



**SELECTMEN'S MEETING e-Packet**  
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**January 20, 2009**

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**BOARD OF SELECTMEN  
AGENDA**

Tuesday, January 20, 2009

7:00 p.m.

JSMS Broadcast Studio

**SELECTMEN'S MEETING**

- 1) Call to order.
- 2) Minutes of previous meetings dated November 18, 2008 and December 2, 2008
- 3) New business.
  - a) Liquor License Renewal (Class XI Restaurant/Lounge) – William & Kimberly Hines, Whines Ent. Inc. d/b/a Cafe Sebago, 1248 Roosevelt Trail
  - b) Deputy Animal Control Officer appointment – Sue Fielder
  - c) Discussion of 2009 Scholarship funding levels – Town Clerk Louise Lester
  - d) Regional Public Safety Department Study RFQ funding discussion
  - e) Greater Portland Council of Government (GPCOG) update – Selectman Mike Reynolds
  - f) Discussion of appointment of Assistant Fire Chief Bruce Tupper as Raymond representative to the Cumberland County Regional Communications Center (CCRCC) Board of Directors
- 4) Old (unfinished) business.
  - a) Execution of Quit Claim deed for property located at Map 52, Lot 020J03000
  - b) Discussion of draft Open Space Plan – John Rand
  - c) Cumberland County Regional Communication Center (CCRCC) contract for final approval
  - d) Consideration of abatements – Contract Assessor Mike O'Donnell
  - e) Naples Dispatch Center employee severance participation request
  - f) Executive Session – Acquisition of real property – 1 M.R.S.A. § 405(6) (C)

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

**g) Executive Session – Discussion of confidential records – 1 M.R.S.A. § 405(6)(F)**

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

**a) none**

**6) Fiscal Warrants – Payroll and Appropriation Warrants – January 20, 2009.**

**7) Adjournment.**

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**BOARD OF SELECTMEN  
AGENDA SUMMARY**  
Tuesday, January 20, 2009  
7:00 p.m.  
JSMS Broadcast Studio

**SELECTMEN'S MEETING**

- 1) Call to order.
- 2) Minutes of previous meetings dated November 18, 2008 and December 2, 2008
- 3) New business.

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

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

**b) Deputy Animal Control Officer appointment – Sue Fielder**

Raymond resident Sue Fielder has successfully completed Maine Certified Animal Control Officer training and passed the required test to earn this credential. Staff is recommending that Ms. Fielder be appointment Deputy Animal Control Officer to assist Animal Control Officer Don Alexander as necessary and/or fill in at times when he is unavailable.

**c) Discussion of 2009 Scholarship funding levels – Town Clerk Louise Lester**

Finance Director Nancy Yates has produced an updated accounting of what is currently available for the 2008 scholarship awards. As you can see from the memo from Louise Lester, Nancy Yates is suggesting that the interest amounts not be completely depleted, for the purpose of allowing the principal amounts to grow.

**d) Regional Public Safety Department Study RFQ funding discussion**

Attached to the e-packet is a memo from Greater Portland Council of Governments Executive Director Neil Allen outlining a proposal to assist the communities of the Lake Region area with conducting a feasibility study in the area of public safety consolidation. This proposal would guide the communities through the Request for Qualifications (RFQ) process, hiring a consultant firm that would study the feasibility and potential cost savings/service improvements of a consolidated regional public safety department. The scope of services for this work is outlined in the memo with a total cost of \$5,550. In speaking with Casco Town Manager Dave Morton, it is contemplated that the cost of the RFQ process would be split evenly between the Towns of Casco, Gray, Naples and Raymond. This would yield a cost to Raymond of \$1,387.50. Money for this study support, if approved could come from the town's undesignated fund balance contingency, which was initially

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funded at a level of \$75,000 and currently still has a balance of \$75,000. The advantage of an independent agency leading the development of the RFQ and consultant selection is that it would avoid the appearance or real conflict of interest by any town in influencing the selection criteria and process. The downside of employing GPCOG is the cost of the service. It is the recommendation of staff that the far reaching and long range implications combined with potential savings of a public safety consolidation would far outweigh the relatively modest development cost involved in seeking a consultant through utilization of an independent third party. Naples has approved their cost share and both the Gray and Casco managers have been contacted to ascertain the actions of their respective boards. At this writing the town manager does not have this information but does expect to receive a status report before the meeting.

**e) Greater Portland Council of Government (GPCOG) update – Selectman Mike Reynolds**

Selectman Mike Reynolds will update the Board of Selectmen on the public on the regional initiatives and GPCOG activities affecting Raymond.

**f) Discussion of appointment of Assistant Fire Chief Bruce Tupper as Raymond representative to the Cumberland County Regional Communications Center (CCRCC) Board of Directors**

Assistant Fire Chief Bruce Tupper has a long and positive association with the CCRCC and has expressed an interest in this position as a part of his existing duties and at no additional expense to the town.

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

**a) Execution of Quit Claim deed for property located at Map 52, Lot 020Jo3000**

Attached to the e-packet is a Quit Claim Deed for consideration and signature by the Board of Selectmen. Execution of this deed will release all town interest in the subject property (Deanna Valente boat slip). All back taxes, interest and lien costs have been paid in full. Staff recommends approval of this deed.

**b) Discussion of draft Open Space Plan – Conservation Commission Co-Chair John Rand**

Conservation Commission Co-Chair John Rand has provided the draft Raymond Open Space Plan for presentation and consideration of the Board of Selectmen. This plan contains an inventory and analysis of Raymond's open space and natural resources. The plan is accompanied by maps, value analysis and the results of community input resulting in priority areas of open space and natural resource conservation effort. Methods for protecting Raymond's priority special places are also outlined along with an implementation plan.

**c) Cumberland County Regional Communication Center (CCRCC) contract for final approval**

The revised contract for communications services provided by the Cumberland County Regional Communication Center (CCRCC) has now been reviewed by Town Attorney Chris Vaniotis. Attorney Vaniotis has concluded that there are no adverse legal ramifications associated with the revised contract provided by Dispatch Center Director William Holmes. This new contract adds two new provisions under which the county could terminate the agreement with the town, which were not included in the contract that was originally signed at the December 2, 2008 meeting. These two conditions are as follows: (b), is if the Town

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fails to abide by all Cumberland County RCC policies and procedures, and (c) is if the Town fails to comply with the material terms of the agreement. Attorney Vaniotis does not see a problem with the addition of these terms and points out that the town has a 90 day opportunity to cure any breach of contract after getting written notice of termination from the other party. Both the Town's of Naples and Harrison have signed agreements with this new language. Although a request was made of the county to offer the new language to all the other member towns, this will not be done until the date of the communities next renewal. Public Safety and Administration staff is recommending approval of the additional contract terms to the original approved agreement. A copy of the revised agreement will be provided for approval, for signature by the Chairman of the Board of Selectmen, should the Selectmen elect to approve this change. Since Raymond's entrance to the CCRCC was made on a temporary conditional basis, failure to approve the changes as outlined by the CCRCC Board of Directors and County Commissioners may result in termination of services to the town.

**d) Consideration of abatements – Contract Assessor Mike O'Donnell**

Contract Assessor Mike O'Donnell will have a group of abatements for your consideration.

**e) Naples Dispatch Center employee severance participation request**

At the last Board of Selectmen meeting held on December 2, 2008 Naples Town Manager Derik Goodine presented the Board of Selectmen and Town Manager with a proposal for employee severance costs that the Town of Naples proposed to pay Naples Dispatch Center employees related to the final closure of the dispatch center. Under the outline Raymond was being asked to contribute \$4,575.27 of a total severance package payout of \$16,918.49. At this meeting the Selectmen elected to participate in the employee severance payment if the Town of Casco took like action. Since the last meeting of the Raymond Board of Selectmen the Town of Casco Selectmen have met and elected on a 4-1 vote not to participate in the funding of the severance package reasoning that the employees were direct employees of the Town of Naples and not employees of the Town of Casco. Subsequent to the decision of the Casco Selectmen, the Naples Town Manager reapproached the Town Manager and Chairman of Board of Selectmen with a request for reconsideration of this issue. Payment of Raymond's share of these costs would come from anticipated dispatch budget savings realized from the changeover from Naples Dispatch Center to Cumberland County dispatch through the end of the fiscal year. See attachment for 2008/2009 dispatch expense information.

**f) Executive Session – Acquisition of real property – 1 M.R.S.A. § 405(6)(C)**

**g) Executive Session – Discussion of confidential records – 1 M.R.S.A. § 405(6)(F)**

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

**a) none**

**6) Fiscal Warrants – Payroll and Appropriation Warrants – January 20, 2009.**

**7) Adjournment.**

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Department of Public  
Safety Liquor Licensing &  
Inspection  
Division



BUREAU USE ONLY	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

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

PRESENT LICENSE EXPIRES 2-6-09

INDICATE TYPE OF PRIVILEGE:  MALT  SPIRITUOUS  VINOUS

INDICATE TYPE OF LICENSE:

- |   |  |
|---|--|
| <input type="checkbox"/> RESTAURANT (Class I,II,III,IV)   | <input checked="" type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV)               |
| <input type="checkbox"/> CLASS A LOUNGE (Class X)         | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I)      |
| <input type="checkbox"/> CLUB (Class V)                   | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV)           |
| <input type="checkbox"/> TAVERN (Class IV)                | <input type="checkbox"/> OTHER: _____                            |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) - (Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
WILLIAM F HINES JR DOB: 12-20-52			WHINES EWT INC. DBA CAFE DEBAGO		
KIMBERLY Y HINES DOB: 2-7-70			1248 ROOSEVELT TRAIL		
Address			Location (Street Address)		
125 LIBBY ROAD			RAYMOND ME 04071		
City/Town State Zip Code			City/Town State Zip Code		
CASCO ME 04015			CASCO ME 04015		
Telephone Number Fax Number			Business Telephone Number Fax Number		
655-4445			655-4006		
Federal I.D. #			Seller Certificate #		
27-013199					

3. If premises is a hotel, indicate number of rooms available for transient guests: NA
4. State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ 130,365 LIQUOR \$ 93,634
5. Is applicant a corporation, limited liability company or limited partnership? YES  NO
- If YES, complete Supplementary Questionnaire
6. Do you permit dancing or entertainment on the licensed premises? YES  NO
7. If manager is to be employed, give name: NA
8. If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_
- Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_
9. Business records are located at: 125 LIBBY RD CASCO ME 04015
10. Is/are applicants(s) citizens of the United States? YES  NO

11. Is/are applicant(s) residents of the State of Maine? YES  NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

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

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

CASCO, ME

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

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

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

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

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued? Yes  No  If Yes, give name: \_\_\_\_\_

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

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

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

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES  NO  Applied for: \_\_\_\_\_

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

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

If YES, give details: FATHER, UNCLE, EVERGREEN CREDIT UNION, CEI

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

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

Dated at: \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_

Town/City, State

Date

Please sign in blue ink

William E Hines Jr  
Signature of Applicant or Corporate Officer(s)

