated in accordance with its provisions. Client employs APSI to provide the services set forth above ("Services"). The terms and conditions of this Agreement will also apply to any additional services which Client employs APSI to perform unless otherwise stated. APSI will not commence any of the Services until APSI receives all documents necessary to begin each of the Services and notifies Client of the date APSI will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates. Until the Service Effective Date, Client will continue to provide for itself the Services requested of APSI. APSI assumes no responsibility for Services prior to the Service Effective Date.

Client agrees that APSI is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is APSI a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's employees, or the employer or joint employer of Client's employees. APSI will not be responsible for Client's compliance with, nor will APSI provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.

Client understands that this Agreement (Rev. 1/14) may be considered an application for credit and hereby authorizes APSI to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). APSI's performance of the Services under this Agreement is subject to approval of Client's Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-28 of this Agreement.

2. **Tax Filing Options:**

(Full) Client agrees APSI will act as the tax filing agent where required for IRS deposits, filings and correspondences on Client's behalf as it relates to payroll tax filings. Client understands that APSI will not be responsible for penalties or interest due to missing, inaccurate, or incomplete information. Client further understands that APSI is not responsible for taxes with respect to wages paid prior to its service.

(Trucker B) Basic Notices Only - APSI will provide Client Basic Tax Deposit Notices only.

The following applies to Trucker B: All Deposit notices are generated based on the next anticipated processing date as indicated in Item B Pay Cycle. Should a Client process a payroll or additional check earlier than the stated processing frequency, APSI shall not be liable for the accuracy or timeliness of such notices and shall not be liable for any special or consequential damages, or other damage, all as provided herein. Payroll tax returns are prepared based on the assumption that checks are made available to employees according to check date. Client assumes responsibility for making timely deposits, including but not limited to "next day deposits" without regard to delivery date and receipt of the payroll.

(Non) APSI will not provide Tax Services, Deposit Notices.

(1099 only)

Client agrees to remain responsible for any obligation imposed on Client by law to maintain records regarding Client's business or employees. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. **Client Contacts.** Client will designate payroll contacts that will provide APSI with information and directives necessary for APSI to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.

4. **Client Information.** Client will execute and/or provide all documentation that APSI requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that APSI may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide APSI with all necessary Client Information pertaining to Client's employees at least two banking days prior to a payroll check date.

Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, garnishments, and additional processing fees incurred as a result of its failure to provide Client Information at least to (2) banking days prior to a payroll check date. APSI shall not be required to obtain authorization from Client to act on Client Information.

5. **Reliance on Client Information.** APSI will not be responsible for errors that result from APSI's reliance on Client Information.

6. **Review Reports.** Client will review all reports and documents provided or made available by APSI and inform APSI of any inaccuracies within three (3) business days of receipt or availability.

7. **Software Licenses.** Client has received, or may receive, certain computer software relating to Services (collectively "Software"). Client agrees that in the event that it does not accept all of the terms and conditions of any end user Software, and/or third-party Software, and any and all applicable license agreements provided to Client now or in the future, APSI will not be obligated to perform Services dependent upon the Software.

8. **Client Confidential Information.** "Client Confidential Information" will mean all information disclosed or otherwise made available by the Client to APSI that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, and the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to APSI by Client. APSI will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. APSI may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to: (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Amounts Due and may disclose Client's payment experiences with APSI to credit reporting agencies and supply vendor references on behalf of Client. APSI may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by APSI or that APSI lawfully received, free of any nondisclosure obligations, from a third party having

**Reporting Agent Authorization**  
(In accordance with IRS Form 8655)

OMB No. 1545-1058

**Taxpayer**

1. Employer identification number (EIN)  -  2. Other identification number (State ID)  3. If you are a seasonal employer, check here

4. Name of taxpayer (as distinguished from trade name)

5. Trade name, if any (DBA)

6. Address (number, street, and room or suite no.)   
City or town  State  ZIP code

7. Contact person

8. Telephone number  -  -  9. Fax number  -  -

**Reporting Agent**

10. Name  A D V A N T A G E P A Y R O L L S E R V I C E S I N C

11. Address  12. Employer identification number (EIN)  13. Telephone number   
1 1 7 5 J O H N S T 0 1 - 0 2 8 7 1 4 7 8 8 8 - 7 1 7 - 9 7 7 8  
City or town  State  ZIP code   
W E S T H E N R I E T T A N Y 1 4 5 8 8 - 9 1 9 9

**Authorization of Reporting Agent To Sign and File Returns**

14. Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940  941  /  943  944  945

**Authorization of Reporting Agent To Make Deposits and Payments**

15. Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940  /  941  /  943  /  944  945  /

**Disclosure of Information to Reporting Agents**

16a. Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on line 14 and/or line 15

b. Check here if the reporting agent also wants to receive copies of notices from the IRS

**Form W-2 series or Form 1099 series Disclosure Authorization**

17a. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning

b. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning

**State or Local Authorization**

18. Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 14 and/or line 15

**Authorization Agreement**

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If line 14 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 15 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 14 and/or line 15, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Signature  Title  Date

For Privacy Act and Paperwork Reduction Act Notice, see reverse. Office/Client number  /  Rev. 6/05  
WFA ADV0003 6/09

## FEDERAL TAX DEPOSIT REQUIREMENT

Client #: \_\_\_\_\_

Client Name: \_\_\_\_\_

The IRS determines your deposit schedule by reviewing your total tax liability for four specific, prior quarters. This is known as the "lookback" period. Generally, if your total tax liability for the lookback period is \$50,000 or more, you must deposit on a *semi-weekly* basis. If your total tax liability for the lookback period is less than \$50,000, you would deposit *monthly*.

Other situations can change your monthly deposit requirement. Amended returns for a lookback quarter could cause your total tax liability for the period to exceed the \$50,000 threshold. Any time that your employment tax liability reaches \$100,000 or more, the due date for your remaining deposits for the current year and throughout the following year will be based on the semi-weekly deposit schedule. This situation usually arises when a company pays a bonus to employees at any time during the year.

It is the client's responsibility to advise Advantage Payroll Services of a change to their deposit requirement. Advantage will not assume liability for penalties and interest that occur as a result of inaccurate information provided by the client or the IRS.

Lookback Worksheet		
Year Before Last	3 <sup>rd</sup> Quarter 941, September 30	Line 11 \$
Year Before Last	4 <sup>th</sup> Quarter 941, December 31	Line 11 \$
Last Year	1 <sup>st</sup> Quarter 941, March 31	Line 11 \$
Last Year	2 <sup>nd</sup> Quarter 941, June 30	Line 11 \$
		<b>Total \$</b>

**Please check the appropriate box and sign below**

<i>If the total tax liability is less than \$50,000...</i>	<i>If the total tax liability is \$50,000 or more...</i>	<i>All new business without previous liability...</i>
<b>Monthly Depositor</b>	<b>Semi-Weekly Depositor</b>	<b>Monthly Depositor</b>
<input type="checkbox"/> I certify that our federal tax deposit schedule is <i>Monthly</i> . I have completed the worksheet above and find my liability to be less than \$50,000 for the lookback period and have not processed any payroll which incurs an accumulated liability of \$100,000 or more from July 1, 2001 through today.	<input type="checkbox"/> I certify that our federal tax deposit schedule is <i>Semi-Weekly</i> . I have completed the worksheet above and find my liability to be \$50,000 or more for the lookback period.	<input type="checkbox"/> I certify that I have incurred no tax liabilities for the EIN: _____ during the lookback period. I have completed the worksheet above and have found my liability to be zero. I have not processed any payroll that incurs an accumulated liability of \$100,000 or more.

I certify that the above information is true and correct. I understand that should my deposit schedule change, it is my responsibility to advise Advantage Payroll Services immediately of the change, in writing. I understand that Advantage Payroll Services will not be held responsible for any errors or penalties incurred based on the information I have provided.

Client Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



**STATE OF MAINE  
MAINE REVENUE SERVICES  
24 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0024**

**LIMITED POWER OF ATTORNEY FORM**

**Please read, fill out, and sign this form if you wish to appoint an attorney-in-fact ("AIF"). Your tax record information kept by MRS is confidential by law. This includes all returns and filings made by you. This form allows MRS to discuss your tax record information with your AIF. Your tax records are all your tax information on file with MRS.**

**I understand that my tax records are confidential under State law.**

**I authorize my named AIF to discuss information in my tax records with MRS.**

**I authorize MRS to discuss information in my tax records with my named AIF.**

Name of AIF (print): Advantage Payroll Services, Inc.

Address of AIF: 1175 John Street, West Henrietta, NY 14586

Ph. Number : 866-717-9778

Tax Type: Withholding Tax Period: \_\_\_\_\_

Name of Taxpayer (print): \_\_\_\_\_

Date of Birth: N/A

Social Security Number/Tax ID Number : \_\_\_\_\_

Address of Taxpayer : \_\_\_\_\_

Ph. Number : \_\_\_\_\_

\_\_\_\_\_  
Taxpayer Signature, Title Date

ADV0045 0/12

**NOTICE: This form does NOT revoke other power of attorney forms on file with MRS.**

Revised 08/11

MAINE DEPARTMENT OF LABOR  
Bureau of Unemployment Compensation  
47 State House Station  
Augusta ME 04333-0047

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ UI Account No. \_\_\_\_\_  
(Business name)

having its principal office at \_\_\_\_\_ Federal ID No. \_\_\_\_\_  
(Business mailing address)

\_\_\_\_\_  
(City) (State) (Zip Code)

hereby constitutes and appoints

Advantage Payroll Services, Inc.  
(Designated authority)

1176 John Street  
(Designated authority mailing address)

West Henrietta NY 14586  
(City) (State) (Zip Code)

its true and lawful attorney in fact with full power and authority to represent said company before the Maine Department of Labor, Bureau of Unemployment Compensation, effective immediately and until this authority has been superseded by another or has been revoked in writing in connection with any and all unemployment insurance matters as indicated below.

Please check all that apply

- 1. Filing of completed forms, including claims for refund or account adjustments, assessments, liability or status determinations, contribution rate and wage record reports.
- 2. Payment of contributions and any penalties and interest assessed on the account.
- 3. Obtaining and discussion of all account information required and authorized by the Maine Employment Security Law.
- 4. All matters affecting the experience record and contribution rate of the employer account.
- 5. Employee wage and separation information and employer's appeal of benefit claims.

Please confirm and provide the mailing address for items 6 and/or 7 below.

6. Send a copy of all mailings pertaining to unemployment benefits to:

\_\_\_\_\_  
(C/O Name) (Mailing Address) (City) (State) (Zip Code)

7. Send a copy of all mailings pertaining to unemployment taxes to:

\_\_\_\_\_  
(C/O Name) (Mailing Address) (City) (State) (Zip Code)

IN WITNESS WHEREOF, the said \_\_\_\_\_  
(Signature of Owner, Officer or Member)

has caused this instrument to be duly attested by the signature of its duly qualified officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**This authorization cancels and supersedes all prior authorizations.**

Printed Name of Owner, Officer or Member:	Title:
---	--------

<b>QUESTIONS ABOUT THIS NOTICE?</b> Call: (207) 621-5120; Fax: (207) 287-3733; TTY (Deaf / Hard of Hearing): 1-800-794-1110; E-mail address: <a href="mailto:division.uctax@Maine.gov">division.uctax@Maine.gov</a>
---



# Signature Scan Form

Please forward the Original to your Local Advantage Office.

Date: \_\_\_\_\_ Associate - Client # \_\_\_\_\_ - \_\_\_\_\_

Client Name: \_\_\_\_\_ DBA Name: \_\_\_\_\_

Is this a Direct Key Client?  Yes (or)  No If so, what Kind?  Pace  Instant Payroll

This form is being used to record the proper, authorized signature for scanning. Please use the following guidelines:

**Client Instructions:**

1. Verify that this signature is the proper, authorized signature for your business/organization.
2. Use a good quality pen (blue or black ink only) when signing your name.
3. Please keep your signature within the box. The box represents the space available for signatures on the check. The signature must not touch the box in any way. (Only the signature will get scanned).
4. If two people are required to sign, then both signatures must be entered in the same box as specified below. (One above the other) Please write small enough to stay within the box provided and consider which signature you want to appear on top

**Customer Service Rep Instructions:**

1. It is imperative that this document **NOT BE FAXED** after it has been signed!! The original signature must be sent to the Support Department by the Customer Service Rep. To submit this request to Support, please scan the form and email to the Help Desk. If you do not have a scanner, the original form must be mailed to Support and your request will not be processed until that document is received - even it is past the turn around time.

### Boxes for One Signature Only

(Note: Signature must be within the box – not touching the lines.)

David R Sands

← (Correct)

David R Sands

(Wrong) →

Please sign your name below

This is an extra box, if needed

Only one box will be scanned

### Boxes for Two Separate Signatures

David R Sands

---

Susan M. Sands

← Example

Please sign each name below

This is an extra box, if needed

**Note: Only Client Owned Checks can have a Signature Scan or Logo— Advantage Checks can not have either.**



# Enrollment Form

- Client Enrollment (Complete Section 1)     
  Grant Access to my Accountant/3<sup>rd</sup> Party (Complete Section 2)     
  Multi-Client User (Complete Sections 1&3 or 2&3)

CSR Name

**ALL FORMS MUST BE TYPED - HAND WRITTEN FORMS WILL BE RETURNED**

## Section 1. Client Enrollment Information

- Full Processing Online Payroll       Online Reporting Only  
 Standard Login       Multi-Client Login (if change affects multiple clients, list clients to add in Section 3)

Client Number      Client Company Name

→ E-Mail (mandatory)      Is this Client a Direct Key? Yes  No

→ User Name (No more than 25 characters including spaces) \*NOTE: Password Resets Online for Usernames containing an & symbol will FAIL.\*

Indicate if user name is:  Uppercase     Lowercase    OR     Combination

## Section 2. Grant Access to my Accountant/3<sup>rd</sup> Party (Online Reporting ONLY)

I authorize the accounting firm/accountant listed below to access my payroll data until further notice, using the following service:  Online Reports

- Standard Login       Multi-Client Login (if change affects multiple clients, list clients to add in Section 3)

Client Number      Client Company Name

Accounting Firm Name

Accountant E-mail (mandatory)      Accountant Phone (    )-    -

Accountant Name      User Name (No more than 25 characters including spaces)

Indicate if user name is:  Uppercase     Lowercase    OR     Combination

Client's Signature \_\_\_\_\_ Date \_\_\_\_\_

## Section 3. Multi-Client Enrollment Information

List new clients for which this multi-user will have access:

-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-



## Direct Deposit Enrollment/Change Form

Company Name \_\_\_\_\_ Client Number \_\_\_\_\_

Employee/Worker Name \_\_\_\_\_ Employee/Worker Number \_\_\_\_\_

**EMPLOYEE/WORKER:** Retain a copy of this form for your records. Return the original to your employer.

**EMPLOYERS:** Return this form to your local Advantage office. For clients using on-line services, please retain a copy of this document for your records.

