



# Town of Raymond Board of Selectmen ePacket October 10, 2017 Table of Contents

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# Agenda

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## BOARD OF SELECTMEN Agenda

October 10, 2017

6:30pm – Regular Meeting

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 meeting

- a) September 12, 2017

### 3) New Business

- a) Appointment – New Code Enforcement Officer – Don Willard, Town Manager
- b) RSU #14 Board of Directors Update on New Bus Garage Referendum Question – Diana Froisland
- c) Library Update of Financials & Programs – Allison Griffin, Library Director
- d) Quit Claim Deeds – Sue Carr, Tax Collector

This is to correct an error made on a Quit Claim Deed approved by the Town of Raymond Select Board in 1999.

- e) Assessing Agent's Contract – Don Willard, Town Manager  
Consideration of extending the Assessing Agent's contract. The current contract expired on September 30, 2017.
- f) Discussion of Filling Budget-Finance Committee Vacancy  
There is currently a vacancy on the Budget-Finance Committee which may be filled by the Board of Selectmen with a term ending with the next Municipal Election on June 12, 2018.
- g) Draft Municipal Election Write-In Ordinance – Sue Look, Town Clerk  
Consideration of the first draft of an ordinance to govern how write-in votes for an open seat will be handled.
- h) Appointment – Warden for November 7<sup>th</sup> Referendum Election – Sue Look, Town Clerk

### 4) Public Comment

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*Selectman's Meeting Agenda (Page 1 of 2) October 10, 2017*

**5) Selectman Comment**

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

**a) Confirm Dates for Upcoming Regular Meetings**

- November 14, 2017
- December 12, 2017

**b) Reminder of Upcoming Holiday Schedule**

- Friday, November 10, 2017 – Veterans' Day

**7) Treasurer's Warrant**

**8) Adjournment**

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# Previous Meeting(s) Minutes

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## BOARD OF SELECTMEN Minutes

September 12, 2017

6:30pm – Regular Meeting

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:** Joe Bruno, Samuel Gifford, Teresa Sadak, and Rolf Olsen

**Selectmen absent:** Lawrence Taylor

**Town Staff in attendance:**

Don Willard – Town Manager  
Curt Lebel – Contract Assessor  
Cathy Ricker – Finance Director  
Bruce Tupper – Fire Chief  
Cathy Gosselin – Deputy Fire Chief  
Sue Look – Town Clerk

1) **Called to order** at 6:45pm by Chairman Sadak.

2) **Minutes of previous meetings**

a) June 20, 2017

**Motion** to approve by Selectman Olsen. Seconded by Selectman Bruno.

**Unanimously approved.**

3) **Public Hearing**

a) 2017-2018 General Assistance Ordinance Approval – Don Willard, Town Manager

This is the annual update of the General Assistance (GA) Ordinance which requires a public hearing.

Public hearing begun at 6:46pm .

**Unanimously approved.**

**Motion** to end public hearing by Selectman Olsen. Seconded by Selectman Gifford.

**Unanimously approved.**

**Motion** to approve the updates to the 2017-2018 GA Ordinance by Selectman Olsen. Seconded by Selectman Gifford.

**Unanimously approved.**

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*Selectman's Meeting Agenda (Page 1 of 12) September 12, 2017*

#### 4) New Business

a) Age Friendly Community – Beth Clark

The AARP Network of Age-Friendly Communities is an affiliate of the World Health Organization's Age-Friendly Cities and Communities Program, an international effort launched in 2006 to help cities prepare for rapid population aging and the parallel trend of urbanization. The program has participating communities in more than 20 nations, as well as 10 affiliates representing more than 1,000 communities. Ms Clark went over a short Power Point presentation explaining the program and will ask for official town support so they can submit the formal application to AARP for technical support. There are 35-40 town residents who are meeting to see how they can "age in place. They are looking at outdoor spaces (sidewalks, outdoor seating, accessible buildings to gather in), transportation, accessible housing, social participation/inclusion, civic participation (election workers, committee members, etc.), communication/ information, community & health services. We are currently working on communication and are working with Raymond Village Library to create a webpage. We are looking for the Town's support for our application and for mailings, flyers, etc. in the future.

Selectman Bruno – How much are you thinking you will need?

Ms Clark – At this point we do not know. We do understand that you will need to know that.

Selectman Bruno – Do you already have the information for your application?

Ms Clark – Sheila Bourque does, and our next step is to meet to complete the application if the Select Board grants their support. We will then set up a time to meet with the Town Manager to have the application signed.

Representative Jessica Fay – All we need right now is the Town to say they are OK with us doing this. We will come back at a later point and possibly during the budget process.

**Motion** to support the application, authorize Chairman Sadak to sign the application on behalf of the Select Board, and if funds are required that they come back to the Select Board by Selectman Gifford. Seconded by Selectman Olsen.

**Unanimously approved.**

b) Consideration of Extension of Jalisco LLC dba A La Mexicana's Peddler's License – Jose Manuel Chavez-Mendoza, Owner

Mr Chavez – I do not know how long to extend, I would like through December. It is going well and we are busy, but I really lost the whole summer. I have the license from the State for the whole year.

Selectman Olsen – What is the timetable for getting the new place built and getting back in there?

Mr Chavez – I wish it could be December, but each day I hear something different. They are going to take it down and build new. I have heard possibly ready by December.

Selectman Olsen – I am thinking that we could approve it through the end of the year. From a practical side can you keep it going after December?

Mr Chavez – I am going to try. I have to support my family.

**Motion** to approve an extension to December 31, 2017, by Selectman Olsen.

Seconded by Selectman Bruno.

**Unanimously approved.**

c) Consideration of the FY 2017-2018 Tax Rate – Curt Lebel, Contract Assessor

The assessing office has completed its annual preparation for tax commitment. Property tax appropriations approved by voters or their representatives on the school and county portion of the property tax have increased for this fiscal year which will necessitate an increase in the tax rate over last year's 12.10 rate.

Property Tax changes below are calculated at a proposed 12.35 tax rate:

County Tax Levy: + \$50,813.00 (7.5%)

RSU School Tax Levy: + \$426,086.04 (4.9%)

Municipal Tax Levy: - \$157,142.35 (-5.5%) Inc, TIF & Overlay

Total Tax Levy: + \$319,756.69 (2.6%)

Taxable Valuation has increased this year by approximately 5.4 million dollars' valuation and comes in at \$1,019,162,300.00. The increase would have been more substantial if not for another nearly 5-million-dollar loss in taxable valuation due to the Homestead increase to \$20,000 per homestead. Homestead reimbursements by the state were scheduled under statute to increase to 62.5% for this year. Most municipalities passed their budgets with this expectation. However, when the state passed its budget in early July, it retroactively reduced the reimbursement to 50% for this year.

With the new homestead number, I have calculated that a home receiving a homestead exemption, with an average valuation of \$300,000 would receive only a \$10 tax increase, despite a proposed .25 rate increase to cover the appropriation increases.

Below, along with last year's rate for comparison, I have selected the 3 lowest potential tax rates in 5 cent increments. Every 1 cent change to the tax rate will result in approximately a \$10,000 change in overlay. A rate of 12.30 is possible, but leaves very little overlay at \$1,600.

Upon selection of a tax rate for 2017, the necessary Warrants and Certificates will be prepared for Board signatures the following day.