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

WILLIAM E HINES JR

KIMBERLY Y HINES



**MAINE DEPT OF  
PUBLIC SAFETY**

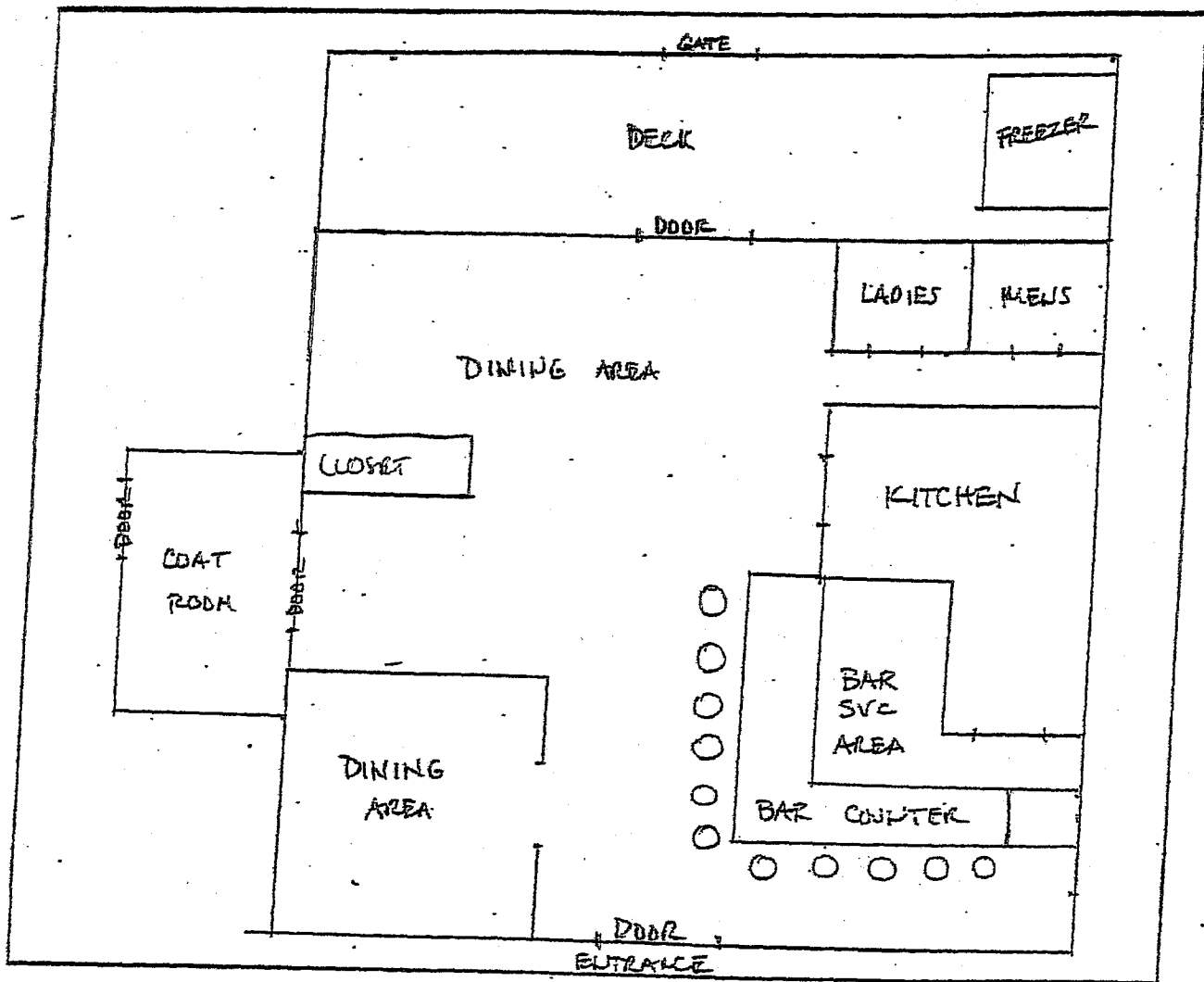
STATE OF MAINE  
*Liquor Licensing & Inspection Division*  
164 State House Station  
Augusta ME 04330-0164  
Tel: (207) 624-8745 Fax: (207) 624-8767



**SUPPLEMENTAL APPLICATION FORM  
ON/OFF-PREMISE DIAGRAM**

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



# MAINE DEPT OF PUBLIC

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



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

1. Exact Corporate Name: WHINES ENTERPRISES INC  
Business D/B/A Name: CAFE SEBAGO

2. Date of Incorporation: JAN 11, 2005

3. State in which you are incorporated: ME

4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: \_\_\_\_\_

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
WILLIAM E HINES JR	125 LIBBY RD CASCO, ME	12-20-52	50	PRES
KIMBERLY Y HINES	"	2-7-70	50	V PRES

6. What is the amount of authorized stock? 3000- Outstanding Stock? 0

7. Is any principal officer of the corporation a law enforcement official? Yes  No

8. Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes  No

9. If YES, please complete the following: Name: \_\_\_\_\_

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

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

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

William E Hines Jr  
Signature of Duly Authorized Officer

12-4-08  
Date

WILLIAM E HINES JR  
Print Name of Duly Authorized Officer

STATE OF MAINE

Dated at: \_\_\_\_\_, Maine \_\_\_\_\_ ss  
City/Town (County)

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

*Town Manager*

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

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

*Don Willard*

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
  - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
  - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
  - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
  - A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]
  - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
  - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
  - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
  - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
  - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.
  - A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

Print Name

Print Name

**NOTICE – SPECIAL ATTENTION**

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

**THIS APPROVAL EXPIRES IN 60 DAYS.**

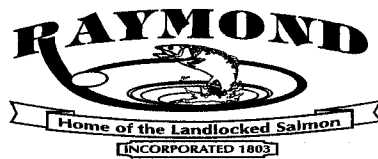
**FEE SCHEDULE**

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	
<b>FILING FEE</b>	.....	\$ 10.00

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

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

**Denis Morse**  
*Chief*



**Bruce Tupper**  
*Assistant Chief*

## **FIRE/RESCUE**

*1443 Roosevelt Trail*  
Raymond, Maine 04071

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*Emergency 9-1-1*

*Chief's Office 655-4502*

*All Other Business 655-7851*

January 9, 2009  
To: Raymond Board of Selectman  
From: Craig Messinger, Fire Inspector  
Re: Cafe Sebago

Please be advised that on this date a Life Safety Inspection was conducted at Cafe Sebago and we found that there were no violations noted at the establishment at this time,

Respectfully

A handwritten signature in black ink, appearing to read "Craig Messinger".

Craig Messinger Raymond Fire Inspector

**"Protecting With Pride The Heart Of The Lakes Region"**



401 Webbs Mills Road  
Raymond, Maine 04071  
from the desk of Nancy L Yates  
Finance Director  
207-655-4742 x32

To: Louise Lester

Re: Scholarships for 2009-2010

The following information lists final totals for scholarship funds as of 06/30/2008:

Scholarship	Earned during 07/08	Available accrued income
Collins-Day	\$1592	\$7844
Carleton E. Edwards	\$1201	\$2704
George E. Woods	\$1587	\$3871
Alvah Clough	\$248	\$1448
Torstein Johannas	\$237	\$1920
Total	\$4865	\$17,787



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

To: Board of Selectmen  
Don Willard, Town Manager

Date: January 2, 2009

From: Louise Lester, Town Clerk

Subject: 2009 Scholarship Funding

The attached sheet provided by Nancy Yates, Finance Director, is an updated accounting of what is currently in the scholarship fund. She suggested that you might not want to use all of the interest because she expects that the interest growth for the fund will be growing very little. I would like to have the Selectmen decide on how much funding will be available for the different scholarships.

The deadline for application submissions is Friday, May 1, 2009 at 4:00 pm.

\*\*\*\*\*

#### 2008 Scholarships Awarded

Carleton E. Edwards - \$900  
Collins-Day - \$2100  
George E. Wood - \$2000  
Torstein-Johannas Lund - zero  
Alva M. Clough - zero

## MEMORANDUM

**To:** Towns of Casco, Gray, Naples, & Raymond Municipal Officials  
**From:** Neal W. Allen, Executive Director  
**Date:** November 4, 2008  
**Re:** DRAFT Proposal for Request for Qualifications Process Services for Lake Region Regional Public Safety Department Feasibility Study

The Greater Portland Council of Governments is pleased to offer the following proposed services to assist the Towns of Casco, Gray, Naples, and Raymond with an RFQ process to hire a consultant to study the feasibility of a regional Public Safety Department.

**RFQ Development:** GPCOG will facilitate the development of a Request for Qualifications with municipal officials from the participating towns. Estimated time for this task is 21 hours.

**Advertisement, Receipt, and Review of Statements of Qualifications:** GPCOG will draft a proposed advertisement for review and approval by the Committee. As directed, GPCOG will coordinate the placement of the announcement in print and electronic medium. GPCOG will accept and receive Statements of Qualifications (SQs) and communicate with all interested firms. Based on criteria developed by the Committee, GPCOG will assist the Committee with its review and subsequent assessment of the SQs. Estimated time for this task is 14 hours.

**Meetings:** It is expected that GPCOG will attend the following meetings with the Committee and Subcommittee during the Consultant Selection Process:

- RFQ development meeting (4 hours);
- Pre-submittal meeting with interested firms and the RFQ Subcommittee (4 hours);
- Meeting with the RFQ Subcommittee to review SQs (4 hours);
- Potential meeting with the larger Committee to select preferred candidates (4 hours);
- Interviews & selection of preferred firm (6 hours).

**Consultant Selection Process:** We will work with the Committee in the review and evaluation of all SQs and assist as directed in identifying the preferred candidates for further consideration. As such we will coordinate the scheduling of interviews and the contract negotiation process as directed by the Committee. Estimated time for this task is 13 hours.

**Applicant Interviews:** GPCOG will work with the Committee in developing interview questions. Additionally, we will serve as an observer of the interview process and assist in advising the Committee as directed in the critiquing and evaluation of the applicants.

**Background/Reference Checks:** GPCOG will conduct all background and reference checks of candidates as agreed to by the Committee and after receiving written permission from the applicants to do so. Estimated time for this task is 4 hours.

**Negotiation of Contract:** GPCOG will assist the Committee, as directed, in negotiating a contract with the selected firm. Estimated time for this task is 4 hours.

11/10/08 DRAFT



**GPCOG Staff:** Neal Allen and Rosemary Kulow will serve as the staff assigned to assist the Towns with the Consultant selection process. Neal Allen's time is provided as a membership service at no additional charge, and Rosemary Kulow's hourly rate is \$70.

**Fee:** The above services will be provided for fee not to exceed \$5,550, exclusive of any advertisement expenses. This fee does not include service from GPCOG after a consultant is hired.

11/10/08 DRAFT

**Subject:** Re: dispatch rep.

**From:** "Mark Gendron" <markgendron@maine.rr.com>

**Date:** Thu, 4 Dec 2008 11:57:49 -0500

**To:** "Don Willard" <don.willard@raymondmaine.org>, "Denis Morse" <morse@maine.rr.com>

**CC:** "bruce tupper" <bruce.tupper@raymondmaine.org>, "cathy gosselin" <cathygosselin@hotmail.com>, "Dana Desjardins" <dana.desjardins@raymondmaine.org>, "Joe Bruno" <jbruno@communityrx.com>, <LTAYLOR@IDS.TC>, <mike\_reynolds@maine.rr.com>, "Mark Gendron" <markyski@maine.rr.com>, "Laurie Cook" <laurie.cook@raymondmaine.org>

Bruce would make a good representative for us. I would support that selection.  
Mark

----- Original Message ----- From: "Don Willard" <don.willard@raymondmaine.org>  
To: "Denis Morse" <morse@maine.rr.com>  
Cc: "bruce tupper" <bruce.tupper@raymondmaine.org>; "cathy gosselin" <cathygosselin@hotmail.com>; "Dana Desjardins" <dana.desjardins@raymondmaine.org>; "Joe Bruno" <jbruno@communityrx.com>; <LTAYLOR@IDS.TC>; "Mark Gendron" <markgendron@maine.rr.com>; <mike\_reynolds@maine.rr.com>; "Mark Gendron" <markyski@maine.rr.com>; "Laurie Cook" <laurie.cook@raymondmaine.org>  
Sent: Thursday, December 04, 2008 9:55 AM  
Subject: Re: dispatch rep.

Thanks Denis,

I have copied the BOS and Laurie for the agenda queue. I do agree that Bruce would be a great choice to represent us and establish a positive relationship with the CCRCC Board.

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

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

Denis Morse wrote:

Don, Once the agreement is signed with County Dispatch, I am recommending Assistant Chief Tupper as the town's representative on the Board. Bruce has worked in the Town of Cumberland as a dispatcher and had a good working relationship with the center while working as New Gloucester's Fire Chief. He is also the town's EMA Director and as such is already working with that group that meet monthly at the "bunker." I know I speak for our whole group when I say thanks for pushing County at the meeting to go along with the 5 year instead of the 6 month agreement. As I stated there, 6 months was better than nothing but it would have met dealing with it again this spring. Thanks to you and the entire Board for your on-going leadership.  
Regards Chief Morse



401 Webbs Mills Road  
Raymond, Maine 04071  
207.655.4742

October 8, 2008

Deanna Valente  
70 Highland Cliff Road  
Windham, ME 04062

Dear Ms. Valente:

I am writing in follow up to your meeting in Executive Session with the Raymond Board of Selectmen on Tuesday, October 7, 2008.

During this meeting an agreement was reached between you and the Selectmen outlining a way for you to regain ownership of your former property located on Raymond Property Tax Map 052, Lot 020J03000, account number R0666R.

