

***SELECTMEN'S EPACKET***  
***List of Files***  
***September 13, 2011***

---

<b>List of Files</b>	<b>Page 1</b>
<b>Agenda</b>	<b>Page 2-3</b>
<b>Agenda Summary</b>	<b>Page 4-6</b>
<b>Letter from Ms. Sadak RE: Sex Offender Ordinance</b>	<b>Page 7</b>
<b>Title 30A-§3014: Residency Restrictions For Sex Offenders</b>	<b>Page 8</b>
<b>Letter from Mrs. Thomas RE: Collection Containers at Deep Cove</b>	<b>Page 9-15</b>
<b>Letter from Ms. Haas RE: Collection Containers at Deep Cove</b>	<b>Page 16-7</b>
<b>Letter from Ms. Wilson RE: Collection Containers at Deep Cove</b>	<b>Page 18</b>
<b>Memo from Town Clerk RE: Survey about Collection Containers</b>	<b>Page 19</b>
<b>Survey Results RE: Collection Containers</b>	<b>Page 20</b>
<b>Correspondence RE: Collection Containers</b>	<b>Page 21-32</b>
<b>Brad McCurtain: Investments Summary</b>	<b>Page 33-5</b>
<b>Town Investments Illustration</b>	<b>Page 36-56</b>
<b>Town Report Dedication Memo From Town Clerk</b>	<b>Page 57-8</b>
<b>Town Report Memorial Policy</b>	<b>Page 59</b>
<b>Memo from Mike O'Donnell and Commitment Breakdown</b>	<b>Page 60-1</b>
<b>Contract Assessor Draft Contract and Proposed 2010-11 Schedule</b>	<b>Page 62-71</b>
<b>Draft Recall Ordinance</b>	<b>Page 72-3</b>
<b>Draft Appointment Ordinance</b>	<b>Page 74</b>
<b>TAP Summary</b>	<b>Page 75</b>
<b>TAP Map Relative to Town Owned Properties</b>	<b>Page 76</b>
<b>Tropical Storm Irene Summary</b>	<b>Page 77</b>
<b>Cumberland County Tax Return</b>	<b>Page 78</b>



## BOARD OF SELECTMEN

### AGENDA

September 13, 2011

7:00 p.m.

Broadcast Studio

### SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
  - August 2, 2011
- 3) New business.
  - a) Consideration of Sex Offender Ordinance- Theresa Sadak and CCSO Captain Donald Goulet
  - b) Discussion of MSW/Recycling Collection Container Concerns at Deep Cove- Penny Thomas, Sheehan Island Road
  - c) Discussion of Town's Investment Portfolio- Bradley McCurtain, Maine Securities Corporation
  - d) Town Report Dedication- Louise Lester, Town Clerk
  - e) Abatements as Submitted by Contract Assessor Mike O'Donnell
  - f) Discussion of 2011-12 Property Tax Commitment- Contract Assessor Mike O'Donnell
  - g) Consideration of Appointment New Contract Assessor: Curt Lebel
- 4) Old (unfinished) business.
  - a) Recall Ordinance
  - b) Appointment Ordinance
  - c) Tax Acquired Properties
- 5) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 6) **Town Manager Report and Communications.**
  - a) Tropical Storm Irene Update
  - b) Reward for Information Regarding Vandalized Tree

---

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

**d) Confirm date for next regular meeting:**

- **October 11, 2011**

**7) 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. Previously considered agenda items cannot be addressed under Selectmen communications unless approved by formal vote of the Board of Selectmen.

**8) Fiscal Warrants – Payroll and Appropriation Warrants – September 15, 2011**

**a) Cumberland County Tax Assessor's Return**

**9) Adjournment.**

---

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



**BOARD OF SELECTMEN**  
**AGENDA SUMMARY**  
September 13, 2011  
7:00 p.m.  
Broadcast Studio

**SELECTMEN'S MEETING**

- 1) Call to order.
- 2) Minutes of previous meeting dated:
  - August 2, 2011
- 3) New business.
  - a) **Consideration of Sex Offender Ordinance- Theresa Sadak and CCSO Captain Donald Goulet**

Ms. Sadak is requesting that the Town adopt a local Sex Offender Ordinance, which would prohibit registered sex offenders from residing in the close proximity of preschools/daycares. There is already a State law which prohibits sex offenders from being living 750 feet of schools and municipal buildings (attached to ePacket). Captain Donald Goulet of the Cumberland County Sheriff's Department will also be joining the discussion to give insight on the possible enactment/enforcement of such an ordinance.

- b) **Discussion of MSW/Recycling Collection Container Concerns at Deep Cove- Penny Thomas, Sheehan Island Road**

Mrs. Thomas would like to discuss concerns that she and two of her neighbors have regarding the MSW/recycling collection containers that are located at Deep Cove as well as presenting some possible solutions. Mrs. Thomas and Elizabeth Haas and Mrs. Wilson have submitted letters outlining their concerns (attached to ePacket). Various staff email correspondence related to this issue is also attached to the ePacket.

- c) **Discussion of Town's Investment Portfolio- Bradley McCurtain, Maine Securities Corporation**

Mr. McCurtain will be reviewing the past performance of the town's trust fund investment accounts as well as presenting recommendations for future investment strategies based upon his view of current projections and trends of the market.

- d) **Town Report Dedication- Louise Lester, Town Clerk**

Per the Town Report Memorial Policy (attached to the ePacket) the Town Clerk has prepared a list of citizens who have passed away in the last fiscal year, as well as associated biographical information, for the Selectmen to consider for a possible memorial page in the 2010-11 Town Report. She has also gathered information about individuals in the community, who have made significant contributions to the town for possible Town Report dedication.

---

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

**e) Abatements as Submitted by Contract Assessor Mike O'Donnell**

Contract Assessor Michael O'Donnell has a short list of abatements (attached to the ePacket) for Selectmen review. Mr. O'Donnell will be presenting these to the Selectmen for consideration and will be available for questions.

**f) Discussion and Setting of 2011-12 Property Tax Rate/Commitment- Contract Assessor Mike O'Donnell**

Contract Tax Assessor, Michael O'Donnell, will present calculations and material related to setting the 2011-12 property tax mil rate to the Selectmen.

**g) Consideration of Appointment New Contract Assessor: Curt Lebel**

The Selectmen will be reviewing the draft contract and considering the appointment (attached to ePacket) of new Contract Assessor Curt Lebel.

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

**a) Draft Recall Ordinance**

Raymond Residents, Jack Fitch and Frank McDermott, asked the Board of Selectmen to consider creating an Elected Official's Recall Ordinance at their April 5, 2011 meeting, as authorized under Maine Law M.R.S.A. Title 30-A §2602(6). This would allow Raymond residents to petition for the removal of elected officials, with the exception of school board members, from office. Attached to the ePacket is a document that was drafted based upon the Selectmen specifications and Maine Law.

**b) Draft Appointment Ordinance**

The Selectmen had requested that an appointment ordinance be drafted that would allow them to appoint an elected official if a regular election was not already scheduled within 90 days, except in the event that a vacancy was the result of a recall.

**c) Tax Acquired Properties**

Town Staff has prepared a summary of current Tax Acquired Properties and is requesting Selectmen guidance on whether to move toward public sale or retaining any properties for town use. Tax Acquired Property Policy is attached to the ePacket.

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

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

**a) Tropical Storm Irene Update**

**b) Reward for Information Regarding Vandalized Tree**

**d) Confirm date for next regular meeting:**

---

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

- **October 11, 2011**

**7) 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. Previously considered agenda items cannot be addressed under Selectmen communications unless approved by formal vote of the Board of Selectmen.

**8) Fiscal Warrants – Payroll and Appropriation Warrants – September 15, 2011**

**a) Cumberland County Tax Assessor's Return**

In the ePacket is a copy of the Cumberland County Tax Assessor's Return for Selectmen's signatures. This is an administrative requirement necessary to collect and disburse the tax due from the Town of Raymond to Cumberland County, which in FY 2011-12 is being levied in the amount of \$589,325. Although taxes are due on September 1, 2011, there is a 60-day grace period during which interest does not accrue. It is the procedure of the town to make payment timed within the expiration of that 60-day period. Accordingly, staff is recommending that the Selectmen approve and sign the Tax Assessor's Return, which will facilitate payment by the Town of Raymond at the appropriate time.

**9) Adjournment.**

---

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

Danielle:

I am requesting to be put on the agenda for the Selectmen's Meeting on Wednesday, September 13. I am looking to the Selectmen to see what can be done about adding an Ordinance in Raymond to prevent Sex Offenders from living/residing near daycares/preschools in the Town of Raymond. There is currently a State Ordinance that sets restrictions for schools and municipally owned property of 750 feet but nothing for daycares/preschools.

Thank you,

Teresa Sadak

**30-A §3014. ORDINANCES REGARDING  
RESIDENCY RESTRICTIONS FOR SEX OFFENDERS**

**30-A §3014. ORDINANCES REGARDING RESIDENCY RESTRICTIONS FOR  
SEX OFFENDERS**

*(REALLOCATED FROM TITLE 30-A, SECTION 3013)*

**1. Application and scope.** The State intends to occupy and preempt the entire field of legislation concerning the regulation of persons convicted of a sex offense in this State or in another jurisdiction. Except as provided in this section, a municipality may not adopt or enforce any ordinance or bylaw addressing persons who have been convicted of a sex offense in this State or in another jurisdiction that would impose on them restrictions or requirements not imposed on other persons who have not been convicted of a sex offense in this State or in another jurisdiction. As used in this section, "convicted of a sex offense in this State or in another jurisdiction" means a conviction for any current or former Maine crime listed in former Title 17, sections 2922 to 2924 or Title 17-A, chapter 11 or 12 or Title 17-A, section 556; a conviction for an attempt or solicitation of those listed crimes; or any conviction for any former or current crime in any other jurisdiction in which the person engaged in substantially similar conduct to that of the earlier specified current or former Maine crimes.

[ 2009, c. 1, §21 (RAL) . ]

**2. Residency restriction ordinance.** A municipality may adopt an ordinance regarding residency restrictions for persons convicted of Class A, B or C sex offenses committed against persons who had not attained 14 years of age at the time of the offense. Any such ordinance is limited as follows.

A. An ordinance may restrict only residence. It may not impose additional restrictions or requirements, including, but not limited to, registration and fees. [2009, c. 1, §21 (RAL) . ]

B. A municipality may prohibit residence by a sex offender up to a maximum distance of 750 feet surrounding the real property comprising a public or private elementary, middle or secondary school or up to a maximum distance of 750 feet surrounding the real property comprising a municipally owned property where children are the primary users. [2009, c. 1, §21 (RAL) . ]

C. An ordinance may not restrict the residence of a person who lived in an area restricted pursuant to paragraph B prior to the adoption or amendment of the ordinance. [2009, c. 1, §21 (RAL) . ]

D. An ordinance may not be premised on a person's obligation to register pursuant to Title 34-A, chapter 15. [2009, c. 1, §21 (RAL) . ]

[ 2009, c. 1, §21 (RAL) . ]

**SECTION HISTORY**

RR 2009, c. 1, §21 (RAL) .

The State of Maine claims a copyright in its codified statutes. If you intend to republish this material, we require that you include the following disclaimer in your publication:

*All copyrights and other rights to statutory text are reserved by the State of Maine. The text included in this publication reflects changes made through the Second Regular Session of the 124th Legislature, is current through October 1, 2010, and is subject to change without notice. It is a version that has not been officially certified by the Secretary of State. Refer to the Maine Revised Statutes Annotated and supplements for certified text.*

The Office of the Revisor of Statutes also requests that you send us one copy of any statutory publication you may produce. Our goal is not to restrict publishing activity, but to keep track of who is publishing what, to identify any needless duplication and to preserve the State's copyright rights.