	LAST YEAR (2016)		PROPERTY TAX REVENUES					
		12.10	THIS YEAR (2017) TAX RATE OPTIONS					
TAX RATE	\$	12.10	\$	12.30	\$	12.35	\$	12.40
TAXABLE VALUATION	\$	1,013,793,200.00	\$	1,019,162,300.00	\$	1,019,162,300.00	\$	1,019,162,300.00
COUNTY	\$	676,263.00	\$	727,076.00	\$	727,076.00	\$	727,076.00
SCHOOL	\$	8,746,621.85	\$	9,172,707.89	\$	9,172,707.89	\$	9,172,707.89
TIF AMOUNT	\$	206,511.85	\$	195,938.94	\$	196,735.44	\$	197,531.94
MUNICIPAL	\$	2,603,621.59	\$	2,438,360.83	\$	2,437,712.67	\$	2,437,064.51
OVERLAY	\$	33,879.43	\$	1,612.63	\$	52,422.41	\$	103,232.18
TOTAL PROPERTY TAX	\$	12,266,897.72	\$	12,535,696.29	\$	12,586,654.41	\$	12,637,612.52
Each 1 cent increment on the tax rate will affect overlay by apprx \$10,000								
	NON PROPERTY TAX REVENUES USED TO REDUCE MUNICIPAL APPROPRIATION							
	\$	12.10	\$	12.30	\$	12.35	\$	12.40
HOMESTEAD REIMB	\$	(90,568.50)	\$	(120,540.00)	\$	(121,030.00)	\$	(121,520.00)
BETE REIMB	\$	(11,047.91)	\$	(38,906.74)	\$	(39,064.90)	\$	(39,223.06)
STATE REV SHARING	\$	(134,579.00)	\$	(132,494.43)	\$	(132,494.43)	\$	(132,494.43)
OTHER REVENUES	\$	(1,380,000.00)	\$	(1,697,284.00)	\$	(1,697,284.00)	\$	(1,697,284.00)
MUNICIPAL APPROPRIATION	\$	4,219,817.00	\$	4,427,586.00	\$	4,427,586.00	\$	4,427,586.00
TOTAL NON TAX REV	\$	(1,616,195.41)	\$	(1,989,225.17)	\$	(1,989,873.33)	\$	(1,990,521.49)
TOTAL MUNICIPAL TAX REV	\$	2,603,621.59	\$	2,438,360.83	\$	2,437,712.67	\$	2,437,064.51

The Board will be asked to select and approve a tax rate at its September 12, 2017 meeting. Upon approval of the rate, the necessary warrants and certificates may be completed for signatures by the board members the next day. I will be available at the meeting to answer any follow up questions the board may have.

Mr Lebel – We have had increases to the School and the County that will necessitate a mill rate increase this year. The minimum rate that the Board can establish is \$12.30 per \$1,000. This would leave \$1,612.63 in overlay. You can go up incrementally from there, each \$0.01 increase results in approximately \$10,000 in overlay.

Selectman Bruno – Do you have to go to \$12.30? That is the minimum? You must go there, or is that your recommendation?

Mr Lebel – You have to go there. You have legally signed warrants from the County and the School to the Assessors directing you to levy that tax, and then you have the authority of the Town Meeting and that budget that was passed that has to be collected. The Assessors have to levy the voters' decision on the budgets.

Selectman Bruno – As long as we pay the County, and we pay the School, and we have plenty of money in undesignated fund balance...

Selectman Olsen – Essentially where Joe is coming from (and I do not totally disagree with) is if you look at last year we used \$4,500 for abatements and we could easily pay that out of surplus. So, if we zero out the overlay could we make the mill rate \$12.29 something?

Mr Lebel – My recommendation is to keep with what was passed at Town Meeting and not deviate by using a different number than has been voted on at Town Meeting.

Selectman Olsen – Town Meeting did not vote on overlay.

Mr Lebel – Overlay is the only piece that the Select Board has some discretion over, but it has to be a positive number, it can not be a negative number. If you went with a negative number you would not be meeting the obligations that the legislative bodies have passed.

Selectman Olsen – If we have a \$0 overlay, we are within the confine of what was approved at Town Meeting, and we have sufficient funds in reserve if we have any abatements.

Selectman Bruno – What happens if we approve the \$12.35 mill rate that will have a \$50,000 overlay and the abatements total more than \$50,000? You will come back to the Select Board and we will use monies from the \$75,000 reserve. What I am saying is what difference does that number make?

Mr Lebel – I am not making a recommendation here. I am saying that you have to warrant enough money to cover the public charges.

Selectman Bruno – Where does the \$75,000 discretionary monies fit into this?

Mr Lebel – It doesn't. It is not a part of figuring the mill rate.

Selectman Olsen – At the end of the day we need to commit \$12,535,083.66 to meet our obligations. We can not go below that.

Selectman Bruno – Since the \$75,000 is not taken into account, we could safely go to a mill rate of \$12.25 and still be OK.

Mr Lebel – I am not sure I agree with that. My job is to give you the best legal recommendation. You don't have to take it.

Selectman Olsen – I understand what you are saying Joe, but if we go with \$12.25 we have underfunded the budget unless you want to commit that \$75,000 to offset that.

Finance Director Ricker – When you are voting the \$75,000 aren't you saying that there could be items come up that were not budgeted for?

Selectman Bruno – We have used that \$75,000 maybe twice in the past 12 years.

Town Manager Willard – I think the wording of the article talks about unanticipated expenditures.

Town Clerk – The wording is: *Article 12: To see if the Town will vote to authorize the Selectmen to borrow from or appropriate from undesignated fund balance as they deem advisable to meet the unanticipated needs of the community that occur during the fiscal year with the amount not to exceed \$75,000.*

Selectman Bruno – And right now we have a \$400,000 balance above the 15% level?

Finance Director Ricker – Yes, though the audit is not complete yet.

**Motion** to approve a mill rate of \$12.30/\$1,000 by Selectman Bruno. Seconded by Selectman Olsen.

**Unanimously approved.**

Mr Lebel – Tomorrow morning I will make all the system updates and will have the warrants ready by 12:30pm.

Chairman Sadak – Thanks, Curt.

d) For Information Only – County Tax Warrant

We have received the annual Tax Warrant from Cumberland County. The total Cumberland County tax is \$29,283,062, and Raymond's share is \$727,076, which is 2.5% of the total and is a Tax Rate of 0.0006949019 based on \$1,046,300,000 in total valuation.



e) Quit Claim Deeds – Sue Carr, Tax Collector

The following foreclosed properties have had their taxes and all associated costs paid in full:

William & Maryann Coppersmith	052-108	A0315R	49 Tommahawk Trl
David & Mary Charette	052-020-J-31	C9311R	20 County Rd
Gregory & Rhonda Mayer	017-020-A	M3037R	10 Dyer Rd

**Motion** to approve quit claim deed for Map 052 Lot 108 by Selectman Bruno. Seconded by Selectman Olsen.

**Unanimously approved.**

**Motion** to approve quit claim deed for Map 052 Lot 020-J-31 by Selectman Bruno. Seconded by Selectman Olsen.

**Unanimously approved.**

**Motion** to approve quit claim deed for Map 017 Lot 020-A by Selectman Bruno. Seconded by Selectman Olsen.

**Unanimously approved.**

f) Consideration of the FEMA Grant Awarded to Public Safety for the Purchase of a Fire Truck – Bruce Tupper, Fire Chief

Per Warrant Article 39 of the 2017 Town Meeting, the Board of Selectmen are authorized to accept or reject grants, as well as authorized to expend such monies if accepted. Public Safety applied for and has been awarded a FEMA grant totaling \$275,000 for the purchase of a fire truck.

Fire Chief Tupper – Cathy Gosselin applied for the grant and we were awarded this highly competitive grant. About 4,000 applications go in under 400 will get awarded. We were very creative in how we put this grant together. The required cost page shows a \$275,000 grant with a 5% match. What we proposed is \$300,000 with a 10% match and with monies from the sale of our existing truck which can not be sold as a fire truck (because that truck does not meet safety requirements. We included \$35,000 in the CIP for this. Taking advantage of this grant will be money we don't have to ask the Town for. This truck was scheduled to be replaced soon anyway.

Chairman Sadak – I just want to say, "Awesome job!"

Selectman Bruno – That is pretty cool.

Fire Chief Tupper – Cathy did a great job assembling all of this.

**Motion** to accept the FEMA grant as presented by Selectman Olsen. Seconded by Selectman Gifford.

Selectman Olsen – How much do you think you may get for the old truck?

Fire Chief Tupper – That is unpredictable and that is why we put it in CIP. I hope we can get more than \$10,000 for it.

Selectman Olsen – That \$300,000 is a bare bones model. Do we need more.. something always comes up.

Fire Chief Tupper – There are some stock trucks coming off the line and they do not have the horsepower we need, nor the size pump we need. Those are the things that could throw our budget off a bit. We have not sent out a RFP. We called a few vendors

to get the figures for the grant application. The flaw in the process is that we got the figures a year and a half ago and prices change every January by around \$35,000.