The Selectmen agreed to execute a municipal quit claim deed in your favor upon payment of the sum of \$5,000 to the Town of Raymond, to satisfy back taxes, interest, and lien costs from the 2004-2005 fiscal year through the 2008-2009 fiscal year. The amount assessed by the town includes costs incurred by the town from the Jordan River Marina Condo Association and a recognition that the town could have gained income through renting the boat slip during the time of town ownership. Additional charges include attorney's fees billed to the town by Bernstein, Shur, Sawyer and Nelson and administrative costs incurred in pursuing this delinquent account.

Upon payment of the sum of \$5,000 by Tuesday, December 2, 2008, I will see that a quit claim deed is drawn up and put on the next practicable Board of Selectmen agenda for approval by the Selectmen.

Sincerely,

*Don Willard*

Don Willard  
Town Manager

cc: Board of Selectmen

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

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, release to VALENTE DEANNA L 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 Map 052, Lot 020J03000

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 052, Lot 020J03000 in the name of VALENTE DEANNA L and recorded in said Registry of Deeds.

BK 23124 PG 127  
BK 26335 PG 170

BK 24371 PG 344

BK 25536 PG 178

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 MARK GENDRON, DANA DESJARDINS, MIKE REYNOLDS, JOSEPH BRUNO AND LAWRENCE TAYLOR thereto duly authorized, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

THE INHABITANTS OF THE TOWN OF RAYMOND

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

By: \_\_\_\_\_  
MARK GENDRON, Selectman

\_\_\_\_\_  
DANA DESJARDINS, Selectman

\_\_\_\_\_  
MIKE REYNOLDS, Selectman

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

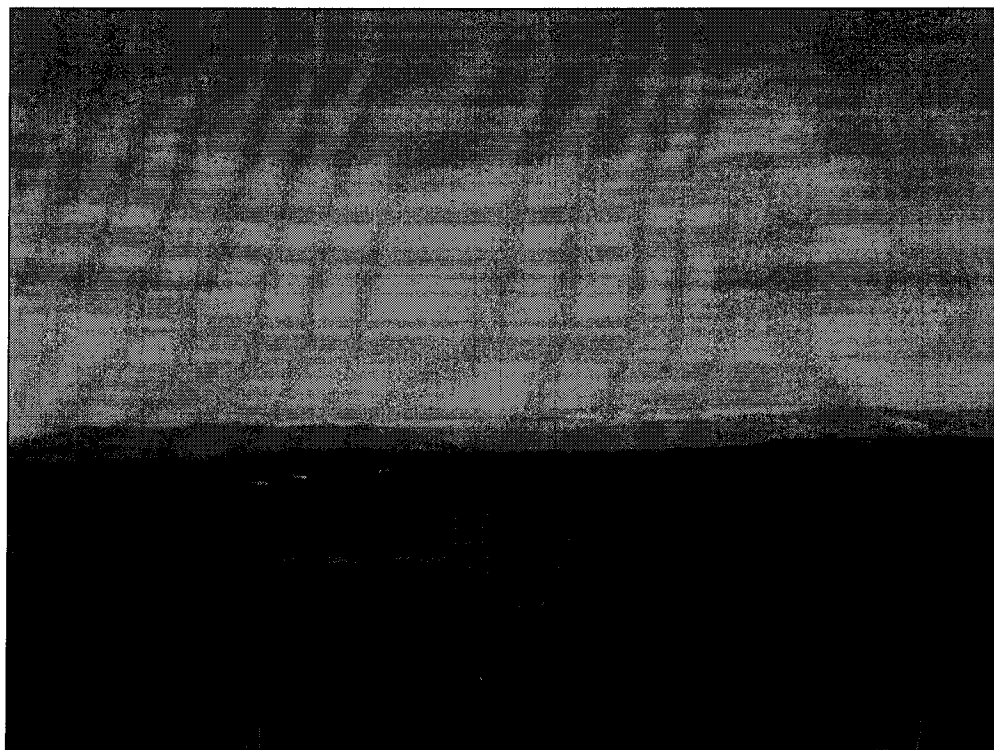
\_\_\_\_\_  
LAWRENCE TAYLOR, Selectman

STATE OF MAINE  
CUMBERLAND, SS.

Personally appeared the above named Mark Gendron, Dana Desjardins, Mike Reynolds, Joseph Bruno, and Lawrence Taylor aforesaid Selectmen, known to me, this \_\_\_\_\_ day of \_\_\_\_\_, 2009 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

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

# **Raymond Open Space Plan**



**Raymond Conservation Commission  
October, 2008**

***Acknowledgements***

The Raymond Open Space Plan was prepared by the Raymond Conservation Commission with consulting assistance from New England Planning Concepts and Spatial Alternatives, Inc. Each member of the RCC provided invaluable guidance and assistance throughout the planning process and facilitated communications and contact with the citizens of Raymond.

Thanks also go to the Comprehensive Plan Implementation Committee, the Planning Board, Board of Selectman, Kevin Woodbrey, Sean Carr and the Raymond citizens who participated in workshops.

The Committee wishes to acknowledge several sources that served as inspiration from which portions of the plan's structure and content were taken - *Beginning with Habitat: An Approach to Conserving Maine's Landscape for Plants, Animals and People (2003)*; *Collaborative Land Use Planning in the Mt. Agamenticus Region (2006)*; *Readfield Open Space Plan (2006)*; *Royal River Region Conservation Plan (2005)*; *The Greening of Falmouth (2005)*; and *From The River To The Bay: A Parks, Recreation & Open Space Plan For Brunswick, Maine (2002)*, and the *Casco Open Space Plan (2006)*.

Funding for the Open Space Plan was provided by the Town of Raymond.

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### **Introduction**

#### *Why do an Open Space Plan?*

In 2004 the Town of Raymond approved their Comprehensive Plan which set out town policies for safeguarding water quality, protection of shared natural resources, conservation of prime forest and agriculture land, preservation of the Town's scenic areas, increase of open space, and the creation of trails. The plan gave the Raymond Conservation Commission (RCC) the responsibility for implementing strategies to achieve those policies; specifically, the RCC was tasked with creating an Open Space Plan for the prioritization of open space purchases, as a high priority. Creating an inventory of Raymond's natural resources and open spaces was the first step in that planning process.

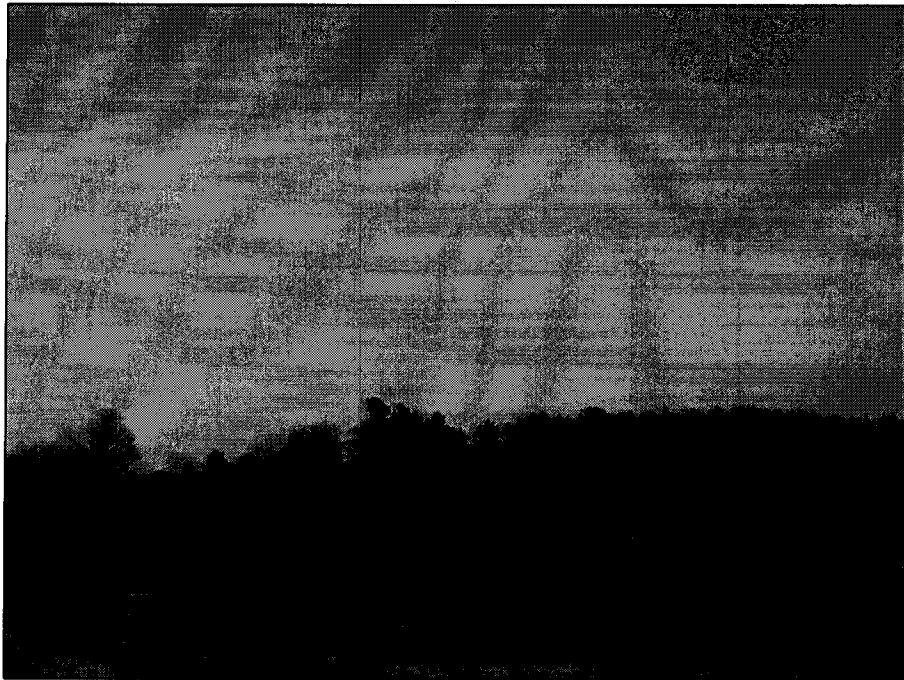
#### *Who developed the Open Space Plan?*

The RCC is comprised of eight to ten citizens of the Town and was supported for this effort by the Town's Contract Planner.

#### *How did the Open Space Planning process work?*

The Open Space Planning process has three primary objectives: 1) to develop an Open Space and Natural Resources Inventory, 2) to identify and prioritize the functional values associated with the town's open space and natural resource areas, and 3) to recommend policies to promote conservation of the town's important open spaces.

To achieve these objectives, the RCC gathered and mapped a broad set of data to create an inventory of many of the town's natural resources. The RCC then analyzed the information to assess the natural resources based on their importance to the ecology and the socio-economics of the town. In early 2007 the RCC developed a 25 minute presentation on the natural resources which ran for several months on the public access channel. In December 2007 the RCC held a public



## ***Raymond Open Space Plan***

workshop to gather input and to discern community values about natural areas. The information gathered from the public workshop was integrated into the mapping and inventory information to depict the natural resources of the town in a manner that reflected the importance of their functions and their value to the community.

Following the inventory and analysis, the RCC turned its attention to developing policy recommendations and strategies.

### *What are the key goals of the Open Space Plan?*

- Develop Open Space Plan that engages the community
- Inventory and identify our most valuable Natural Resources
- Support and promote working forests and agriculture
- Link open spaces
- Maintain and create trail systems for recreation (hiking, skiing, biking, snowmobiling, hunting, ATV [where appropriate])
- Preserve our community character - one of exceptional land and water quality, recreational opportunity and natural resources that are vital to the local economy

### *What are the key recommendations of the Open Space Plan?*

1. Engage in discussions with landowners to begin a conversation about land protection and explore which of numerous methods of protection would best meet the needs of the landowner and the Town.
2. Determine the requirements for securing town funds for land conservation.
3. Identify opportunities and processes to apply for state and federal grants.

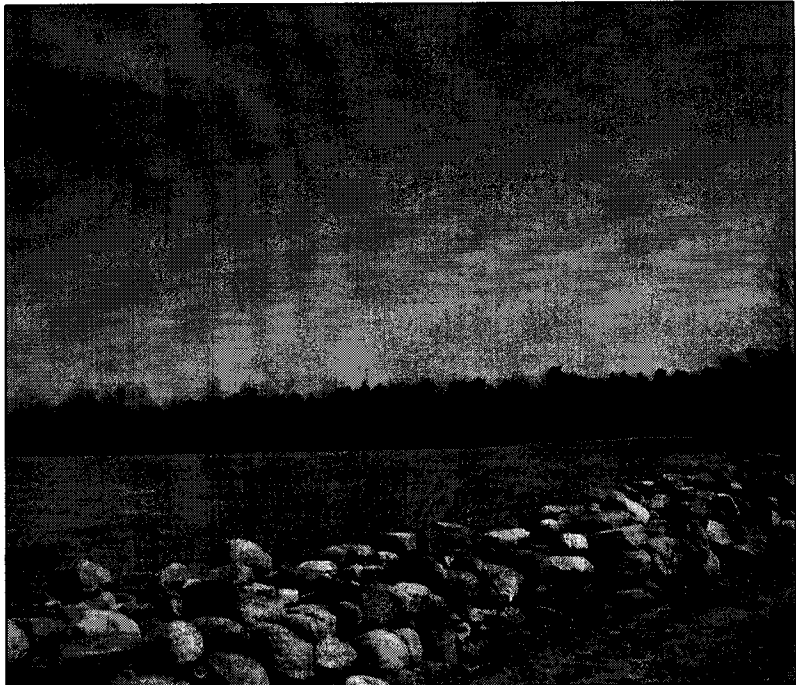
***Inventory and Analysis of Open Space and Natural Resources***

The inventory of natural resources for Raymond consists of a series of maps created from data maintained by state environmental agencies. The maps identify the location, extent and type of known natural resources present throughout Raymond. In order to manage and organize this vast body of information, and for analytic purposes discussed later, the various resources were grouped into six resource categories:

- Recreational
- Water Quality
- Habitat
- Environmental/ Health & Safety
- Land Productivity, and
- Vistas.

With the exception of the Vista category, each of these categories is comprised of two or more mapped natural resources.