PLEASE NOTE: The Revisor's Office cannot perform research for or provide legal advice or interpretation of Maine law to the public. If you need legal assistance, please contact a qualified attorney.



To the Board of Selectmen of the Town of Raymond

We have asked to meet with you due to our continuing concern regarding two town dumpsters situated within a few steps of our home, and along the roadways approaching eight other neighborhood properties of significantly greater value than ours. We are hoping we can work with the town to address several issues that negatively impact both our quality of life and the value of our homes.

We are Raymond taxpayers who were paying taxes to receive, among other things, garbage pickup at our home. Last summer roadside pickup was ended for five homes at the end of Deep Cove Road; the Sheehan Island dumpster serving an additional four homes was removed; and two dumpsters were situated on the school bus turnaround within steps of our property and directly visible on the approach to all nine houses.

In spite of efforts by Nathan White last year, including clearing a new site on the turnaround and moving the dumpsters there, there continue to be problems with the dumpsters for many in the neighborhood, particularly the neighbors on the mainland who are more directly affected than those on Sheehan's Island.

As you are aware, these two containers were installed after the waste company instituted policy changes that, among other things, eliminated the private Sheehan Island dumpster. The new dumpsters were part of a solution. Unfortunately, the solution created a new flow of dumping traffic from Deep Cove Road and, sometimes, from well outside the neighborhood. Those of us who live in the immediate vicinity of the dumpsters are seeing unfamiliar faces hurrying to dump and run!

We're enclosing pictures taken this summer of the dumpsters: one in June, several in July, and one in August. Because our pickup day is Monday, these dumpsters are always at their worst on the weekends when summer renters on the road are cleaning cottages and most of us are apt to have friends and family visiting.

There are occasions when it seems that the turnaround by the tennis court is a destination for contractors, house cleaners, and others looking for a good place to dispose of all nature of waste, both inside and outside the containers. We have observed that hurrying dumpers would rather heap the bags into the front of the container, spilling them out over the edge, than walk five feet to the back side where there is a side door and additional capacity. While we are aware that we cannot change human nature, we do feel as if there are modifications that can be made to the dumpsters to address both the town's responsibilities and our concerns.

We were told by Nathan White last year that the dumpsters were installed for use by the nine houses in the immediate area of the turnaround. We were surprised this spring to find large signs attached to the dumpsters, inviting all residents of Raymond to use them. We have been told that, at the same time that Raymond residents were being turned away from the dumpsters at the fire station at the other end of Deep Cove, there was public conversation that the Deep Cove site was one of several town sites for public dumping.

We are not the only neighborhood residents who object to the condition of the dumpsters. Both the Haas family and Elizabeth Wilson have contacted town officials, hoping to find a solution. Bonnie Lewis on the Island has also communicated her concern about the conditions of the dumpsters in a letter to Don Willard, although she and others on Sheehan's Island are not in favor of removal of the dumpsters.

In an effort to find a solution which would work for everyone in the neighborhood and also be acceptable to the town, a number of us have wracked our brains to come up with solutions to this problem. We've added below a list of ideas, any one of which would help enormously. As you will see, our favored solution would be a "seasonal" sight barrier to the dumpsters, around which residents could walk to dispose of their garbage.

Thank you for spending your time on this issue. We appreciate efforts the town has made thus far and will be grateful for your working with us to further address this concern. We are hoping that the enclosed pictures underscore the fact that there are adjustments still needed, and that this communication reflects our desire to be part of the solution.

Penny and Bob Thomas

### **Possible solutions to the dumpster problem**

- Put a gate, fence or other sight barrier in front of the dumpsters so they are not such an eyesore. When Bonnie Lewis and I met with Nathan White last summer, we all agreed that it would be a good idea. The barrier would only need to be up from June 15 to September 15, so it would cause no problems in the winter.
- Increase trash pickup from July 1 through Labor Day weekend to twice a week. This option was suggested earlier in the summer by Bonnie Lewis.
- Lock the dumpsters so only those nine families which have keys can access them. (Our Sheehan's Island neighbor, Sally Walters, suggested this. She could not be here tonight).
- Install signage that identifies this location as a site for only those Raymond residents who do not receive curbside pickup.

If you can think of any other options, we'd very much like to hear about them. Thank you for your attention.



Picture taken on 6/20/11 and emailed to Eileen Stiles on that day





This and the picture below were taken on July 5, 2011, a day when most of us had visiting family and friends.



Taken August 8, 2011



These very large signs covered the top of each dumpster. They have since been removed, but unfortunately, the word was out that there were public dumpsters at the end of Deep Cove Road.



September 6, 2011

Dear Danielle:

I'm sending along two more pictures of dumpster screens which are used in other communities. These two pictures were taken on the other side of the lake last weekend. Please add them as suggestions of ways the dumpsters could be screened. I took the top picture from an angle to show the dumpster behind, but you do not see the dumpster as you drive down the road.

Thanks

Penny Thomas





8-27-11

Dear Board of Selectmen (Town of Raymond),

Regarding the dumpsters placed by the town at the End of Deep Cove Rd., I would like to comment prior to the meeting on the topic Sept. 13th.

The true question at hand is why does the town of Raymond think it acceptable to place 2 large, ugly dumpsters without a visual screen in the center of an established lake front community of entirely residential character and use? The question is not, "Why is Mrs. Thomas upset?"

The three households on the end of Deep Cove (Haas, Russell and Zade) understand the Thomas' objection as the house nearest to and facing the dumpsters. We are in agreement that the Town should improve the current arrangement. We are in agreement that the dumpsters are an eyesore, and that a visual screen, such as gated stockade fencing, is a reasonable solution.

I would like to express my opinion that the town has an obligation in a residential neighborhood to provide the visual barrier 12 months a year. I object to the suggestion that snow is an obstacle. Towns and cities all over Maine maintain garbage and recycling sites year round. Commercial entities and public schools maintain them 12 months a year as well.

In addition to being respectful of the residential lakefront character of the area, a gated screen will likely reduce the opportunistic or inappropriate usage we have witnessed this summer by non-residents and commercial entities.

I would like to suggest that the town can take the position that the containers are for use by residents without curbside pickup, and put up a sign accordingly. The town does not have an obligation to provide double trash service/convenience to residents along the town portion of the road or from other neighborhoods. If you are providing double service to households, then the cost saving purpose of the initial change in service is lost. And you are not providing adequate service to us if the dumpster is, at times, too full to use.

Visual screens/barriers for dumpsters are required under site plan reviews for any new or change of use in South Portland and also in many communities around the state.

I have attached 2 photos of dumpster screens near the entrance to the neighborhood where I reside in the hope they can be of help.

Catherine Haas (831-2433)  
184 Deep Cove Rd., Raymond





July 5, 2011

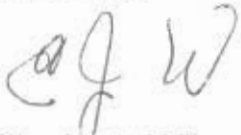
Mr. Don Willard, Town Manager  
Town of Raymond  
401 Webbs Mills Road  
Raymond, ME 04071

Dear Mr. Willard:

I hereby request that the town dumpsters at the end of Deep Cove Road be removed. As you must know, I deeded that land to the town so that there would be a turnaround for the busses for Raymond's school children.

Although I am elderly and have a heart condition, I am so disgusted by the dumpsters the town has seen fit to place adjacent to my private driveway that I prefer to carry my garbage to the bus turnaround for pickup.

Sincerely,

A handwritten signature in black ink, appearing to read 'EJW', written over a light blue horizontal line.

Elizabeth Wilson  
Manor Harbor Road



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

---

To: Don Willard, Town Manager

Date: July 7, 2011

From: Louise Lester, Town Clerk

Subject: Deep Cove Rd  
Trash/recycling dumpster

I have researched and tried to contact the residents who are entitled to use the trash/recycling dumpsters at the end of Deep Cove Road located on town property. There are potentially 11 residences at the end of Deep Cove Road and Sheehan's Island which are involved. I talked with 7 of them [see attached sheet] and left messages for 4 of them. Of those I talked with 2 felt they should be taken out and have each residence put their 2 barrels out weekly. Six asked to keep the dumpsters.

Of those I spoke with felt that refuse was definitely coming from other Deep Cove Road residents, and they also felt that some was coming in from Route 302 and not Deep Cove Road residents because when sighted, they couldn't recognize them as anyone who lived in that area. One asked that there be a secured dumpster for recycling so that it didn't get contaminated with trash.

Sheet1

		Owner_Name	Owner_Name2	Address1	Address2	City	State	Zip	Property_Location
message	655-6685 or 6680	WILSON ELIZABETH JANE		PO BOX 651		RAYMOND	ME	04071	00022 MANOR HARBOR RD
message	617-928-1253	MAXWELL JANE		167 LAKE AVE		NEWTON	MA	02459	Manor Harbor Rd
message	518-3015	LEWIS BONNIE L		PO BOX 262		RAYMOND	ME	04071-1061	00012 SHEEHANS ISLAND
Keep	655-4690	LEWIS REX W		PO BOX 261		RAYMOND	ME	04071	00014 SHEEHANS ISLAND
Keep	899-4945	WALTERS SALLY REVOC C/O SALLY WALTERS		18 CARROLL ST		FALMOUTH	ME	04105	00018 SHEEHANS ISLAND
	860-508-7007	WALTERS JOHN		18 CARROLL ST		FALMOUTH	ME	04105	00009 SHEEHANS ISLAND
Keep	655-1120	MAY MICHAEL & RANDELL		225 CHILIAN AVE		PALM BEACH	FL	33480	00024 SHEEHANS ISLAND
N/A	655-2443	JRJ GROUP LLC		C/O SCOTT M MAXWELL	167 LAKE AVENUE	NEWTON	MA	02459	00023 SHEEHANS ISLAND
take away	655-1003	THOMAS ROBERT L	THOMAS ROSAKIE P	1260 WINDWARD DRIVE		OSPREY	FL	34229	00001 SHEEHANS ISLAND
Keep	655-4994	ZADE BARBARA J	KRAUSMAN HARRIET J	C/O GAIL M HARTGLASS	4 FORESIDE COMMON D	FALMOUTH	ME	04105-2318	00174 DEEP COVE RD
message	413-567-7854	DEEP COVE TRUST	DEBORAH HAAS WILSON	HAAS CATHERINE TRUSTEE	71 CLINTON ST	SO PORTLAND	ME	04106	00184 DEEP COVE RD
Keep	655-4928	RUSSELL RICHARD, WENMARLENE RUSSELL		11 TIDE'S EDGE RD		CAPE ELIZABETH	ME	04107	00181 DEEP COVE RD
Keep	above	RUSSELL EBEN K		C/O RICHARD RUSSELL	291 MIDDLE RD	FALMOUTH	ME	04105	00177 DEEP COVE RD

Zade would like to have a secured recycling dumpster so it wouldn't get contaminated

Good evening Ms. Thomas,

Thank you for sharing your concerns regarding the MSW collection containers at the end of Deep Cove Road. I have copied your email along to the members of the Board of Selectmen, involved staff, volunteers and contractor Pine Tree Waste. The conditions in the photos are not inconsistent with the state of all such town containers that occur over the holiday weekend every year. I do know that town staff have been monitoring this particular location rather regularly and that this is not the typical observed conditions.

The town will remove the containers if all the residents in the area agree to use individual barrels at this shared site. I hope this information is helpful.