Deputy Fire Chief Gosselin – The \$35,000 in CIP covers our 10% match plus extra. Then there is the money from the sale of the truck. Part of the issue is the timing. We can't see the current vehicle until the new vehicle is in place. We would like to commit to buy by the end of the year because prices go up January 1<sup>st</sup>. If it is a stock model you may get it 30-60 days after placing the order, if it is a designed one it may take 5 or 6 months. We have 1 year from the date of the grant to have it finalized unless you ask for an extension.

Selectman Olsen – Could we pick up any overages in the next budget season.

Deputy Fire Chief Gosselin – Most of the equipment for the new truck will come off of the old one.

Town Manager Willard – I think \$10,000 for the old truck is very optimistic. I like the idea of having it budget certain and living with it.

Selectman Olsen – I don't want us to be "Penny wise, and pound foolish" here and say we are going to settle for something that is underpowered for what we need to save \$10,000. It would still be a good deal if we had to put \$50,000 into it.

Selectman Bruno – Where does this put you on your replacement schedule?

Fire Chief Tupper – This one was scheduled to be replace in Fiscal Year 2019-2020.

Selectman Bruno – So does this push you out.

Deputy Fire Chief – We have scheduled:

- FY 2018-2019 – an ambulance
- FY 2020-2021 – a rescue vehicle
- FY 2021-2022 – another tank

So, this would allow us to skip a year. We had \$67,000 leftover in our CIP after what was designated for projects.

Selectman Bruno – So in order to fund a vehicle in 2 years you are going to need a lot of money.

Fire Chief Tupper – Yes.

**Unanimously approved.**

g) Merit Pay System Discussion – Board of Selectmen

Chairman Sadak – I requested this discussion to see how it has gone, see if there are any comments or questions from the Board.

Selectman Bruno – I would like to hear from our Town Manager to see how it has gone.

Town Manager Willard – I was not perfect in terms of its implementation, but I think it is something that we can work with. I think it is a good system. I think we may consider consulting additionally with Don Tyler, possibly for some additional training. I think it is something that over time we can refine. I think it is a workable system. It will take some time. It is not something that I or any of the Department Heads had any experience with. It is not something that we can look to another town to ask how they do it since

no other town does it this way, but I think it can work and I think it can work well. I think we should give it some time. I am optimistic about it.

Selectman Bruno – I am glad to hear that because I think in the long run it will be a better system for everybody. It is going to take time for people to adapt to it. This is a system that is used in private industry all the time. It is not something you see in government very often. If there are changes that need to be made, then let's make the changes. It is the 1<sup>st</sup> year.

Town Manager Willard – The only think I would suggest is that if you have some guidelines on what you wanted to add with respect to administration, strictures and/or guidance that you want to add. I don't think there is any reason to pitch the system.

Selectman Olsen – I wouldn't advocate throwing it away. My only concern is that no system is perfect the first time through. The question is what did we learn and what do we need to tweek?

Town Manager Willard – One thing that I would talk to Don about is we did simplify it to some degree, but a bit more simplification regarding the calculations to determine the results of the evaluations.

Selectman Bruno – The evaluations drive the whole system, and if you are not honest with the evaluations and be specific, then it is hard to implement a merit based system.

Town Manager Willard – I think we were, but I think you could get the same result without some of the redundancy that we found in the process. I am saying take out some of the repetition.

Selectman Bruno – I think you need to come to us with what you see as deficiencies and say these are what I think can be improved.

Town Manager Willard – I can do that. I would also like to get feedback from the Department Heads and bring that back to the Select Board.

Chairman Sadak – I think too going back to Don Tyler is good if there are redundancies.

Town Manager Willard – I just think it is more complicated than it needs to be, but it was not so complicated that we couldn't handle it.

Selectman Olsen – I like those types of systems, but the first time out of the box they are never perfect.

Selectman Bruno – We allocated \$55,000 for merit pay. How much was used?

Town Manager Willard – Less than half.

Finance Director Ricker – About \$18,000.

Selectman Bruno – So we still have \$37,000 leftover.

h) Consideration of Ordinance Regarding Municipal Elections and Write-In Candidates – Sue Look, Town Clerk

The Town Clerk made an inquiry over the Clerk's List-Serve asking towns how they deal with no nominated candidates for an open seat with the following results:

- Some towns notify the write-in candidate with the most votes that they have won and give the candidate the option of accepting or refusing (this is what we currently do)

- Some have adopted a minimum number of votes that an individual must receive to be declared the winner
- Some have adopted the use of Maine State Statute (Title 21-A §722) which requires a write-in candidate to declare their candidacy prior to the election.

Selectman Olsen – What happens if you have 2 seats open and 3 people get the same number of votes?

Town Clerk Look – All 3 people would be contacted to see if they were willing to accept the position. If only 2 accept there is no issue, then they will both win. If only 1 accepts or none accept, then the Select Board can appoint until the next election. If all 3 accepts, then there will be a run-off election.

Selectman Gifford – I like requiring 25 votes.

Selectman Olsen – I am not happy with the way it is now. Someone could win with 1 vote and not even wanted the position until after the fact. I would prefer to have someone who has at least thought about it first.

Town Clerk Look – The 2 write-ins who won in the last election were both surprised. 1 accepted the position and 1 declined.

Selectman Bruno – If you change this it would have to be an ordinance approved at Town Meeting. I like the idea of a minimum number of votes. I think 25 is a pretty high bar.

Town Clerk Look – Especially given that our municipal elections are in June and we have the lowest turnout in June.

Selectman Olsen – How many voters did we have at the last one?

Town Clerk Look – 255.

Selectman Bruno – Do we do our election with the school validation?

Town Clerk Look – Yes, we do them at the same time.

Selectman Bruno – I like the idea of 10.

Chairman Sadak – So if they don't hit that mark, then they do not win and we appoint somebody

Town Clerk Look – Yes.

Chairman Sadak – I am good with a number and I am also good with a percentage.

Selectman Bruno – I think to get 10 write-in votes you have to campaign for it. I think 3 or 4 are family members.

Selectman Gifford – What about declaring?

Selectman Bruno – You can hand out stickers.

Town Clerk Look – You can not put them on ballots any more. You have to know the name and the counters must be able to determine voter intent. They found a couple of things with the stickers. One is that some people would leave the stickers in the voting booth and another is that the stickers would come off and they would find some left in the ballot box.

Selectman Olsen – I like a number. 10 or 15.

Selectman Gifford – I like 25, but I would go with 15.

Selectman Bruno – 15 is fine.

Town Clerk Look – I will begin drafting an ordinance which requires a minimum of 15 votes.

Selectman Bruno – I think in the ordinance should be very specific about what constitutes a valid write-in vote.

- i) Approval of the Warrant for the Special Town Meeting Election for the Portland Water District Board of Trustees – Sue Look, Town Clerk

Every 5 years there is a seat open on the Portland Water District Board of Trustees which must be filled by secret ballot.

**Motion** to approve by Selectman Bruno. Seconded by Selectman Olsen.

**Unanimously approved.**

- j) Appointment of Weights & Measures Inspector – Sue Look, Town Clerk

The State of Maine eliminated the position of Weights & Measures Inspector more than a year ago. They have since come to realize that the position is necessary and have reinstated it. This will go into effect on November 1, 2017 (90 days after ME Legislature adjournment) and Gregory Joy of New Gloucester will be our inspector once again.

**Motion** to appoint as above by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

- k) Consideration of Granting Authority to the Town Manager to Appoint Interim and Assistant CEOs

Town Manager Willard – The assistants were appointed under the former CEO and will need to be appointed as interim until a new CEO is hired. These are CEOs from surrounding communities who have agreed to assist us:

- Alex Sirois – Casco
- Bob Folsom – Poland
- Tom Reinsborough – Gray
- John Thompson – Frye Island
- Bruce Smith – retired CEO who will be here for 6 hour days as his schedule allows

Electrical inspections are a bit of a problem as Bruce Smith is the only one who can do them at this point.

Selectman Bruno – Have we had any issues with citizens getting the services they need?

Town Manager Willard – No. Chris Hanson has also offered to do some per diem work, as well as unlimited phone/email assistance. Over time that will be less important once we have a new CEO. I have a lead on someone to do electrical inspections.

Selectman Bruno – Have you talked to the State licensing boards to find someone who is qualified to do them?