**COMPLETE TO ENROLL / ADD / CHANGE BANK ACCOUNTS - PLEASE PRINT IN BLACK/BLUE INK ONLY**

Type of Account	Bank Account Number*	Routing/Transit Number	Financial Institution ("Bank") Name	I wish to deposit (check one):
<input type="checkbox"/> Checking <input type="checkbox"/> Savings				<input type="checkbox"/> _____ % of Net <input type="checkbox"/> Specific Dollar Amount \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay
<input type="checkbox"/> Checking <input type="checkbox"/> Savings				<input type="checkbox"/> _____ % of Net <input type="checkbox"/> Specific Dollar Amount \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay

One of the following is required to process this enrollment (check one):

- Voided check with name imprinted (no starter checks)
- Deposit slip (only accepted if the verblage "ACH R/T" appears before the routing number)
- Bank letter or specification sheet (the signature of your local bank representative MUST be included)

Other Bank Documentation - If this box is checked the employer must sign this confirmation:

I confirm that the above named employee/worker has added or changed a bank account for direct deposit transactions processed by Paychex, Inc.

Employer Signature: \_\_\_\_\_ Date \_\_\_\_\_

\*Certain accounts may have restrictions on deposits and withdrawals. Check with your bank for more information specific to your account.

**COMPLETE IF CHANGING EXISTING DEPOSIT AMOUNTS - PLEASE PRINT IN BLACK/BLUE INK ONLY**

Bank Account Number*	Routing/Transit Number	Financial Institution ("Bank") Name	Change My Deposit Amount to:
			<input type="checkbox"/> From _____ % to _____ % of Net <input type="checkbox"/> From \$ _____ .00 To \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay
			<input type="checkbox"/> From _____ % to _____ % of Net <input type="checkbox"/> From \$ _____ .00 To \$ _____ .00 <input type="checkbox"/> Remainder of Net Pay

**EMPLOYEE/WORKER CONFIRMATION STATEMENT**

**PLEASE SIGN IN BLACK/BLUE INK ONLY**

I authorize my employer to deposit my wages/salary into the bank accounts specified above. I agree that direct deposit transactions I authorize comply with all applicable law. My signature below indicates that I am agreeing that I am either the accountholder or have the authority of the accountholder to authorize my employer to make direct deposits into the named account.

Employee/Worker Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note:** Digital or Electronic Signatures are not acceptable.



# Form W-4 (2015)

**Purpose.** Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

**Exemption from withholding.** If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

**Note.** If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

**Exceptions.** An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- is age 65 or older,
- is blind, or
- will claim adjustments to income; tax credits; or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

**Basic instructions.** If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

**Head of household.** Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

**Tax credits.** You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 505 for information on converting your other credits into withholding allowances.

**Nonwage income.** If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 505 to find out if you should adjust your withholding on Form W-4 or W-4P.

**Two earners or multiple jobs.** If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

**Nonresident alien.** If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

**Check your withholding.** After your Form W-4 takes effect, use Pub. 505 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

**Future developments.** Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at [www.irs.gov/w4](http://www.irs.gov/w4).

## Personal Allowances Worksheet (Keep for your records.)

<b>A</b>	Enter "1" for yourself if no one else can claim you as a dependent . . . . .	<b>A</b>	<input type="text"/>
<b>B</b>	Enter "1" if: <div style="display: inline-block; vertical-align: middle; border-left: 1px solid black; border-right: 1px solid black; padding: 0 5px;"> <ul style="list-style-type: none"> <li>• You are single and have only one job; or</li> <li>• You are married, have only one job, and your spouse does not work; or</li> <li>• Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less.</li> </ul> </div>	<b>B</b>	<input type="text"/>
<b>C</b>	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.) . . . . .	<b>C</b>	<input type="text"/>
<b>D</b>	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return . . . . .	<b>D</b>	<input type="text"/>
<b>E</b>	Enter "1" if you will file as head of household on your tax return (see conditions under <b>Head of household</b> above) . . . . .	<b>E</b>	<input type="text"/>
<b>F</b>	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit . . . . .	<b>F</b>	<input type="text"/>
<b>(Note.</b> Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)			
<b>G</b>	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> <li>• If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children.</li> <li>• If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child . . . . .</li> </ul>	<b>G</b>	<input type="text"/>
<b>H</b>	Add lines A through G and enter total here. <b>(Note.</b> This may be different from the number of exemptions you claim on your tax return.) ▶	<b>H</b>	<input type="text"/>

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form <b>W-4</b> Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Employee's Withholding Allowance Certificate</h2> <p style="font-size: small; margin: 0;">▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074  <h1 style="margin: 0;">2015</h1>
1 Your first name and middle initial <input style="width: 100%;" type="text"/>		2 Your social security number <input style="width: 100%;" type="text"/>
Home address (number and street or mail route) <input style="width: 100%;" type="text"/>		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.
City or town, state, and ZIP code <input style="width: 100%;" type="text"/>		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2) <input style="width: 100%;" type="text"/>		6 <input style="width: 100%;" type="text"/>
6 Additional amount, if any, you want withheld from each paycheck <input style="width: 100%;" type="text"/>		7 <input style="width: 100%;" type="text"/>
7 I claim exemption from withholding for 2015, and I certify that I meet both of the following conditions for exemption. • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. <input style="width: 100%;" type="text"/>		
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.		
Employee's signature (This form is not valid unless you sign it.) ▶ <input style="width: 100%;" type="text"/>		Date ▶ <input style="width: 100%;" type="text"/>
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.) <input style="width: 100%;" type="text"/>		9 Office code (optional) <input style="width: 100%;" type="text"/>
		10 Employer identification number (EIN) <input style="width: 100%;" type="text"/>

# Paychex stratustime<sup>®</sup>

Welcome to Paychex! We are pleased you chose us as your time and attendance service provider. As our customer, you can count on us to provide you with an advanced time and attendance system that adds improved productivity, accuracy, and reliability to your payroll process. Carefully read all the information enclosed in this setup kit.

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## Signing up is simple!

### Step 1

Your Paychex representative will assist you in completing the Software Configuration Information form.

### Step 2

Read and sign the Paychex<sup>®</sup> stratustime<sup>®</sup> Agreement.

### Step 3

Complete the Client Information form.

### Step 4

Designate a checking account from which money will be transferred for stratustime. Attach a voided check for the account.

### Step 5

Your Paychex representative will complete the applicable sections of the Client Demographics Checklist prior to order submission.

### Step 6

Complete the Paychex stratustime<sup>®</sup> Maintenance Agreement when purchasing time clocks for use with stratustime.

**Step 1: Select a system.**

Office/Client Number \_\_\_\_\_

**Order Form for stratustime**

Federal ID Number \_\_\_\_\_

Paychex Representative **Joseph Raimondi**

PRINT

**Part A - Choose a stratustime solution** (select one) recurring fees associated

Description	Lease Price	Purchase Price	Qty	Total
	Per Employee/Monthly	Per Employee/Monthly		
<b>Software Access</b>				
Usage of stratustime per employee per month (PEPM)(*minimum monthly fee \$99 for 0 to 24 employees)	\$4.00	\$4.00	40	160
Usage of stratustime with Time Off Accruals Module	\$0.50 x PEPM	\$0.50 x PEPM	40	20
Usage of stratustime with Points Tracking Module	\$0.25 x PEPM	\$0.25 x PEPM		
Usage of stratustime with Mobile Module	\$1.00 x PEPM	\$1.00 x PEPM	40	wave
Usage of stratustime with IVR	\$0.09 per minute	\$0.09 per minute		
	Monthly/Per Terminal			
Web kiosk	\$50.00			
<b>Clock</b>	Monthly/Per Clock	One Time/Per Clock		
Proximity 2000 Purchase		\$2,000.00		
Proximity 2000 Lease	\$100.00			
<i>25 proximity badges will be included at no charge with clock.</i>				
Proximity 2000 Maintenance - Annually		\$300.00/annually		
Biometric 2500 Purchase		\$2,400.00		
Biometric 2500 Lease	\$140.00			
<i>25 badges will be included at no charge with clock.</i>				
Biometric 2500 Maintenance - Annually		\$380.00/annually		
Proximity 2000 HID Lease (no badges come with HID clock)	\$120.00			
Proximity 2000 HID Purchase (no badges come with HID clock)		\$2200.00		
Proximity 2000 HID Maintenance - Annually		\$330.00/Annually		
Biometric 2500 HID Lease (no badges come with HID clock)	\$160.00			
Biometric 2500 HID Purchase (no badges come with HID clock)		\$2800.00		
Biometric 2500 HID Maintenance - Annually		\$390.00/Annually		

**Part B - One Time fees** (paid in first month's invoice)

Setup Fee	One Time	One Time		
<b>Active Employee Count</b>				
1-25 employees	\$600.00	\$600.00		
26-99 employees	\$1,000.00	\$1,000.00	1	800
100-250 employees	\$2,000.00	\$2,000.00		
251-500 employees	\$4,000.00	\$4,000.00		
501-999 employees	\$7,000.00	\$7,000.00		
1000+ employees	\$10,000.00	\$10,000.00		
<b>Accessories</b>	One Time	One Time		
25 Proximity Badges	\$62.50	\$62.50		
Badge Rack - Mounts vertically; holds up to 40 badges (36" x 3")	\$55.00	\$55.00		
Battery Backups with Charger Board	\$110.00	\$110.00		
2 GB SD Card		\$20.00		
12V DC External Battery Backup		\$100.00		
12V POE Adapter		\$250.00		

**Part C - Shipping Method**

Ground - Shipping \$25.00 per delivery location

<b>Monthly Package Fee</b>	\$ 180.00
(Total of A)	
<b>One Time Fee</b>	\$ 800
(Total of B & C)	
<b>Total First Month Fee</b>	\$ 980.00
(Total of A, B, & C)	
Client will be charged all applicable taxes.	

Initial here to confirm your acceptance of the fees specified above and the payment terms contained in the Paychex® stratustime® Agreement.

INITIALS

E-mail: TAA\_Orders@paychex.com

Step 2: Read and sign this form.

**Paychex stratustime® Agreement**

This Paychex stratustime® Agreement ("Agreement") is entered into between Paychex, Inc. ("Paychex"), located in Rochester, New York and the Company identified above ("Client"). This Agreement sets forth the terms and conditions applicable to (i) Client's right to access and use Paychex' Internet-based time and attendance software application called stratustime (the "Application") via Paychex' product website ("Website"), (ii) electronic data collection terminal(s) ("Time Clock") leased or purchased from Paychex, and (iii) all installed Paychex time and attendance software ("Time Clock Software"), and performance of support and maintenance services described below (collectively "Services"), pursuant to an Order Form submitted by Client and accepted by Paychex. The term Application will be deemed to include the Time Clock Software. The Agreement will continue until terminated in accordance with its provisions.

1. **Services.** Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services to be performed, nor will Paychex be deemed a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's employees, or the employer or joint employer of Client's employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, and local statutes, regulations, or ordinances including, but not limited to, the Fair Labor Standards Act or any state equivalent. Client agrees to comply with any and all applicable federal, state, and local laws or ordinances.
2. **Service Effective Date.** Paychex will not commence any Services until Paychex receives all documents necessary to begin the Services and notifies Client of the date Paychex will commence the Services ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates and Paychex may commence performance for one (1) or more Services without obligating itself to commence all Services selected by Client. **Until the Service Effective Date, Client will provide for itself, the Service requested of Paychex. Paychex assumes no responsibility for the Service prior to the Service Effective Date.**
3. **Terms and Conditions of stratustime.**

Paychex will provide Client access to stratustime, an Internet-based time and attendance solution used for recording hours worked. The Services under this Agreement are only required when the Time Clock and Application are operated by Client according to the User Manual and in an environment that meets the minimum requirements. The support provided by Paychex consists of the following:

  - A. **Hardware.** Covered equipment includes the purchased or Leased Equipment from Paychex, but *excludes* the accessories purchased by Client. In the case of covered hardware failure, Client must notify Paychex.
    1. **Leased Equipment.** If replacement of Leased Equipment is required, replacement equipment will be shipped. All service, labor, and ground shipping charges are covered by Client's monthly payments. Upon receipt of replacement equipment, the Client is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment. In the event of damage to any of Paychex' Leased Equipment as a result of Client's, its employees', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Equipment as provided above, Client agrees to pay for all necessary repairs or replacement.
    2. **Purchased Equipment.** Client must execute the separate Paychex® stratustime® Maintenance Agreement in order to receive the hardware support and maintenance services for purchased equipment. For an additional fee, Paychex will

Company Name \_\_\_\_\_  
Office/Client Number \_\_\_\_\_  
Federal ID Number \_\_\_\_\_

provide support of purchased equipment as set forth in the Paychex® stratustime® Maintenance Agreement

**B. Telephone Support.** Unlimited telephone calls will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.

4. **Client Contacts.** Client will designate contacts that will provide Paychex with information and directives necessary for Paychex to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of Client Information provided by payroll contacts and/or Client.
5. **Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. **Client acknowledges that Client is responsible for any delay in the performance of Services, and additional processing Fees incurred as a result of its failure to provide timely and accurate Client Information. Paychex shall not be required to obtain authorization from Client to act on Client Information.**
6. **Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
7. **Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
8. **Software Licenses.** Client has been granted access to the Application, and has received, or may receive, certain computer software relating to Services selected by Client, including, but not limited to, the Application. Client agrees that in the event that it does not accept all of the terms and conditions of any and all Paychex Application, and/or third-party Application, and any and all applicable license agreements provided to Client now or in the future, that Paychex will not be obligated to perform Services dependent upon the Application.
9. **Payment of Fees.** Following Client's receipt of the Time Clock(s), and/or, in the case of Web-punch only, following the completion of Paychex providing Client with Application training, Paychex will invoice Client monthly for the fees shown on the Order Form for stratustime ("Fees"). Client agrees to pay all amounts invoiced by Paychex under the Agreement through an Electronic Funds Transfer (EFT) transaction or such other payment method as required by Paychex when due. Paychex' fees are subject to change at any time with thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client and Client hereby waives any right to interest that may accrue on said security deposit. Six months following the Service Effective Date and again at 12 months following the Service Effective Date, Client may opt to purchase any Leased Equipment for a fee.
10. **Electronic Funds Transfer.** If Paychex requires payment of Fees through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Fees due will be on deposit in Client's bank account in collectible form and in sufficient amount when due ("Funding Deadline"); and (iii) authorizes Paychex to collect all Fees due from Client's bank account on the Funding Deadline. All EFT's are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA as they are amended from time-to-time; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's Fees is received from a foreign financial agency.
11. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Fees due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.