In some instances, mapped resources include land areas adjacent to some other resource because the land is an important contributor to the functions of the adjacent resource. For example, streams are part of the water quality category, but so is some of the land area adjacent to the stream (i.e., the riparian corridor) because the use and condition of that land influences the water quality of the adjacent primary resource – the stream.



No one single category is been prioritized over another in the inventory. Each are linked and generally described as follows:

1. **Recreational** resources provide places for outdoor recreation including hiking, biking, picnicking, skiing, snowmobiling, hunting, bird watching, boating, fishing, and swimming
2. **Water Quality** resources provide clean surface and ground water and the land resources necessary for preserving clean water and include streams, ponds, rivers, the adjacent riparian uplands and land overlying aquifers.
3. **Habitat** resources protect plant and animal habitat and include natural areas, rare & endangered habitats, and larger areas of unfragmented forest land.

## Raymond Open Space Plan

4. **Environmental, Health & Safety** resources protect people and property from natural hazards like flooding, water supply contamination, and property loss and include flood prone areas, wellhead protection areas, water supply reservoirs, steep slopes and areas with unsuitable soils for development.
5. **Land Productivity** resources provide natural resource-based commodities and include areas such as farms and timber stands that are actively managed and very often critical to local economies.
6. **Vistas** are the locations in town that provide a publicly accessible place from which important or high value scenic resources may be viewed...

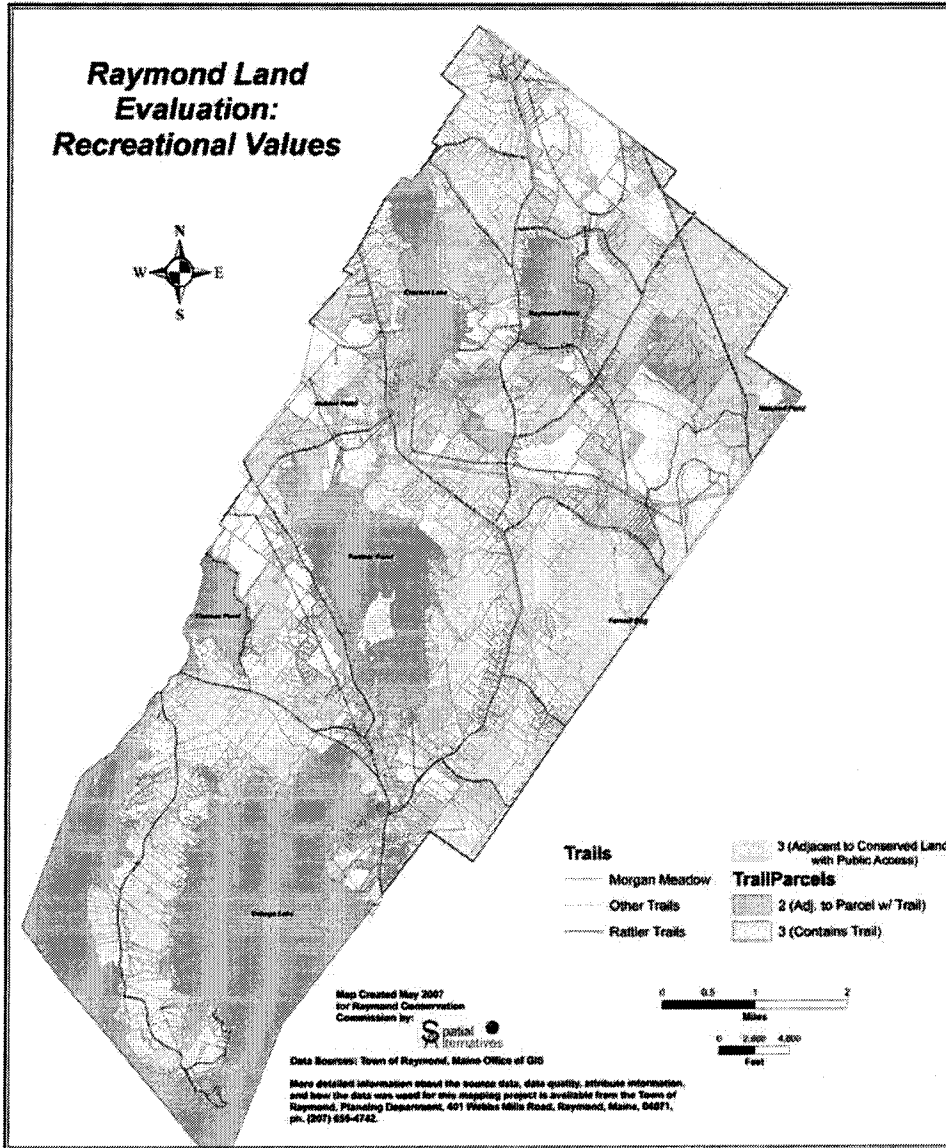
Table 1 sets out each of the functional categories and the resources which were identified and mapped in association with that category.

**Table 1**

<b>Recreational</b>	<b>Water Quality</b>	<b>Habitat</b>	<b>Environmental, Health &amp; Safety</b>	<b>Land Productivity</b>	<b>Vistas</b>
<i>Public water access</i>	<i>Proximity to Streams</i>	<i>Unfragmented Forested Land</i>	<i>Aquifer Recharge</i>	<i>Forest Land</i>	
<i>Trails</i>	<i>Proximity to Lakes, Ponds, Rivers</i>	<i>Deer Wintering Area</i>	<i>Steep Slopes</i>	<i>Farm Land</i>	
<i>Proximity to Settled Areas</i>	<i>Highly Erodable Soils</i>	<i>Waterfowl Habitat</i>	<i>Flood Plains</i>		
<i>Adjacency to Publicly Accessible Conserved Land</i>		<i>Rare Animal Location</i>	<i>Wellhead Protection</i>		
		<i>Rare Plant Location</i>			
		<i>Adjacent to Conserved Land</i>			

**Maps**

The inventory maps were created using the best publicly available map data that currently exists for each resource category. Generally, the data came either from Raymond’s existing data (such as parcel maps) or from the Maine Office of GIS<sup>1</sup>. Where more than one resource exists at the same location, both are depicted so as to display each of the multiple “layers” of resources on the map. All maps show lakes, some streams, major roads, a bar scale, compass and legend to orient the viewer.

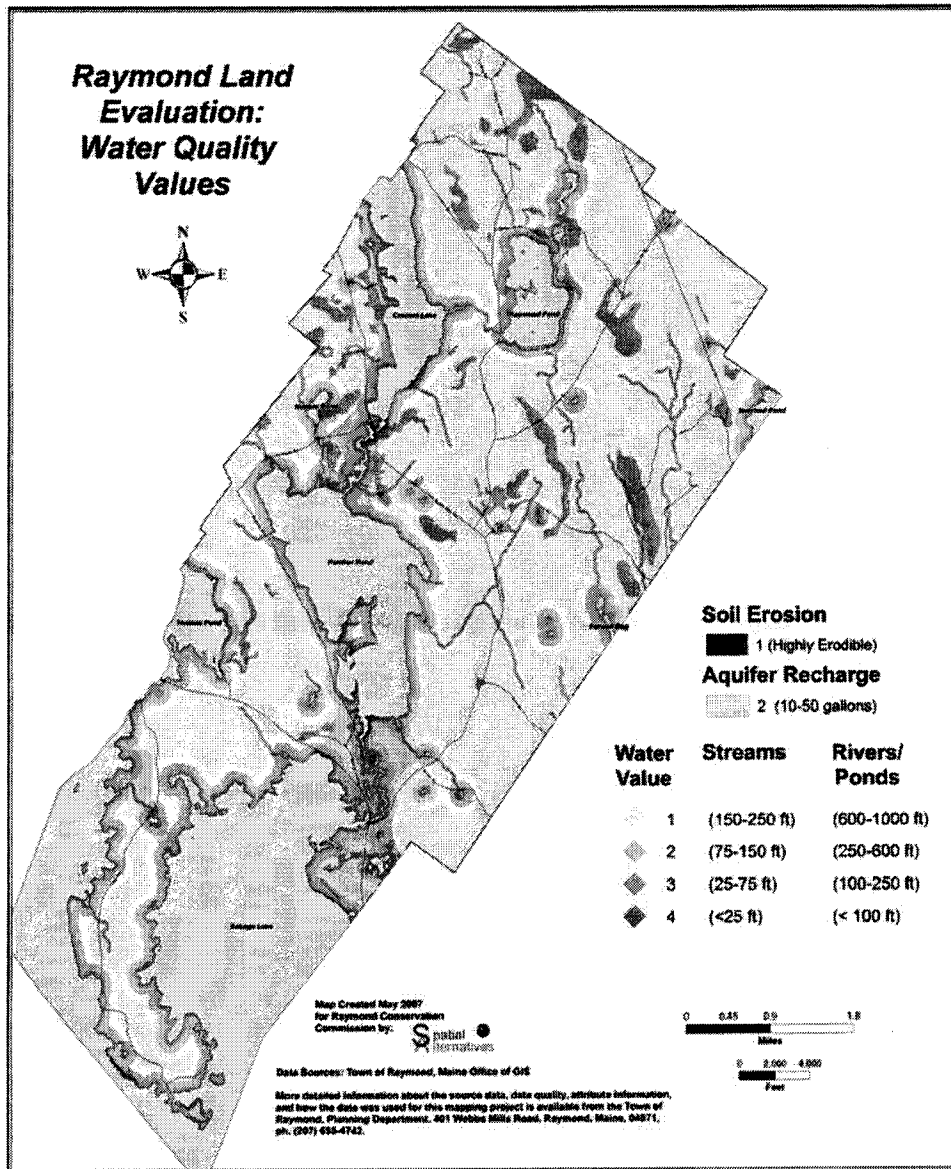


The recreation inventory map (Map 1) includes all conserved land with public access and all parcels adjacent to such conserved land<sup>2</sup>. The map also depicts publicly used trails in town. These do not include all of the recreational trails; only those that are generally recognized as publicly accessible trails.

**Map 1**

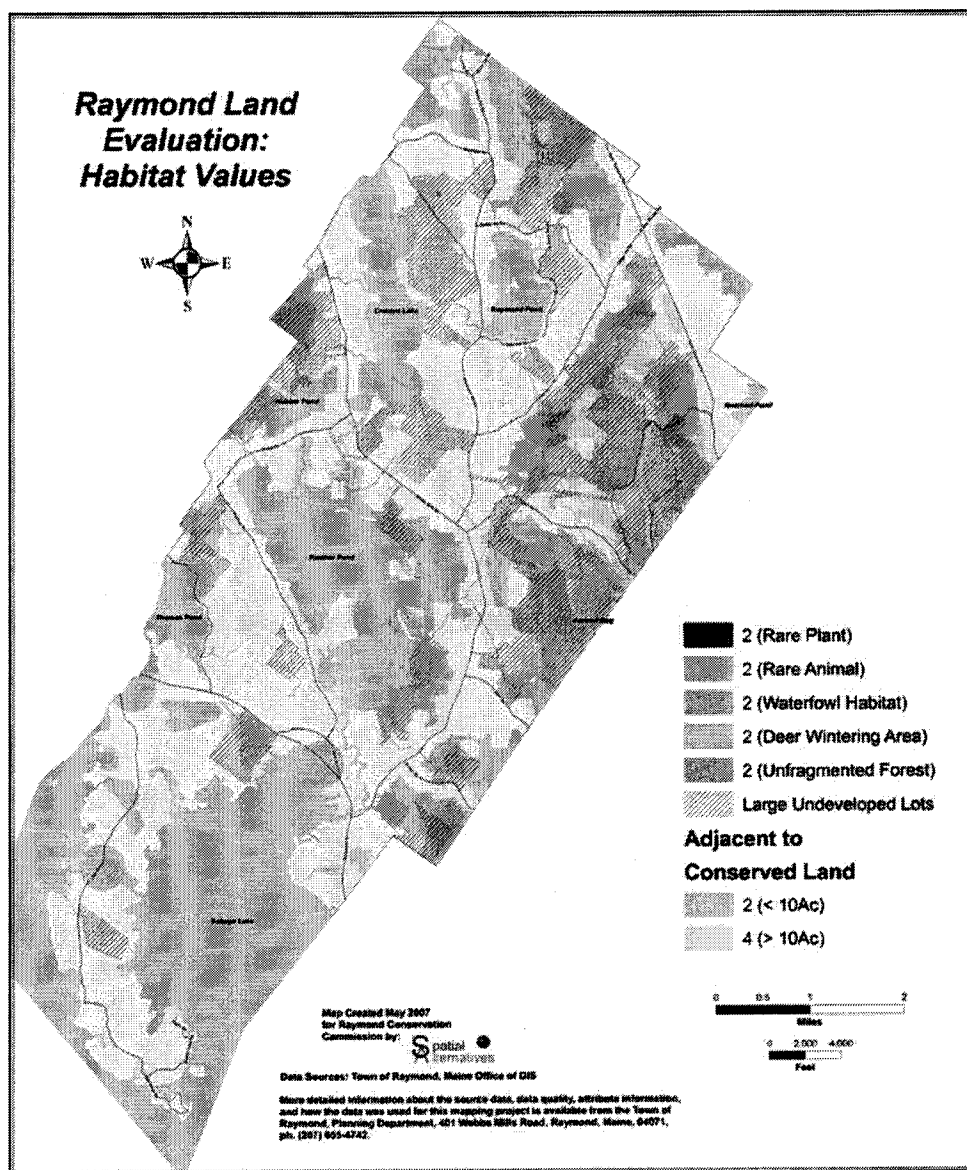
<sup>1</sup> A more detailed description of the source of the data, the proper use of the data, and limitations of the data, is included in the appendix in a document entitled *Description of Raymond Open Space Plan Data*.