Town Manager Willard – The fellow we are talking to is State licensed. We could do that. All of our neighboring towns' CEOs are new. Bruce Smith is 20 years Cape Elizabeth, 8 years Cornish, he has been retired for a while and has done this type of interim work in a number of other towns around the Lakes Region – Sebago, Poland, Baldwin, Gray, Scarborough. We

will not get to the point that Scarborough did. They got to 6 weeks backlog of permits. There is not going to be a backlog.

**Motion** to grant authority to the Town Manager to appoint interim and assistant Code Enforcement Officers by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

#### 5) Public Comment

Representative Jessica Fay – I can get the name of the woman who does the training for CEOs from the Department of Economic and Community Development. We had some legislation that came before my committee that she participated in. We will be going into a special session at the end of October. The Governor misses us. 😊 We will be working on MEGIS funding, a food sovereignty bill from Dept of Agriculture, and Ranked Choice Voting. Bills from this past session go into effect on November 1<sup>st</sup> (unless they were passed as an emergency). The Real ID law was passed as an emergency and is in effect now. Your current license will be accepted until 2020. The Real IDs are not being issued yet, but will be soon. I will be going to the Maine Agency on Aging Wisdom Summit, their annual meeting, and I will bring information back to the Age Friendly Community group to aid in going about that work. October is Domestic Violence Awareness month and I am hoping we will be able to have an event to raise awareness of economic abuse. There is another week and a half to submit legislation, but it must be an emergency.

#### 6) Selectman Comment

None

#### 7) Town Manager's Report and Communications

##### a) Confirm Dates for Upcoming Regular Meetings

- October 10, 2017
- November 14, 2017

##### b) Reminder of Upcoming Holiday Schedule

- October 9, 2017 – In observance of Columbus Day

We had a very busy building summer. Revenues are doing good. We are seeing “mega” houses on the lake. One could be \$20-25 million.

Frank McDermott – I understand that we are having more of these edifices on the “gold coast” and I think we need to set up a system of taxes where a new house with a value of \$10,000,000 or more are put into a special pool and the taxes would go to fund things such as community centers, town halls, recreation areas, etc. It wouldn't be taking away from what we have today. It is taking from what I call excel and funding items that the Town of Raymond desperately needs.

**8) Treasurer's Warrant**

**Motion** to approve the September 12, 2017 Treasurer's Warrant totaling \$101,271.13 by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

**9) Executive Session**

a) Consideration of Town Report Dedication (Pursuant to MRSA 1 §405 (6)(A))

**Motion** to enter executive session as noted above by Selectman Olsen. Seconded by Selectman Gifford.

**Unanimously approved.**

**Motion** to leave executive session by Selectman Olsen. Seconded by Selectman Gifford.

**Unanimously approved.**

**Motion** to authorize the Town Clerk to enact the recommendation of the Board by Selectman Olsen. Seconded by Selectman Bruno.

**Unanimously approved.**

**10) Adjournment**

**Motion** to adjourn at pm by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

Respectfully submitted,

Susan L Look  
Town Clerk

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# Appointment of Code Enforcement Officer

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## Board of Selectmen

401 Webbs Mills Road  
Raymond, Maine 04071  
1-207-655-4742

## Appointment of Code Enforcement Officer

Pursuant to M.R.S.A. 30-A §2601-A, the undersigned Board of Selectmen of the Town of Raymond do hereby vote to appoint and confirm **Scott Dvorak** to be the Code Enforcement Officer for a term ending June 30, 2018.

Given under our hands on the 10<sup>th</sup> day of October, 2017.

\_\_\_\_\_  
Teresa Sadak, Chairman

\_\_\_\_\_  
Rolf Olsen, Vice-Chairman

\_\_\_\_\_  
Joe Bruno, Parliamentarian

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

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





*Town of Raymond  
401 Webbs Mills Road  
Raymond Me 04071  
Don Willard  
Town Manager  
[don.willard@raymond.maine.org](mailto:don.willard@raymond.maine.org)*

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*Town Office 207-655-4742*

*Fax 207- 655-3024*

October 5, 2017

Mr. Scott Dvorak  
8 Kilgore Road  
Bridgton ME 04009

Dear Scott,

I am writing in follow up to our telephone conversation on September 29, 2017 regarding your appointment as Code Enforcement Officer for the Town of Raymond. First, I want to congratulate you on being chosen from a highly qualified field of candidates. The staff and I are all looking forward to working with you.

We agreed on an annual salary of \$60,000 per year with your next potential adjustment on July 1, 2018 subject to the town's merit pay system and related approved budget. Annual increases thereafter will also be subject to merit reviews, budget approvals and applicable policies. All employees are considered probationary for the first six months. At the end of the probationary period you will receive a formal written evaluation. A favorable evaluation at that time will end your probationary employment status.

Your employment start date will be October 24, 2017 at 7:30 AM. I will see that you are assigned a security code for the rear entrance door and keys for the Code Enforcement Officer's vehicle. Given that you reside in Bridgton, this vehicle will not be for take home use.

I have included enrollment forms for payroll and policies that you will need to read and sign off on as well as a copy of The Town of Raymond's Personnel Policy for your review.

In the meantime, if I can provide and further information or assistance, please do not hesitate to contact me or Rita Theriault, Human Resource Officer.

Sincerely,

Donald Willard  
Town Manager

Cc: Board of Selectmen  
Selection Committee  
File

**Scott Dvorak**  
8 Kilgore Road, Bridgton, ME 04009  
Cell: 207-333-0090  
Email: [scottdvorak64@gmail.com](mailto:scottdvorak64@gmail.com)

Town Manager  
Mr. Don Willard  
401 Webbs Mill Road  
Raymond, ME, 04071

**RE: Code Enforcement Officer**

Dear Mr. Willard:

I read your job for Code Enforcement Officer with interest. I can offer The Town of Raymond, Maine:

Over 30 years of construction experience and over 3 ½ years of Code Enforcement Officer experience- Ability to work with and understand the different trades in construction, problem solving, scheduling onsite inspections, reports and extensive knowledge of building materials and techniques, physically able to complete all tasks involved.

In addition to my construction and Inspection experience, I have excellent communication skills. I always maintain a professional manner when communicating with people. My experience and range of skills make me an exceptional candidate for this position.

My resume will provide additional information on my background and qualifications. I look forward to hearing from you as soon as possible to arrange time for an interview.

Thank you for your consideration,



Scott Dvorak

# Scott Dvorak

Cell: 1-207-333-0090

E-mail: scottdvorak64@gmail.com

## Work Experience

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### **Assistant Code Enforcement Officer - Town of Gorham, Maine - February 18, 2014- Present**

- Communication skills
- Record keeping
- Foundation inspections
- Rough-in inspections (Plumbing, Framing and Electrical)
- Insulation inspections
- Reviewing plans
- Reviewing and issuing **permits** for Residential and Commercial projects.
- Schedule inspections
- Work up front on the counter when needed
- Ability to work in a team or individual work place

### **Carpenter/Owner- New World Carpentry- December 2012 – Present**

- Organization skills
- Communication skills
- Financial record keeping
- Logistics

### **Carpenter/Foreman - Scribner Builders – August 1992 – December 2012**

- Familiar with all stages of construction from frame to finish with a high standard of quality.
  - Strict safety procedures adhered to.
  - Researched for new materials and techniques.
  - Read and interpret complex blueprints.
  - Estimated building materials and labor costs.
  - Understand and comply with residential building codes.
  - Ability to make judgment decisions in the moment.
  - Supervising experience
  - Communication does not only mean being understood, but also understanding the other person.
  - Ability to communicate well with subcontractors and Homeowners
-

**Carpenter/laborer – Conforte Builders 1990-1992**

- Ability to receive supervision
  - Work independently
- 

**Carpenter/laborer – Country Builders 1989-1990**

- Quality control crew
- 

**Carpenter/laborer – Better Homes 1986-1989**

- Acquired knowledge of different construction techniques
- 

**Commercial construction/laborer- Porter Memorial Hospital - 1985-1986**

**Education**

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- Ashton High School, Ashton, IL
- Sauk Valley Community College, Dixon, IL
- I have attended multiple training sessions provided by MBIOA. A list of training classes attended may be made available.