Don Willard  
Town Manager  
401 Webbs Mills Road  
Raymond, ME 04071  
207.655.4742  
207.650.9001  
207.655.3024 (fax)

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

**Subject:** garbage at the end of Deep Cove Road

**Date:** Tue, 05 Jul 2011 18:22:39 -0400

**From:** Penny Thomas  
<[penthom@verizon.net](mailto:penthom@verizon.net)>

**To:** <[don.willard@raymondmaine.org](mailto:don.willard@raymondmaine.org)>

Dear Don Willard:

I have forwarded the pictures above at the suggestion of Eileen Stiles. Our neighbors are getting together to decide how approach the town about the public dump site the town has established at the end of Deep Cove Road. Just as a beginning, here are some pictures of the dumpsters taken over this weekend. These pictures were taken after two of the neighbors had picked up garbage strewn around on the ground with their bare hands! This disgraceful situation has been caused because the town chose to remove the private garbage pickup provided to most of our fellow townspeople and further punish the people at the end of Deep Cove Road by turning their lovely road into a public dump. Penny Thomas, One Sheehan's Island Road

Good morning Ms Hass,

I have forwarded your email to the Board of Selectmen, town staff, volunteers and contractor Pine Tree Waste. Several points in your communication are of concern me. First is the tone, which is inconsistent with our telephone conversation yesterday afternoon during which I discussed a path toward possible change. In my view Raymond town staff have been highly responsive to the two (now

three) individual citizen concerns received (Wilson-Thomas) and have put considerable effort into managing/monitoring the situation and have not until quite recently found any conditions that would warrant considering a change. To unilaterally remove the containers could result in an adverse reaction from the residents in the area that do find them convenient. As you know the town placed these containers as a convenience to the area residents that objected to the inconvenience of having to handle individual containers as is the case in other areas of town.

It had been my impression that Ms. Thomas, based upon her written and verbal communications (mostly with the Public Works Department) was in contact your neighbors to help provide us with a sense of the level of desire/acceptance of a possible shared new direction. Since that is apparently not happening I will see that town staff makes these contacts, so we can ascertain if removing the containers immediately is the preferred option.

I expect that a staff decision to remove the containers or not can be made within a week or less. In the meantime we will continue to monitor the use of the containers and empty them as necessary as has been the case since Ms Thomas first brought her concerns to our attention.

I am available to meet with you if you wish to discuss this all in more detail.

Don Willard  
Town Manager  
401 Webbs Mills Road  
Raymond, ME 04071  
207.655.4742  
207.650.9001  
207.655.3024 (fax)

On 7/6/2011 9:22 PM, [chaas1@maine.rr.com](mailto:chaas1@maine.rr.com) wrote:

Hi Don,

After speaking with you this afternoon I went out to our camp to deal with the garbage that my relatives were unable to place in the dumpsters July 4th because they were over capacity. The dumpster was full late this afternoon with bags on the ground next to it. I am madder than a hornet.

So it has been filled up again in slightly over 24 hours. This is an unacceptable situation.

It is not working out for the use and convenience of the eight or nine households that the town took off the trash route. And the dumpsters are creating nuisance and traffic that are not welcome. While I was there, two guys in a truck with multiple bags of garbage came down. When they saw me with my cell phone out, they pulled a u-turn and took off. To me, that's a pretty good indicator you are collecting garbage from residents of other towns or from residents who are bringing down inappropriate things in bags to dispose of on the sly.

I reflected on your remarks about majority opinion. The dumpsters were not put in as a result of consensus by homeowners or by vote of any kind. The town acted independently to place them as a substitute for pick-up on a route. The town can remove them just as independently, especially since they are a nuisance, and as you said, wasting money in staff

time and management. It's a failed solution for the trash route change. It is time to let each household bring their own barrel down. As you mentioned, there are good barrels with wheels, etc. Or come up with a different solution.

I did call Mrs. Thomas. She is not speaking with members of the neighborhood as you think. She has put her house on the market and has given up on the Town of Raymond.

This is a sad situation that reflects poorly on the Town, both the garbage pile-up and the lack of confidence in town government.

If the dumpsters remain in place, they will have to be emptied on an every other day basis. Twice in three days my household has not been able to dispose of garbage. I will want to see the cost numbers on that relative to the route that was originally eliminated to save money. I will also want the stats on the increased wear and tear to the road as a result of the increased usage, not only the increased frequency of trash trucks, but the increased usage by town residents to get to the dumpsters.

If you decide to make the dumpsters private for the residents of Deep Cove only, please consider the enforcement obligation/feasibility/costs. Another relevant detail I learned today is that a resident of the neighborhood was seriously verbally abused and frightened by the reactivity of a man using the dumpsters to get rid of a large quantity of stuff.

That's another indication of a fundamentally flawed set-up.

Please forward this email to the Selectmen. Please email back within the week to update me on decisions or the status of decision making process. If you prefer to set up a meeting, I will be in Raymond all of next week.

thanks for your assistance,  
Catherine Haas  
184 Deep Cove Rd.  
831-2433

7/7/11 Penny Thomas Wrote:  
Dear Mr. Willard:

Yes, of course I agree that the best option at this point would be to remove the offensive dumpsters, since the problems they are causing are growing greater every day.

If someone in this area requested the dumpsters last year, it certainly was no one on Sheehan's Island Road or Manor Harbor. When the dumpsters appeared last year, none of us had any idea why they were there—they simply appeared at the same time the private dumpster for the use of the Sheehan's Island residents was removed.

We had a neighborhood meeting and agreed unanimously that we would ask to have the dumpsters removed; but when Bonnie Lewis and I met with Nathan White, the three of us agreed to leave the dumpsters (for the sole use of the nine houses involved) in place behind a fence or gate so they would

not become a dumping ground by the public. That, of course, was very different from what actually occurred.

You do not often get 100 percent of any group of people to agree on any subject; and no doubt that now includes the dumpster issue. For example, one neighborhood family who voted to remove the dumpsters last year are now coming to Raymond only a few days a month and find it inconvenient to separate their garbage or arrange for garbage pails to be put out in their absence, so they are less likely now to support the dumpsters' removal.

If it is becoming too expensive and time-consuming for the town to monitor and control the increasing problems caused by these dumpsters, isn't that reason enough to remove them? The residents of Grandview, a road with similar properties, simply take their garbage to the end of the road like everyone else. Isn't that a better solution for the town than dealing with ever-increasing complaints caused by the overflowing and litter-surrounded dumpsters?

7/7/11 from Nathan White:  
Good Morning Ms. Thomas,

I would like to address a few points made in your email. First of all, the dumpster that is at the end of Deep Cove on Town property, was placed there after a great deal of discussion with affected area residents, as part of the new trash contract in which the old private dumpster was removed and the new ones were installed. When we met with Bonnie Lewis, there was discussion of a fence and we decided to try it without the fence first, because the trash company and I both felt that the fence would result in difficulty in both trash pick-up and residential disposal.

If the fence was installed, it would require a great deal of upkeep from the property owners, including snow removal and access to the dumpsters would need to be available to residents at all times. If you were to go to a common trash pick-up point with personal pails, there is typically more clean up involved. When the dumpsters were installed, we had calculated the possibility of other residents of Deep Cove using them and I think the increased volume from this week is from Deep Cove, being that we did not pick-up trash there due to the holiday this past Monday. I have been monitoring the trash level this past week, calling the Town Manager several times daily (including during his vacation) and we had Pine Tree Waste empty the dumpsters on Monday. We have tried to be extremely responsive and stay on top of this situation.

In closing, we will continue to try and make the best of the situation until a final resolution is made.

Nathan White  
Public Works Director

7/7/11 from Don Willard:

Good afternoon Ms. Hass,

I have forwarded your email once again as you instructed. Public Works Director, Nathan White has recently sent an email outlining the decision making process that led to the installation of the containers and also helps to explain the situation that occurred around/over the holiday period. We will continue to dump the Deep Cove MSW container as necessary, gauge citizen interest in implementing a change



to individual barrels at a common site and make a decision soon. I do not anticipate the costs of enhanced service for a short period of time this summer to warrant a return to the former service plan. That plan is also not an option any longer with our current provider due to inadequate roads/turnarounds etc.

I am very aware of the current and past site/container conditions having visited the area several times and finding essentially no concerns on all but one visit. Along that line the current partially full container (at 11:00 am today) will be picked up again tomorrow to help ensure that it does not overflow by this weekend and before the next scheduled pickup on Monday..

Don Willard  
Town Manager  
401 Webbs Mills Road  
Raymond, ME 04071  
207.655.4742  
207.650.9001  
207.655.3024 (fax)

On 7/7/2011 9:29 AM, [chaas1@maine.rr.com](mailto:chaas1@maine.rr.com) wrote:

Don,

When we spoke yesterday, you identified the overflowing dumpster as a 4th of July incident. And I would have guessed the same thing. Within hours of that conversation, I found the dumpster stuffed and overflowing again (7/6). As I stated, that occurred within 24 hours of the point in time that you mentioned your staff emptied it. This is data a Town Manager trying to solve a problem needs.

My email of yesterday identifies the problems and facts related to the trash problem @ the end of Deep Cove as I witness them. There is additional reflection on your comments about majority vote and my caution to you that there was no vote involved in the placing of the dumpsters, and none needed for its removal.

As I told you yesterday, they can go and I will bring my barrel down to that spot. If the dumpsters stay, I will expect the town to maintain them in a manner consistent with the public welfare, hygiene, and residential character of the neighborhood. At the present time, they are an eyesore, highly smelly, causing littering and spill over, reducing the neighborhood's privacy, increasing traffic on the road. And twice in one week, I have not been able to dispose of my household's garbage, so there is no convenience to me and I am without adequate town service for trash.

My point is that if the solution to taking us off the trash route has caused unintended problems, and INCREASES the EXPENSES and TIME required of the town to remove the trash from nine households, some of them often vacant, then the town is responsible to make assessment and change. The original measure was to save the town money. I support that in this economy even if it's me that loses service. However, then there better be real money saved and the Town able to demonstrate that. You and I discussed infrastructure costs at length last summer, and that's among my concerns in yesterday's email.

The neighborhood never agreed or had input on becoming a town wide trash and recycling site. In fact, we were told the substitution being put in place for the trash route was for our exclusive use as a result of being removed from the route. It is a situation/question to address now.

If you perceived my email of yesterday as critical of you or your staff, that is unfortunate. I do not feel critical of any of you.

I do believe that I am reasonable in bringing my concerns to your and the Selectmen's attention, and my intentions are to facilitate a speedy resolution to a situation that is destructive to a beloved neighborhood that is ordinarily quiet and peaceful.

Please forward this email to everyone you forwarded my email of yesterday. Thanks for your assistance. I will set up an appointment when I know my family's schedule next week.

Catherine Haas

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

Good morning Ms Hass,

I have forwarded your email to the Board of Selectmen, town staff, volunteers and contractor Pine Tree Waste. Several points in your communication are of concern me. First is the tone, which is inconsistent with our telephone conversation yesterday afternoon during which I discussed a path toward possible change. In my view Raymond town staff have been highly responsive to the two (now three) individual citizen concerns received (Wilson-Thomas) and have put considerable effort into managing/monitoring the situation and have not until quite recently found any conditions that would warrant considering a change. To unilaterally remove the containers could result in an adverse reaction from the residents in the area that do find them convenient. As you know the town placed these containers as a convenience to the area residents that objected to the inconvenience of having to handle individual containers as is the case in other areas of town.

It had been my impression that Ms. Thomas, based upon her written and verbal communications (mostly with the Public Works Department) was in contact your neighbors to help provide us with a sense of the level of desire/acceptance of a possible shared new direction. Since that is apparently not happening I will see that town staff makes these contacts, so we can ascertain if removing the containers immediately is the preferred option.

I expect that a staff decision to remove the containers or not can be made within a week or less. In the meantime we will continue to monitor the use of the containers and empty them as necessary as has been the

case since Ms Thomas first brought her concerns to our attention.

I am available to meet with you if you wish to discuss this all in more detail.