<sup>2</sup> Conservation land depicted on this and other maps in this report publicly owned land which includes a conservation easement or other protections from development.



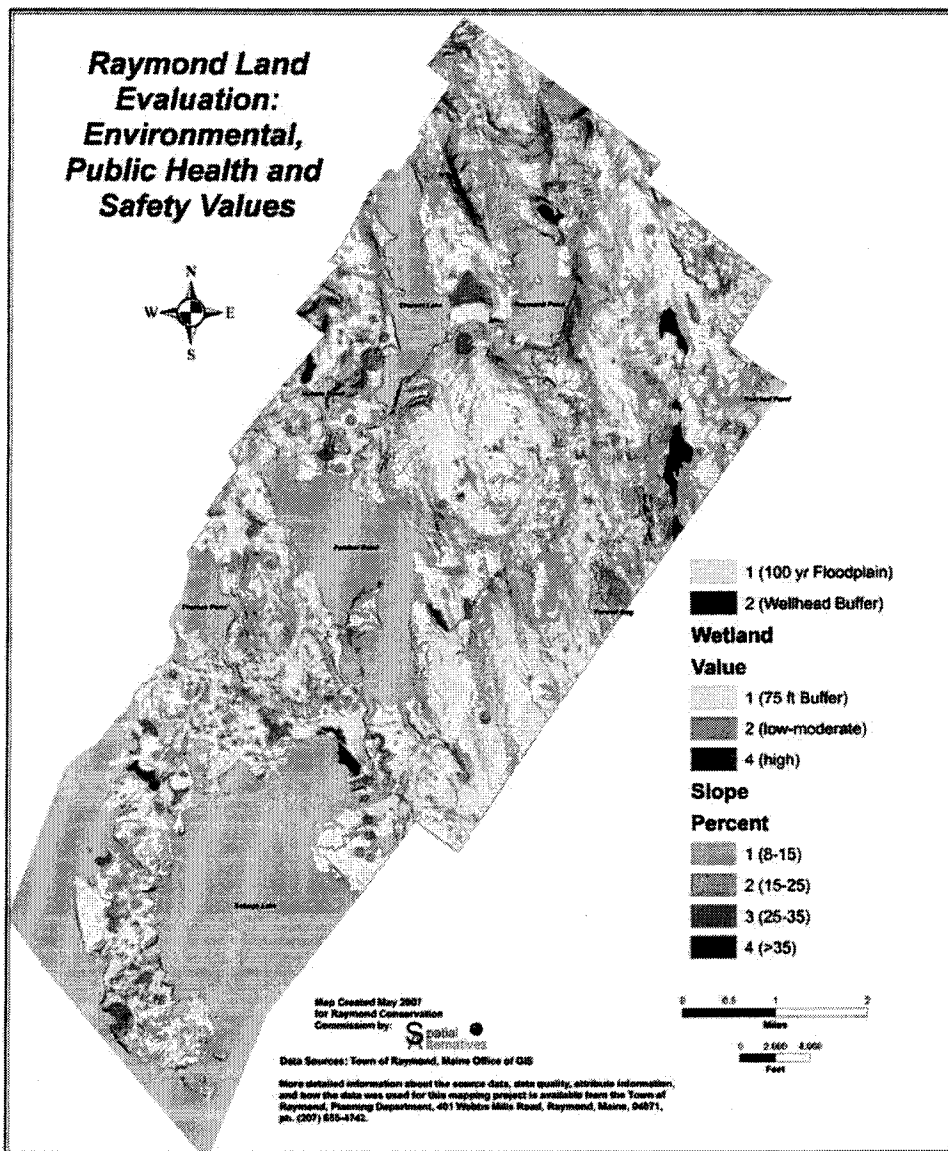
Map 2

The **water quality** inventory map (Map 2) shows all mapped streams, rivers, lakes, and ponds along with various buffers from those resources. The map also depicts aquifers, categorized by their likely capacity, and highly erodable soils – as those are soils most likely to cause water quality impacts through any disturbance associated with development activity.



Map 3

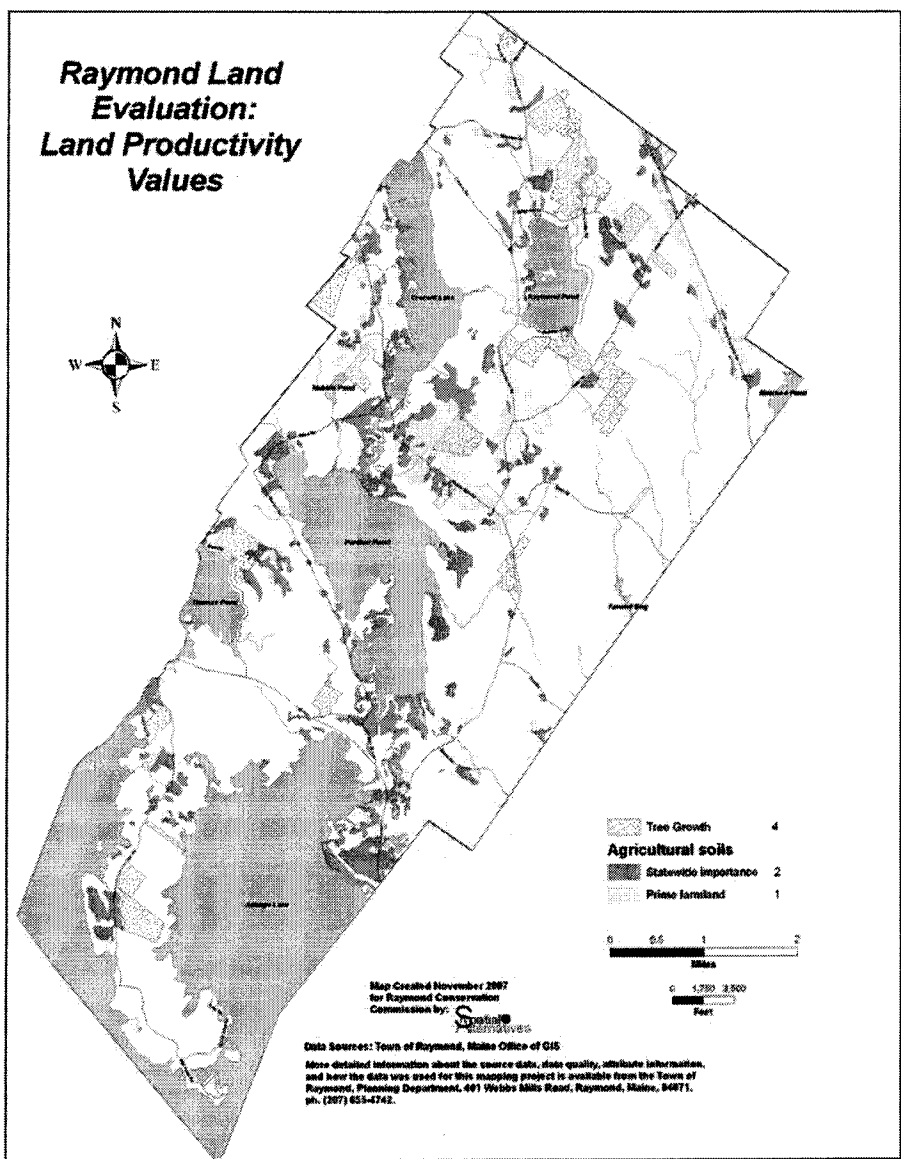
The **habitat** resource inventory map (Map 3) depicts the approximate locations of several types of habitat features. Approximate locations where rare animals or plants have been previously identified, or are known to occur, locations of state-identified waterfowl habitat, and deer wintering areas are shown on the map. Also depicted are open fields and undeveloped blocks – large contiguous areas of land with little or no development or roads. The Map also includes parcels adjacent to conserved land as those areas provide the large contiguous areas that some animals require for habitat.



Map 4

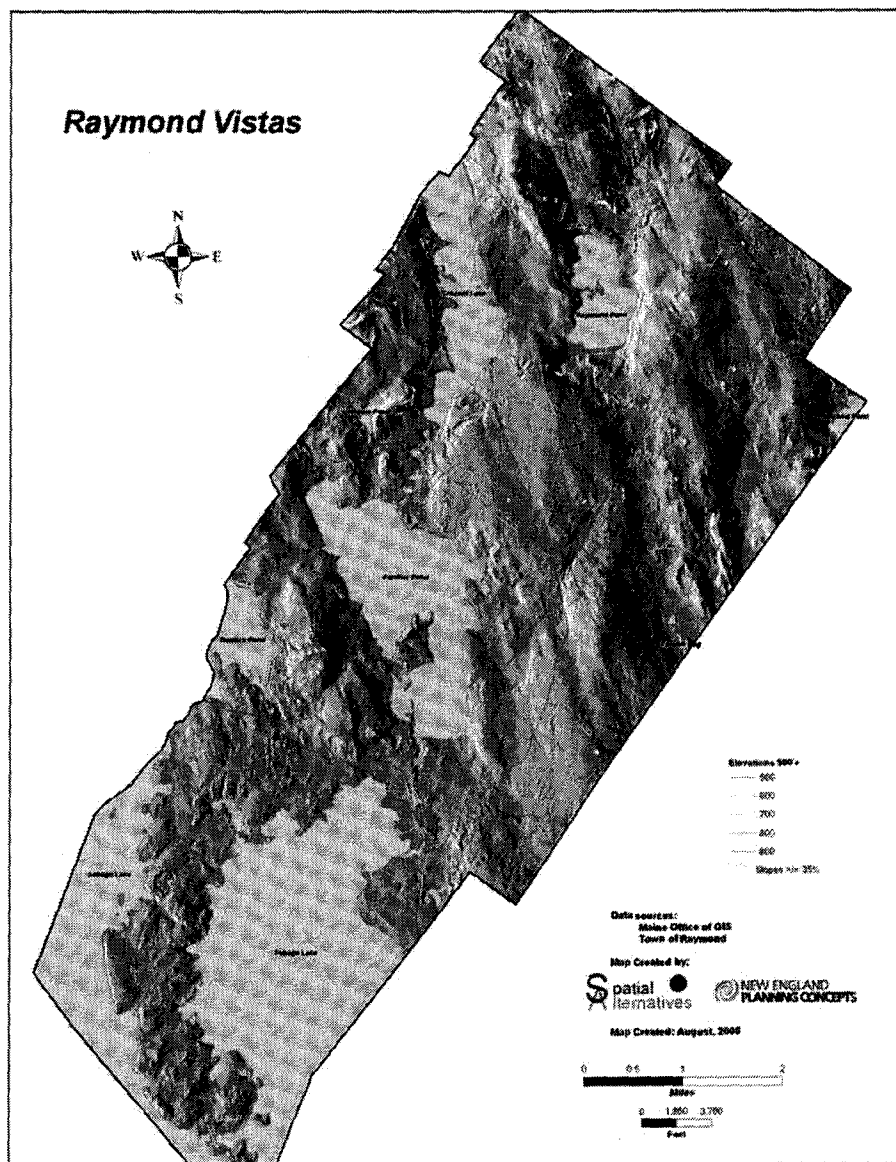
The **environmental, health and safety** inventory map (Map 4) includes locations of well buffers - protection areas for public water supply wells (wells that serve institutions, businesses, etc.) - flood plains categorized by the severity of the storm that would likely cause flooding, and slopes of 8% or greater and which are further categorized by their steepness. Also included are the known state-mapped wetlands in Raymond according to their classification based on a system developed by the Maine State Planning Office. Under that system each wetland is rated based on the combinations of ecological functions it serves or the human values it produces. The map further depicts a buffer of 75 feet around wetlands.