**Certifications**

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- Maine Residential Building Code (IRC 2009)
- Commercial Building Code (IBC 2009)
- Maine Subsurface waste water disposal systems
- Maine Internal Plumbing Code (Uniform Plumbing Code 2009)
- Legal Issues
- Maine Land Use
- Shoreline Zoning
- Maine Energy Code (IECC 2009)
- Maine Existing Building Code IEBC
- Local Plumbing Inspector Certification #1183
- Code Enforcement Officer for Residential and Commercial Building Code Certification #1001

### **Computer Skills**

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- Proficient with Microsoft Word, Microsoft Office, Excel and Internet
  - Smart phone applications
  - E-mail
  - GIS
-

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# Library Update

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## **Raymond Village Library October 2017**

This past year has been a transformative one for the Raymond Village Library. The primary focus has been to provide patrons with a community space that is welcoming, accessible, and that provides a comfortable place to read, access information and participate in engaging programs and events.

### **Renovations Completed**

Improving physical access and creating a patron-oriented atmosphere has been a priority. Through a generous donation from Basil and Dia Chigas, in memory of Raymond residents Charles and Florence Chigas, the library was provided with the opportunity to renovate and modernize the staff office space and circulation area. An anonymous challenge grant combined with the generosity of the Raymond business community and individual donors also allowed for the renovation and construction of an ADA accessible restroom. A new outdoor reading space in the community garden was also constructed and donated by Highwire Hydroponics.

These projects, along with a 6-month space reallocation project conducted by the staff, have resulted in a more accessible and welcoming environment for all residents. We would like to thank Island Cove Building and Development, Paris Farmer's Union, Miller Flooring, Hancock Lumber Company, Dave Blanchard, Woodbrey Consulting, Mike Knight, Tim Sanborn, Nick Hardy, Raymond Public Works and all the donors and volunteers who helped make the library renovations possible.

### **Expanded Services**

In addition to improvements to the physical space within the library and community garden, new patron services have been implemented. Patrons who are unable to visit the library due to short or long-term illness or disability can sign up for at-home-delivery services of books, DVDs and magazines. Notary services are also now available by appointment, and technology training sessions are being scheduled on a monthly basis.

### **Collection Development**

As of September 2017, the library houses 21,750 books, audiobooks, magazines, and DVDs. The selection of materials continues to be a priority for all library staff. Through ongoing collection assessment and review of professional journals, staff have ensured that a balanced and current collection is available to meet the diverse needs and interests of a wide variety of patrons within the limited space available.

## **Patrons & Circulation**

The library circulated 20,079 items with 10,753 patron visits to the library over the past year. To expand access to materials beyond our collection, interlibrary loan services were provided that allowed patrons to borrow materials from other participating libraries. Weekly van delivery supported through the Southern Maine Library District provided timely and easy access to a wide variety of holdings, which allowed for 477 interlibrary loan requests to be processed for patrons this past year.

## **Technology Services**

In addition to print materials, the library provides patrons with access to computers and online resources. The library is dedicated to providing this access and currently maintains four Windows computers with access to the Internet and Microsoft Office Suite. 1,055 individual computer sessions were logged over the past year. Printing, copying, scanning and faxing services, and 24/7 Wi-Fi access are also available. Online resources, including the Koha online catalog, MARVEL, which provides patrons with full-text magazines, newspapers and reference materials, and the Cloud Library, which provides patrons with access to downloadable audiobooks and e-books were heavily utilized.

## **Children's Services and Programs**

Children's services continue to be a priority at the library. Children participate in baby and preschool story time, Lego club, & craft time on a weekly basis. A new teen advisory group was formed over the summer, where teens are invited to participate in community service activities and advise the library on purchases and programs of interest to their age group.

RVL's new reading therapy dog now provides a fun and non-judgmental atmosphere for children to practice their reading skills. Lucy is a certified therapy dog from Therapy Dogs International who meets with young readers on a monthly basis.

The summer reading program hosted several special events, including a fire safety session, Mad Science presentation, Hancock Lumber presentation, cupcake decorating and a Chewonki reptile program sponsored by Loon Echo. Families also enjoyed access to reduced fee community passes to the Portland Children's Museum and the Maine Wildlife Park.

A grant from the Ezra Keats Foundation allowed for the creation of a monarch butterfly garden and a life cycle observation and release program for children of all ages. An additional grant from Loon Echo Land Trust allowed for a Chewonki reptile presentation and the addition of circulating nature backpacks to the collection.

### **STEM Programming**

Now that the physical space within the library has been addressed, plans are underway to add a science and technology station in the children's room. Presentations and activities will include coding, robotics, circuitry, microbiology and astronomy topics. Coding, circuitry, chemistry and geology kits are being assembled and will be ready for circulation in October. Technology classes for children and teens on a variety of topics will be starting in November.

### **Adult Programming**

The library continues to host a popular adult book group each month along with multiple author talks for adults, including presentations by Roger Guay, Tess Gerritsen, Bruce Coffin, Brenda Buchanan, Michelle Patch, Christopher Morin, Anne Gass & Monica Wood.

A total of 185 programs were held for children and adults with 2,136 attendees.

### **Community Partnerships**

Collaborative efforts are underway with a variety of organizations including the Raymond Schools, the Raymond Hill Community Center, the Age-Friendly Communities Initiative, the LIONS Club, local 4-H chapter and other local businesses and artists. Outreach programming is also underway with our first event held at Jordan Bay Place community room in September. These collaborative efforts have allowed for additional social and cultural enrichment opportunities for the residents of Raymond, including Dr. Seuss night, holiday tree lighting ceremony, art displays and a summer math program. The library also organized and coordinated the Everybody Loves Raymond Day this past summer, providing a family friendly event, which included a boat parade, walking parade, games and vendors.

### **Fundraising and Grants**

In addition to annual appeal and challenge grant fundraisers, the Raymond community has supported the library through participating in a variety of fundraising activities, including the bi-annual garden tour, annual and ongoing book sales, spring plant sale, holiday basket & bake sale, bottle redemption program and other special fundraising events throughout the year.

The Raymond Village Library is deeply appreciative of all of the patrons, volunteers and donors who continue to actively support the library. This support has been invaluable in enabling the library to fulfill its' mission and commitment to the community. This community support has allowed us to save thousands of dollars on technology, maintenance and operational expenses each year. We are truly grateful for the continuing support from the Town of Raymond and the Raymond community.



# Raymond Village Library

## 2016-17 INCOME STATEMENT

July 2016 - June 2017

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
<b>REVENUE</b>			
4000 Unrestricted Income			
4100 Annual Appeal	30,692.77	23,000.00	133.45 %
4200 Special Events - Fundraising	17,177.64	10,000.00	171.78 %
4300 Other Contributions	58,664.19	57,000.00	102.92 %
4400 Earned and Unearned Income	8,379.78	3,600.00	232.77 %
<b>Total 4000 Unrestricted Income</b>	<b>114,914.38</b>	<b>93,600.00</b>	<b>122.77 %</b>
4500 Funds Income			
4600 Grant Funds	823.24	5,000.00	16.46 %
4700 Donations Restricted	26,928.76	7,250.00	371.43 %
<b>Total 4500 Funds Income</b>	<b>27,752.00</b>	<b>12,250.00</b>	<b>226.55 %</b>
4900 In-Kind Contributions	1,767.75		
<b>Total Revenue</b>	<b>\$144,434.13</b>	<b>\$105,850.00</b>	<b>136.45 %</b>
<b>GROSS PROFIT</b>	<b>\$144,434.13</b>	<b>\$105,850.00</b>	<b>136.45 %</b>
<b>EXPENDITURES</b>			
6000 Operational Expenses			
6100 Fundraising Expense	5,352.81	2,000.00	267.64 %
6200 Temporarily Restricted Fund Exp		5,000.00	
6300 Restricted Funds	312.89	1,250.00	25.03 %
6400 Books/Media/Magazines	9,919.09	7,000.00	141.70 %
6401 Library Programs & Supplies	2,812.67		
6500 Salaries & Related Expenses	61,158.68	68,896.00	88.77 %
6600 Contractual Exp -Professional	1,305.00	1,900.00	68.68 %
6700 Building & Maintenance	11,519.65	11,539.00	99.83 %
6800 General Expenses	7,084.28	6,382.00	111.00 %
<b>Total 6000 Operational Expenses</b>	<b>99,465.07</b>	<b>103,967.00</b>	<b>95.67 %</b>
6900 Miscellaneous In-Kind expenses	650.00		
6910 Special Project - Construction	18,386.30		
<b>Total Expenditures</b>	<b>\$118,501.37</b>	<b>\$103,967.00</b>	<b>113.98 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$25,932.76</b>	<b>\$1,883.00</b>	<b>1,377.20 %</b>
<b>NET REVENUE</b>	<b>\$25,932.76</b>	<b>\$1,883.00</b>	<b>1,377.20 %</b>