Don Willard  
Town Manager  
401 Webbs Mills Road  
Raymond, ME 04071  
207.655.4742  
207.650.9001  
207.655.3024 (fax)

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

**Subject:** Re: Fwd: Re: garbage at the end of Deep Cove Road

**Date:** Thu, 7 Jul 2011 13:41:41 -0400

**From:** <[chaas1@maine.rr.com](mailto:chaas1@maine.rr.com)>

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

**CC:** [nathan.white@raymondmaine.org](mailto:nathan.white@raymondmaine.org)

thank you for this info.

There is some confusion: The households on the private end of Deep Cove have not had a private dumpster (not in last 40 years).

Our household was not contacted as "an affected area resident". We were not included in any meetings, nor were we ever presented with options or invited to give an opinion on how to address being taken off the trash route. We simply received written notice that we were no longer on the route.

Had I been asked, I would have opposed the dumpsters and opposed the proposition that our dead end be used as a trash/recycling site for the entire town of Raymond to use at will.

What are the Town's criteria for these sites and the process by which they are chosen?

Mr. White, please be aware that the dumpster was filled to over capacity again yesterday afternoon (july 6).

Our home has been occupied 4 days in the last 6 weeks. We have been unable to dispose of two kitchen size trash bags of garbage at the dumpster, once on 7/4 and once on 7/6. In both instances, the area was smelly, littered and overflowing in a manner entirely inappropriate for the private, residential character of the neighborhood. On both days, we would have had to leave our bags on the ground outside of the dumpster. No responsible resident wants to do that.

I explained to Don W. that in May when I came out to turn on the water, I saw construction debris hanging out of the dumpster- material that should not be there in the first place.

I do not think that huge, exposed dumpsters in a isolated place are a good idea. They are not a good idea in the center of a quiet residential-on the lake community.

Please understand that I am not criticizing you, Don, or any member of the town staff. The set up is the problem. Not the people trying to deal with it. It's a

well intended intervention that has many negative consequences, some more serious than the original problem. And I have concerns about the process in which decisions were made and how it's handled now.

Thanks for your assistance. I plan on meeting w/ Don W. next week and if you are available too, that could be helpful.  
Catherine Haas

7/8/11 from Penny Thomas:  
Good Morning Mr. White:

The current problems with greatly increased amounts of trash being left at the dumpsters started several weeks ago when large, rather garish signs were placed on the dumpsters (which we had been told were for the sole use of the nine houses involved), saying that the dumpsters were for the use of any Raymond resident who wanted to use them. This was in direct opposition to what you had told us last year. As you must know, if any Raymond resident can use those dumpsters, anyone from **any** town can use them! We tried to monitor the amount of trash being brought down the road, but the town undermined our efforts with those signs. A sign from the town saying that the dumpsters are for the use of the nine houses involved would go far in correcting the problem. Thank you.

7/8/11 from Don Willard:  
Good morning Ms. Thomas,

The signs were placed on the containers to identify that one is for MSW and the other for recyclables. We have used the same sign in other areas of town and have obtained good results in educating users of the difference between the containers with a goal of reducing the contamination of recyclables.

Prior to the placement of the signs contamination at this site was an ongoing problem.

7/9/11 from Penny Thomas:  
Good Morning Mr. Willard:

No one feels more strongly about recycling than I do, although I don't believe the signs you have posted have accomplished their goal in the dumpsters near our home. There are vast numbers of bags of mixed garbage in those dumpsters.

However, the facts remain:

In 2010 the nine residents of the private roads at the end of Deep Cove Road had their garbage pickup canceled. At that time we were clearly told that the dumpsters that had been installed were for the use of those nine properties **only** to make up for the trash pickup we would not be getting.

In 2011 the following signs were put on the dumpsters, effectively inviting the public to use them. At the same time residents of Raymond who try to take their trash to the fire station dumpster are being told that it is not for the use of the public. So we have public dumpsters in an area of private homes

and a private dumpster on public land? After our Raymond public officials had told us the exact opposite last year? Please explain this to me.

Penny Thomas

7/14/11 From Don Willard:  
Good morning,

After careful consideration, an affected user preference survey and daily condition monitoring, I have decided to retain the Deep Cove MSW and Recycling collection containers for now. The town will however remove the current signage on the units and replace it with more concise signage identifying the purpose of each container along the lines of "Recyclables Only" and "Household Trash Only". This change will be done as soon as possible after the new signs are made.

If conditions at the containers reach unacceptable levels at any time, please contact Public Works Director Nathan White at 653-3641 (cell) and any issues will be addressed promptly.

Don Willard

7/14/11 from Bonnie Lewis:  
Thank you, Don for your action on this. Much appreciated, Bonnie

7/14/11 from Phil Hammett:  
Do we still have the sign from the OCC dumpsters that states that these units are under surveillance? That worked wonders in that case, even though the camera never went up. In this case the surveillance could be considered anyone that is keeping an eye on the place. I think the OCC sign also stated that misuse would be considered littering (+ fine \$), which would be another option to add to the signage.  
~Phil

7/14/11 from Don Willard:  
Good suggestion Phil....I will have Nathan look into the whereabouts of that signage.

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

**Subject:** Re: Deep Cove Rd. trash problem

**Date:** Thu, 14 Jul 2011 18:27:49 -0400

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

Penny Thomas <[penthom@verizon.net](mailto:penthom@verizon.net)>, Nathan White

**To:** <[Nathan.White@raymondmaine.org](mailto:Nathan.White@raymondmaine.org)>, Denis Morse <[Morse@maine.rr.com](mailto:Morse@maine.rr.com)>, Bruce Tupper <[bruce.tupper@raymondmaine.org](mailto:bruce.tupper@raymondmaine.org)>

Good evening Ms. Thomas,

It has always been public and any misunderstandings on that point have now been addressed at the staff level. That said we do hope tax payers will use curbside pick up or their local area container as is the case

with you and your neighbors as we do not provide enough container capacity to support a duplicate collection program.

Don Willard  
Town Manager  
401 Webbs Mills Road  
Raymond, ME 04071  
207.655.4742  
207.650.9001  
207.655.3024 (fax)

On 7/14/2011 4:56 PM, Penny Thomas wrote:

> Good afternoon Mr. Willard:

>

> Does that mean that the fire station dumpster, which is also paid for  
> with tax payer money is also now public?

>

> Thank you.

>

> Penny Thomas

>

> -----Original Message----- From: Don Willard

> Sent: Thursday, July 14, 2011 12:30 PM

> To: Penny Thomas ; Lonnie Taylor ; Charles Leavitt ; Mike Reynolds ;

> Joe Bruno ; Samuel Gifford ; Nathan White

> Subject: Re: Deep Cove Rd. trash problem

>

> Good afternoon Ms. Thomas,

>

> They are paid for with Raymond tax payer money so they are public,  
> although the change in signage is designed to downplay that aspect. I  
> hope this information is helpful.

>

> Don Willard

> Town Manager

> 401 Webbs Mills Road

> Raymond, ME 04071

> 207.655.4742

> 207.650.9001

> 207.655.3024 (fax)

>

>

> On 7/14/2011 11:25 AM, Penny Thomas wrote:

>> Good morning:

>>

>> The question remains: Are these dumpsters for the sole use of the

>> nine residences affected , or are they public?

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

**Subject:** Re: garbage at the end of Deep Cove Road

**Date:** Mon, 8 Aug 2011 17:53:20 -0400

**From:** Nate White <[gusdog@maine.rr.com](mailto:gusdog@maine.rr.com)>

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

Don

I checked the Deep Cove dumpsters around 6am this morning and at that time they were less than 3/4's full and

the recycling dumpster was almost full, but had some trash in it. I think what you see in this picture is the trash from the recycling dumpster that was put in the MSW dumpster by Pine Tree Waste workers when they first picked up the recycling. This also happened at the Fire Station last week and neither dumpster was in this condition for very long at all. As for Saturday and Sunday the Deep Cove MSW dumpster had only 6 bags on Sat and maybe a little over 1/2 full on Sunday around 3pm. If you look to the right side of the photo you can see the back wall of the dumpster indicating a considerable amount of available room.

Would you like me to take a photo on each of my visits?

Nathan

8/9/11 from Penny Thomas:

Excellent idea! If Mr. White could monitor the dumpsters on Sunday afternoons or evenings when many of us are most apt to have guests and the dumpster is often overflowing, the whole neighborhood would appreciate it. No one has complained about the first five days of the week, and there is usually no problem on Saturday. The steady stream of garbage traffic comes on Sunday, usually after noon.

I have a question with his statement that he saw room at the **back** of the dumpster. Are we now being told that our only alternative to having an overflowing dumpster within yards of our house is to regularly handle public garbage ourselves? Once was enough. How does he plan to educate the public to push the garbage to the back of that dumpster in order to be able to close the lid? Wouldn't it just be easier to empty it more often?

Thank you for your consideration.

Penny Thomas

8/9/11 from Don Willard:

Good morning Ms. Thomas,

We will photo document PWD inspection visits from now on as we do not see the situation at the container in the same way you do. With respect to your other requests, I will consult with the Chair of the BOS and get back in touch with you. In my view at some point the town staff will need to take a reasonable approach to your ongoing concerns, while still being responsive should a real crisis ever exist..

Don Willard

8/11/11 from Penny Thomas:

Mr. Willard:

Thanks for setting up a meeting for us with the Selectmen on September 13. However, we don't want to take their time unless there is a reasonable possibility of their taking some action to correct the problem. It is my understanding that the Selectmen have seen the numerous pictures of overflowing garbage at the dumpsters near our house. They have seen my emails. I presume they also know of your meetings with Walter Haas's daughter and of the letters from Elizabeth Wilson, both of whom are strongly opposed to having those dumpsters so close to their homes. What else can I tell them?

I have great respect for the needs of our year-round neighbors who would like the convenience of a nearby dumpster. We thought last summer we had reached a compromise that worked for everyone. I have to believe that when Nathan White told Bonnie Lewis and me last summer that the dumpsters were for the sole use of the nine houses involved, he thought he was telling the truth. It is unfortunate for all of us that somewhere along the line—without any notice to the residents involved—a decision was made to make those dumpsters public. Now we are suffering the consequences of that decision.

We believe the dumpster problem would be at least reduced in magnitude by the Town's placing a sign beside the dumpsters to the effect that they are for the exclusive use of our nine households in lieu of the curbside pickup which all Raymond residents support with their taxes. We've been working under the assumption that you might help us with that, but if it takes the Selectmen to authorize that sign or come up with a better solution, we will be happy to meet with them. Thank you for your help.

Penny Thomas



Hello Don and Nancy,

Thank you both for taking time from your very busy schedules to meet with me Tuesday morning to discuss the Town of Raymond's investments that are advised by Maine Securities Corporation.

Attached is a copy of a 10-year Comparison Chart illustration, that we discussed yesterday. I believe this would be helpful for you to share with the Selectmen. This is a hypothetical illustration based upon hypothetical \$100,000 investments into each of several investments. Three of these investments are mutual funds that the Town owns in its account with us. The others are benchmarks for comparison. Even though this is an illustration, the three American Funds in the illustration are the same three funds that the Town owns. So the results are actual in the Town's case, and they are net of all fees, excepting the trustee fees paid to Androscoggin Bank.

With funds such as cemetery trust funds and scholarship funds, we need to take long term approaches in order to assure that the funds are not just reasonably secure, but also so that they maintain their purchasing power over the years. That is not easy because guaranteed investments usually fail to maintain their purchasing power. The non-guaranteed investments such as stocks/equities are the investments that have, historically, helped build and protect the purchasing power of these accounts over time. But, there are no guarantees that this will happen.