Map 5

The **land productivity** inventory map (Map 5) shows the location of parcels enrolled in the Farmland taxation program – indicating the land is actively used for agricultural purposes - and parcels enrolled in the Tree Growth taxation program – indicating the land is actively used for silvicultural purposes. Agricultural soils characterized by the National Resource Conservation Service as soils of “statewide importance” or soils that constitute “prime farmland” are depicted on the map as well.



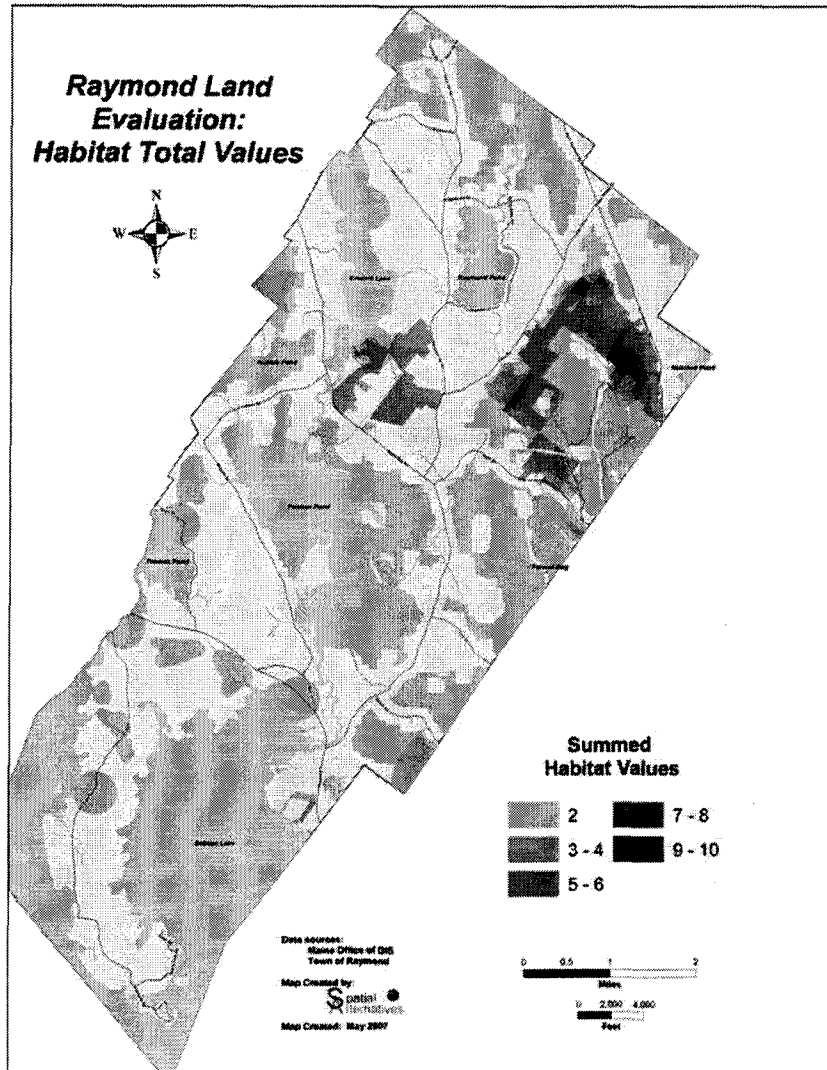
The **scenic vistas** inventory map (Map 6) shows the higher elevation areas in town and the areas that have the steepest slopes as a way of depicting areas most visible from lakes, public roads and other publicly accessible locations throughout town. The map also identifies the locations in town that provide a publicly accessible place from which important or high value scenic resources may be viewed.

A Special Places map (Map 7) was prepared following the public workshop to illustrate locations in Raymond that were selected by residents who attended the workshop. **TO BE COMPLETED**

**Value Analysis**

The data collected in the inventory provides the basis for analyzing the relative values of the resources and to map variations in value throughout the town. To better understand this process, it is useful to consider an example. The *Habitat Total Values* map (Map 8) depicts

gradations in the total “score” for habitat functions, with the higher scoring areas in darker green, the lower scoring areas in progressively lighter shades of green, and those areas with relatively limited habitat identified in white. Further detail for this methodology is provided in the appendix.



This same value mapping process was repeated for each resource category resulting in six *Total Value* maps which are provided in the appendix.

Finally, the six Total Value Maps were combined to produce a *Composite Total Values* map **TO BE COMPLETED** (Map 9) depicting the range of total scores of all the resource categories. The areas

**Map 8**

on the map with the lowest total scores appear as the lightest shades and those with the highest scores appear as the darker shades. This map reflects the cumulative scores based on each category of resources being equal –there is no distinction between the relative values to the community of any of the six functional categories of resources.

### **Community Input**

After the inventory maps were complete, the RCC held a public workshop in to unveil the inventory of Raymond's open space and natural resources. The workshop was open to anyone who wished to attend but the committee also sent written invitations to all owners of the larger parcels of land in town since most of the resources identified in the inventory are on those larger parcels. Over 40 people with varied interests and perspectives attended and participated in discussions and activities to gauge the concerns and values of the community.



The workshop provided an opportunity for citizens to view the six resource category maps, to learn how the maps were developed, to learn what information was collected for the inventory, and to discuss the planning process and the goals of the RCC.

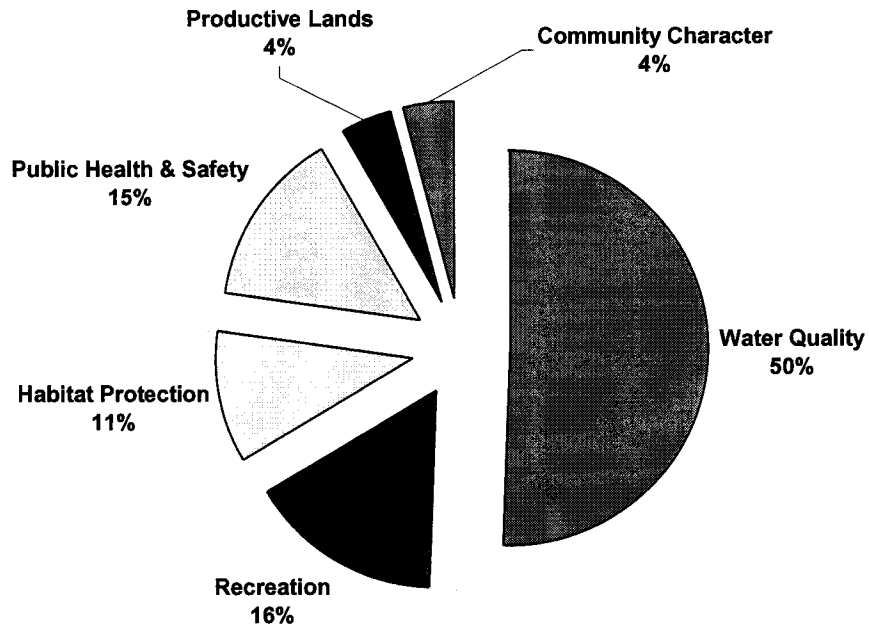
Following a presentation on the functions of open space and natural resources, the historic and recent growth patterns in Raymond, and the planning process and results to date, everyone broke into smaller groups to discuss open space planning, public open space purchases, strategies for conserving land, and priorities for conservation. Participants were also asked to indicate their conservation priorities through a "value voting" exercise<sup>3</sup>.

Although the results of the voting exercise should not be viewed as statistical certainty they do provide insight into the preferences, values and concerns of Raymond citizens. Water quality was far and away the resource category receiving the most votes with 50% of the total. Recreation resources and environmental, health & safety resources garnered the next most support with 16% and 15% respectively. Habitat protection received 11% and productive lands and community character received 4% each.

---

<sup>3</sup> In this exercise everyone had 20 make-believe \$5000 bills to put on any or all of the inventory maps representing the six categories of resources as a way of indicating their priorities for conservation. Detailed agendas, discussion questions, and workshop results are contained in the appendices to this plan.

Open Space Categories - Voting Results



Finally, everyone was given the opportunity to identify areas in town that are exceptional to them in some way, whether it be where they walk, ride or ski, a dramatic view, a quiet spot, a choice fishing hole or any other place that has special significance. These locations are shown on the *Special Places* map (Map 7) and are part of an inventory of places that give the community its character and its appeal.

Several themes arose in the small group discussions and during other opportunities for public comment. Many people identified the water quality of Raymond's lakes, streams and rivers as the greatest asset of the town for reasons of health, natural beauty, habitat quality, economic opportunity, property value and more. As one person put it "everything else in town follows from pristine water." Some felt that water quality was also the resource most at risk in town.

Many people observed that as the town has changed, the attitudes and practices concerning access to land have changed. There were interesting and important discussions concerning the rights of landowners and how those might balance with community interest in retaining its character and access to open lands and waterfronts. Concepts around location of development were also a frequent topic of discussion and particularly how the town might find ways to encourage development to occur in such a way that the most highly valued open space resources are preserved.

## *Raymond Open Space Plan*

The RCC took the information from the workshop and along with the resource category maps identified high priority areas for land protection.

### **Priority Areas of Open Space and Natural Resources**

By providing a sense of community priorities for each resource category, the input from the public workshop allowed for mapping of the town's natural resources based on the inventory data and the values of the community. This value based mapping appears as the *Composite Total Values with Community Input* map (Map 10) **TO BE COMPLETED**. This was developed by weighting each category by the percentage of the value voting it received at the workshop. As before, the areas on the map with the lowest total scores appear as the lightest shades and those with the highest scores appear as the darker shades.

The map shows some distinct regions of town that seem to rise above others in importance as natural areas to the town and represent the RCCs best effort of identifying priority land for protection in Raymond.

***Methods for Protecting Raymond's Priority Special Places***

Conserving priority land identified by the focus area map will require working closely with land owners who are, or would be, willing sellers of land at market or other negotiated prices. This Open Space Plan does not recommend the town direct conservation efforts toward any parcel of land unless the landowner is a willing seller.

While there are numerous approaches for securing conservation land, the following methods are identified for protecting land in Raymond:

1. Purchase using public funds from competitive bid grants such as the Land for Maine's Future fund, the Outdoor Heritage Fund or other state or federal grant sources.
2. Purchase using Town funds raised at Town Meeting either through a bond, specific warrant article, or general fund surplus. The current balance of the Raymond Open Space Fund is approximately \$40,000.
3. Facilitate donation or purchase of a conservation easement that would be held by Loon Echo Land Trust, the Small Woodlot Owners Association of Maine or another qualified land trust. The easement would spell out the purpose and extent of conservation and any rights retained by the landowner such as timber harvest and/or agriculture.

It is likely that any conservation project would use elements from each of the above three methods and could also use other approaches or resources.



**Implementation Plan**

In order for Raymond to plan for and be ready to implement a land conservation project in a timely manner, the following recommendations are made:

**Open Space Plan Goals**

- Develop Open Space Plan that engages the community
- Inventory and identify our most valuable Natural Resources
- Support and promote working forests and agriculture
- Link open spaces
- Maintain and create trail systems for recreation (hiking, skiing, biking, snowmobiling, hunting, ATV [where appropriate])
- Preserve our community character - one of exceptional land and water quality, recreational opportunity and natural resources that are vital to the local economy

1. Engage in discussions with landowners within the Focus areas to begin a conversation about land protection and explore which of the above three methods of protection would best meet the needs of the landowner and the Town.