# Raymond Village Library

## YEAR TO DATE BUDGET VS. ACTUALS: 2017-18

July - September, 2017

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
<b>REVENUE</b>			
4000 Unrestricted Income			
4100 Annual Appeal	710.00		
4101 Individuals/Families		24,000.00	
4102 Business		5,000.00	
<b>Total 4100 Annual Appeal</b>	<b>710.00</b>	<b>29,000.00</b>	<b>2.45 %</b>
4200 Special Events - Fundraising	<b>2,378.99</b>	<b>8,400.00</b>	<b>28.32 %</b>
4300 Other Contributions	<b>15,391.31</b>	<b>61,000.00</b>	<b>25.23 %</b>
4400 Earned and Unearned Income	<b>2,762.39</b>	<b>500.00</b>	<b>552.48 %</b>
<b>Total 4000 Unrestricted Income</b>	<b>21,242.69</b>	<b>98,900.00</b>	<b>21.48 %</b>
4500 Funds Income			
4700 Donations Restricted			
4705 Special Project - Construction	4,304.08		
<b>Total 4700 Donations Restricted</b>	<b>4,304.08</b>		
<b>Total 4500 Funds Income</b>	<b>4,304.08</b>		
<b>Total Revenue</b>	<b>\$25,546.77</b>	<b>\$98,900.00</b>	<b>25.83 %</b>
<b>GROSS PROFIT</b>	<b>\$25,546.77</b>	<b>\$98,900.00</b>	<b>25.83 %</b>
<b>EXPENDITURES</b>			
6000 Operational Expenses			
6100 Fundraising Expense	1,710.56	2,000.00	85.53 %
6400 Books/Media/Magazines	2,178.84	11,500.00	18.95 %
6401 Library Programs & Supplies	500.18	1,200.00	41.68 %
6500 Salaries & Related Expenses	16,053.26	63,550.00	25.26 %
6600 Contractual Exp -Professional		1,650.00	
6700 Building & Maintenance	1,412.45	7,312.00	19.32 %
6800 General Expenses	4,538.21	8,600.00	52.77 %
<b>Total 6000 Operational Expenses</b>	<b>26,393.50</b>	<b>95,812.00</b>	<b>27.55 %</b>
6910 Special Project - Construction	4,304.08		
<b>Total Expenditures</b>	<b>\$30,697.58</b>	<b>\$95,812.00</b>	<b>32.04 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$ -5,150.81</b>	<b>\$3,088.00</b>	<b>-166.80 %</b>
<b>NET REVENUE</b>	<b>\$ -5,150.81</b>	<b>\$3,088.00</b>	<b>-166.80 %</b>

# Quit Claim Deed Correction

## 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: **9/12/2017**

Request Date: **08/09/2017**

Requested By: **Sue Carr**

Address:

eMail:

**sue.carr@raymondmaine.org**

Phone #:

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

Information Only

Public Hearing

Report

Action Item

Other - Describe

Agenda Item Subject: **Quit Claim Deeds**

Agenda Item Summary: **Quit Claim Deed Corrective for Village Vet Assco c/o Ernest W. Vandermast. Back in 1999 a Quit Claim Deed was done with incorrect Bk number. Now trying to sell property and need the Quit Claim Deed corrected. Error was found through the title search.**

Action Requested/  
Recommendation:

**Sign Quit Claim**

Attachments to  
Support Request:



*Town of Raymond  
401 Webbs Mills Rd  
Raymond Me 04071*

*207-655-4742*

*Fax: 655-3024*

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*October 10, 2017*

*Quit Claim Deed Corrective for Village Vet Assco c/o Ernest W. Vandermast. A Quit Claim Deed was done back in 1999 with the wrong book number on it. The owners are now trying to sell the property and through the title search the error was found. We need to resubmit a new Quit Claim Deed to correct it.*

*Thank you,  
Sue Carr*

**Maine Short Form Quit Claim Deed Without Covenant Corrective**

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to Village Vet Assoc c/o Ernest W. Vandermast in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map19, Lot 43

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 19, Lot 43, in the name of Village Vet Assoc c/o Ernest W. Vandermast and recorded in said Registry of Deeds.

BK 13326 PG 111

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by TERESA SADAK, LAWRENCE TAYLOR, JOSEPH BRUNO, SAMUEL GIFFORD, AND ROLF OLSEN thereto duly authorized, this 10th day of October, 2017.

THE INHABITANTS OF THE TOWN OF RAYMOND

\_\_\_\_\_  
Witness to All

By: \_\_\_\_\_  
TERESA SADAK, Selectman

\_\_\_\_\_  
LAWRENCE TAYLOR, Selectman

\_\_\_\_\_  
JOSEPH BRUNO, Selectman

\_\_\_\_\_  
SAMUEL GIFFORD, Selectman

\_\_\_\_\_  
ROLF OLSEN, Selectman

STATE OF MAINE  
CUMBERLAND, SS.

Personally, appeared the aforesaid Selectmen, known to me, this 10 day of October 2017 and acknowledged before me the foregoing instrument to be their free act and deed in their said capacity.

\_\_\_\_\_  
Notary Public

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# Assessing Agent's Contract

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## GENERAL AGREEMENT FOR SERVICES

This Independent Contractor Agreement (the "Agreement") is made and entered on October 10, 2017, by and between the Town of Raymond, Maine and Curt E. Lebel ("Contractor") (collectively referred to as the "Parties" or individually as a "Party").

The Parties agree as follows:

**I. SERVICES:** The Contractor agrees to provide services consisting of:

Consulting Assessing Services to the satisfaction of the Selectmen/Assessors. Specific services to include the following:

- (1) Provide the Selectmen/Assessors with consulting services to assist them and the Assessing staff in complying with Maine Law regarding property tax assessment.
- (2) Maintain work hours for the Town of Raymond under this Agreement in accordance with Attachment A. Contractor agrees to provide 60 days of service through the term of the agreement.
- (3) The Contractor agrees to perform the following services:
  - Perform field inspections on properties that have been either
    - issued a building permit prior to April 1<sup>st</sup> of each year;
    - considered unfinished construction as of the previous April 1<sup>st</sup>; or (C) identified by the Assessors, Assessors Agent, or Town Manager as needing a field inspection. The field inspections are intended to verify and/or correct the physical descriptions on the existing property record cards.
  - Analyze results of State sales ratio studies to measure the equity of current assessments.
  - Make recommendations to Assessors on ways to improve equity of assessments.
  - Review and make recommendations to the Assessors on abatement requests.
  - Provide support and defense of assessments of behalf of the Board of Assessors before the local Board of Assessment Review, if necessary.
  - Work in cooperation and advise the Board of Assessors, Town Manager, Assessing Office Administrative Assistance, and Code Enforcement Officer to maintain standard operating procedures for the Assessing Office
  - Work toward instilling public confidence in the operation of the Assessing Office through courteous treatment of the public and cooperation with Town employees.
  - Develop and maintain the annual Assessing Department budget in cooperation with the Town Manager or Designee.
  - Prepare the Towns annual tax commitment warrant and certificates of assessment

for authorization by the Board of Assessors.