**12. Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Fees due, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. **Client acknowledges that Client is responsible for any delay in the performance of Services if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**

**13. Client's Responsibility.** Client agrees to accept the following obligations and responsibilities as a condition precedent for Paychex' performance of Services:

**A.** Pursuant to the Order Form for stratumtime, the terms of which are incorporated herein, Client agrees to make fee payments for (i) the Services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance Services

**B. Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture; (v) Client will not allow any other party to file any lien or security interest on Leased Equipment; and (vi) this Agreement does not apply to Leased Equipment damage from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the covered Leased Equipment by Client or any other third party. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex' interest in the Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.

**C.** Client agrees not to damage Paychex' Leased Equipment and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required.

**D. License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("License") to use the Application from the Web server location chosen by Paychex. Client may only use the Application in accordance with the terms of this Agreement. Access to the Application will end upon termination of this Agreement, and Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.

**E.** Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with the Services including, without limitation, state and federal wage and hour laws and regulations and laws relating to collection, storage and use of biometric information.

**F.** Client agrees that Paychex may require access to Client's computer systems and/or Client's Online Account (as defined in Section 22 hereof) to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Service, and Client hereby consents to such access by Paychex.

**14. Client's Default.** Client is in default of this Agreement if it (i) fails to have sufficient funds to pay Paychex timely, or (ii) allows damage to, or fails to return Paychex' Leased Equipment, or (iii) violates any limitations or restrictions on its right to use the Application. In the event of a Client default, Paychex may, at its sole option, terminate this Agreement without notice and declare all amounts owed by Client to Paychex immediately due and payable. Upon a Client default, Client agrees to indemnify and hold Paychex harmless and to pay Paychex for all costs, losses, damages, or expenses incurred, including, but not limited to, attorneys' fees, and court costs, and EFT reissuance charges plus interest on all sums owed at the rate of one and one-half percent (1½%) per month from the date each sum was due. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.

**15. Refund/Adjustment.** No refunds will be given after the Service Effective Date, except that Paychex may issue a refund to Client if Client requests the refund in writing within thirty (30) days of receiving their purchased equipment. Client agrees that Paychex may apply any balances it is holding for Client to amounts due owed to Paychex or its affiliates.

**16. Termination.** Except as otherwise provided, this Agreement may be terminated by Client or Paychex upon thirty (30) days prior written notice

and Client's completion of termination paperwork provided by Paychex. Upon termination, Client is required to cease use of the Application and return all Leased Equipment (Time Clocks, adaptors, power supplies, CDs, etc.) to Paychex within ten (10) business days. If Client fails to return the Leased Equipment in the time required, or damages it beyond normal wear and tear, Client will be charged a fee of \$750 per terminal. Termination of this Agreement shall not relieve Client of any obligations herein, including its payment and return obligations.

**17. Limit of Liability.** Paychex can only be held liable for breach of the Agreement and will not be held liable for: (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's use of any equipment or Services to be provided by Paychex hereunder, including, without limitation, state and federal wage and hour laws and laws relating to collection, storage, and use of biometric information; or (v) Client's breach of NACHA. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

**18. Indemnification.** Client will indemnify, defend, and hold Paychex and its respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with: (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of the Application; (iii) Client's breach of NACHA; or (iv) Client's breach of any warranty set forth in the Agreement.

**19. Copyright.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the Application and any changes, modifications, or corrections to the Application. If Client is ever held or deemed to be the owner of any copyright rights in the Application or any changes, modifications, or corrections to the Application, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.

**20. Confidentiality of Software.** Client acknowledges that the Application contains valuable trade secrets and confidential information owned by Paychex or third parties (collectively "Confidential Information"). Client agrees that Client, its employees, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the Application or Confidential Information. Client will take appropriate action with Client's employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Confidential Information. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.

**21. Client Confidential Information.** "Client Confidential Information" will mean all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, and the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) perform analysis to determine Client's qualification to receive future services; and (iv) collect Fees due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references of Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. The obligations set forth in this

section will not apply to any Client Confidential Information that: (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure.

**22. Client Online Account.** In the event Client accesses Services online or through any mobile or other electronic devices ("Client Online Account"), Client is solely responsible for (i) designating who is authorized to have access to Client's Online Account; (ii) safeguarding all of Client's passwords, usernames, logins or other security features used to access Client's Online Account ("Client Online Account Access"); (iii) Client's use of Client's Online Account under any usernames, logins or passwords; (iv) ensuring that use of Client's Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of Client's Online Account caused by Client's actions or inactions, including, without limitation, its failure to safeguard Client Online Account or Client Online Account Access. Client is solely responsible for the maintenance and routine review of computing and electronic system usage records (i.e. log files) and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's employees or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of Client Online Account as set forth in this section.

**23. Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages

excluded in the Limit of Liability provision. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity.

**24. Assignability.** Neither party may assign the Agreement to any third parties, other than successors, without the prior written consent of the other party. Any assignment made without such consent will be null and void.

**25. Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

**26. Miscellaneous.** The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof. Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the termination provisions. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 1-26 will survive the termination of the Agreement.

Client understands that this Agreement (Rev. 10/14) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-26 of this Agreement.

**Authorized Officer's Name** \_\_\_\_\_ **Title** \_\_\_\_\_  
PRINT

**Authorized Officer's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Step 5: Complete all applicable information and include this page with order.

## Client Demographics Checklist

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Administrator for stratustime \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Alternate stratustime Contact \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_

Core Transfer?  Yes  No

If Yes, provide the following:

\_\_\_\_\_  
PREVIOUS OFFICE/CLIENT NUMBER      PREVIOUS FEDERAL ID NUMBER

Estimated stratustime Start Date \_\_\_\_\_  
Required for new Paychex clients

First Payroll Run Date \_\_\_\_\_  
Required for new Paychex clients

Next Run Date \_\_\_\_\_  
Required for current Paychex clients

### First Check Date for stratustime

Payroll Frequency  Weekly  Biweekly  Semi Monthly  Monthly  Custom

Total Company Employee Count \_\_\_\_\_

This Payroll ID Employee Count \_\_\_\_\_

Number of IDs \_\_\_\_\_

Additional IDs (Branch/Client #)


### Paychex Contact Information

Account Specialist or CSR \_\_\_\_\_

Processing Branch # \_\_\_\_\_

Telephone Number \_\_\_\_\_

PHRS HRG \_\_\_\_\_

Major Account Manager \_\_\_\_\_

## Step 6: Read and complete this form when purchasing time clocks for use with stratustime.

### Paychex® stratustime® Maintenance Agreement

Company Name \_\_\_\_\_

Office/Client Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Parent ID (if applicable) \_\_\_\_\_

Paychex and Client hereby enter into this Maintenance Agreement ("Agreement") effective on the date specified below. This Agreement (Rev. 10/14) shall cover the electronic data collection terminal(s) ("Time Clock") owned by Client.

1. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year from the date listed below unless sooner terminated by Client or Paychex in accordance with the terms herein. In the event that this Agreement expires and Client desires to renew support, Paychex may agree to renew provided that client shall pay a reinstatement fee equal to the cost of support during the period of such lapse, and client will thereafter be charged at the then current rate of support.
2. **Services to be Performed.** The support provided by Paychex under this Agreement consists of the following:
  - A. **Time Clock Maintenance.** This maintenance option covers all time clocks currently supported by Paychex stratustime. Accessories purchased by Client are not covered by this Agreement. In the event of covered hardware failure, customer must notify Paychex. At Paychex' sole option, it may repair or replace a covered Time Clock. If replacement of a covered Time Clock is required, a replacement Time Clock will be shipped to Client. At Paychex' sole option, a replacement Time Clock may be either new or refurbished. In the event that the same model is not available, Paychex may, in its sole discretion, ship a different model. If a different model is shipped, Paychex will supply connection cables for the replacement model. Client agrees to separately purchase any other accessories or components of any type which are not compatible with the replacement model. All service, labor, and ground shipping charges are covered by Client's annual payment for this Agreement. Upon receipt of replacement equipment, the customer is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment.
  - B. **Telephone Support.** Unlimited telephone calls will be accepted during normal working hours 8:00 a.m. to 8:00 p.m. ET (Monday through Friday).
3. **Payment of Fees and Amounts Due.** Client hereby agrees to pay the annual fee required for the maintenance option selected. Paychex shall not be obligated to perform any service(s) under this Agreement until it has received the full annual payment from Client.
4. **Electronic Funds Transfer.** If Paychex requires payment of the annual fee through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the annual fee due will be on deposit in Client's bank account in collectible form and in sufficient amount when due ("Funding Deadline"); and (iii) authorizes Paychex to collect the annual fee due from Client's bank account on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA as they are amended from time-to-time; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's annual fees is received from a foreign financial agency.
5. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of the annual fee due by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
6. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect the annual fee due, including, but not limited to, reissuance of the EFT and assessing insufficient funds fees. **Client acknowledges that Client is responsible for any delay in the performance of Services if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
7. **Client's Responsibility.** If replacement equipment is sent to Client by Paychex, all faulty equipment forwarded to Paychex by Client as required above becomes the property of Paychex. In the event that damage to any of the covered equipment occurs as a result of Client's, its employees', or its agents' acts or omissions beyond normal wear and tear, or if Client fails to return equipment as provided above, Client agrees to pay for all necessary repairs or replacement as determined by Paychex. Client also agrees that this Agreement does not apply to equipment damage resulting from or related to fire, flood, lightning or other sudden accidental events, theft, misuse or abuse, or modification or servicing of the covered Time Clocks by Client or any other third party.
8. **Client's Default.** Client is in default of this Agreement if it fails to pay, or in any way rescinds its payment of, the annual maintenance fee required for the maintenance, or any other sum due, or fails to return faulty equipment as required herein. In the event of a Client Default, Paychex may, at its sole option, terminate this Agreement without notice and declare all amounts owed by Client to Paychex immediately due and payable. Upon a Client Default, Client agrees to indemnify and hold Paychex harmless and to pay Paychex for all costs, losses, damages, or expenses incurred, including, but not limited to, reasonable attorneys' fees, in-house counsel fees, plus interest on all sums owed at the rate of one and one-half percent (1½%) per month from the date each sum was due. In the event of Client Default or termination for any reason Client agrees that no portion of the annual fee will be returned.
9. **Termination.** Except as otherwise provided, this Agreement may be terminated by Client or Paychex upon thirty (30) days prior written notice.
10. **Limit of Liability.** Client agrees that Paychex shall not be liable for any negligent act or omission, or the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under this Agreement, or Client's breach of NACHA. **Paychex shall not, under any circumstances or theory, be liable for direct, special, indirect, incidental, or consequential damages of any type which Client may incur as a result of Paychex' performance, breach of this Agreement, or supply of any equipment, service, or software, including, but not limited to, personal injury or property damage that may result from software or equipment sold or provided under this Agreement, or as a result of Paychex' exercise of its rights under this Agreement, even if Paychex has been advised of the possibility of such damages.**
11. **Miscellaneous.** This Agreement shall be governed by the laws of the State of New York. Except as provided herein, any dispute arising out of or in connection with this or other Agreements shall be determined by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association. Any dispute arising out of, or in connection with, any other agreement between the parties may be consolidated into the same arbitration proceeding. However, Paychex may, in its sole discretion, commence an action in any court of competent jurisdiction within the County of Monroe, State of New York, for any monies due and owing from Client to Paychex. Client hereby waives any jurisdictional defenses and submits to the exclusive jurisdiction of the New York courts. The parties agree that the prevailing party in arbitration or in any judicial proceedings be awarded costs and attorneys' fees (including in-house counsel fees) and that arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. This Miscellaneous provision shall survive the termination of the Agreement. This Agreement contains the entire understanding of the parties and cannot be orally or otherwise modified except as stated herein. Paychex may modify any term of



Company Name \_\_\_\_\_  
Office/Client Number \_\_\_\_\_  
Federal ID Number \_\_\_\_\_  
Parent ID (if applicable) \_\_\_\_\_

the Agreement by written notice to Client of such change and the effective date thereof. Client shall be deemed to have accepted and agreed to such changes unless Client elects to terminate this Agreement by written notice to Paychex prior to the effective date of the change. If any portion of this Agreement shall be held to be unenforceable, the enforceability of the remainder of the Agreement shall not in any way be affected. The parties agree that a copied and/or faxed signature page of this Agreement will suffice as the original.

- 12. **Disclaimer of Warranty.** With regard to all services provided, Paychex hereby disclaims any and all implied warranties.
- 13. **Assignability.** The Agreement may not be assigned by Client to any third parties other than successors, without the prior written consent of Paychex. Any assignment made without such consent shall be null and void.

Authorized Officer's Name \_\_\_\_\_ Title \_\_\_\_\_  
PRINT

Authorized Officer's Signature \_\_\_\_\_ Date \_\_\_\_\_

# SALES ORDER

**Town Of Raymond**  
**401 Route 85**  
**Raymond, ME 04071**  
**United States**

Today's Date: 10/16/2015  
 Quote Number: 02-2015-1133697.1

Control Start Date: 1/15/2016

Executive Contact  
**Nancy Yates**  
 Finance Director  
**nancy.yates@raymondmaine.org**  
**207-655-4742 x{132}**

ADP Sales Associate  
**Brian Bakke**  
**brian.bakke@adp.com**  
**(207) 842-6922**

Number of Employees for Payroll processing : 40 on control: Town Of Raymond

Processing Fees	Count	Min	Base	Rate	Bi-Weekly Fee	Annual Totals
Workforce Now Essential Plus Payroll* - 10.0%	40		\$95.00	\$2.25	\$185.00	\$4,810.00
<b>Essential Plus Payroll</b>						
Tax Filing Service						Employee and Manager Self Service
Payment Services						Access to Mobile Apps
Reports Library and Custom Report Writer						Employee Discount Program
Wage Garnishment Processing						New Hire Reporting
Paid Time Off Tracking						Group Term Life Auto Calculation
General Ledger Solution						One Delivery Location
Online Reports and Pay Statements						
iReports with iArchive	40			\$0.20	\$8.00	\$208.00
<b>iReports with iArchive</b>						
*Discount					<\$18.50>	<\$481.00>
<b>Sub Total</b>					\$174.50	\$4,537.00
Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now Essential Time and Attendance	40	\$250.00		\$5.00	\$250.00	\$3,000.00
<b>Essential Time</b>						
Time Collection						Rule Based Calculations
PTO Management & Reporting						Scheduling
Request & Approval Workflows						Mobile Access
ADP Portal with Customized Content						Paid Time Off Accruals
Workforce Now HR Solutions * - 10.0%	40			\$5.00	\$200.00	\$2,400.00
<b>Essential HR</b>						
Compliance Reporting						HR Compliance Library
Policy Acknowledgement						Custom Fields
Employee Development Tracking						Organization Charting
Employee and Manager Self Service						ADP Portal with Customized Content
Paid Time Off Accruals						Access to Mobile Apps
<b>Essential Benefits</b>						
Multiple Benefit Plan Types						ACA Compliance Dashboard
Flexible Rate Structures						Dependent & Beneficiary Tracking
Notifications & Approval						Cobra Event Triggers
Benefit Plan Creation						

**Billing for Essential Time and any module bundled under HR Solutions will begin on the earlier of (i) the date the ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the date of this sales order unless otherwise set forth in the applicable terms and conditions. The billing count for Essential Time is based on all non-terminated**

employees in the Time Module. The billing count for the HR Solutions is based on all employees in the database that have not been archived. Any 'non-archived' employees coded as Non-Paid will be billed separately.