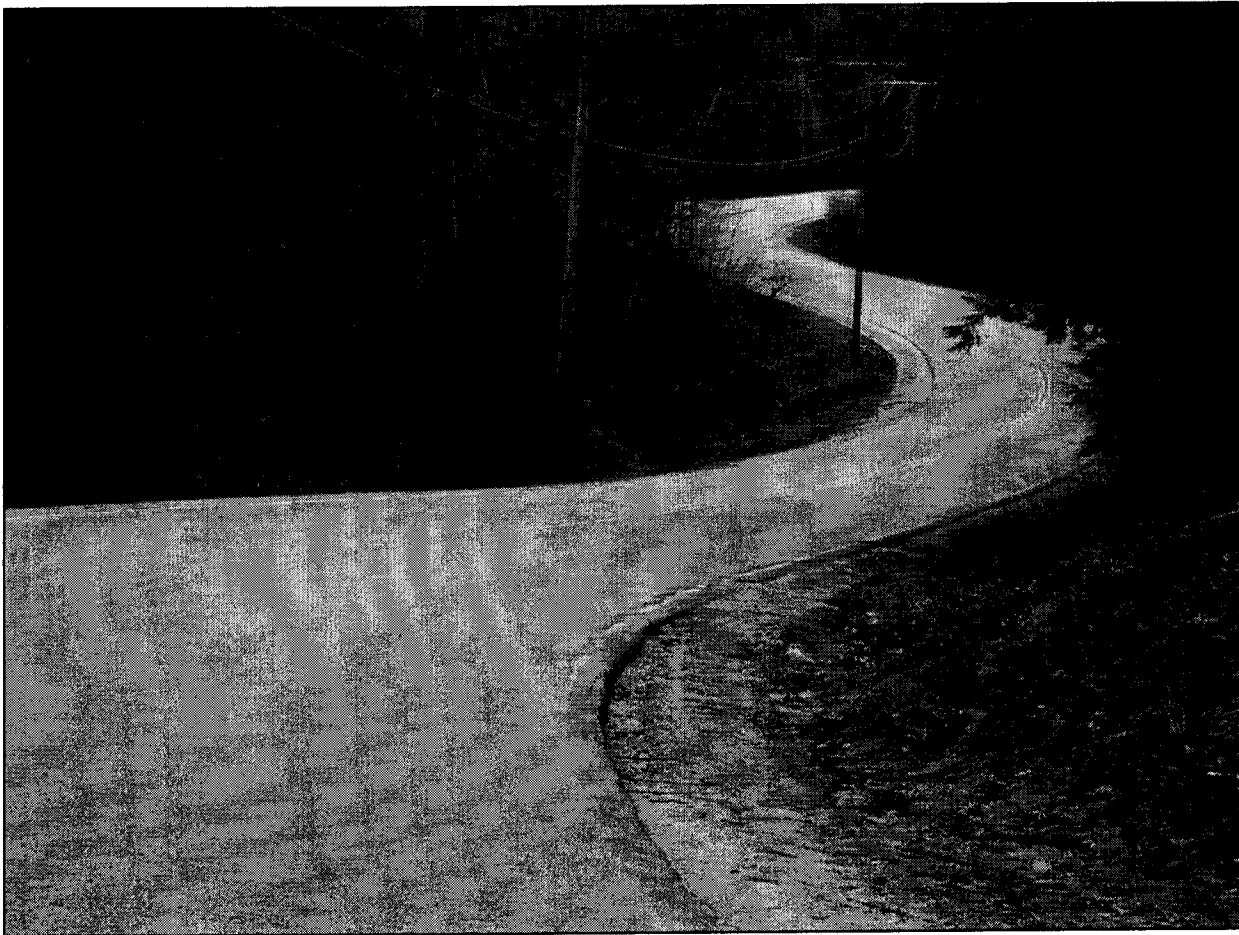
2. Engage with the Selectmen and the Budget Committee to identify the course of action for raising town funds and importantly to identify concerns and information requirements that the boards may have in order to effectively respond to them.

3. Identify the time line and application process for state and federal grant funding cycles and the level of effort to prepare a winning proposal.



***Appendices***

- A. All maps (11" X 17")
- B. Functions and values matrix
- C. Public workshop materials
- D. Additional information on Conservation Strategies



## **BERNSTEIN SHUR**

COUNSELORS AT LAW

207 774-1200 main  
207 774-1127 facsimile  
bernsteinshur.com

100 Middle Street  
PO Box 9729  
Portland, ME 04104-5029

Christopher L. Vaniotis  
207 228-7205 direct  
cvaniotis@bernsteinshur.com

December 23, 2008

Donald Willard, Town Manager  
Town of Raymond  
401 Webbs Mills Rd  
Raymond, ME 04071

Re: Contract for Communications Services

Dear Don:

As we have discussed previously, I have reviewed the proposed agreement between Cumberland County and the Town of Raymond for "communication services," both the original version and the later version which added two subparagraphs to section 2.B.2.

I do not see any legal problems with either version of the contract. I know there was some concern over the additional language in Section 2.B.2. That second version of the contract added two additional circumstances under which the County could terminate the agreement. The first, (b), is if the Town fails to abide by all Cumberland County RCC policies and procedures. The second, (c), is if the Town fails to comply with the material terms of the agreement.

Subparagraph (c) failure to comply with the material terms of the agreement, is a mirror image to the provision in Section 2.B.1 which allows the Town to terminate if the County fails to comply with the material terms of the agreement. That is a perfectly reasonable reciprocal arrangement.

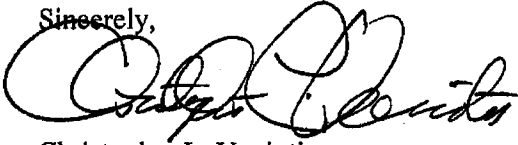
Subparagraph (b), concerning the Town's compliance with Cumberland County RCC policies and procedures, is a reasonable expectation on the part of the County. The Town, however, should be comfortable that it is willing and able to comply with those policies and procedures, which I understand the Town now has a copy of.

Under Section 2.B.3., either party has a 90 day opportunity to cure any breach of the contract after getting written notice of termination from the other party. With that ability to cure an alleged breach, I feel comfortable that the revised language does not put the Town at a substantial disadvantage.

December 23, 2008  
Page 2 of 2

This letter speaks only to legal analysis of the contract, not to any questions or issues about how the contract was developed or presented to the Town. I hope this analysis proves helpful.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher L. Vaniotis". The signature is fluid and cursive, with a large initial "C" and "V".

Christopher L. Vaniotis

CLV/lc

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF  
RAYMOND**

**“COMMUNICATION SERVICES”**

THIS AGREEMENT, effective January 1, 2009, is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN OF RAYMOND (hereinafter referred to as “the Town”) with a principal place of business at RT 85, Raymond, MAINE.

**WITNESSETH**

WHEREAS, pursuant to Title 30-A MRSA §107 and §453 the County Commissioners are authorized to establish a regional communications center and to contract with municipalities within the County that either the County or Municipality may perform; and  
WHEREAS, the Town is desirous of contracting with the County for Communication Services which are more particularly described herein; and

WHEREAS, the County is willing to provide said Communication Services;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

**1. SERVICES**

The County agrees, through its Communications Department, to provide the Town with Communication services for appropriate service providers. These include, but are not limited to, Fire, Rescue, Police Services, Animal Control, Marine Safety, Public Works and access for use of the CITYWATCH system. The County shall:

- (A) Provide adequate facilities, equipment and personnel to carry out the purposes stated in the PSAP standards of the State of Maine.
- (B) Provide call answering which shall include all emergency and non-emergency calls for service.
- (C) Provide dispatching service which shall include dispatching personnel and equipment for emergency and non-emergency calls for service, dispatching for all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.
- (D) Provide a warrant repository for participating agencies.
- (E) Provide all services in the most cost effective and efficient manner possible.
- (F) Ensure that all calls for service in the Town are dispatched to the appropriate service providers for the Town.

## 2. TERM

A. The initial term of this Agreement shall be Five years from its effective date. This Agreement shall be automatically renewed without affirmative action by the parties for successive one-year periods on its anniversary date, until notice of termination is given. Notice of termination shall be given in writing by either party no less than ninety (90) days prior to the actual termination. If the Town fails to appropriate funds at town meeting, the agreement may be terminated. The term shall continue from year to year thereafter until terminated as provided herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Town if:
  - a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein.
  - b. the County discontinues the service; or
  - c. the County fails to comply with the material terms of this Agreement.
2. By the County if:
  - a. the Town fails to make all payments required under the terms of the Agreement
  - b. the Town fails to abide by all Cumberland County RCC Policies and procedures.
  - c. the Town fails to comply with the material terms of this agreement.
3. A ninety (90) day written notice of termination must be provided, stating the grounds for termination and providing the other party an opportunity to cure the defect during said ninety (90) day period.

## 3. ADMINISTRATION

Pursuant to the provisions of Title 30-A M.R.S.A. Section 453, The County Commissioners, after consulting with municipal officers, will set policies for the Communications Center. The Cumberland County Communications Director shall be responsible for the administration and operation of the Communications Center.

### A. Board of Directors.

A Board of Directors will be established to serve as a liaison between the Town/Agency and the Communications Department; review and recommend policies for the Communications Center; and review and recommend a budget for the Communications Center.

1. **Composition** The Board of Directors shall consist of one representative / designee from each of the participating agencies, (contracting with Cumberland County for Communications Service) and an "at-large" member of the community from each of the County

Commissioners Districts. Communities for which the County is exclusively providing PSAP services may participate by appointing a non-voting member.

**2. Term of Members** The term of Board of Directors Members shall be three (3) years, except that one-third (1/3) of the initial committee shall be elected for a one-year term, one-third (1/3) for a two-year term and one-third (1/3) for three-year term. One-third of the members shall be appointed or re-appointed each year. Any representative may be appointed to successive terms without limit. The term of the initial committee members shall be determined by random selection. The same procedure will apply to all non-voting members.

**3. Vacancies.** Any vacancy on the Board shall be filled within 30 days after the vacancy occurs. The officials from the Town / Agency which the member represents make the appointments. An appointee to a vacancy shall serve until the expiration of the term of his / her predecessor and may be re-appointed.

**B. Law Enforcement Committee.** A law enforcement committee, comprised of representatives of each law enforcement agency served by the CCRCC will be established and shall have the responsibility and authority to promulgate policy and procedures for complete oversight of the teletype system and its usage. The Communications Director shall be responsible for maintaining training and certification of all communications officers to ensure compliance with all state regulations pertaining to the teletype system.

**C. Technical Committee.** A technical committee will be established to provide assistance to the Communications Department in the area of current technology and advice on future enhancements. The technical committee, comprised of individuals with expertise in communications such as radio, computers and diversified communications skills, operates on an as needed basis as scheduled by the Communications Director.

**D. Acquisition, holding and disposal or Real and personal property.** Any real and personal property acquired or used in the performance of this contract shall be the Property of Cumberland County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

**E. Authority of the County Commissioners.** This agreement shall not limit the County Commissioners' power to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

**F. Indemnity.** The County agrees to indemnify and hold harmless the Town from any and all liability, loss or damage arising out of the County's performance or failure to perform any of its obligations set forth in this agreement. The County further agrees to defend any claims brought or actions filed against the Town with respect to the County's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

The Town agrees to indemnify and hold harmless the County from any and all loss, liability or damage arising out of the Town's performance or failure to perform any of its obligations set forth in this agreement. The Town further agrees to defend the any claims brought or actions filed against the County with respect to the Town's performance or nonperformance of this agreement, whether such claims or actions are rightfully or wrongfully brought or filed.

**G. Costs.**

The Town agrees to pay the County the sum of \$ 12,559.00 for emergency communications service coverage from January 1, 2009 to June 30, 2009. (Payment is due January 1, 2009.)

The Town agrees to pay the County \$12,559.00 for emergency communications service from June 30, 2009 to December 31, 2009. (Payment is due June 30, 2009.)

The Town agrees to pay the county the sum of \$25,898.00 for the period of January 1, 2010 to December 31, 2010, payment is due January 1, 2010.

This contract is based on a per capita fee of \$ 5.47 for 2009 and \$5.64 for 2010 using a population of 4,592.

The per capita costs for years 3-5 is as follows: (Payments due January 1<sup>st</sup> of each year.)

2011 @ \$ 5.81 per capita = \$26,679.00

2012 @ \$ 5.98 per capita = \$27,460.00

2013 @ \$ 6.16 per capita = \$28,287.00

**H. ENTIRE AGREEMENT**

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the TOWN OF RAYMOND By order duly adopted by its Selectmen, Town Manager or Council, has caused this Agreement to be signed by the Selectmen, Town Manager or Council and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said board to be affixed thereto and attested by the Clerk of said Board, all as of the day and year first above written.