When we look back over events of the past decade, we began the decade amidst the remnants of a bursting bubble from an overheated 1990s dot.com bubble, then came a stock market panic after 9/11, wars on multiple continents, record high energy prices, the highest and longest lasting unemployment figures in a generation, record budget deficits, the failure of several of the world's biggest and most trusted bank, brokerage firms, and insurance companies, bankruptcy of two of America's three largest automaker, one of the worst stock markets on record in 2008, and considerably lower stock prices still since this past April. Knowing all of that ten years ago, might have swayed investors to sit on the sidelines with guaranteed investments. And, yet throughout this time, the guaranteed investments (3-month Treasury bills) performed the poorest and failed to keep pace with inflation. Among popular investment choices, stocks and bonds, although not exemplary, they once again led the way.

What I would like to do next Tuesday is to share and expand upon this information with

the Selectmen, provide some background on American Funds—the organization that manages the Town's mutual fund investments, share some thoughts with all of you on our thoughts on how assets might be positioned going forward, and also try to answer questions. Mindful of just how busy the agenda is apt to be for our Selectmen that evening, I will plan on approximately ten minutes of presentation and leave an additional ten minutes for Q&A. Please understand that I am, of course, more than willing to extend that for as long as requested. I don't want to crowd out other agenda items. And, I'm also willing to return at another time for a full workshop on the topic, should that be of interest.

One question that I have for the Selectmen and for them to be thinking about...what is the anticipated draw down for this account. Most organizations seek to draw down 4.0-4.5% of their accounts annually, whether that be to determine the cemetery expenses, scholarships, or simply to supplement the particular fund's other income. My understanding is that much of the needs have been financed through new contributions—and not from adding to those accounts and drawing down at a steady rate. While investment results cannot be guaranteed, the 4.0-4.5% drawdown figure is generally accepted as a sustainable withdrawal rate over time. It, hopefully, allows the fund to contribute towards its purpose and still allow capital to grow a little. Life doesn't always work that way, though. As you can see in the accompanying illustration, the leading stock market indices failed to deliver those returns over the past decade, and the town—like most organizations across America-- would have eaten into its capital over that time period had it taken this traditional approach. The good news is that the Town's portfolio was diversified among many investments over this time: equities, money market funds, and both a growth and income fund as well as a bond fund. Over these most recent ten years, the Town's equity fund beat the popular S&P 500, but not the Dow Jones Industrials. However, both the Town's bond fund and its growth and income fund beat both of these popular stock market indices and would have supported.

While stock, bond, and mutual fund prices are not guaranteed, they are really about the best hope we have for maintaining and growing the purchasing power of the Town's investment accounts. With the American Funds, we have a money management organization whose origins date to the days of the Great Depression. They've managed money through every single stock market cycle throughout all of our lives. American Funds, is a division of the Capital Group, which is one of the World's largest money management companies. The portfolio managers who manage each of the Town's mutual funds all have exceptionally long tenure with the organization. That tenure is important for many reasons, not the least of which is the comfort in knowing that many of the people who are responsible for a fund's prior performance are still managing these funds

today. Prior results might not necessarily be indicative of future performance. Successful experience, though, is how much of the world tends to measure success in the investments markets.

On to another topic... Maine Securities Corporation and I would enjoy working with you to try to raise awareness of the need for building up the town's scholarship accounts. Like you, I am a big believer in the need to help students who try hard and who might not otherwise have the financial resources to afford advanced education after high school. I have good friends at both the Mitchell Institute (who administer the George Mitchell Scholarships) and also with the Alford Scholarships. I would be happy to introduce you to either or both. I believe both would be excellent resources in the quest. And, I would be honored to work with you and the Selectmen to help put together a team of community citizens that could help set a scholarship fund goal, to create a plan to reach it, and to help raise the funds. Please let me know if you would like my help.

Thank you again Nancy and Don for your time Tuesday. You were both particularly accommodating to meet with me prior to official town hours. Thank you. I look forward to see you both along with our Selectmen next Tuesday evening, September 13.

Blessings,

Brad

Bradley C. McCurtain

Maine Securities Corporation

15 Monument Square

Portland, ME 04101-4023

207.775.0800

207.775.0099 (fax)

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

[brad@mainesec.com](mailto:brad@mainesec.com)

*For where your treasure is, there also shall be your heart...*



The right choice for the long term®  
Hypothetical Illustration

---

Washington Mutual Investors Fund A  
S&P 500 with Monthly Dividends  
The Income Fund of America A  
The Bond Fund of America A  
DJIA with Monthly Dividends  
T-BILL - 3 MONTH YIELD  
THOMSON US: GENL BD - SHORT & INT - MF

Prepared for Town of Raymond

---

Prepared by Bradley C. McCurtain

---

Maine Securities Corporation

---

15 Monument Sq

---

Portland, ME 04101-4023

---

207-775-0800

---

This report is not complete unless all pages, as noted below, are included. Please read the information in the 'Important Disclosures' found at the beginning of this report.

---

### Important Disclosures

Figures shown are past results and are not predictive of results in the future. Current and future results may be lower or higher than those shown. Share prices and returns will vary, so you may lose money. Investing for short periods makes losses more likely. Investments are not FDIC-insured, nor are they deposits of or guaranteed by a bank or any other entity, so they may lose value. For more current information and month-end results, visit [americanfunds.com](http://americanfunds.com).

Regular investing does not ensure a profit or protect against loss. Investors should consider their willingness to keep investing when share prices are declining. Indexes are unmanaged and returns do not reflect sales charges, commissions or expenses. There have been periods when the fund has lagged the index. While it is not possible to invest directly in an index, you can invest in an index fund.

This illustration must be preceded or accompanied by the fund's current summary prospectus or prospectus, which details charges, expenses, investment objectives and operating policies. The American Funds are distributed by American Funds Distributors, Inc.

Investment results assume all distributions are reinvested and reflect applicable fees and expenses. Expense ratios are for the fund's most recent fiscal year-end. Expense ratios for Class R-6 shares are estimated or annualized based on data for a partial year/as of the fund's most recent fiscal year-end. From September 1, 2004, through December 31, 2008, the investment adviser to the American Funds and the business manager for The Tax-Exempt Fund of Maryland, The Tax-Exempt Fund of Virginia and Washington Mutual Investors Fund waived a portion of their management fees. The investment adviser has also reimbursed expenses for some funds and share classes. These reimbursements may be adjusted or discontinued by the investment adviser, subject to any restrictions in the fund's prospectus. Investment results reflect the waiver and/or reimbursements, without which they would have been lower. Please see each fund's most recent shareholder report or prospectus for details.

#### Standardized Average Annual Total Returns for Quarter Ended 6/30/2011

Returns for periods of less than one year are not annualized

Security Name	Inception Date	Max. Initial Sales Charge/CDSC	1 Year	5 Years	10 Years	Since Inception
DJIA with Monthly Dividends	12/31/1927	0.00% Redem	30.35%	4.95%	4.22%	9.47%
S&P 500 with Monthly Dividends	12/31/1927	0.00% Redem	30.68%	2.95%	2.72%	9.55%
T-Bill - 3 Month Yield	12/31/1933	N/A	0.10%	1.63%	1.89%	3.72%
The Bond Fund of America A	5/28/1974	3.75% Front	0.87%	3.10%	4.47%	8.27%
The Income Fund of America A	12/1/1973	5.75% Front	16.14%	3.00%	5.68%	11.25%
Thomson US: Genl Bd - Short & Int - MF	11/30/1976	N/A	7.62%	5.29%	4.76%	7.03%
Washington Mutual Investors Fund A	7/31/1952	5.75% Front	23.92%	1.41%	3.14%	11.70%

#### Gross Charges and Expenses

Fund Name	Sales Charge	Max CDSC	Max Redem Fee	Management Fee	Distribution (12b-1) Fee	Other Expenses	Total Gross Operating Expense
DJIA with Monthly Dividends	0.00%	0.00%	0.00%	-	N/A	-	-

Fund Name	Sales Charge	Max CDSC	Max Redem Fee	Management Fee	Distribution (12b-1) Fee	Other Expenses	Total Gross Operating Expense
S&P 500 with Monthly Dividends	0.00%	0.00%	0.00%	-	N/A	-	-
The Bond Fund of America A	3.75%	1.00%	0.00%	0.21%	0.24%	0.14%	0.59%
The Income Fund of America A	5.75%	1.00%	0.00%	0.26%	0.24%	0.11%	0.61%
Washington Mutual Investors Fund A	5.75%	1.00%	0.00%	0.25%	0.24%	0.14%	0.63%

The fund does not assess redemption fees. However, shareholders redeeming shares may be subject to the fund's Purchase Blocking Policy as described in the prospectus.

The illustration included herein does not reflect the effects of taxes in some or all of the investments.

If the results shown on the following pages do not reflect deduction of an initial sales charge (i.e. they are at net asset value), please note that they would have been lower if the sales charge had been deducted.

Class A shares for equity funds are subject to an up-front maximum sales charge of 5.75% that declines for accounts and aggregated investments of \$25,000 or more. Class A shares for bond funds are subject to an up-front maximum sales charge of 3.75% (2.5% for Intermediate Bond Fund of America, Short-Term Bond Fund of America and Limited Term Tax-Exempt Bond Fund of America) that declines for accounts and aggregated investments of \$100,000 or more (\$500,000 or more for Intermediate Bond Fund of America, Short-Term Bond Fund of America and Limited Term Tax-Exempt Bond Fund of America). There is no initial sales charge on purchases of \$1 million or more. A 1% contingent deferred sales charge (CDSC) may be assessed if a redemption occurs within one year of purchase. Results on the following pages reflect deduction of the CDSC if the investment is \$1 million or more and a withdrawal is selected within one year of purchase. Illustrations run after January 26, 2009 use data and calculations provided by Lipper; therefore, results may differ from previous illustrations.

The return of principal for bond funds and for funds with significant underlying bond holdings is not guaranteed. Fund shares are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings.

Investing outside the United States involves additional risks, such as currency fluctuations, periods of illiquidity and price volatility, as more fully described in the prospectus. These risks may be heightened in connection with investments in developing countries.

Higher yielding, higher risk bonds can fluctuate in price more than investment-grade bonds, so investors should maintain a long-term perspective.

- The A/529A share 1, 5, and 10-year return for each fund is based on the MOP value.
- The "Average annual return on the investment" is based on the initial investment and the breakpoint chosen.
- Cumulative Volume Discount Reflected Where Applicable in This Illustration.
- NOTE: Systematic Accumulation Plans cannot assure a profit or protect against loss in declining markets.

Keep in mind that indices are unmanaged and their results do not reflect sales charges, commissions or expenses. Additionally, they should only be used for general comparisons over meaningful time frames.

An average reflecting the annualized monthly yield on all actively traded T-Bills maturing in 90 days quoted on a discounted basis in the secondary market. The 3-Month Treasury Bill is guaranteed by the U.S. Government as to payment of principal and interest, yet involves risk of principal loss if sold prior to maturity.

Thomson US: General Bond - Short & Interim - MF is an equal weighted index of mutual funds within the stated investment category. Funds in this category seek income by investing in corporate debt, government debt and preferred securities with an average maturity under 10 years or an average duration under 6 years. The funds represented by this index involve investment risks which may include the loss of principal invested. This index represents the component funds at closing net asset value and includes all annual asset-based fees and expenses charged to those funds, including management and 12b-1 fees.

Keep in mind that indices are unmanaged and their results do not reflect sales charges, commissions or expenses. Additionally, they should only be used for general comparisons over meaningful time frames.

S&P 500 with Monthly Dividends is an unmanaged market capitalization weighted price index composed of 500 widely held common stocks listed on the New York Stock Exchange, American Stock Exchange and Over-The-Counter market. The value of the index varies with the aggregate value of the common equity of each of the 500 companies. The stocks represented by this index involve investment risks which may include the loss of principal invested.