- Meet with Assessors and Town Manager in regard to annual appropriations, tax commitment and tax rate and overlay

(4) Direct and assist Town Staff with the following tasks, when necessary:

- Maintenance of computerized and manual records of the Town's Assessing Office.
- Completion of the Municipal Valuation Return to Maine Revenue Services by November 1<sup>st</sup> annually.
- Completion of the Turnaround Document to Maine Revenue Services.
- Completion of the Tree Growth Survey for Department of Conservation.
- Calculation and assessment of tree growth, open space, farmland and working waterfront withdrawal penalties.
- Review taxpayer lists (if the Town utilizes them) for changes in addresses or construction.
- Produce new property cards for new properties.
- Establishment of land valuations for new lots and reprice existing lots that have changed on the maps.
- Organize and record all pertinent ownership, address and/or valuation changes.
- Assistance with all reimbursement and exemption applications (i.e. BETR 801, Homestead, Veterans) and all other forms required by the State (i.e. growth rate calculations).
- Processing of annual personal property declarations.

**2. TERM:** Contractor shall provide services to the Town of Raymond pursuant to this Agreement for a term beginning on October 1, 2017 and ending on September 30, 2018 (the "Agreement Term").

If the Parties wish to amend specific terms of the agreement, they may do so upon written agreement agreed to and approved by both Parties.

**3. COMPENSATION:** For services provided, the Town of Raymond will pay Contractor at the rate described below per day of service. (Day of Service is defined as normal business hours of the Town of Raymond, 8:30 a.m. to 4:00 p.m.)

October 1, 2017 Through September 30, 2018- \$500.00 per day, 60 days= \$30,000

If the Town of Raymond is not open for business on a scheduled Contractor work day or portion thereof due to any reason other than posted Holiday, the Town of Raymond will pay for that period at the rate set forth above. The Parties agree this provision is intended, but not limited, to Town of Raymond closures or early releases due to inclement weather or other unforeseen events beyond its control.

Services provided outside of normal business hours, including but not limited to, appeals relating to previous contractors, and requests from the Town of Raymond for services other than other described herein, shall be billable to the Town of Raymond at the rate of \$75.00 per hour of service. Contractor shall not perform services outside of normal business hours unless mutually agreed upon by both Parties.

Services may be billed biweekly with payment due within 14 days of receipt of invoice from Contractor.

**4. INSURANCE:** The Contractor shall carry and maintain in force public liability and Worker's Compensation insurance (if applicable), and shall save the Town of Raymond and its officers harmless from all claims, demands, payments, suits, actions, recoveries and judgements of every kind and description brought or recovered against it by reason of an act or omission of said contractor, his agents or employees, in the execution of the work, including claims relating to labor and materials, patent rights and copyrights used in performing the work. The Contractor's public liability insurance policy shall provide comprehensive coverage against claims for personal injury, death, property damage, including the negligent loss, damage and/or destruction of valuable papers and Town records and documents. Liability limits shall not be less than \$1,000,000 for any and all claims arising out of a single occurrence. To the extent permitted by law, as such insurance provided by the Contractor shall be carried in favor of the municipality and its officers, employees and agents as well as in favor of the Contractor. The Contractor shall not deny liability because of any legal defense or statutory immunity to which the municipality is entitled by reason of being a municipality. All certificates of insurance showing policies covering insurance described herein shall be filed with the municipal officers.

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

- (1) Contractor shall furnish a vehicle for use in performance of services during normal business hours. Contractor shall maintain comprehensive automobile insurance coverage, ensure that all drivers in its employ are properly licensed and insured, and ensure that all such vehicles are properly inspected and registered.
- (2) Contractor shall bear expenses incurred in maintaining all certifications and Licenses necessary for the Contractor to provide services as stated in Section 1 of this Agreement; however, the Town of Raymond shall bear expenses and dues for seminars, trade conferences and professional organizations in which the Contractor's attendance or membership is requested or required by the Town of Raymond.
- (3) Upon receipt of proper invoices and proof, the Town of Raymond shall reimburse Contractor, at the Town of Raymond's current approved rate, for mileage incurred in the performance of services outside normal business hours described in Section III, or for attendance of seminars, trade conferences and professional organizations



in which the Contractor's attendance or membership is requested or required by the Town of Raymond.

- (4) Contractor shall furnish materials, tools, and equipment, except as otherwise specified in the RFP deemed by both Parties to satisfactorily perform the services required by this Agreement.
- (5) Town of Raymond shall furnish adequate administrative assistance and cooperation to assist Contractor in performing the services required under this Agreement. Contractor shall maintain a separate place of business, but shall be provided space at the Town of Raymond as may be necessary to perform the services described in this Agreement.
- (6) Contractor shall bear all other expenses incurred in the performance of this Agreement.

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

**7. WARRANTY:** The Contractor warrants:

- (1) That it is familiar with all State Statutes, rules, regulations and orders which may in any way affect the services.
- (2) That it will maintain all certifications required through the "Term of Agreement".
- (3) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.
- (4) That it is financially solvent, is experienced in and competent to perform the services and is able to furnish the materials, tools and equipment required by Section I, Section IV and Section V of this Agreement.

**8. TERMINATION:**

In addition to any and all other rights "Parties" may have available according to law, if the Town of Raymond or Contractor defaults by failing to substantially perform any provision,

term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement. The Town of Raymond reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Contractor, whenever the Town of Raymond, in its sole discretion, determines it to be in the Town of Raymond's best interests to do so. In the event of a termination under this Section VII.2, the Contractor shall be entitled to receive all compensation earned through the effective date of the termination, as well as an additional payment equal to one-sixth (1/6) of the contract amount, as full and final compensation for all services performed or to have been performed under this Agreement. The Contractor reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Town of Raymond, whenever the Contractor, in its sole discretion, determines it to be in the Contractor's best interests to do so. In the event of a termination under this provision, the Contractor shall be available to provide services through the effective date of termination and shall be entitled to receive all compensation earned through the effective date of termination as full and final compensation for all services performed or to have been performed under this Agreement.

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

**10. RETURN OF PROPERTY:** All drawings, notes, documents, plans and specifications or other material to be developed under this Agreement shall become the property of the Town of Raymond and be promptly delivered to the Town of Raymond upon the completion of services under this Agreement or sooner upon the Town of Raymond's written request, or the termination of the Agreement.

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

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

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

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

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

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

The Town of Raymond:

Town of Raymond  
401 Webbs Mills Rd  
Raymond, Maine 04071

Contractor:

Curt E. Lebel  
20 Popple Lane  
Richmond, Maine 04357

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

**THE TOWN OF RAYMOND:**

\_\_\_\_\_  
*Don Willard, Town Manager*

**CONTRACTOR:**

\_\_\_\_\_  
*Curt Lebel*

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# Draft Municipal Election Write-In Ordinance

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*Susan L Look  
Raymond Town Clerk  
401 Webbs Mills Road  
Raymond, Maine 04071  
207.655.4742 x121*

October 5, 2017

To: Board of Selectmen

From: Sue Look, Town Clerk

**Re: Changes to Election Related Miscellaneous Ordinance**

When asked to add a Miscellaneous Ordinance to address Write-In Candidates for Municipal Elections, I first looked at the existing ordinances to see if there was one that could have this added to it. What I found was that in June 2012 there was an ordinance added pertaining to the recall of municipal officials. This recall ordinance incorporates the requirements of 30-A MRSA §2505 and is therefore unnecessary. Also, if Title 30-A were to change we would need to update our ordinance.

I am proposing that we remove the verbiage of this existing Miscellaneous Ordinance and replace it with the one on the next page which references Titles 30-A and 21-A and add the desired language pertaining to Write-In Candidates for Municipal Elections.

## ELECTIONS

### GOVERNING RULES OF MUNICIPAL ELECTIONS

All municipal elections will be governed by Title 30-A MRSA and where silent by Title 21-A MRSA with the following exception:

#### 1. WRITE-IN CANDIDATES

Write-In Candidates: A write-in candidate shall be elected by plurality vote, provided that such write-in candidate shall receive a minimum of fifteen (15) votes. Any write-in candidate receiving fewer than fifteen (15) votes shall not be considered elected. A write-in vote will be counted in accordance with both Title 21-A MRSA §692 (2) and the rules pertaining to determining “voter intent” as established by the Secretary of State – Division of Elections.