County of Cumberland:

Town of RAYMOND

By: \_\_\_\_\_  
Chairman, Board of Commissioners

By: \_\_\_\_\_  
It's Authorized Representative

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

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

**Subject:** [Fwd: Re: Amended Contract]

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

**Date:** Tue, 23 Dec 2008 15:53:32 -0500

**To:** Laurie Cook <laurie.cook@raymondmaine.org>, Dana Desjardins <dana.desjardins@raymondmaine.org>, Joe Bruno <jbruno@communityrx.com>, "Lonnie Taylor (LTAYLOR@IDS.TC)" <LTAYLOR@IDS.TC>, Mark Gendron <markgendron@maine.rr.com>, mike\_reynolds@maine.rr.com, Mark Gendron <markyski@maine.rr.com>, Denis Morse <morse@maine.rr.com>, Bruce Tupper <bruce.tupper@raymondmaine.org>

Laurie,

This is for the January 20th BOS agenda. Bill Holmes should be notified of the meeting but does not need to attend in my view as I will be recommending this language upon favorable review by our attorney.

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

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

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

Subject: Re: Amended Contract  
Date: Tue, 23 Dec 2008 15:35:16 -0500  
From: William Holmes <holmes@cumberlandcounty.org>  
To: Don Willard <don.willard@raymondmaine.org>  
CC: Joe Bruno <jbruno@communityrx.com>, Peter Crichton <Crichton@cumberlandcounty.org>, Malory Shaughnessy <Shaughnessy@cumberlandcounty.org>, Bill Whitten <Whitten@cumberlandcounty.org>, Lonnie Taylor (LTAYLOR@IDS.TC) <LTAYLOR@IDS.TC>, Mark Gendron <markgendron@maine.rr.com>, Mark Gendron <markyski@maine.rr.com>, <mike\_reynolds@maine.rr.com>, Denis Morse <morse@maine.rr.com>, Malory Shaughnessy <mshaughnessy@masap.org>, Bruce Tupper <bruce.tupper@raymondmaine.org>, Dana Desjardins <dana.desjardins@raymondmaine.org>, Laurie Cook <laurie.cook@raymondmaine.org>, Nancy Yates <nancy.yates@raymondmaine.org>

Don,

I know that I provided you with a copy of the amended contract previously, however in the event that you did not retain the original, I have enclosed the amended copy for the Town's review.

The amended portion is Section 2-B, subsections 2-b and 2-c.

Bill Holmes

>>> Don Willard <don.willard@raymondmaine.org> 12/23/2008 2:59 PM >>>  
Bill,

Thank you for your reply and the confirmation that the commissioners have approved Raymond's contract. I will move forward with the BOS and will let you know when this issue is to be considered again.



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

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

William Holmes wrote:

> Don,  
> > Thank you for the prompt reply.  
> > 1) The CCRCC is not considering asking communities in the middle of a  
> contract to amend those contracts. However, I will be providing each  
> community with a contract including the new language upon expiration  
> of the current contract. As you will recall, I was able to get the  
> new language into the contracts for Naples and Harrison. Those  
> contracts have been signed by both parties.  
> > 2) The County Commissioners did approve my recommendation to sign the  
> 5 year contract with the Town of Raymond. The Commissioners approval  
> was conditional that the Town of Raymond signs an amended contract  
> (new language) within 90 days. I thought that 90 days would give the  
> town attorney ample opportunity to review our policy manual and for  
> you to send out the required 7 day "notice of change" to the citizens.  
> The Commissioners have approved my recommendation and I have forwarded  
> an original signed contract to you via U.S mail 2 days ago.  
> > 3) The CCRCC is nearly all set to bring the Town of Raymond aboard on  
> December 31, 2008 at 23:59. We have changed the start date and time  
> due to the fact that Naples has decided to close their center at that  
> time. I just learned of that change 2 days ago. Obviously, we will not  
> leave you without service. Deputy Chief Bruce Tupper is finalizing  
> your telephone set up which will serve as the radio transmission path.  
> He told me today that it should be complete by this Friday. Once that  
> is done and we have completed testing we are ready to begin service  
> to Raymond.  
> > 4) I had a very good meeting with the Fire / Rescue department last  
> week. We welcomed them aboard the CCRCC, provided an overview of our  
> services and answered a number of staff questions. > > 5) As a side note, it  
looks as though we may be hiring one of the  
> Raymond Fire Fighters on January 5, 2009 as a part time communications  
> officer in hopes that it will lead to a full time position once we  
> have a vacancy. > > > Respectfully,  
> > Bill Holmes >  
> >>> Don Willard <[don.willard@raymondmaine.org](mailto:don.willard@raymondmaine.org)> 12/23/2008 12:02 PM >>>  
> Good afternoon Bill,  
>  
> I would be pleased to schedule such a meeting once I have the document  
> undergo legal review. One of the questions that the BOS have is will  
> all the other CCRCC member towns without this language be considering  
> this amendment before their contracts expire?  
>  
> On another, but related note I have not received any official written  
> confirmation that our contract was approved by the county to start on  
> January 1st. when the Naples Dispatch Center shuts down. Are we all  
> set and will we get a signed copy from you or the commissioners office  
> of the five year contract the BOS signed for our records? Thank you and  
> I hope you have an enjoyable holiday season.  
>  
> Don Willard  
> Town Manager  
> Town of Raymond  
> 401 Webbs Mills Road  
> Raymond, Maine 04071  
>

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

> William Holmes wrote:

> > Don,

> >

> > As you recall, at your last Board of Selectmens meeting I urged the  
> > board to sign a 5 year contract with the County for communications  
> > service which included the "new language".

> >

> > Both you and the Board members agreed that you are required to have  
> > the Town Attorney view the new language and provide the citizens with  
> > 7 days notice of any proposed changes. Since those 2 criteria had not  
> > been met, the board voted that evening to support a 5 year contract  
> > without the new language and said they would be happy to sign a  
> > contract amendment with the new language in it once the criteria have  
> > been met.

> >

> > I have forwarded a copy of the entire CCRCC Policy Manual to Deputy  
> > Chief Tupper and asked that he forward it to you and the town attorney  
> > for review.

> >

> > Can you please schedule this item for the next Select Board meeting so  
> > that the members can vote on the amended contract. I would be happy to  
> > attend and answer any questions that you or the board may have. Please  
> > let me know the date and time.

> >

> > Respectfully,

> >

> > Bill Holmes

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

Town Manager

Town of Raymond

**Contract Master 2007.doc**

**Content-Type:** application/msword

**Content-Encoding:** base64

# 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)

The following 20 abatements have been decided by the Raymond Board of Assessors.

Ab.	Abat#	Map	Lot	Sub	Owner	Reason	Year	Taxed Value	Abated Value	Abated Tax
1	C0031P	PP			Cranford Richard	No longer in business	2008	2,998	\$2,998	32.38
2	I7209P	PP			Inergy Propane	Iner reported tanks in incorrect Municipali	2008			1,305.55
3	L0007P	PP			Ledge Hill Advertising	Sold business 5/2007	2008	3,313	\$3,313	35.78
4	W8106P	PP			Wyman Bud & Claudia	Incorrect Owner	2008	1,354	\$1,354	14.62
5	P0017P	PP			Pomerleau, Timothy	No longer in business	2005-2006			63.76
6	F0004P	PP			First Friends Childcare	No longer in business	2006-2008			244.56
7	R8015R	018	029	H00	Robinson Randy & Andrea	Combine two lots into one	2008	95,800	\$51,500	556.20
8	L0640R	054	040	000	Lehr Romard & Lettia	Homestead exemption (qualified 4-1-2008)	2008	552,500	\$12,610	136.19
9	A0200R	'016	'049	000	Woodbrey Guyla	Unbuildable lot	2008	87,800	\$57,300	618.84
10	T0005R	'053	'040	000	Tabun, Kelli	presented appraisal supported lower value	2008	210,800	\$14,700	158.76
11	A8019R	'016	'051	'005	Adams, Lee F Jr	subdivision approved after 4/1	2008	37,100	\$21,500	232.20
12	A8018R	'016	'051	'006	Adams, Lee F Jr	subdivision approved after 4/1	2008	37,100	37,100	400.68
13	A8022R	'016	'051	'007	Adams, Lee F Jr	subdivision approved after 4/1	2008	36,700	36,700	396.36
14	A8017R	'016	'051	'008	Adams, Lee F Jr	subdivision approved after 4/1	2008	36,700	36,700	396.36
15	A8016R	'016	'051	'009	Adams, Lee F Jr	subdivision approved after 4/1	2008	36,700	36,700	396.36
16	A8015R	'016	'051	'010	Adams, Lee F Jr	subdivision approved after 4/1	2008	36,700	36,700	396.36
17	A8021R	'016	'051	'011	Adams, Lee F Jr	subdivision approved after 4/1	2008	48,200	48,200	520.56
18	A8020R	'016	'051	'012	Adams, Lee F Jr	subdivision approved after 4/1	2008	37,000	37,000	399.60
19	D0060R	'052	'029	000	Dadducci, Delores & Jam	Unbuildable lot	2008	54,000	\$32,400	349.92
20	H2155R	013	073		Hunnewell, Fred & Victori	partially complete on 4/1/08	2008	197700	\$66,200.00	714.96

Voted by the Raymond Assessors on: \_\_\_\_\_

Gentlemen, Please find below a rough estimate of closeout costs to Dispatch .  
 You will also see the costs broken out to each town. The cost of this severance package is less than one month of dispatch service.  
 Don Willard and I have talked about making sure the employees are taken care of as we close this regional facility. It is our believe that this should be a shared effort between all of our communities. The costs are broken out by the percentage of yearly contract costs to each town. I look forward to hearing from you on this matter.  
 The closure date will be December 31, 2008.  
 Sincerely

Derik Goodine  
 Naples Town Manager

<b>Severance Package</b>	<b>owed sick balance vacation time</b>	<b>2 months medical</b>	<b>2 weeks pay</b>	<b>Total</b>
Employee # 1 Avg Week Pay including Fica Med \$581.59	\$1,149.12	\$1,424.00	\$1,163.18	<b>\$3,736.30</b>
Employee # 2 Avg Week Pay including Fica Med \$581.59	\$1,149.12	\$474.00	\$1,163.18	<b>\$2,786.30</b>
Employee # 3 Avg Week Pay including Fica Med \$581.59	\$1,735.17	\$474.00	\$1,163.18	<b>\$3,372.35</b>
Employee # 4 Avg Week Pay including Fica Med \$332.51	\$849.93	\$0.00	\$665.02	<b>\$1,514.95</b>
Employee # 5 Avg Week Pay including Fica Med \$671.73	\$3,691.13	\$474.00	\$1,343.46	<b>\$5,508.59</b>
<b>Totals</b>	<b>\$8,574.47</b>	<b>\$2,846.00</b>	<b>\$5,498.02</b>	<b>\$16,918.49</b>

If shared by all towns

<b>Casco</b>	<b>\$3,956.26</b>
<b>Raymond</b>	<b>\$4,575.27</b>
<b>Harrison</b>	<b>\$435.10</b>
<b>Naples</b>	<b>\$7,951.85</b>
	<b>\$16,918.49</b>

Yearly Contract Amounts	Yearly Total	Percentage
Casco	\$52,920.00	23%
Raymond	\$61,200.00	27%
Harrison	\$5,820.00	3%
Naples	\$106,366.00	47%
Total	\$226,306.00	100.00%

Monthly Contract Costs

<b>Casco</b>	<b>\$4,410.00</b>
<b>Raymond</b>	<b>\$5,100.00</b>
<b>Harrison</b>	<b>\$485.00</b>
<b>Naples</b>	<b>\$8,863.83</b>



From the desk of Nancy L. Yates  
Finance Director  
207-655-4742 x32

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**2008/2009**  
**Dispatch Expense Information**  
as of January 16, 2009

Appropriation for dispatch	\$69,900
Paid to Naples, Jul-Dec 2008	- \$30,600
Cost for CCRCC, Jan-Jun 2009	- <u>\$12,559</u>
	\$26,741
Naples deactivation expense	- \$ <u>4,576</u>
Balance remaining *	\$22,165

\* in appropriation account,  
of which some will be spent  
to make move to county