DJIA with Monthly Dividends is an unmanaged overall price-weighted average return, attained by a diversified group of 30 major industry blue chip companies based in the U.S., whose value accounts for over one-fourth the value of the stocks listed on the New York Stock Exchange. The stocks represented in this index may experience loss of invested principal and are subject to investment risk.

## Comparison Illustration Summary

**Washington Mutual Investors Fund A:** \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

**S&P 500 with Monthly Dividends:** \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

**The Income Fund of America A:** \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

**The Bond Fund of America A:** \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

**DJIA with Monthly Dividends:** \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

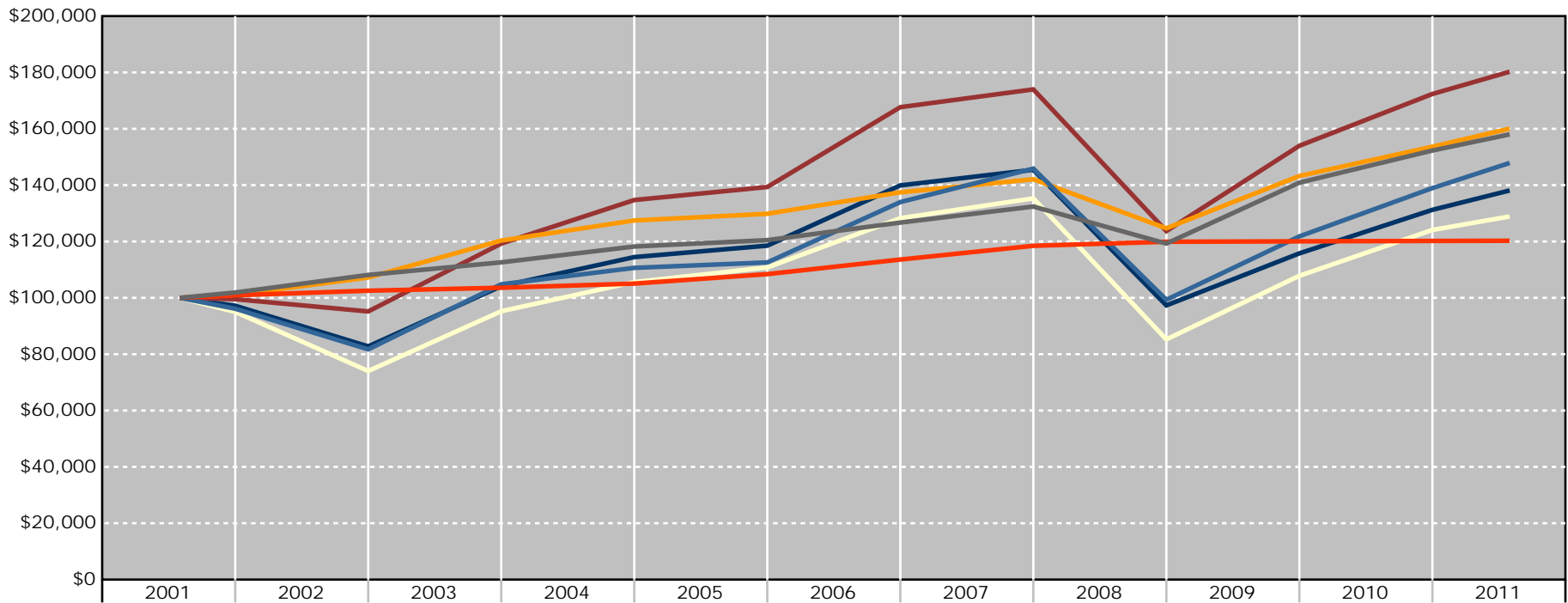
**T-BILL - 3 MONTH YIELD:** \$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.

**THOMSON US: GENL BD - SHORT & INT - MF:** \$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.



Comparison - (8/1/2001 - 7/31/2011)

See the settings on the Comparison Illustration Summary Page preceding this illustration.



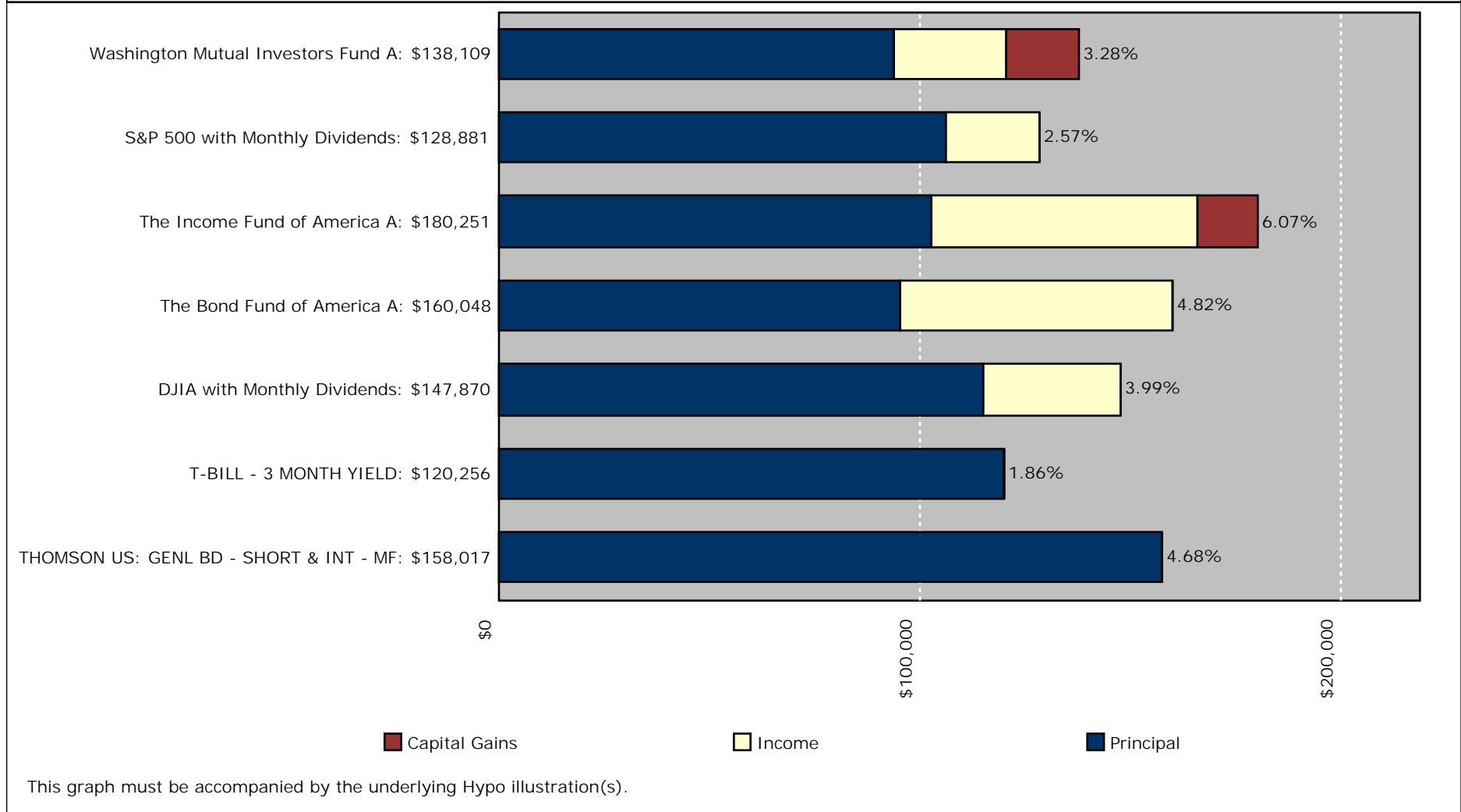
■ Washington Mutual Investors Fund A (Ending value: \$138,109)  
■ The Income Fund of America A (Ending value: \$180,251)  
■ DJIA with Monthly Dividends (Ending value: \$147,870)  
■ THOMSON US: GENL BD - SHORT & INT - MF (Ending value: \$158,017)

■ S&P 500 with Monthly Dividends (Ending value: \$128,881)  
■ The Bond Fund of America A (Ending value: \$160,048)  
■ T-BILL - 3 MONTH YIELD (Ending value: \$120,256)

This graph must be accompanied by the underlying Hypo illustration(s).

Comparison - (8/1/2001 - 7/31/2011)

See the settings on the Comparison Illustration Summary Page preceding this illustration.



## Washington Mutual Investors Fund A

Date	Initial Investment	Initial Sales Charge	Net Amount Invested	Shares Purchased
08/01/2001	\$100,000.00	None	\$100,000	3,330.003

\$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

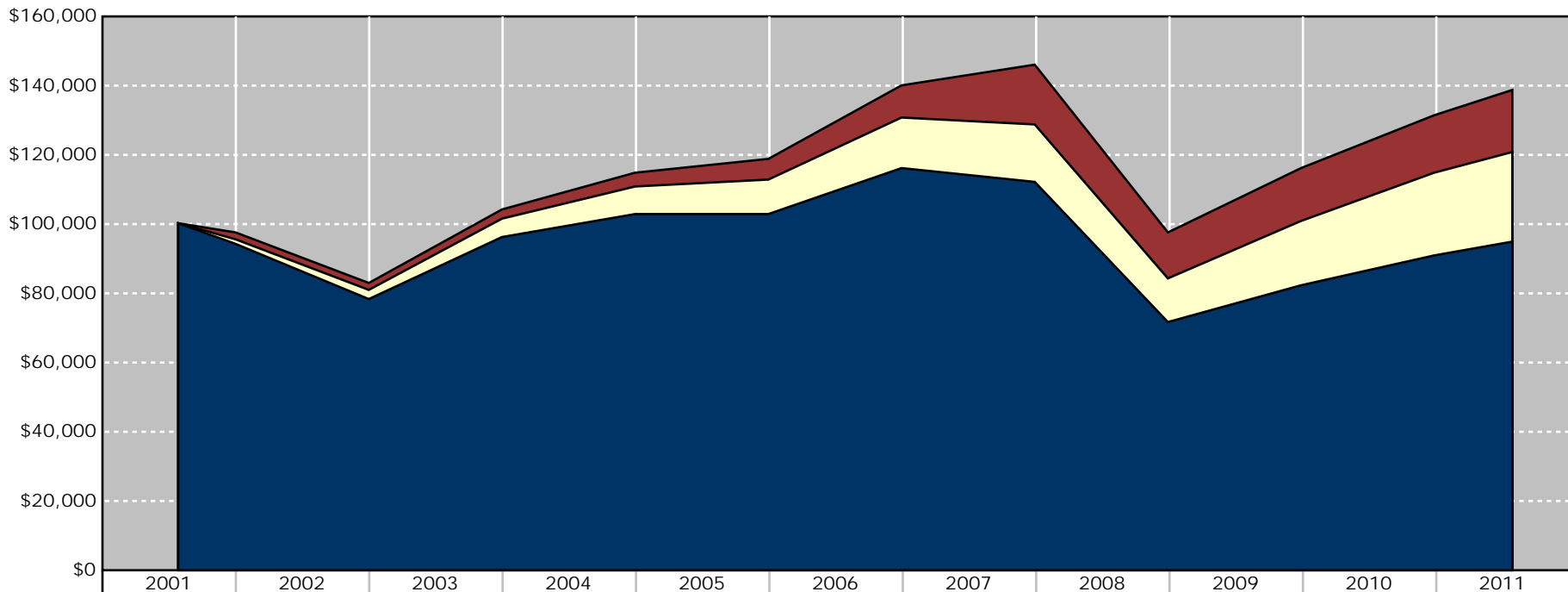
Date	Investment(s)	Dividend Income	Cumulative Dividend Income	Capital Gains	Shares Held	Total Value
12/31/2001	100,000	901	901	2,143	3,440	97,191
12/31/2002	0	1,872	2,773	136	3,520	82,759
12/31/2003	0	1,917	4,690	662	3,618	104,133
12/31/2004	0	2,151	6,841	844	3,719	114,458
12/31/2005	0	2,248	9,089	1,622	3,843	118,520
12/31/2006	0	2,517	11,605	3,257	4,013	139,906
12/31/2007	0	2,870	14,476	7,899	4,325	145,461
12/31/2008	0	3,142	17,618	2,180	4,545	97,310
12/31/2009	0	3,248	20,866	0	4,699	115,784
12/31/2010	0	3,180	24,046	0	4,823	131,233
07/31/2011	0	1,499	25,545	0	4,877	138,109
<b>Total</b>	<b>100,000</b>	<b>25,545</b>	<b>25,545</b>	<b>18,741</b>	<b>4,877</b>	<b>138,109</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 3.28%

8/1/2001 - 7/31/2011

Total Ending Amount: \$138,109

Washington Mutual Investors Fund A : \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.



