

SELECTMEN'S MEETING e-Packet
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August 11, 2009

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**BOARD OF SELECTMEN
AGENDA**
Tuesday, August 11, 2009
7:00 p.m.
JSMS Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated July 14, 2009**
- 3) **New business.**
 - a) **Discussion of policy for election of Selectmen Chairman & Vice Chair – Selectman Dana Desjardins**
 - b) **Execution of Quit Claim deed for property located at Map 76, Lot 12**
- 4) **Old (unfinished) business.**
 - a) **Valuation update discussion – Contract Assessor Michael O'Donnell**
 - b) **Consideration of request from Crown Castle to extend tower leasing contract – Board of Selectmen**
 - c) **Discussion of the proposed policy for use of public property – Town Manager Don Willard**
- 5) **Town Manager Report and Communications.**
 - a) **none**
- 6) **Selectmen Communications.** This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken.
- 7) **Fiscal Warrants – Payroll and Appropriation Warrants – August 11, 2009.**
- 8) **Adjournment.**

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



BOARD OF SELECTMEN
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- 1) **Call to order.**
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- 3) **New business.**
 - a) **Discussion of policy for election of Selectmen Chairman & Vice Chair – Selectman Dana Desjardins**

This discussion initiated by Selectman Desjardins would be to consider enacting a local policy to rotate the Chairmanship and Vice Chairmanship of the Board of Selectmen in order that all elected officials be given the opportunity to serve in a leadership position during their term of office.

- b) **Execution of Quit Claim deed for property located at Map 76, Lot 12**

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 (15 Pulpit Rock Road – Edeltrud Griffin). All back taxes, interest and lien costs have been paid in full. Staff recommends approval of this deed.

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

- a) **Valuation update discussion – Contract Assessor Michael O'Donnell**

A memo from Contract Assessor O'Donnell regarding this item is attached to the e-packet.

- b) **Consideration of request from Crown Castle to extend tower leasing contract – Board of Selectmen**

The Board of Selectmen considered the issue of a lease modification for the privately owned communications tower located on town land at the top of Patricia Avenue at the May 5, 2009 Selectmen's Meeting. At that time Crown Atlantic Company, LLC, had made an offer that was not financially certain. As a consequence of the ambiguity in the original offer, the Selectmen requested that Crown Castle present a formal written offer for the potential of a tenant requested lease extension for two (2) additional five-year terms for a total lease of twenty-one years, including the one year remaining on the original ten year lease. Currently two(2) five-year terms remain in the existing contract renewal language. The offer made, \$125 additional base payment per month or \$1,500 per year, is identical to the original informal offer. The only financial change in this document is the addition of \$100 as a 'signing' bonus after the execution of the letter of agreement. Given the potential future value of the tower site to Crown Castle, new revenues amounting to an increase of \$1,500 per

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year, subject to a 5% escalator when compared to the existing \$38,850.48 annually per year, seem rather low. There is an annual escalator on the entire lease ranging from 3-5% but the real question remains, what will the future value of this site be for the use of cellular technology and/or other technology into the future, versus the time value of money received in return for said lease? Even with the annual CPI escalator adjustment, the growth in revenue will be relatively modest. If the Board of Selectmen wish to extend the lease for an additional ten-year period, staff recommends a counter offer that includes a higher lease escalator and/or consideration of an increase in the base rent offer of \$125 per month. The value of having a secure site for the tower for the next twenty-one years seems quite significant from a business development standpoint.

c) Discussion of the proposed policy for use of public property – Town Manager Don Willard

This item was first discussed at the June 16, 2009 Selectmen's Meeting. A copy of the proposed Public Property Use Agreement (with policies included therein) is attached to the e-packet. Acceptance and use of this document is now contingent on Selectmen amendment/approval.

5) Town Manager Report and Communications.

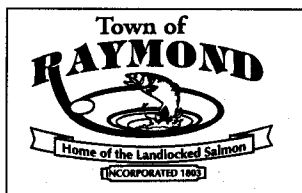
a) none

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

7) Fiscal Warrants – Payroll and Appropriation Warrants – August 11, 2009.

8) Adjournment.

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



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

207-655-4742

Fax: 655-3024

AUGUST 11, 2009

Board of Selectman,

This year the Town of Raymond foreclosed on the property located at 15 Pulpit Rock Road account # G1650R. On July 28, 2009 taxes, interest, and lien costs were paid in full and are now up to date needing a Quitclaim.

Thanks,

A handwritten signature in cursive script that reads "Sue Carr".

Sue Carr
Deputy Tax Collector

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, releases to GRIFFIN EDELTRUD ET AL 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 76, Lot 12,

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 76, Lot 12, in the name of GRIFFIN EDELTRUD ET AL and recorded in said Registry of Deeds.