*Discount	<\$20.00>	<\$240.00>
Sub Total	\$430.00	\$5,160.00

Invoice Details		Unit Fees
Additional Jurisdiction (if applicable)	2+	\$8.95 per month
Non Paid Employees		\$4.00 per employee per month

Annual Fees	Count	Min	Base	Rate	Annual Totals
Year-end W2s	40	97		\$6.55	\$262.00
Sub Total					\$262.00

Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$1,000.00
Implementation for Workforce Now Essential Plus Payroll	1	\$750.00
Implementation for Workforce Now Essential Time and Attendance	1	\$500.00
Implementation for iReports with iArchive	1	\$250.00
Sub Total		\$2,500.00

**Promotion:**

One year free of service spread over 4 years; Applies to months 7-9 each year from start date

**Summary**

Annual Total of Per Processing Fees	\$4,537.00
Total Annual Fees (Total of all annual fees)	\$262.00
Annual Total of Monthly Fees	\$5,160.00
Total One-Time Fees (Total of all one-time fees)	\$2,500.00

Start Date Type	Start Date	Goal
Payroll	1/15/2016	2 weeks
HR	3/18/2016	12 weeks
Time	3/18/2016	4 weeks

Contact Type	Contact	Phone
HR	Nancy Yates	207-655-4742 x{132}
Payroll	Nancy Yates	207-655-4742 x{132}
Time	Nancy Yates	207-655-4742 x{132}
Executive	Nancy Yates	207-655-4742 x{132}
Client Security Master	Nancy Yates	207-655-4742 x{132}
Primary	Nancy Yates	207-655-4742 x{132}

**Control Summary**

Control Name	Company Code	Pays
Control 1 Town Of Raymond		40

Client agrees to direct debit of fees for service: Yes

Expiration Date: 11/30/2015

*THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.*

**ADP, LLC**

**Client:**

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

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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



CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT - MAJORS

CLIENT NAME TOWN OF RAYMOND BRANCH CO. CODE

ADDITIONAL APPLICABLE COMPANY CODES

CLIENT agrees to one of the debit methods listed below for collection of (1) payroll tax and/or sales and use tax obligations related to ADP's Tax Filing Services, (2) payroll obligations related to ADP's TotalPay/TotalPay Plus, FSDD, ADPCheck, TotalPay Card and/or Instant Pay Services, (3) wage garnishment deduction amounts related to ADP's WGPS Services, (4) business tax deposit obligations related to ADP's Electronic Business Tax Services, (5) applicable deferrals of compensation, participant loan repayments, and employer matching or other contributions under any plan (if CLIENT receives ADP's 401(k) Services), and for (6) the applicable fees for ADP's services. With respect to ACH transactions initiated by ADP to satisfy CLIENT'S third party payment obligations, CLIENT agrees to comply with the provisions of Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP, LLC ("ADP") out of CLIENT'S applicable account specified below (the "DDA Account") at the financial institution specified below ("BANK"). If the CLIENT executes (or has already executed) a valid debit/credit authorization specifically for ADP's 401(k) and/or sales and use tax services, then the terms of such authorization shall govern with respect to those specific ADP services and this authorization shall be of no force or effect.

DEBIT METHOD (Check Applicable Box): NOTE: (ACH method will be used to collect all service fees)
ACH or PRE-AUTHORIZED DRAFT
REVERSE WIRE
REVERSE WIRE (Over ACH Dollar Limit)

BANK INFORMATION: \*(FSDD & ADPCheck funds must be debited from the same account)
Payroll Taxes Fees for Services TotalPay FSDD\* ADPCheck\* EBTS WGPS Other
BANK Transit/ABA # BANK Account #
BANK Name BANK Contact
BANK Address BANK Phone

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK, OR TOTALPAY IS INDICATED ABOVE:
Est. Net Payroll: FSDD Start Date: ADPCheck Start Date: Federal ID#:
ADPCheck Partner Bank: State (Primary State In Which checks Will be Cashed):

In consideration of BANK's compliance with this authorization, CLIENT agrees that BANK's treatment of any charge, and BANK's rights with respect thereto, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

CLIENT acknowledges and agrees that (i) ADP Payroll Services Inc. ("ADPPSI"), a licensed money transmitter, is responsible for providing the money transmission services hereunder and is a party to this Agreement and (ii) ADP's provision of services hereunder shall be deemed acceptance of this Agreement by ADP and ADPPSI. Exhibit B, to the extent applicable, contains information related to how to file a complaint in connection with the money transmission services.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any Price Quotation, Sales Order, National Account Agreement, or ADP Terms and Conditions attached to any proposal given to CLIENT, this Agreement shall control. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on Client's behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until BANK and ADP have each received such notice and have had reasonable time to act upon such notice.

CLIENT Signature Date 10/16/2015

CLIENT Representative Name & Title (Must be an authorized signatory on the accounts listed above)



**ACH or PRE-AUTHORIZED DRAFT**

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, FSDD and/or ADPCheck Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services), and (v) ADP's fees for such Services must be on deposit in the applicable DDA Account no later than (a) one banking day prior to the pay date for the applicable payroll (in the case of the Tax Filing Services, WGPS Services, TotalPay Services, FSDD Services, ADPCheck Services, TotalPay Card Services, and/or Instant Pay Services), (b) one banking day prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (c) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such services are rendered (in the case of ADP's Services Fees). ADP will initiate a transfer of such funds out of such DDA Account on such date.

**REVERSE WIRE**

CLIENT understands that funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, FSDD and/or ADPCheck Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services) must be on deposit in the applicable DDA Account no later than (a) one banking day prior to the pay date for the applicable payroll (in the case of the Tax Filing Services), (b) two banking days prior to the pay date for the applicable payroll (in the case of WGPS Services, TotalPay Services, FSDD Services, ADPCheck Services, TotalPay Card Services, and/or Instant Pay Services) or (c) two banking days prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services). ADP will cause such funds to be wire transferred from the DDA Account to one of the applicable accounts listed on the table below (unless and until changed by notice from ADP).

In consideration for the additional costs incurred by ADP in providing wire transfer service, CLIENT agrees to pay a reasonable fee (currently \$10.00) for each wire transfer.

**DIRECT WIRE FOR EXCEPTION PROCESSING**

**(Under certain conditions, CLIENT may be required to wire transfer funds to ADP prior to ADP disbursing funds to a third party).**

CLIENT agrees to wire transfer to ADP funds representing the total of (i) CLIENT's payroll tax obligations for the applicable payroll (if CLIENT receives ADP's Tax Filing Service), (ii) CLIENT's wage payment obligations for the applicable payroll (if CLIENT receives ADP's TotalPay, FSDD and/or ADPCheck Services), (iii) CLIENT's wage garnishment deduction obligations with respect to CLIENT's employees for the applicable payroll (if CLIENT receives ADP's WGPS Services), (iv) CLIENT's electronic business tax deposit obligations (if CLIENT receives ADP's Electronic Business Tax Services) and (v) ADP's fees for such Services. Such wire transfers must be completed no later than (a) one banking date prior to the pay date for the applicable payroll (in the case of the Tax Filing Services), (b) two banking days prior to the pay date for the applicable payroll (in the case of the WGPS Services, TotalPay Services, FSDD Services, ADPCheck Services, TotalPay Card Services, and/or Instant Pay Services), (c) two banking days prior to the due date of the applicable electronic business tax deposits (in the case of the Electronic Business Tax Services) or (d) the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to CLIENT after such Services are rendered (in the case of ADP's Services Fees). All funds are to be wire transferred by CLIENT as instructed by ADP to one of the accounts located at the banks listed on the table below (unless and until changed by notice from ADP).

In consideration for the additional costs incurred by ADP in providing wire transfer service, CLIENT agrees to pay a reasonable fee (currently \$10.00) for each wire transfer.

**TotalPay**

**FSDD, ADPCheck, WGPS**

BANK	ABA	DDA	DESCRIPTION
JP Morgan Chase	021000021	323269038	Reverse Wire Impound
JP Morgan Chase	021000021	323375847	Direct Wire
Deutsche Bank	021001033	00416217	Reverse Wire Impound
Deutsche Bank	021001033	00412283	Direct Wire

**Tax**

BANK	ABA	DDA	DESCRIPTION
JP Morgan Chase	021000021	9102628675	Reverse Wire Impound
JP Morgan Chase	021000021	9102628675	Direct Wire Impound
Deutsche Bank	021001033	00153170	Reverse Wire Impound
Deutsche Bank	021001033	00153170	Direct Wire Impound

**Workers Comp**

BANK	ABA	DDA	DESCRIPTION
JP Morgan Chase	021000021	304939315	Reverse Wire Impound

**NOTICE**

CLIENT acknowledges that if sufficient funds are not available by the date required pursuant to the foregoing provisions of this Agreement, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all employee wages, all wage garnishments, and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Services Fees.

CLIENT shall not initiate any ACH transactions utilizing ADP's services that constitute IAT transactions without first (i) notifying ADP of such transactions in writing utilizing ADP's "Declaration of International ACH Transaction" form (or such other form as directed by ADP) and (ii) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to CLIENT'S failure to so notify ADP of CLIENT'S IAT transactions or CLIENT'S failure to comply with applicable IAT requirements.



**ACH Debit Filters- ADP Company ID's**

For various reasons, including fraud and asset protection within financial institutions, it is becoming more common that account holders in the United States, in particular businesses; request that their bank set up a "debit filter" on their bank account. The intention of the debit filter is to block all unauthorized ACH debit transactions to a specific account, making it less likely that an account holder will incur fraud.

For ACH transactions that an account holder wants to be debited from their account, the account holder will give a listing of ACH ID's to their bank, which will allow authorized debits to process. These debit transactions, or ACH ID's, are identified by a 10 digit company ID.

ADP uses various banks to send debits to our client's accounts and has multiple company ID's attached to each of these accounts. The reason for this is to ensure that debits are processed timely, and for disaster recovery purposes. For example, if a bank is doing an upgrade to their system causing a delay, ADP will send a debit from a different account at a different bank.

ADP has no visibility of knowing if our clients have a filter set up on their account.

If you have debit filters on your account, please forward the following Company ID's to your bank for set up. It is advisable that you set up all ID's associated with the product(s) you are processing with ADP.

<u>Bank</u>	<u>Products</u>	<u>Domestic Company ID</u>	<u>IAT Company ID</u>
Bank of America	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
Bank of America	Tax	1223006057	
Bank of America	Tax	1941711111	V133036745
Bank of America	Tax	2223006057	W133036745
JP Morgan Chase	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
JP Morgan Chase	Tax, FSDD, ADPCK, WGPS, FSA	9866666608	H133036745
JP Morgan Chase	Workers' Comp	9555555505	G133036745
JP Morgan Chase	Tax	1223006057	U133036745, X133036745, Z133036745
JP Morgan Chase	WGPS	3223006057	
Harris	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
Harris	Tax	0001600238	S133036745
PNC	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
PNC	Tax	1223006057	U133036745
UBOC	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
UBOC	Tax	1223006057	U133036745
Wells Fargo	Tax, FSDD, ADPCK, WGPS	9333006057	E133036745
Wells Fargo	Tax	1223006057	U133036745
Wells Fargo	Tax	9095926528	Y133036745

If you have elected Direct Debit of Fees, you will also want to have the bank add the following ID's, so that this product's debits work properly as well.

Bank of America	DDF	9223006057
JP Morgan Chase	DDF	9659605001



### ADP Wire Breakdown Form

Name of ADP Client: \_\_\_\_\_

Name of Company Sending Wire: \_\_\_\_\_  
*(Leave blank if client name and company are the same)*

Date of Wire: \_\_\_\_\_ Master Company Code: \_\_\_\_\_

Client Contact Name: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Amount of Wire Request Sent to the Bank: \_\_\_\_\_

#### Payroll Invoices Included in Wire:

Br/Company Code	Invoice Number	Product Type	Check Date	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Amount of Payroll Invoices: \_\_\_\_\_

*The amount of the wire request must match the amount reflected on the "Total Amount of Payroll Invoices" section.*

#### Adjustment Invoices Included in Wire:

Br/Company Code	Invoice Number	Product Type	Check Date	Amount
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Amount of Adjustment Invoices: \_\_\_\_\_

This form is required with each direct wire sent.  
Fax to 909-394-6694





#### EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit - Majors (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.

#### EXHIBIT B

**California Clients see below for information about filing complaints about the money transmission service:**

If you have any complaints regarding money transmission activities, please contact California Department of Business Oversight at:

**Department of Business Oversight  
Attn: Consumer Services  
1615 K Street, Suite 200  
Sacramento, CA 95814  
Telephone: (866) 275-2677  
Email: [consumer.complaint@dbo.ca.gov](mailto:consumer.complaint@dbo.ca.gov)**



Reporting Agent Authorization (State Limited Power of Attorney & Tax Information Authorization)

Table with 3 columns: 1 Co/Code, 2 Branch, 3 Federal ID Number. Row 4: If you are a seasonal employer, check here [ ]

Tax Filing Service

(In accordance with Internal Revenue Service Revenue Procedures)

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

TOWN OF RAYMOND

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)

7 Address(number, street, and room or suite no.) 401 Route 85 City or town, state, ZIP Code and Country Raymond, ME, 04071, United States

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057, 800-235-7212

Authorization of Reporting Agent to Sign and File Returns

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

Grid for tax return authorization with columns for 940, 941, 940-PR, 941-PR, 941-SS, 943, 943-PR, 944, 944-PR, 945. Includes labels for Tax Year and Qu/yr.

Authorization of Reporting Agent to Make Deposits and Payments

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

Grid for deposit and payment authorization with columns for 940, 941, 943, 944, 945. Includes labels for Mo/Yr.