- From Capital Gains (Ending value: \$17,439)
- From Income (Ending value: \$26,364)
- From Principal (Ending value: \$94,306)

This graph must be accompanied by the underlying Hypo illustration(s).

**S&P 500 with Monthly Dividends**

Date	Initial Investment	Initial Sales Charge	Net Amount Invested	Shares Purchased
08/01/2001	\$100,000.00	None	\$100,000	82.242

\$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

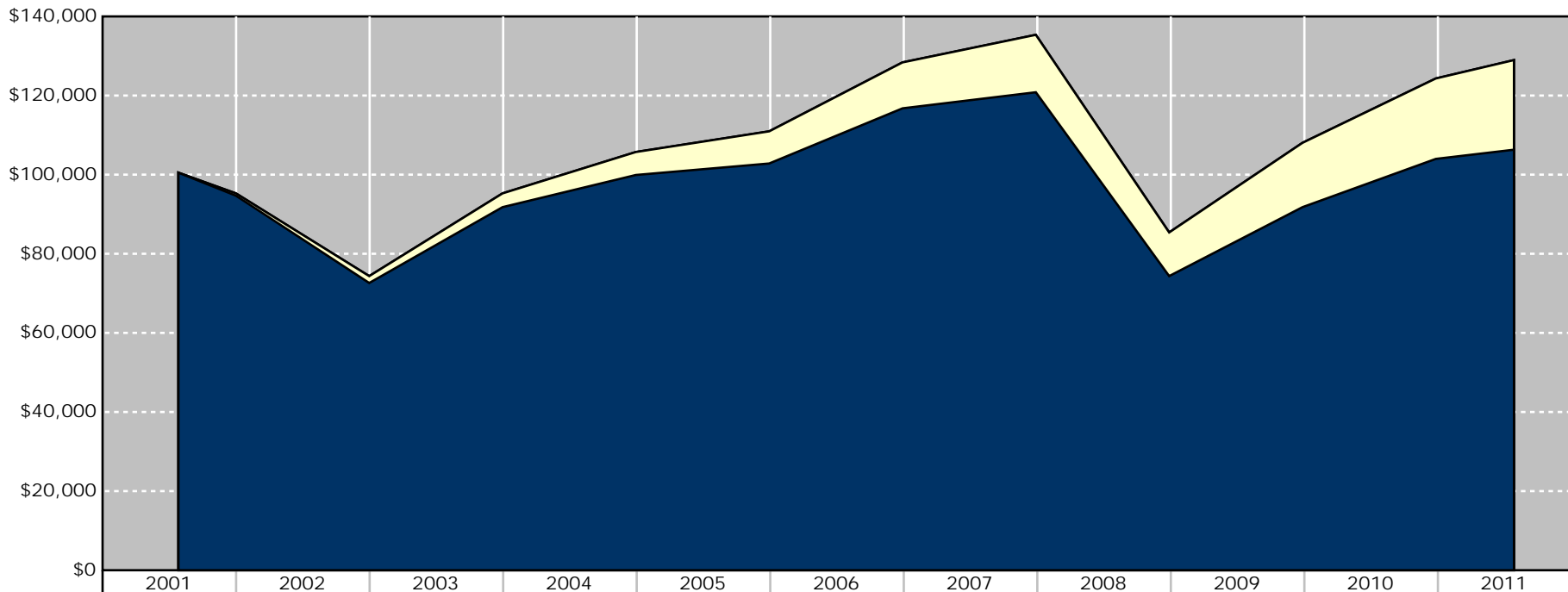
Date	Investment(s)	Dividend Income	Cumulative Dividend Income	Shares Held	Total Value
12/31/2001	100,000	576	576	83	95,016
12/31/2002	0	1,340	1,916	84	74,024
12/31/2003	0	1,475	3,392	86	95,245
12/31/2004	0	1,679	5,070	87	105,602
12/31/2005	0	1,952	7,022	89	110,784
12/31/2006	0	2,228	9,250	90	128,267
12/31/2007	0	2,530	11,779	92	135,308
12/31/2008	0	2,642	14,421	94	85,257
12/31/2009	0	2,140	16,561	97	107,826
12/31/2010	0	2,218	18,780	99	124,092
07/31/2011	0	1,407	20,186	100	128,881
<b>Total</b>	<b>100,000</b>	<b>20,186</b>	<b>20,186</b>	<b>100</b>	<b>128,881</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 2.57%

8/1/2001 - 7/31/2011

Total Ending Amount: \$128,881

S&P 500 with Monthly Dividends : \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.



- From Capital Gains (Ending value: \$0)
- From Income (Ending value: \$22,602)
- From Principal (Ending value: \$106,279)

This graph must be accompanied by the underlying Hypo illustration(s).

## The Income Fund of America A

Date	Initial Investment	Initial Sales Charge	Net Amount Invested	Shares Purchased
08/01/2001	\$100,000.00	None	\$100,000	6,071.645

\$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

Date	Investment(s)	Dividend Income	Cumulative Dividend Income	Capital Gains	Shares Held	Total Value
12/31/2001	100,000	2,444	2,444	959	6,291	99,525
12/31/2002	0	4,967	7,411	137	6,632	95,171
12/31/2003	0	4,731	12,143	0	6,942	119,260
12/31/2004	0	4,629	16,771	956	7,258	134,713
12/31/2005	0	5,253	22,024	2,717	7,694	139,336
12/31/2006	0	7,004	29,028	3,700	8,235	167,671
12/31/2007	0	7,663	36,691	7,233	8,979	174,019
12/31/2008	0	7,543	44,234	0	9,449	123,681
12/31/2009	0	6,665	50,898	0	9,940	153,968
12/31/2010	0	7,563	58,462	0	10,417	172,397
07/31/2011	0	3,454	61,916	0	10,622	180,251
<b>Total</b>	<b>100,000</b>	<b>61,916</b>	<b>61,916</b>	<b>15,702</b>	<b>10,622</b>	<b>180,251</b>

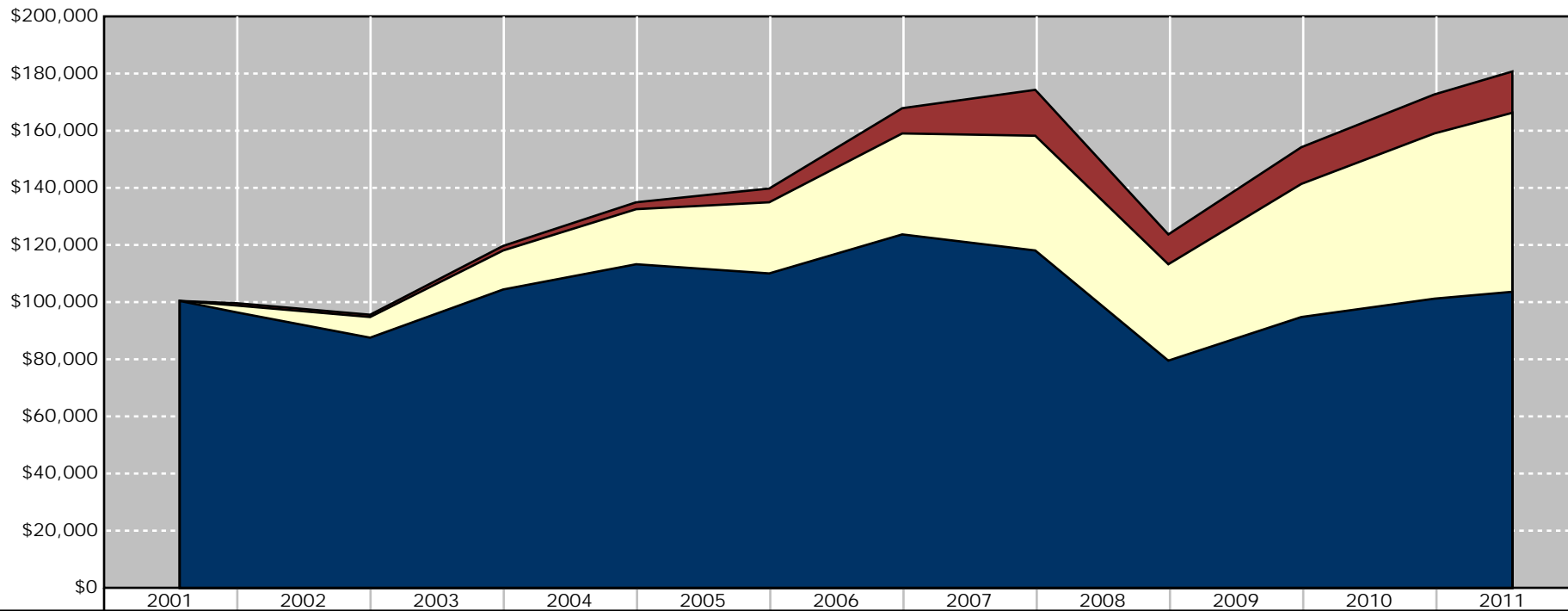
Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 6.07%



8/1/2001 - 7/31/2011

Total Ending Amount: \$180,251

The Income Fund of America A : \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.



- From Capital Gains (Ending value: \$14,035)
- From Income (Ending value: \$63,181)
- From Principal (Ending value: \$103,036)

This graph must be accompanied by the underlying Hypo illustration(s).