## ELECTED OFFICIAL RECALL & APPOINTMENT ORDINANCE

Adopted June 5, 2012

### Section 1. — Petition for a Recall and Notice of Intention:

Registered voter of the Town of Raymond may at any time initiate a petition to recall an elected official of the Town by filing with the Town Clerk (hereafter "Clerk") a Notice of Intention containing the name(s) and address(es) of the voters signing the Notice and designating the name and address of one such voter to receive notices from the Town. The affidavit must state the name of and the office held by the official sought to be recalled and must contain a statement of the reason or reasons for the proposed recall. Each voter must sign the Notice in the presence of a circulator. The circulator must sign the petition form(s) before a notary public or other person authorized to administer oaths under Maine law before submitting finished petition form(s) to the Clerk. If more than one elected official is sought to be recalled, a separate affidavit must be filed regarding each. Only one official can be named on each recall petition.

### Section 2. — Petition Forms:

- A. Upon receipt of such Notice of Intent, the Clerk shall prepare and issue petition forms within three (3) business days to the person designated under Section 1 to receive notices. The petition forms prepared by the Clerk shall comply with the requirements of state and local law. Petition forms may be circulated by any registered voter of the Town of Raymond. The forms must include:
- B. At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk as outlined under Section 3.
- C. Spaces for each voter's signature, actual street address and printed name; and
- D. Space at the bottom of the form for the name and address of the person circulating the petition form which must be signed before a notary public or other person authorized to administer oaths under Maine law before submitting finished petition form(s) to the Clerk.
- E. The petition forms must be filed in the office of the Clerk during the normal business hours of the Clerk's office. In order to be accepted for filing, the petition forms must be assembled as one instrument and filed together at the same time. The Clerk shall make a notation on the first page of the petition of the date and time of the filing.
- F. If the deadline for filing the petitions falls on a Saturday, Sunday, or a holiday on which the Clerk's office is closed, the deadline for filing the petition is extended to the next day during which the Clerk's office is open for business.

### Section 3. — Collection and Submission of Signatures:

A petition form, as defined under Section 2, may be circulated or signed only by a registered voter of the Town of Raymond. A circulator of the petition form shall fill in the information required under Section 2, paragraph C and sign the form in front of a notary public or attorney prior to the submission of the form(s) or in front of the Clerk. The initiator of the petition, described under Section 1, shall collect the petition forms from all the circulators and submit the signed petition forms to the Town Clerk within 30 days of receipt of notice from the Clerk that the petition forms were available, see Section 2. Under Section 2, the Clerk may not accept a petition form submitted more than 30 days after sending notice of availability to the initiator, and any voter signatures on any such late form are invalid.

### Section 4. — Petition Certification and Notification:

For the forms submitted within 30 days after the date the Clerk issued the petition forms, the Clerk shall review the petition pursuant to Section 2. In making those determinations, the Clerk shall apply the following criteria:

1. ~~If any individual petition form fails to comply with the requirements of Section 904, that particular petition form is invalid and signatures cannot be used.~~
2. ~~If the affidavit of the circulator on any individual petition form has been altered or tampered with in any way, that particular petition form is invalid and signatures cannot be used.~~
3. ~~If any voter has signed more than one petition form, that voter's name shall be counted only once.~~

~~If the Clerk determines that the petition is sufficient and contains the signatures of a number of registered voters of the Town equal to at least 10% of the number of votes cast in Raymond in the last gubernatorial election, the Clerk shall so certify the petition and immediately give written notice of the validity to the Board of Selectmen in writing and to the official sought to be recalled.~~

~~If the Town Clerk finds that the number of valid signatures submitted, as described under Section 3 does not meet the requirements for a petition per Section 4, the Town Clerk shall file the petition and the petition forms in the Clerk's Office and notify the initiator of the petition that the petition is insufficient but may be amended within 5 business days (days when the Town Clerk's office is normally open for business). After the date of such notice the circulator may file additional, supplementary petition forms, which shall be issued, circulated and filed in the same manner as the original petition. Supplementary petition forms shall be returned no later than 14 business days from date of notice. The Clerk shall review them in the same manner as the Clerk reviews an original petition. If the Clerk finds that the petition is still insufficient, the Clerk shall notify the Board of Selectmen, the initiator, and the official sought to be recalled in writing of that determination within 5 business days. That determination by the Clerk shall not prevent the filing of a new petition for the same purpose.~~

~~Upon receipt of notice of determination, the official sought to be recalled may submit his or her resignation in writing to the Board of Selectmen, as applicable, in which case the position shall become vacant as of the date of the written resignation and shall be filled pursuant to Section 9, as applicable.~~

**Section 5.**

~~If the official sought to be recalled does not resign from the office within 10 business days of receiving the certification of petition pursuant to Section 4, the Board of Selectmen shall proceed to call and conduct a recall election to determine if the official should be recalled. Upon receipt of the certification of sufficiency and validity from the Clerk, the Board of Selectmen shall call a public hearing to be held within 30 days of the date of the Clerk's certification. Notice of the public hearing shall be given in the same fashion as notice of proposed ordinances.~~

~~After the public hearing, the election must be held no less than 45 days nor more than 85 days after certification of the petition per Section 4 unless a regular municipal election is scheduled within 90 days of the certification of the petition, in which case the recall election must be held on the date of the regular municipal election. If the Board of Selectmen fail to schedule a public hearing and/or recall election within 15 days of the certification of the petition, the Town Clerk shall schedule either pursuant to the date requirements of this section.~~

**Section 6. — Ballots for Recall Election:**

The ballot question for a recall election shall be substantially as follows:

\_\_\_\_\_ "Do you authorize the recall of [name of elected official] from the position of [name of position]?"

\_\_\_\_\_ ( ) Yes \_\_\_\_\_ ( ) No "

**Section 7. — Results of Recall Election:**

Within 2 business days of the recall election, described under Section 5, the Town Clerk shall certify and record the election results and notify the Board of Selectmen of those results. If a majority of the voters voting in the recall election vote in the affirmative, the official shall be recalled effective the date of the results provided that the total



number of votes cast for and against the question exceeds the number of registered voters of the Town equal to at least 10% of the number of votes cast in Raymond in the last gubernatorial election.

**Section 8.**

~~An official sought to be recalled and who has not resigned pursuant to Section 4 shall continue to perform the duties of the office until the Board of Selectmen certifies the results of the recall election. If the official is recalled, the office shall become vacant immediately upon certification of the results of the election and shall be filled in accordance with Section 9.~~

**Section 9. — Filling Vacancies: Pursuant to MRSA Title 30-A, § 2602:**

~~After the results have been certified by the Board of Selectmen, the Clerk must prepare and call a special election within 30-45 days of that certification if there is not already a regularly scheduled election within 90 days of certification unless the conditions are met described under Section 10.~~

**Section 10.**

The Town of Raymond office of an elected official shall be deemed vacant under one or more of the following conditions:

- ~~a) Nonacceptance;~~
- ~~b) Resignation;~~
- ~~c) Death;~~
- ~~d) Removal from the municipality;~~
- ~~e) Permanent disability or incompetency;~~
- ~~f) Failure to qualify for the office within 10 days after written demand by the municipal officers; or~~
- ~~g) Failure of the municipality to elect a person to office.~~

**Section 11.**

~~If the Clerk believes one or more of the above criteria are met, the Clerk shall in writing inform the Board of Selectmen and notify the affected elected official (unless deceased). A vacancy shall be declared if the Board of Selectmen determines by a majority vote of the members present that one or more of the above criteria are met.~~

**Section 12.**

~~Following solicitation of interested candidates pursuant to MRSA §2625, vacancies in the office notwithstanding any previous actions, except for vacancies in the school board and those as the result of a recall, shall be filled by the Board of Selectmen through appointment of a registered voter residing in the Town of Raymond and at least 18 years of age. The Board of Selectmen shall confirm the appointment by a majority vote of the Board members. The appointed official shall serve until the next regularly scheduled Town election and a successor is elected and sworn. Said successor shall serve the balance of the term.~~

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# Appointment - Warden for November 7th Referendum Election

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

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

Pursuant to M.R.S.A. 21-A §501 and 30-A §2524(2), the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm Suzanne M Carr as the Warden for the November 7, 2017, Referendum Election.

Given under our hands on the 10<sup>th</sup> day of October 2017.

\_\_\_\_\_  
Teresa Sadak, Chairman

\_\_\_\_\_  
Rolf Olsen, Vice Chairman

\_\_\_\_\_  
Joseph Bruno, Parliamentarian

\_\_\_\_\_  
Samuel Gifford

\_\_\_\_\_  
Lawrence A Taylor