Disclosure of Information to Reporting Agent

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9. [ X ]

10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS. [ X ]

Form W-2 Series or Form 1099 Series Disclosure Authorization

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2 \_\_\_\_\_ 1099 \_\_\_\_\_ Tax Year Tax Year

State and Local Authorization

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, via magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax period indicated in section 8 and all returns filed and deposits made by ADP from the date hereof. [ X ]

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper. Qu/Yr

13 Signature of Taxpayer or Authorized Representative. I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer. Name (Required), Title, Signature (Required), Date (Required).

For Privacy Act and Paperwork Reduction Act notice, see attached

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USA

7307 (10/09)

Page 1 of 1

INSTRUCTIONS: Only one Limited Power of Attorney (LPOA) per federal ID number is required. Do not submit multiple LPOAs for a federal ID number. However, if the taxpayer uses more than one federal ID number, a separate LPOA must be submitted for each.

1.	<b>Company Code:</b> Enter the client's three- or four-character company code.
2.	<b>Branch:</b> Enter the client's two-character region/branch code.
3.	<b>Federal ID Number:</b> Enter the nine-digit Employer Identification Number (EIN) issued by the IRS to each employer. The number provided by the client must be verified against one of the following sources, in order of priority: 1) Form 941 original or copy with pre-printed name and address; 2) CP129, CP125 "Mandate Letter"; 3) CP575 Verification of IRS EIN; 4) Internet SS-4 IRS screen print of issued EIN; 5) CP548 Notice of Name and/or Address Change; 6) CP136 or 137, Frequency Notification; 7) Pre-printed Form 9779, Business Enrollment Form for HIRE (PS); 8) ETD Consent (Form 8109), or ETD Address Change (Form 8109C) with a revision date of 01/94 or later.
4.	<b>Seasonal Employer:</b> Mark this box if this client is a seasonal employer. (Seasonal is defined as less than four 941s per year.)
5.	<b>Taxpayer Legal Name:</b> Enter the client's legal name in ALL CAPITAL LETTERS. This must match the name on the IRS file. The first name line on an IRS source document listed in #3 above must be entered on the LPOA form. Only the first 35 characters of the first name line are used. Include spaces, ampersands, and hyphens, do not include other punctuation such as slashes, commas, or periods. Do not use the word THE as the first word unless it is followed by only one other word. Include legal/formal suffixes with individual names (MD, PhD, CPA, JB, SR, III, etc.), but do not include general/informal titles such as owner, accountant, attorney, etc. See examples below.
6.	<b>DBA Name:</b> Enter the taxpayer's Doing Business As (DBA) or Trading As (TA) name, if one is used. Follow the same instructions as shown in #5 above, and see examples below. Do not enter DBA or TA on this line, show the name only.
<b>Master's Plumbing and Air Conditioning Service</b>	
M A S T E R S P L U M B I N G A N D A I R C O N D I T I O N	
<b>AdJ Construction Co.</b>	
A D J C O N S T R U C T I O N C O	
<b>Sandra J. White, MD</b>	
<b>Family Health Care</b>	
S A N D R A J W H I T E M D	
<b>Mary Smith-Bennett, Owner</b>	
<b>DBA Mary's Bike Shop</b>	
M A R Y S M I T H B E N N E T	
<b>Murphy/Mason Realty, Inc.</b>	
M U R P H Y M A S O N R E A L T Y I N C	
<b>The Linden Co.</b>	
T H E L I N D E N C O	
<b>The Linden</b>	
T H E L I N D E N	
7.	<b>Address:</b> Enter client's primary business location.
8.	<b>Authorization of Reporting Agent to Sign and File Returns:</b> For 940, 940-PR, 943, 943-PR, 944, 944-PR, and 945, enter the first tax year (2007, 2008, etc.) ADP will start the annual filing. For forms 941, 941-PR and 941-SS, enter the quarter and year (4/07, 1/08, etc.). ADP will file this return for the first time.
9.	<b>Authorization of Reporting Agent to Make Deposits and Payments:</b> For deposits, enter the first month of the quarter and year (1/06, 4/06, 7/06, and 10/06) ADP will make any deposit, regardless of the tax type provided.
10a.	<b>Disclosure of Information to Reporting Agent:</b> These premarked boxes will allow ADP to receive a copy of notices and other communication from the IRS related to the authorization granted on Line 8 and/or Line 9. It also allows ADP to obtain verification of client name and/or FRIN by calling the IRS Practitioner Priority Services line (PPS) at (866) 860-4759.
10b.	
11.	<b>Form W-2 Series or Form 1099 Series Disclosure Authorization:</b> For W-2/1099, enter the first year ADP is authorized to discuss the W-2/1099 information with the IRS. (This includes Form 1099R and Form 1099-MISC.)
12.	<b>State and Local Authorization:</b> Enter the quarter and year (4/07, 1/08, etc.). ADP will file this return for the first time.
13.	<b>Signature of Taxpayer or Authorized Representative:</b> After reading the Authorization Agreement, an officer of the company must enter his/her name and title as appropriate and then sign and date the LPOA. (The sole proprietor of a business or the member of a partnership will not have a title to show here.) The name, signature, and date must be entered.

**Federal Forms:**

- 940 Employer's Annual Federal Unemployment (FUTA)
- 940-PR Employer's Annual Federal Unemployment (FUTA) - Puerto Rico
- \*941 Employer's Quarterly Federal Tax Return
- 941-SS Employer's Quarterly Federal Tax Return for American Samoa, Guam, Northern Mariana, and Virgin Islands
- 943 Employer's Annual Federal Tax Return for Agricultural Employees
- 943-PR Employer's Annual Federal Tax Return for Agricultural Employees - Puerto Rico
- \*944 Employer's Annual Federal Tax Return
- \*944-PR Employer's Annual Federal Tax Return - Puerto Rico
- 945 Employer's Quarterly Federal Tax Return for NW2 Employees

\*Recommend marking both 941 and 944 for new and small employers.



**MAJOR ACCOUNT SERVICES - MASTER SERVICES AGREEMENT**

10/16/2015  
(Effective Date)

**ADP, LLC:**      One ADP Boulevard      (referred to herein as "ADP")  
                          Roseland, New Jersey 07068

**CLIENT:**      Town Of Raymond      (referred to herein as "Client")  
                          401 Route 85, Raymond, ME 04071, United States

**Attention:**      Nancy Yates

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement.

<b>ANNEX A:</b>	<b>GENERAL TERMS AND CONDITIONS</b>
<b>ANNEX B:</b>	<b>PAYROLL PROCESSING, TAX FILING &amp; PAYMENT SERVICES</b>
<b>ANNEX C:</b>	<b>TIME AND ATTENDANCE SERVICES</b>
<b>ANNEX D:</b>	<b>HR, BENEFITS AND TALENT MANAGEMENT SERVICES</b>

This Agreement includes the Annexes related to the services selected by Client. Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

<b>ADP, LLC</b>		<b>CLIENT</b>	
_____		_____	
(Signature of Authorized Representative)		(Signature of Authorized Representative)	
_____		_____	
(Name - Please Print)		(Name - Please Print)	
_____	_____	_____	_____
(Title)	(Date)	(Title)	(Date)

## ANNEX A GENERAL TERMS AND CONDITIONS

All references in this Agreement to “Client” shall refer to Client and its affiliates receiving the Services and ADP Products (defined in section 1A) pursuant hereto. For purposes of this Agreement “affiliate” shall mean any individual, corporation or partnership or any other entity or organization (a “person”) that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise. Unless otherwise specified, any reference in this Annex to a section or other subdivision is a reference to a section or subdivision of this Annex. Any terms defined in this Annex A shall have the same meaning in any other Annex to this Agreement unless otherwise noted.

### 1. GENERAL TERMS

- A. **Services.** ADP shall provide the services described in each Annex elected by Client under this Agreement or amendment to this Agreement and any other services offered pursuant to this Agreement and that ADP provides to Client at Client's request (the “Services”) and such equipment, computer programs, software (other than pre-packaged third-party software), and documentation (the “ADP Products”) required for such Services in accordance with sales order(s) between Client and ADP (the “Sales Order(s)”). A general description of the Services, including ADP Workforce Now, ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance, is found at [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com) (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving). The ADP Products and Services are hosted in the United States and are for use in the United States only, except for the WFN module(s) that may be accessed and used by Client from the countries specified on the Approved Country List listed on [www.productdescription.majoraccounts.adp.com](http://www.productdescription.majoraccounts.adp.com) or ADP otherwise consents in writing. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed.
- B. **Errors; Review of Data.** All Services provided hereunder will be based upon information provided to ADP by Client or any person who is authorized by Client to use, access or receive the Services. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client. To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, promptly and thoroughly review Client's disbursement reports to enable Client to spot and correct errors and inconsistencies.
- C. **Records.** ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by Client or applicable law.
- D. **Use of ADP Products and Services.** ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for its internal business purposes. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any other party. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client shall be responsible for the use of the Services by its affiliates, employees, plan participants and any other persons authorized by Client to access or use the Services in accordance with the terms of this Agreement. Client is responsible for the accuracy, completeness and use of all information and materials provided by Client, its agents or employees, regardless of form (“Client Content”).
- E. **Compliance.**
  - i. **Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws. For clarity, Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.
  - ii. **Design of the Services.** ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.

- iii. **Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, or Forms 1099 without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2 or Forms 1099 satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
  - F. **Links to Third-Party Sites.** Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "Site"). Links to and from the Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites. Client's business dealings with any third-party advertiser found on the Site(s) are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now.
  - G. **Transmission of Data.** In the event that Client elects to use an application programming interface ("API") to provide, or requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations. Additionally, ADP shall not be responsible for any services or data provided by any such third party.
- 2. FEES, PAYMENTS, AND TAXES**
- A. **Fees.** Client shall pay ADP for the ADP Products and Services at the rates specified in the Sales Order (assuming no changes in requirements, specifications, volumes or quantities) for the first six (6) months after the Effective Date, or if there is a Price Agreement for certain ADP Products or Services, for the term set forth therein (the "Initial Period"). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. Subject to any Price Agreement, ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.
  - B. **Billing.** Commencement of billing for Services shall be set forth in the respective Annexes governing the Services. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.
  - C. **Taxes.** Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.
- 3. WARRANTIES AND DISCLAIMER**
- A. **Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
  - B. **DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.
- 4. INTELLECTUAL PROPERTY**
- A. **Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights (as hereinafter defined) inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks. For the purposes of this Agreement, "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

- B. ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Products or Services in accordance with the terms of this Agreement. The ADP Products or Services do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- C. Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its internal business purposes) or to further distribute any of the foregoing rights except to its affiliates, employees, plan participants and any other persons authorized by Client to access or use the Services.
- D. ADP Indemnity.** Subject to the remainder of this Section 4, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

#### **5. NONDISCLOSURE**

All Confidential Information (defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, (c) relating to a specific employee, to the extent such employee has consented to its release, and (d) in order to provide the Services under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, (x) ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply; (y) ADP may use the Client's and its employees' and participants' information for purposes other than the performance of the Services but only in an aggregated, anonymized form, such that neither Client nor its employees or participants may be identified, and Client will have no ownership interest in such aggregated, anonymized data. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

## 6. LIMIT ON LIABILITY

- A. Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client. The foregoing limit on liability shall not apply to (i) ADP's willful, criminal or fraudulent misconduct; (ii) the infringement indemnity set forth in Section 4D (iii) loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission; and (iv) in connection with the Tax Filing Services as provided in Section 1 of Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of Section 6A(iv) shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
- B. No Consequential Damages.** NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 7. SECURITY AND CONTROLS

- A. Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- B. Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- C. Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including any information relating to an identified or identifiable natural person) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws and data processing industry standards. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity, (collectively "Personal Information"). In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.
- D. Data Security Incident Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "Incident"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. In the event that applicable law requires notification to individuals and others of such an Incident, ADP will take additional mitigation steps including providing assistance with the drafting and mailing of such notifications. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements.



**8. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT**

- A. Termination/Suspension.** Subject to the terms of any Price Agreement and except as set forth in any other Annex herein, entered into by ADP and Client, ADP may upon at least ninety (90) days prior written notice or Client may upon at least thirty (30) days prior written notice, terminate this Agreement or any Service(s) provided hereunder without cause. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement.
- B. Termination/Suspension of Payment Services.** Without limiting the foregoing, the parties agree that any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction (collectively, "Payment Services") involve a credit risk to ADP. Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; (v) Client has any material adverse change in its financial condition; or (vi) with respect to the ADP Wage Payments Card Services, the Issuing Bank (as defined in Annex J) cancels the Cards issued on behalf of Client. ADP shall not be required to provide such Payment Services if ADP reasonably determines that Client presents an undue credit risk to ADP or in the event of any other termination right. If Payment Services are not terminated despite the occurrence of any of the events described above, ADP may require Client to pay its outstanding and all future third-party payment amounts covered by Payment Services and/or ADP's fees and charges for Payment Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further Payment Services.
- C. Post-Termination.** If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 8A and 8B, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party hereto, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with the related Services. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.

**9. MISCELLANEOUS**

- A. Inducement; Entire Agreement; Modification.** Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client.
- B. Third-Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule by express reference to this Section 9B, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, users and any administrative authorities).
- C. Force Majeure.** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

- D. **Non-Hire.** During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.
- E. **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
- F. **Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- G. **Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.
- H. **Relationship of the Parties.** The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.
- I. **Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- J. **Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (such as reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- K. **Regulatory Notice.** No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.
- L. **Use of Agents.** ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.
- M. **Conflicts Clause.** In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.
- N. **Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- O. **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. However, ADP may assign its rights and obligations under this Agreement to a commonly controlled affiliate of ADP without the prior written notice or consent of Client in order for such affiliate to perform any or all of the Services, provided that ADP will remain responsible for the performance of such Services.
- P. **Notices.** All notices required to be sent or given under this Agreement, including any notices of termination in accordance with Section 8 herein, shall be in writing and shall be delivered or sent by recognized courier or registered or certified mail, return receipt requested, to Client at the address indicated on the face hereof and to ADP, General Counsel – Major Accounts, One ADP Boulevard, Roseland, NJ 07068, or to such other addresses as the parties shall specify by notice given pursuant hereto.
- Q. **Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement) shall survive termination or expiration of this Agreement.