BK 26335 PG 213 BK 25536 PG 184

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 11 day of AUG, 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 11 day of AUG, 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

Town of Raymond

Board of Assessors

401 Webbs Mills Road, Raymond, ME 04071

Raymond Board of Assessors
401 Webbs Mills Road
Raymond, ME 04071

Dear Board,

At our last meeting, we were looking for more information concerning the funding of a valuation update. I checked with Nancy Yates and determined that there is currently \$70,000 available. In 06, 14K was set aside followed by 28K in both 07 and 08. There is no money set aside in 09 and the cost of the update is \$132,600 so that leaves \$62,600 to be raised.

There was discussion of taking money from the overlay. You have the authority to spend up to \$75,000 of the UFB as you deem advisable to meet the unanticipated needs of the community. Unspent overlay funds go directly into the UFB so you would actually take the funds from the UFB not the overlay. If you put 30K back into the 2010 budget and took 33K from the UFB this year, the update would be funded.

In order to not look hypocritical, I want to mention that in each of the last three commitments we have had a discussion concerning the overlay, the UFB and use of the UFB to lower the mil rate. My recommendation and that of Nancy Yates is to stop taking from the UFB to lower the mil rate or at least plan on replacing what has been taken with a larger overlay. Nancy noted that this year's budget already includes \$146,300 in UFB funds to offset taxes. The overlay will need to be close to \$170,000 to cover the use of the UFB and the abatements. We will be just over \$200,000 if the money for the update is included.

I always try to provide the Board with a broad perspective even when it may work against my self interest. In this case I am obliged to mention the downside of using the UFB even though I believe the valuation update to be important.

Sincerely, Michael O'Donnell



301 North Cattlemen Road
Suite 200
Sarasota, FL 34232

Tel: 941 308.5218
Fax: 724 416.6457
www.crowncastle.com

June 11, 2009

Town of Raymond
C/O Nancy Yates
401 Webbs Mill Rd.
Raymond, ME 04071

RE: Business Unit: # 816709

Site Name: Raymond

Dear Nancy:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") and Town of Raymond, Maine ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated June 6, 2000, as may be amended ("Lease") for property located in Raymond, Cumberland County, ME ("Property").

For and in consideration of One Hundred Dollars (\$100.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in Article II that there are two (2) remaining renewal terms of five (5) years each. That Lease section will be amended to provide that the remaining term of the lease will be four (4) additional renewal terms of five (5) years each. The new final Lease expiration date will be June 30, 2040.
2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:
 - a. Upon full execution of the Lease Amendment, the monthly base rent due under the Lease shall be increased by One Hundred Twenty Five Dollars (\$125.00) per month.
 - b. Lessor's right to terminate at each renewal term pursuant to Article II of the Lease is hereby removed. However, Lessor's relocation rights will remain intact and unaltered.
3. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
4. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare the Lease Amendment and Lessor shall execute the same without any unreasonable delay.
5. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

6. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

7. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:
Town of Raymond, Maine

Lessor:
Town of Raymond, Maine

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Lessee:
**Crown Atlantic Company LLC, a Delaware
limited liability company**

By: _____
Name: Scott Tonnesen
Title: Land Acquisition Manager
Date: _____

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

Include the following:
Public Property Use Agreement
Proof of Insurance
Liquor Permit (if applicable)

Date of Application _____

**Town of Raymond
Public Property Use Agreement**

Name of Organization/Applicant _____

Contact Person _____

Phone No. (w) _____ (h) _____

Address _____
(Street Address) (City) (State) (Zip Code)

Date(s) Desired _____ Hour(s) _____ to _____

Event Name _____

Event Location _____

No. of people attending Youth _____ Adults _____ = _____

Will there be an admission charge? _____

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

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

Applicants must provide adequate chaperones, for any function that is attended by any person under the age of 18 years, as well as private security, public safety and/or police coverage as determined by the Town. If liquor is served, the applicant will need all required permits or licenses from the State of Maine, as well as to obtain approval by the Board of Selectmen. Use of alcohol on public property is strongly discouraged and is allowed only at the sole discretion of the Board of Selectmen.

All groups must leave the grounds in a clean and satisfactory condition. Any organization damaging or destroying Town property will be held responsible for all repairs and/or replacement. In the event of damages or cleaning being required, applicant will accept the Town's estimate of the amount incurred.

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

Town of Raymond
Public Property Rental Agreement
Page 2 of 2

meetings and make presentations to involved town committees and/or the Board of Selectmen as determined by the Town Manager.

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

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

If liquor is consumed, the organization/applicant shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Town is to be named as an additional insured on the Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Town.

CLEANING PROCEDURES: The organization is responsible to clean and leave the premises in the same condition as when it arrived. All cleaning must be done immediately after the event. The cost of any additional cleaning or repairs required by the Town will be charged to the organization/applicant.

Applicant Signature

Date

APPROVAL SIGNATURES

Town Manager

Date

Chairman of Selectboard

Date

Selectman

Date

Selectman

Date

Selectman

Date

Selectman

Date