## ANNEX B

### PAYROLL PROCESSING, TAX FILING & PAYMENT SERVICES

1. **Payroll Processing, Tax Filing & Payment Services.** ADP will process payroll for Client's employees and payees, deliver pay checks and related reports to Client, process direct deposits to those employees electing such service, remit payroll taxes on Client's behalf to those federal, state, and most local taxing jurisdictions designated by Client (not including the filing or depositing of excise, sales, use, corporate, or similar taxes), and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Filing Services"). For an additional fee, ADP will also process calendar year-end Forms W-2 for Client's employees and Forms 1099-MISC for payments to individuals that provide services to Client as independent contractors. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees.
2. **Billing.** Payroll Processing services and any other ADP Products and/or Services bundled into the pricing for the Payroll Processing Services are billed immediately following Client's first payroll processing.
3. **Funding.** If Client is receiving Payment Services (defined herein), Client shall have sufficient funds in Client's account within the deadline established by ADP to satisfy Client's third-party payment obligations in their entirety. A mandatory credit check will be performed prior to the provision of any Payment Services. ADP may commingle Client's impounded funds with other clients', ADP's or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.
4. **Debits.** Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law, if less). Also, if any debit to an employee's or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to cooperate with ADP and pay the amount of such debit upon demand and interest thereon. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.
5. **Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
6. **ADPCheck™.** Client shall not distribute any ADPChecks to payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in such form required by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorney fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.
7. **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide ADP Tax Services, Client is responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them. Online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477. State tax authorities generally offer similar means to verify tax payments. Client may contact appropriate state offices directly for details.
8. **State Unemployment Insurance Management.** Subject to Section 9 of Annex A, Client's compliance with its obligations in Sections A and B herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.
  - A. **Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
  - B. **Transfer of Data.** Client may transfer the information described in Section A to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
  - C. Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 8B of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.

**Board of Selectmen – Agenda Item Request Form**

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:  Request Date:   
Requested By:   
Address:   
eMail:   
Phone #:

**Category of Business** (please check one):

Information Only     Public Hearing     Report     Action Item  
 Other - Describe

Agenda Item Subject:

Agenda Item Summary:

Action Requested/  
Recommendation:

Attachments to  
Support Request:

**For Selectmen's Office Use Only**

Date Received:  Approved for inclusion:  Yes     No  
Date Notification Sent:  Meeting Date:



Professional design, installation and service of solar energy systems

## 40.8 kW Solar PPA Proposal

Town of Raymond Solar Power Purchase Agreement  
April 15, 2015



Engineer's Rendering of 40.8 kW Solar Electric System at Town of Raymond Fire Station



91 West Main Street  
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street  
Portland, ME 04103

(207) 221-6342

[www.revisionenergy.com](http://www.revisionenergy.com)

7 Commercial Drive  
Exeter, NH 03833

(603) 679-1777



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November 4, 2015  
Don Willard, Town Manager  
Town of Raymond  
401 Webbs Mill Road  
Raymond, ME 04071

Dear Mr. Willard,

Thank you for considering ReVision Energy as Town of Raymond's solar partner! We appreciate this opportunity to work together to bring solar energy to your town and to significantly reduce the town's dependence on purchasing utility power.

Based on an analysis of your town-owned buildings and energy usage, ReVision Energy is excited to propose a 40.8 kilowatt ("kW") grid-tied solar electric system to be located on the Town of Raymond's fire station roof. With this letter, ReVision is offering to develop the system using a Power Purchase Agreement ("PPA") ownership structure in which Revision will own and operate the solar system on behalf of the town. This allows the town to benefit from the solar project at zero upfront capital cost, and enables it to buy less expensive solar power generated on its own rooftops.

The Revision PPA is designed to be competitive with market rates, yet also overcome the lack of renewable energy incentives in Maine. We do this by establishing two PPA price components. First, the base price is set in year one at a discount versus the Town's current CMP rate, which allows the town to purchase solar power for less than electricity from traditional fossil fuel sources. Thereafter, the PPA price is designed to rise at a slower rate (4%) than historical trends for Maine's commercial electricity rates (5%). This should allow the town to purchase solar power for less than the standard power offered from utilities through the first six years of the PPA term.

Second, to overcome the lack of a renewable energy incentive in Maine, the ReVision PPA includes a solar premium beginning in year seven. This allows ReVision as project owner to recover its investment should the town choose to continue to purchase electricity from the solar project in years 7-20, and also encourages the town to consider purchasing the solar project in year seven.

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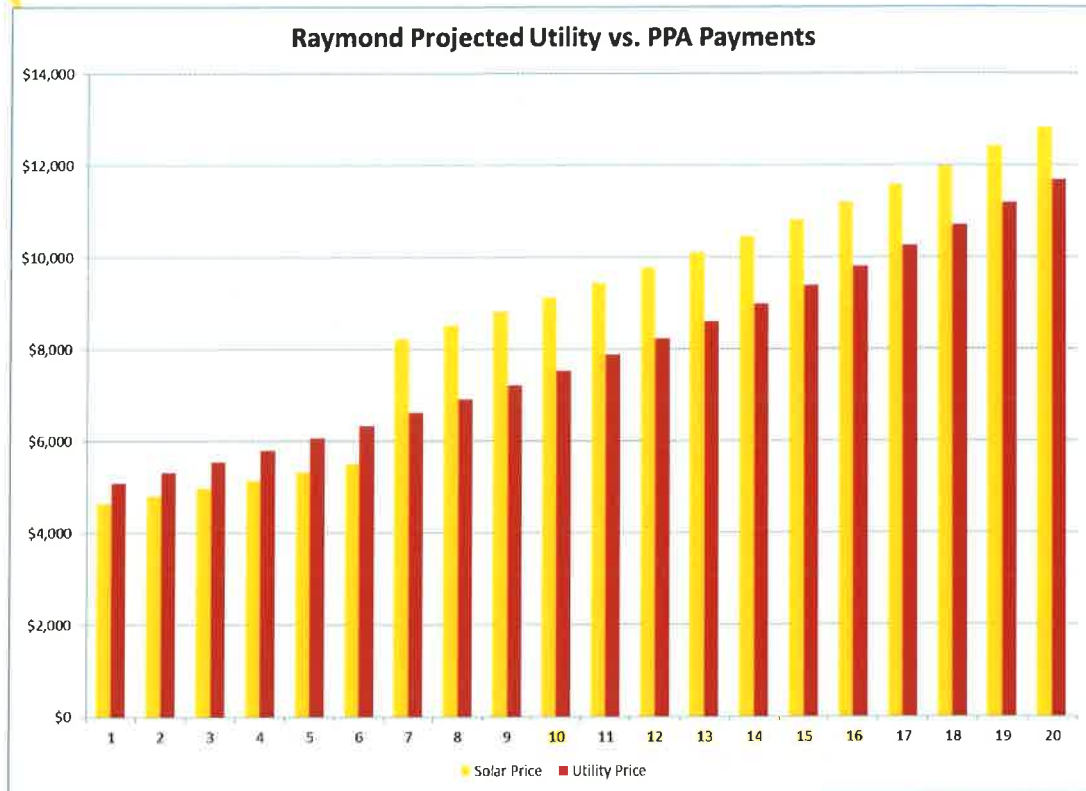
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Utility price assumptions based on historical data published by the Federal Energy Information Agency ([www.eia.gov](http://www.eia.gov)).

### Here are the details of the Solar Power Purchase Agreement:

Under the terms of the PPA proposal, ReVision Energy is offering to finance, own and operate a 40.8 kW solar array on the Town of Raymond fire station rooftop for a contract term of twenty years, with an option to extend to thirty years. Placing the system in private ownership enables the project to capture federal renewable energy tax credits that are unavailable to the town. The town would purchase all electricity from the system at the PPA rate shown in the schedule below.

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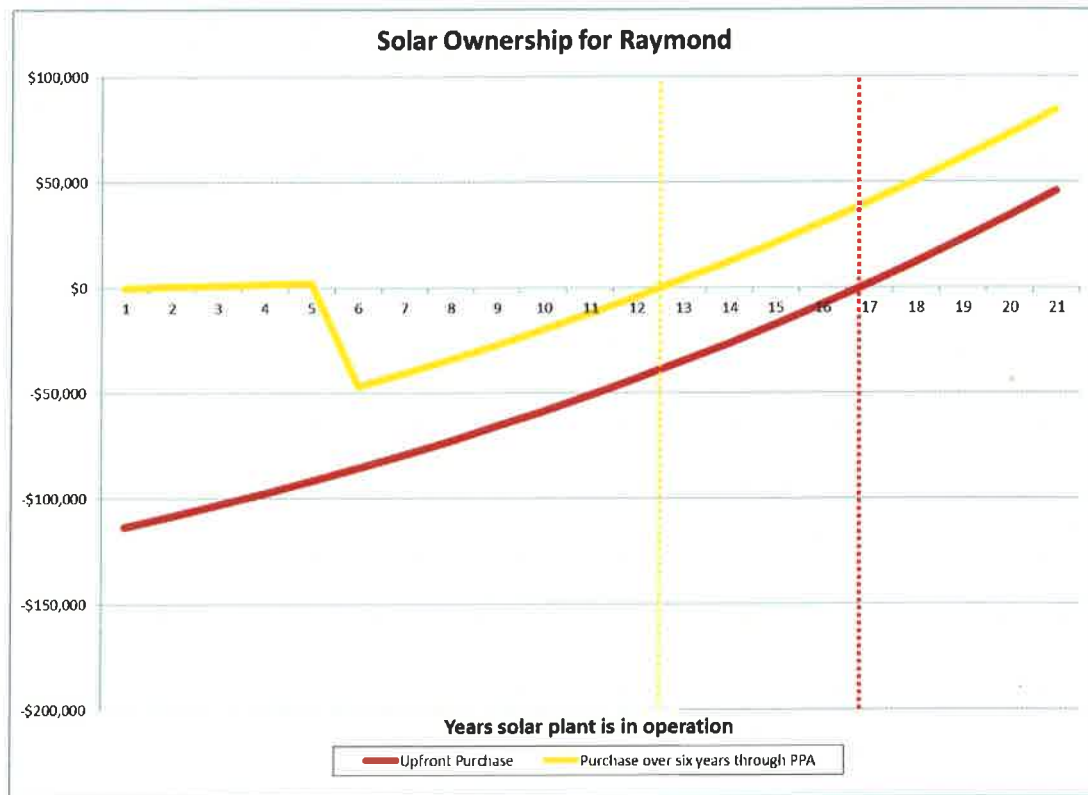
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After the first six years, Town of Raymond will have an annual opportunity to compare the solar PPA rate to the market, to look at capital and borrowing opportunities, and to determine whether it is a better choice to keep buying solar power, or to purchase and own the entire solar array at its fair market value. If the town chooses to own the array all the electricity generated thereafter is essentially free. Solar arrays have a productive commercial lifetime of forty years or more; and because the solar output over time is completely predictable, the Town of Raymond can calculate the payback time of any system purchase in any year. That payback time will always be less than the expected productive lifetime of the array. (See graph below.)



The partnership between Town of Raymond and ReVision allows the town to demonstrate real and visible commitment to energy independence in our New England region, while saving money on electricity for the full twenty (or thirty) year period. Our partnership puts the Town of Raymond in the vanguard of those taking action to solve our energy challenges, all the while conserving dollars that can be put to better use, contributing to our local economy.

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### Year 7 Purchase Option

At any point past year 6 of the Power Purchase Agreement, Town of Raymond has the option to purchase the entire system at an estimated fair market value in year seven of \$55,248. At the end of year six the town will have previously saved \$3,688 on its energy bill via the PPA. Therefore the total cost over six years to Town of Raymond is approximately \$51,560. This equates to a net savings of \$223,156 compared to purchasing power from the utility over the next 30 years. Once the system is purchased by the town in year seven the investment will be paid back in just 6 years.

Year	Annual Generation	Utility \$/kWh	Utility Price	PPA \$/kWh Price	ReVision Price	Annual PPA Cashflow w/ Buyout	Cumulative PPA Cashflow w/ Buyout
1	43,452	\$0.117	\$5,084	\$0.107	\$4,649	\$435	\$435
2	43,235	\$0.123	\$5,311	\$0.111	\$4,811	\$500	\$935
3	43,019	\$0.129	\$5,549	\$0.116	\$4,979	\$570	\$1,505
4	42,803	\$0.135	\$5,797	\$0.120	\$5,152	\$646	\$2,151
5	42,589	\$0.142	\$6,057	\$0.125	\$5,331	\$726	\$2,876
6	42,377	\$0.149	\$6,328	\$0.130	\$5,517	\$811	\$3,688
7	42,165	\$0.157	\$6,611	\$0.195	\$8,239	-\$48,637	-\$44,949
8	41,954	\$0.165	\$6,907	\$0.203	\$8,525	\$6,907	-\$38,042
9	41,744	\$0.173	\$7,216	\$0.211	\$8,822	\$7,216	-\$30,826
10	41,535	\$0.182	\$7,539	\$0.220	\$9,129	\$7,539	-\$23,288
11	41,328	\$0.191	\$7,876	\$0.229	\$9,447	\$7,876	-\$15,411
12	41,121	\$0.200	\$8,229	\$0.238	\$9,775	\$8,229	-\$7,183
13	40,915	\$0.210	\$8,597	\$0.247	\$10,115	\$8,597	\$1,414
14	40,711	\$0.221	\$8,982	\$0.257	\$10,468	\$8,982	\$10,396
15	40,507	\$0.232	\$9,384	\$0.267	\$10,832	\$9,384	\$19,780
16	40,305	\$0.243	\$9,804	\$0.278	\$11,209	\$9,804	\$29,583
17	40,103	\$0.255	\$10,242	\$0.289	\$11,599	\$10,242	\$39,825
18	39,903	\$0.268	\$10,701	\$0.301	\$12,002	\$10,701	\$50,526
19	39,703	\$0.282	\$11,179	\$0.313	\$12,420	\$11,179	\$61,705
20	39,505	\$0.296	\$11,680	\$0.325	\$12,852	\$11,680	\$73,385
21	39,307	\$0.310	\$12,202	\$0.338	\$13,300	\$12,202	\$85,587
22	39,111	\$0.326	\$12,748	\$0.352	\$13,762	\$12,748	\$98,336
23	38,915	\$0.342	\$13,319	\$0.366	\$14,241	\$13,319	\$111,655
24	38,720	\$0.359	\$13,915	\$0.381	\$14,737	\$13,915	\$125,570
25	38,527	\$0.377	\$14,538	\$0.396	\$15,250	\$14,538	\$140,107
26	38,334	\$0.396	\$15,188	\$0.412	\$15,780	\$15,188	\$155,295
27	38,143	\$0.416	\$15,868	\$0.428	\$16,330	\$15,868	\$171,163
28	37,952	\$0.437	\$16,578	\$0.445	\$16,898	\$16,578	\$187,741
29	37,762	\$0.459	\$17,320	\$0.463	\$17,486	\$17,320	\$205,061
30	37,573	\$0.482	\$18,095	\$0.482	\$18,094	\$18,095	\$223,156

91 West Main Street  
Liberty, ME 04949

(207) 589-4171

142 Presumpscot Street  
Portland, ME 04103

(207) 221-6342

[www.revisionenergy.com](http://www.revisionenergy.com)

7 Commercial Drive  
Exeter, NH 03833

(603) 679-1777



Professional design, installation and service of solar energy systems

**Here are the responsibilities of Town of Raymond:**

- Lease the roof and utility room space required for the solar installation to ReVision Energy for \$1/year;
- Purchase all the solar electricity generated according to the PPA schedule;
- Obtain a net metering contract with CMP (ReVision will arrange that for the town. The town will need to sign);
- Add a liability insurance rider to your regular coverage, to cover the solar facility.

**Here are the responsibilities of ReVision Energy:**

- Build, own and operate the solar system for the duration of the PPA contract;
- Market the Renewable Energy Credits, to help pay for the investment;
- Maintain the system for the duration of the PPA (no O&M costs to the town)
- Insure the system (both property and liability) for the duration of the PPA.

**Here are the Next Steps toward Construction:**

- Town of Raymond gives go-ahead to move to contract;
- ReVision provides a draft PPA contract;
- ReVision responds to any information requests from the town;
- ReVision and Town of Raymond sign the PPA;
- ReVision begins construction.

**Here's what we need in terms of timing:**

ReVision would like to proceed expeditiously toward construction, recognizing that we need to file all necessary permitting applications as soon as possible in order to achieve a timely construction schedule. We'd like to suggest that we all consider this offer as being open until January 15, 2016, all the while presuming that there are no changes in either Federal or State statutes and the project continues to be eligible for the federal Investment Tax Credit (ITC).



Professional design, installation and service of solar energy systems

### **About ReVision Energy & Our Mission**

Since 2003, ReVision Energy has installed more than 4,000 solar energy systems in Maine and New Hampshire. To ensure maximum performance and longevity in our harsh climate, each system is designed by ReVision engineers from Brown, Dartmouth, MIT, UMaine and UNH and installed by our in-house team of licensed, professional solar technicians. The company mission is to lead the region's transition from a fossil fuel based economy to a sustainable, renewable energy based economy. Our solar energy solutions provide our partners with a viable, long-term plan for responsible energy consumption and recurring savings with zero up front capital costs.

ReVision Energy deeply admires Town of Raymond's leadership towards energy independence. It is our hope that this project will both reward and aid you in those efforts. Please let us know if we can provide any additional information.

Sincerely,

William Behrens, PhD, Managing Partner  
ReVision Energy, LLC  
207-322-9977  
[bill@revisionenergy.com](mailto:bill@revisionenergy.com)

---

91 West Main Street  
Liberty, ME 04949

(207) 589-4171

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Portland, ME 04103

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*Board of Selectmen  
401 Webbs Mills Road  
Raymond, Maine 04071*

## **Appointment by Municipal Officers of Committee Members**

Pursuant to M.R.S.A. 30-A §2601, the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm the following committee members for the term listed below:

**Beautification Committee:**

- Mitzi Burby – 64 Spiller Hill Rd – term ending June 30, 2016
- Jan Miller – 59 Hancock Rd – term ending June 30, 2016

Given under our hands on the 20<sup>th</sup> day of October, 2015.

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Mike Reynolds, Chairman

---

Lawrence A Taylor

---

Joe Bruno

---

Teresa Sadak

---

Samuel Gifford

**Board of Selectmen – Agenda Item Request Form**

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:	Nov. 10, 2015	Request Date:	Oct. 29, 2015
Requested By:	Nancy L Yates, Finance Director		
Address:			
eMail:	nancy.yates@raymondmaine.org		
Phone #:	207-655-4742 x 132		

**Category of Business** (please check one):

- Information Only     Public Hearing     Report     Action Item  
 Other - Describe

Agenda Item Subject:	<b>Draft Budget Development Schedule for FY 2016-2017</b>
Agenda Item Summary:	<b>The first draft of the budget development schedule for fiscal year 2016-2017 is being presented to the Board of Selectmen so that they may review and/or edit it, and then approve it.</b>

Action Requested/ Recommendation:	<b>review/edit/approve budget development schedule</b>
--------------------------------------	--

Attachments to Support Request:	<b>The 1st draft of the Budget Development Schedule for FY2016-2017 is attached, as well as a 2016 calendar.</b>
------------------------------------	--

**For Selectmen's Office Use Only**

Date Received: _____	Approved for inclusion: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Notification Sent: _____	Meeting Date: _____

**Board of Selectmen – Agenda Item Request Form**

401 Webbs Mills Road

Raymond, Maine 04071

207-655-4742 fax 207-655-3024

sue.look@raymondmaine.org

Requested Meeting Date:  Request Date:

Requested By:

Address:

eMail:

Phone #:

**Category of Business** (please check one):

Information Only       Public Hearing       Report       Action Item

Other - Describe:

Agenda Item Subject:

Agenda Item Summary:

Action Requested/  
Recommendation:

Attachments to  
Support Request:

***For Selectmen's Office Use Only***

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

Approved for inclusion:  Yes       No

Date Notification Sent: \_\_\_\_\_

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

TOWN OF RAYMOND      Assessing Office

401 Webbs Mills Road   Raymond, Maine 04071  
Phone 207.655.4742 x51   Fax 207.655.3024  
[assessor@raymondmaine.org](mailto:assessor@raymondmaine.org)

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INTEROFFICE MEMORANDUM

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**TO:**            RAYMOND BOARD OF ASSESSORS  
**FROM:**        CURT LABEL, ASSESSORS AGENT  
**SUBJECT:**    TAX ABATEMENTS  
**DATE:**        10/29/2015  
**CC:**

---

Dear Board Members,

Attached please find two abatement requests and one supplemental assessment which have been reviewed by my office and are recommended for consideration at your November 10, 2015 meeting. The first abatement pertains to a camper trailer which was previously located at Kokatosi. The owner sold the camper in October 2014 and reported the sale and removal of the camper in March 2015. The Town assessed the camper erroneously. The second abatement pertains to a land division which occurred in February 2015 and created a back lot parcel. The assessment on the parcel was made as if the parcel had typical road and power access. The parcel currently has limited logging road access and requires 1000-1200 feet of power line in order to develop into a house site. The reduction recommended reflects these conditions. The Supplemental Assessment is due to the omission of a tax levy in the annual warrant to Plummerville Cottages. This account was omitted last year as well and was properly set up for the 2015 assessment in the Town's software. However, the account was again omitted. There appears to be a problem with this account in the software which is causing the omissions. I am recommending that a new account number be established with this supplemental. We will make a note to check this account status prior to next year's assessment to ensure that this corrected the issue.

Sincerely,

Curt Lebel

Assessors Agent, Town of Raymond

## Certificate of Abatement

36 211 00 5 21 0 641

We, the Board of Assessors of the municipality of Raymond, hereby certify to Suzanne Carr, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2015 assessment on November 10, 2015. You are hereby discharged from any further obligation to collect the amount abated.

Voted by the Raymond Board of Assessors on: November 10, 2015

Attest:

Don Willard, Town Manager

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2015- 1		011-041-1	P7020R	Timothy Pomerleau III	\$ 53,500.00	\$ 28,000.00	\$ 25,500.00	\$ 304.73	0.01195	Property is newly created backlot. Has semi improved logging road access only. Needs 1000ft of power line to access property. Property overvalued in light of these access and development conditions.
2015- 2		PP	U9400P	Beth Urbano	\$ 4,800.00	\$ -	\$ 4,800.00	\$ 57.36	0.01195	Personal Property was disposed of prior to assessment date Assessment made in error.
<b>TOTALS</b>							<b>\$30,300.00</b>	<b>\$362.09</b>		





## TOWN OF RAYMOND

### SUPPLEMENTAL TAX CERTIFICATE

*State of Maine 36 M.R.S.A. § 713*

We, the undersigned, Assessors of the Municipality of Raymond, Maine, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 37 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 17th day of September 2015, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments, dated the 10th day of November, 2015, and are made by virtue of Title 36, Section 713, as amended.

Given by our hand this \_\_\_\_\_ 10th \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Sam Gifford

\_\_\_\_\_  
Lonnie Taylor

\_\_\_\_\_  
Joe Bruno

\_\_\_\_\_  
Teresa Sadak

\_\_\_\_\_  
Mike Reynolds, Chairman

Assessors, Town of Raymond



# TOWN OF RAYMOND

## SUPPLEMENTAL TAX WARRANT

State of Maine 36 M.R.S.A. § 713

County of CUMBERLAND, ss.

To: SUZANNE CARR, Tax Collector

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

### GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the person(s) hereinafter named. You are hereby directed to levy and collect each of the person(s) named in said list his respective proportion, therein set down, of the sum of \$ 395 dollars and 55/100 cents, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated September 17, 2015 are extended thereto; and we do hereby certify that the list of  
(here insert date of original warrant)

assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713, as amended and the assessments and estates thereon as set forth in said list were either invalid, void, or omitted by mistake from the original list, committed unto you under our warrant dated September 17, 2015.

original date of warrant

Given by our hands this 10th day of November, 2015.

\_\_\_\_\_  
Sam Gifford

\_\_\_\_\_  
Lonnie Taylor

\_\_\_\_\_  
Joe Bruno

\_\_\_\_\_  
Teresa Sadak

\_\_\_\_\_  
Mike Reynolds, Chairman  
Assessors, Town of Raymond

**TOWN OF RAYMOND - SUPPLEMENTAL TAX WARRANT LIST**

We, the undersigned, Assessors of the Municipality of Raymond, hereby certify, that the foregoing list of estates and assessments, contain a list of valuations of the estates, real and personal, that were omitted from our original invoice and valuation and list of assessments dated September 17, 2015 and to be supplemented for the 2015 assessment as of November 10, 2015.

Signed \_\_\_\_\_, Assessor  
 Signed \_\_\_\_\_, Assessor  
 Signed \_\_\_\_\_, Assessor  
 Signed \_\_\_\_\_, Assessor  
 Signed \_\_\_\_\_, Assessor

M/L	OWNER OF RECORD	ADDRESS	SUPPLEMENTAL VALUATION	ACCT #	TAX DOLLARS	MISCELLANEOUS INFORMATION
Personal Property A0018P	Allen Family LLC Plummerville Cottages	28 Mill St. Raymond, ME 04071	\$33,100.00	A0018P	\$395.55	Assessment of taxable personal property to this owner were ommitted from the original commitment of taxes.
					\$395.55	

Property Location: 0 HEIDI WAY  
 Vision ID: 101462

MAP ID: 011/041/100/000/

Bldg Name:

State Use: 1300

Account # P7020R

Bldg #: 1 of 1

Sec #: 1 of 1

Card 1 of 1

Print Date: 10/29/2015 08:45

CURRENT OWNER				TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT						
JMERLEAU, TIMOTHY R., III				4 Rolling	5 Well	3 Unpaved	Rural	Description	Code	Appraised Value	Assessed Value	3218 Raymond, ME		
4 ROOSEVELT TRAIL					6 Septic			RES LAND	1300	53,500	53,500			
INDHAM, ME 04062 Additional Owners:				SUPPLEMENTAL DATA									VISION	
				Other ID: TIF CODE USE PROGRAM FG ENROLL YR FG PLAN YR LDI TYPE GIS ID: 011041100000				SEND VALU TAP Field 8 Field 9 Field 10 ASSOC PID#				Total		53,500

RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
JMERLEAU, TIMOTHY R., III				32170/ 250	02/12/2015	U	V		0 1A	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
JMERLEAU, TINA M				25298/ 225	06/15/2007	U	I		0	2015	1300	53,500						
Total:										53,500	Total:		Total:					

EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor												
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.												
Total:																				

ASSESSING NEIGHBORHOOD										APPRAISED VALUE SUMMARY							
NBHD/ SUB	NBHD Name	Street Index Name	Tracing	Batch						Appraised Bldg. Value (Card)				0			
0001/A										Appraised XF (B) Value (Bldg)				0			
NOTES										Appraised OB (L) Value (Bldg)				0			
										Appraised Land Value (Bldg)				53,500			
										Special Land Value				0			
										Total Appraised Parcel Value				53,500			
										Valuation Method:				C			
										Exemptions				0			
										Adjustment:				0			
										Net Total Appraised Parcel Value				53,500			

BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY					
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments		Date	Type	IS	ID	Cd	Purpose/Result

LAND LINE VALUATION SECTION															
Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	L Factor	S.A	Acre Disc	C Factor	ST. Idx	Adj.	Notes- Adj	Land Value
1300	Res Land Develop	R				130,680	0.42	1.0000	5	3.0000	0.95		0.00	ROW	52,300
1300	Res Land Develop	R				0.79	1,500.00	1.0000	0	1.0000	1.00		0.00	ROW	1,200
Total Card Land Units:						3.79	AC	Parcel Total Land Area: 3.79 AC						Total Land Value:	53,500

Property Location: 0 HEIDI WAY  
 Vision ID: 101462

Account # F7020R

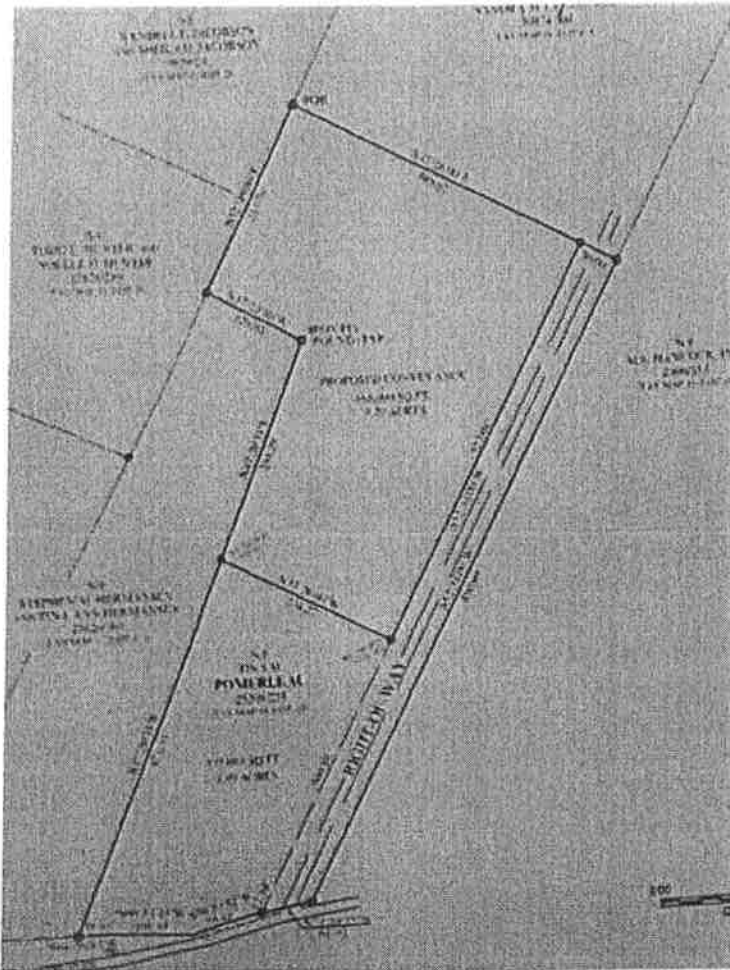
MAP ID: 011/ 041/ 100/ 000/

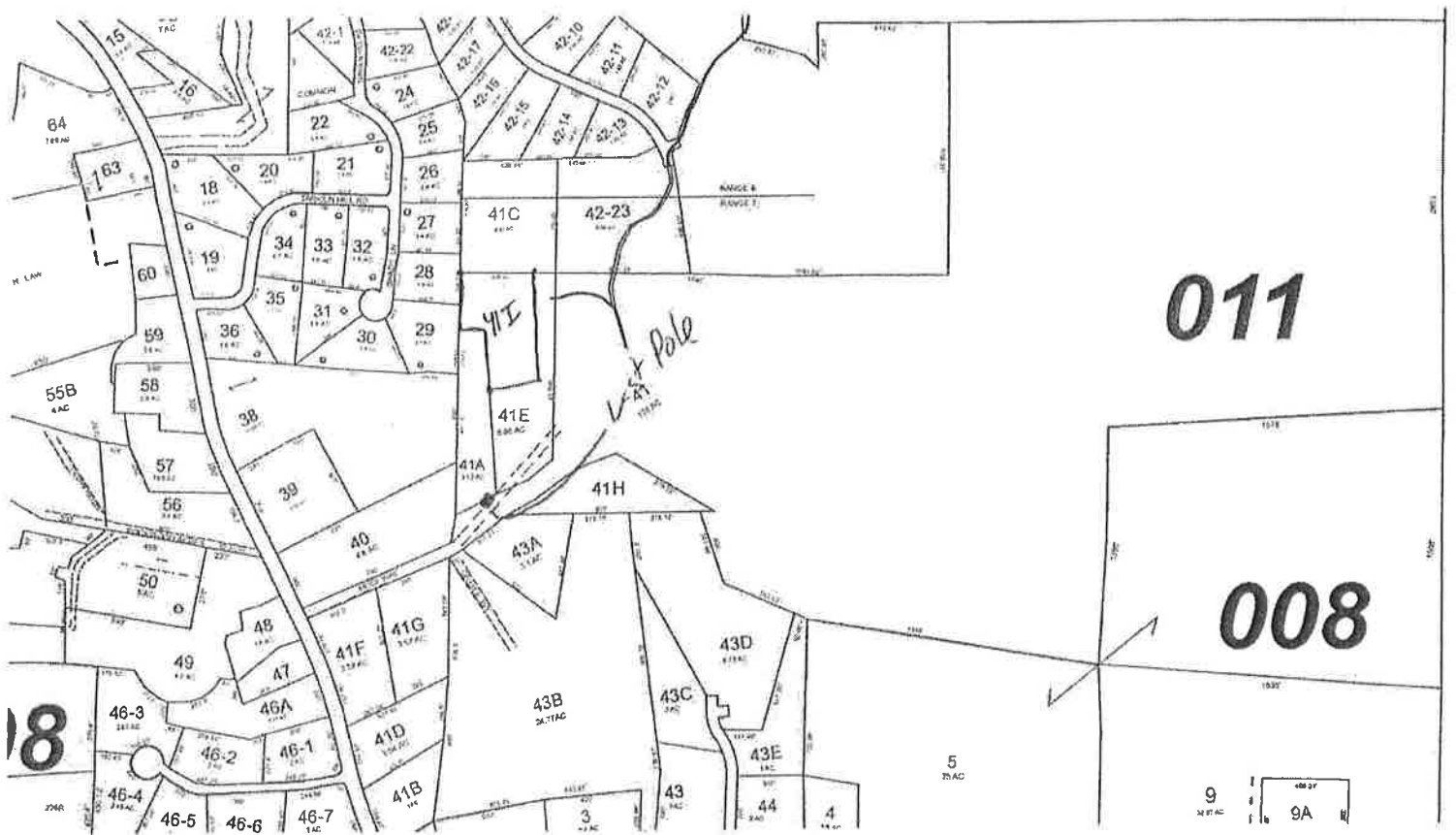
Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1

State Use: 1300  
 Print Date: 10/29/2015 08:45

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description					
Model	00		Vacant									
<b>MIXED USE</b>												
Code		Description		Percentage								
1300		Res Land Develop		100								
<b>COST/MARKET VALUATION</b>												
Adj. Base Rate:				0.00								
Net Other Adj:				0								
Replace Cost				0.00								
AYB				0								
EYB				0								
Dep Code												
Remodel Rating												
Year Remodeled												
Dep %												
Functional ObsInc												
External ObsInc												
Cost Trend Factor				1								
Condition												
% Complete												
Overall % Cond												
Apprais Val												
Dep % Ovr				0								
Dep Ovr Comment												
Misc Imp Ovr				0								
Misc Imp Ovr Comment												
Cost to Cure Ovr				0								
Cost to Cure Ovr Comment												
<b>OB-OUTBUILDING &amp; YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)</b>												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
<b>BUILDING SUB-AREA SUMMARY SECTION</b>												
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value						
<b>Ttl. Gross Liv/Lease Area:</b>		<b>0</b>	<b>0</b>	<b>0</b>								

No Photo On Record





011

008

9 1/2 AC  
9A

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**QUITCLAIM DEED WITH COVENANT**

33 M.R.S.A. § 761 et seq. ~ Statutory Short Forms Deeds Act

---

**Tina M. Pomerleau**, being unmarried and of the Town of Windham, County of Cumberland and State of Maine, as a gift and without consideration paid, grants to **Timothy R. Pomerleau, III** of the Town of Windham, County of Cumberland and State of Maine, with a mailing address of 324 Roosevelt Trail, Windham ME 04062, with Quitclaim Covenants, the land in the Town of **Raymond**, County of Cumberland and State of Maine, bounded and described as follows: *Reference Exhibit A attached hereto and incorporated herein by reference.*

This conveyance is made as a gift, without consideration paid, from mother to son.

The deed preparer makes no certification as to record marketable title, a title search not having been performed in the preparation of this deed.


Witness my hand and seal this date: February 12, 2015.

  
**Tina M. Pomerleau**

State of Maine  
Cumberland, ss.

Date: February 12, 2015

Personally appeared the above-named TINA M. POMERLEAU and acknowledged the foregoing instrument to be her free act and deed, and being first duly sworn, stated under oath that the foregoing statement as to this conveyance representing a gift without consideration is true of her personal knowledge. Before me,



Julie Pease Galipeau  
Notary Public

Commission Exp: 5/24/2018

SEAL



### Exhibit A

A certain lot or parcel of land situated off **Webbs Mill Road** and off the northerly side of a private way known as **Heidi's Way** and on the northwesterly side of a 50' wide private right of way, bounded and described as follows:

Beginning at the northwesterly corner of land now or formerly of William G. Anthony, et al., as described in a deed recorded in Cumberland County Registry of Deeds in Book 32040, Page 120, at the line of land now or formerly of Stephen M. Hermansen, et al., as described in deed recorded in said Registry in book 23620, Page 301; thence North 47° 20' 31" East, along said land of Hermansen, a distance of 284.29 feet to an iron pin found; thence turning North 37° 21' 16" West, and continuing along said land of Hermansen, a distance of 129.93 feet to the line of land now or formerly of Todd L. Hunter, et al., as described in deed recorded in said Registry in Book 12828, Page 210; thence North 52° 49' 00" East, along said land of Hunter and continuing along land now or formerly of Wendell F. Jacobson, et ux., as described in said Registry in Book 9959, Page 23, a total distance of 243.76 feet to the line of land now or formerly of David M. Cleveland, et al., as described in deed recorded in said Registry in Book 30874, Page 304; thence South 37° 26' 00" East, along said land of Cleveland, a distance of 389.02' to the line of land of a 50' wide right of way and land of said Anthony; thence South 52° 34' 00" West, along said right of way and land of Anthony, a distance of 527.04 feet to a point; thence turning North 37° 26' 00" West, and continuing along said land of Anthony, a distance of 234.27 feet to the point of beginning.

Being 165,000 square feet or 3.79 acres, more or less. The land description was prepared pursuant to Boundary Survey. Heidi Way, Raymond, Maine, made for Tina M. Pomerleau by Survey, Inc., dated January 14, 2015, Job No. 02-236 [15\_004].

This conveyance is made **together with** and **subject to** a 50 foot wide right of way, in common with others, for ingress, egress and the installation and maintenance of any and all utilities, as it extends from the northerly side of Heidi Way across land now or formerly of William G. Anthony, et al., as described in deed recorded in said Registry in Book 32040, Page 120, said right of way being more particularly bounded and described as follows: Beginning at a 5/8 inch rebar marking the southeasterly corner of said land of Anthony and formerly of Tina M. Pomerleau as described in deed recorded in said Registry in Book 25298, Page 225; thence North 73° 35' 25" West, a distance of 61.93 feet to a 5/8 inch rebar; thence North 52° 34' 00" East across said land of Anthony (formerly Pomerleau), a distance of 360.19 feet to a no. 5 rebar marked PLS 2390; thence continuing North 52° 34' 00" East along the line of land of said Anthony and retained land of said Pomerleau, a distance of 527.04 feet to a 5/8 inch rebar to land now or formerly of David M. Cleveland, et al., as described in deed recorded in said Registry in Book 30874, Page 304; thence South 37° 26' 00" East along said land of Cleveland and being the terminus of said right of way, a distance of 50.00 feet to a 5/8 inch rebar at the line of land now or formerly of M. S. Hancock, Inc., as described in a deed recorded in said Registry in Book 2306, Page 153; thence South 52° 34' 00" West along said land of M. S. Hancock, a distance of 850.69 feet to the point of beginning.

This conveyance is made **subject to** the requirement that the Grantee herein, or Grantee's heirs and assigns, shall assume all costs and general liability associated with the above-described right of way, including but not limited to the costs for repair, maintenance, and upkeep. By acceptance of this deed, the Grantee, on behalf of the Grantee or Grantee's heirs and assigns, covenants with the owner of said right of way, now or formerly William G. Anthony, et al., described in deed recorded in said Registry in Book 32040, Page 120, that no obligation or liability, with the exception of municipal tax liability, shall accrue to said Anthony as a result of said Anthony's ownership of the above-described right of way.

Further **granting herewith** a perpetual right and easement over a thirty (30) foot way to be maintained and used solely for purposes of ingress and egress to and from land of the Grantee by persons and vehicles over said gravel road referred to above and known as Heidi Way, said right of way running from the East Raymond Road in the town of Raymond, County of Cumberland, State of Maine, and **subject to** those conditions and reservation described in the instrument originally granting the easement to Timothy R. Pomerleau by M. S. Hancock, Inc., by deed dated February 3, 1994, recorded in said Registry in Book 11350, Page 196.

Received  
Recorded Register of Deeds  
Mar 31, 2015 11:27:51A  
Cumberland County  
Nancy A. Lane

**Owner's Information**

Name: URBANO, BETH  
 Address: 204 CAMBELL SHORE  
 GRAY, ME 04039

**Business Information**

Business Name: URBANO, BETH  
 Location: 74 KOKATOSI  
 District:  
 State Bus Code:  
 MBLU

**Current Valuation**

Total Appraised: 4,800  
 Total Assessed: 4,800  
 Total Value New: 4,750  
 Total Penalty:  
 Total Exempt:  
 Net Assessed: 4,800

**Vision**

Personal Property  
 Account Information  
 Raymond, ME  
 09/29/2015

**Owned Items**

Line #	Type Code	Description	Qty/Dep.	Replace Cost	Value New	Year	% Cond	Value	Assessed	Lesse	Line Notes
1	05	1996 BRECKENRIDGE	1 05	4,750	4,750	1996	1.00	4,750	4,750		

ABX te  
 50th camper  
 camper for 2014  
 as of 08/14/2013  
 removed for  
 use for

**Summary By State Type**

Type	Description	Appraised Value	Assessed Value
05	REC VEHICLE	4,750	4,750

**Visit History**

Date	ID	Info Source	Purpose/Result
05/28/2015	DL		50 L PROPERTY DEC
08/28/2014	CL		50 L PROPERTY DEC
08/14/2013	DL		50 L PROPERTY DEC

**Visit Notes**

**Prior Values**

Year	Assessed Value
2015	4,800
2014	4,800
2013	4,800



# Town of Raymond

2015  
094007  
44500

## PERSONAL PROPERTY DECLARATION FORM

This schedule must be filed by all businesses with equipment located in this municipality according to Maine Statute, Title 36 §§ 601 and 706. Schedules are due in the Assessor's office on or before May 1, 2015. Taxpayers who do not comply will, by law, lose their right to appeal their assessed valuation.

Owner's Name: <u>Beth Urbano</u>	Date: <u>3/12/15</u>
Owner's Address: <u>204 Cambell shore Rd, Gray Me, 04039</u>	Phone#: <u>207 749-5543</u>
Business Name: <u>Kokatosi Campground Site # 74</u>	Phone#: <u>627-4642</u>
Business Address: <u>635 Webbs Mill Rd, Raymond Me. 04071</u>	Contact: <u>Todd</u>

Check one box and proceed as instructed.

- NEW BUSINESSES:** If you started your business after April 1, 2014, then submit a complete list of all equipment, furniture and fixtures used in the operation of the business as of April 1, 2015 using the following format. (A separate list may be attached provided it contains the information requested in table A)

Table A

HOW MANY	ITEM DESCRIPTION (MAKE, MODEL, ETC)	ITEM TYPE	DATE PURCHASED	NEW (USED)	AGE	PURCHASE COST
1	96 Breckenridge				96	677
	"Sold no longer have camper"					

- EXISTING BUSINESSES:** If you submitted a complete list last year (2014), then report any additions or deletions to the original list, using the reverse side. If you did not submit a complete list last year than check this box and provide a new, complete list of all equipment, furniture and fixtures used in the operation of the business as of April 1, 2015 using the format provided in table A.
- NO CHANGES:** Check this box only if you submitted a complete list last year (2014) and no additions or deletions have occurred since April 1, 2013. If you did not submit a complete list last year (2014) then provide a complete list using the format provided in table A.

**MOVED OR OUT OF BUSINESS ON OR BEFORE APRIL 1, 2015:** Indicate effective date here Oct, 2014

I hereby certify that the information submitted is true and to the best of my knowledge.

SIGNATURE Beth Urbano DATE 3/12/15

TITLE previous owner