## The Bond Fund of America A

Date	Initial Investment	Initial Sales Charge	Net Amount Invested	Shares Purchased
08/01/2001	\$100,000.00	None	\$100,000	7,680.492

\$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

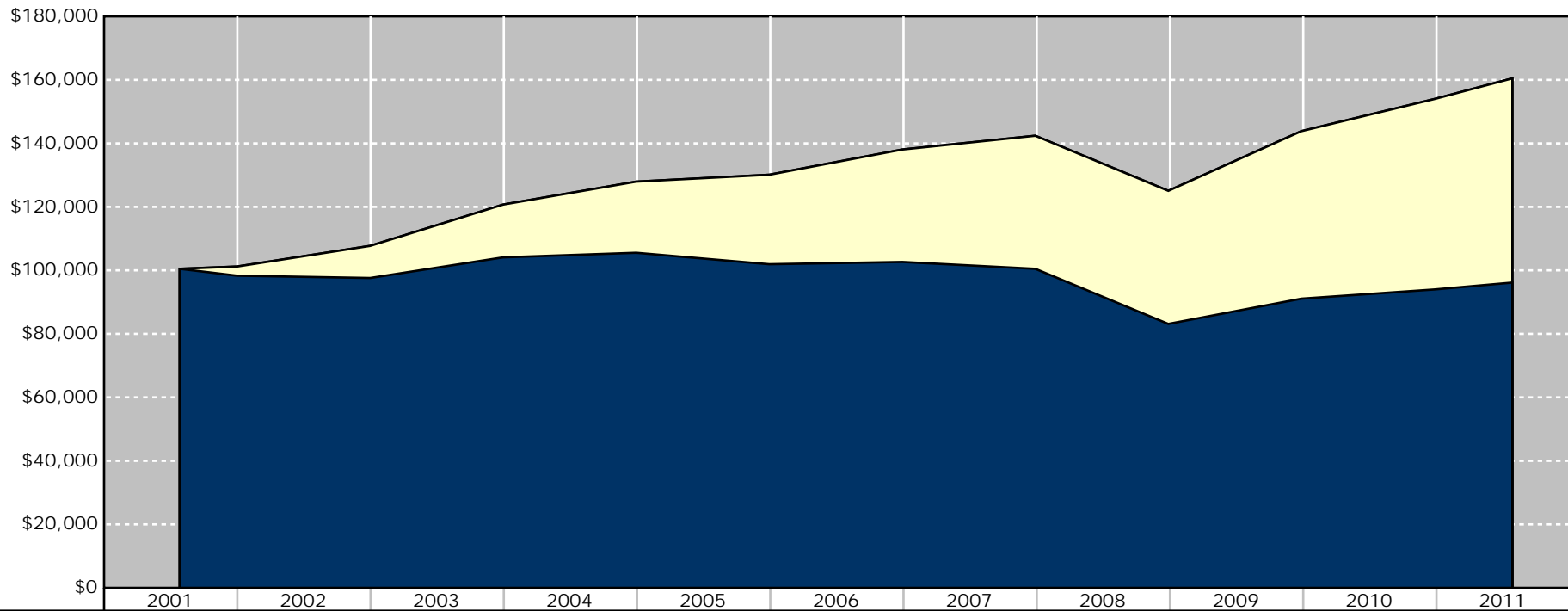
Date	Investment(s)	Dividend Income	Cumulative Dividend Income	Shares Held	Total Value
12/31/2001	100,000	2,848	2,848	7,901	101,050
12/31/2002	0	6,780	9,628	8,442	107,218
12/31/2003	0	6,101	15,729	8,906	120,321
12/31/2004	0	5,819	21,548	9,338	127,457
12/31/2005	0	6,465	28,014	9,820	129,827
12/31/2006	0	6,582	34,596	10,319	137,451
12/31/2007	0	7,412	42,008	10,880	142,087
12/31/2008	0	8,362	50,370	11,587	124,674
12/31/2009	0	6,182	56,552	12,139	143,243
12/31/2010	0	5,714	62,266	12,608	153,686
07/31/2011	0	3,045	65,311	12,855	160,048
<b>Total</b>	<b>100,000</b>	<b>65,311</b>	<b>65,311</b>	<b>12,855</b>	<b>160,048</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 4.82%

8/1/2001 - 7/31/2011

Total Ending Amount: \$160,048

The Bond Fund of America A : \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.



- From Capital Gains (Ending value: \$0)
- From Income (Ending value: \$64,425)
- From Principal (Ending value: \$95,622)

This graph must be accompanied by the underlying Hypo illustration(s).

## DJI A with Monthly Dividends

Date	Initial Investment	Initial Sales Charge	Net Amount Invested	Shares Purchased
08/01/2001	\$100,000.00	None	\$100,000	9.515

\$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.

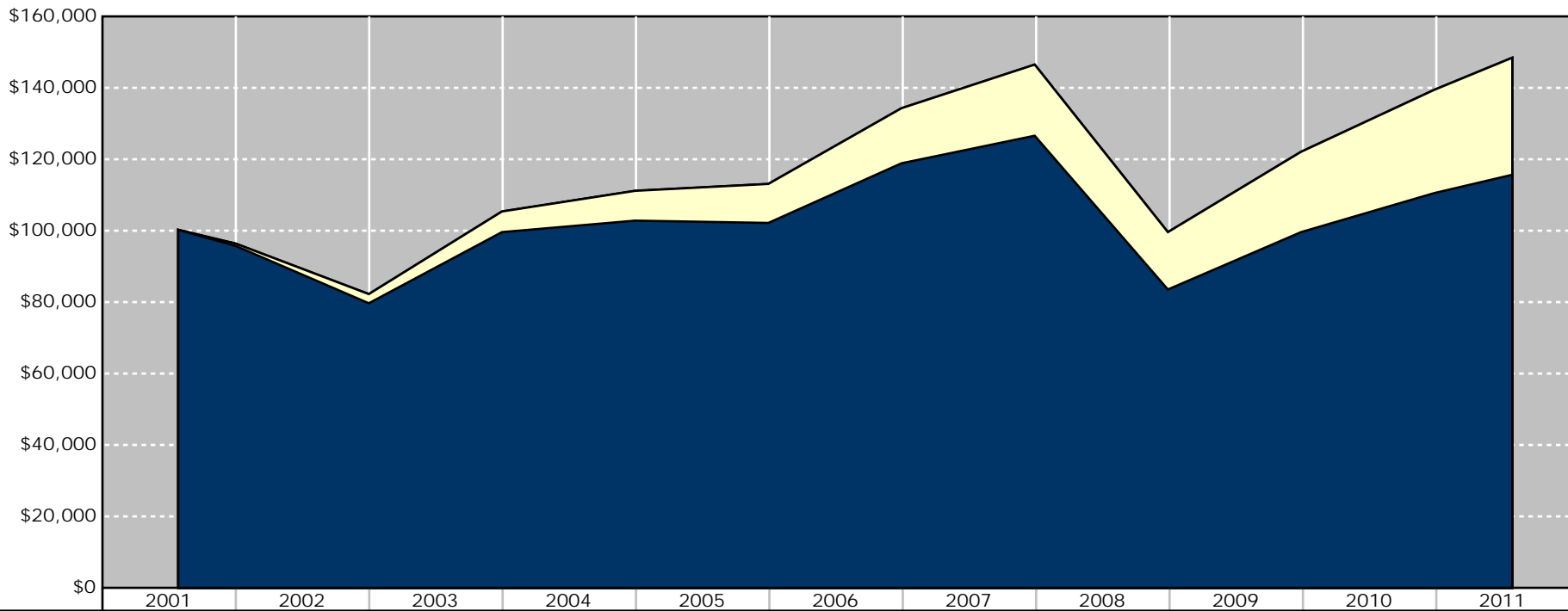
Date	Investment(s)	Dividend Income	Cumulative Dividend Income	Shares Held	Total Value
12/31/2001	100,000	746	746	10	96,137
12/31/2002	0	1,836	2,583	10	81,709
12/31/2003	0	2,075	4,657	10	104,807
12/31/2004	0	2,424	7,082	10	110,637
12/31/2005	0	2,560	9,642	11	112,570
12/31/2006	0	2,843	12,485	11	133,989
12/31/2007	0	3,249	15,734	11	145,871
12/31/2008	0	3,522	19,255	11	99,319
12/31/2009	0	3,188	22,444	12	121,808
12/31/2010	0	3,394	25,837	12	138,947
07/31/2011	0	2,168	28,005	12	147,870
<b>Total</b>	<b>100,000</b>	<b>28,005</b>	<b>28,005</b>	<b>12</b>	<b>147,870</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 3.99%

8/1/2001 - 7/31/2011

Total Ending Amount: \$147,870

DJIA with Monthly Dividends : \$100,000 initial investment on 08/01/2001. Dividends and capital gains are reinvested. The initial investment is not subject to sales charge. The effects of income and capital gains taxes are not demonstrated.



- From Capital Gains (Ending value: \$0)
- From Income (Ending value: \$32,330)
- From Principal (Ending value: \$115,540)

This graph must be accompanied by the underlying Hypo illustration(s).

**T-BILL - 3 MONTH YIELD**

\$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.

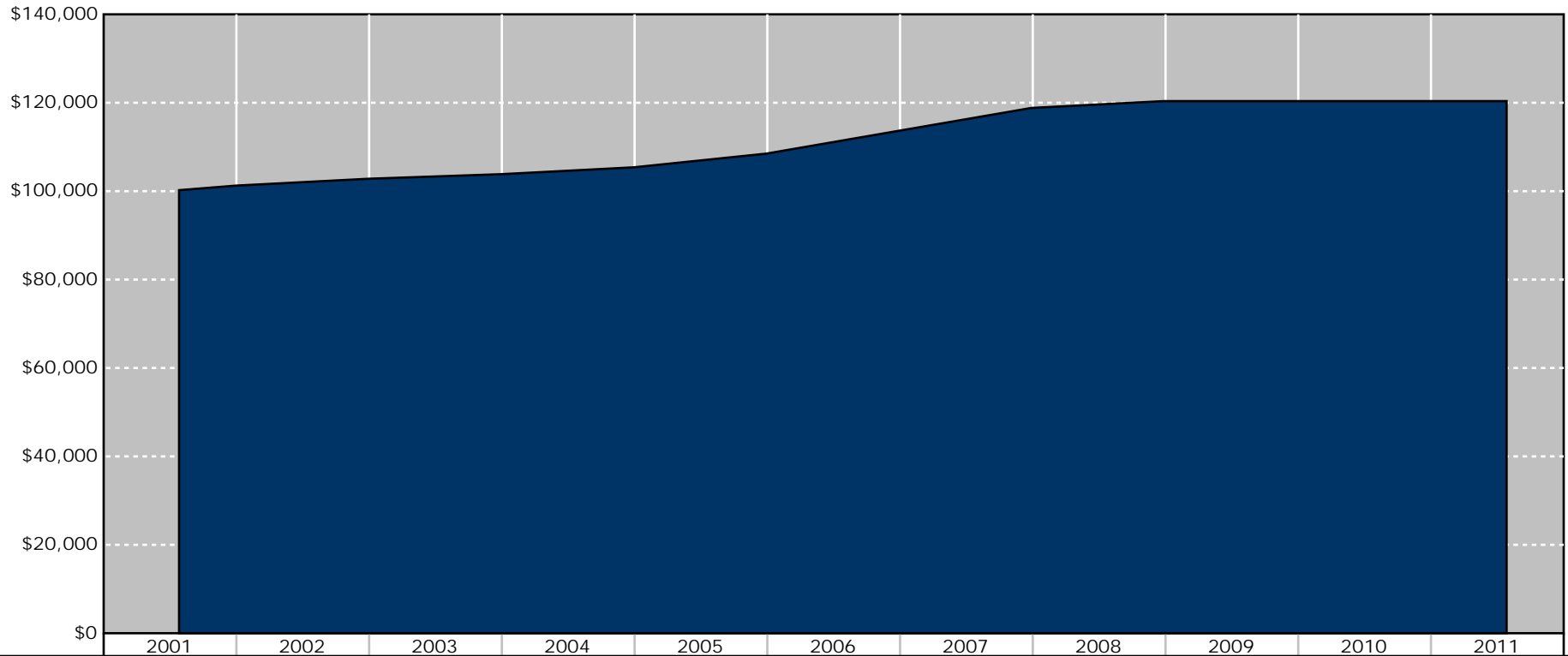
Date	Investment(s)	Total Value
08/01/2001	100,000	100,000
12/31/2001	0	100,913
12/31/2002	0	102,529
12/31/2003	0	103,580
12/31/2004	0	105,050
12/31/2005	0	108,418
12/31/2006	0	113,591
12/31/2007	0	118,466
12/31/2008	0	119,908
12/31/2009	0	120,051
12/31/2010	0	120,196
07/31/2011	0	120,256
<b>Total</b>	<b>100,000</b>	<b>120,256</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 1.86%

8/1/2001 - 7/31/2011

Total Ending Amount: \$120,256

T-BILL - 3 MONTH YIELD : \$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.



■ From Market Value (Ending value: \$120,256)

This graph must be accompanied by the underlying Hypo illustration(s).



**THOMSON US: GENL BD - SHORT & INT - MF**

\$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.

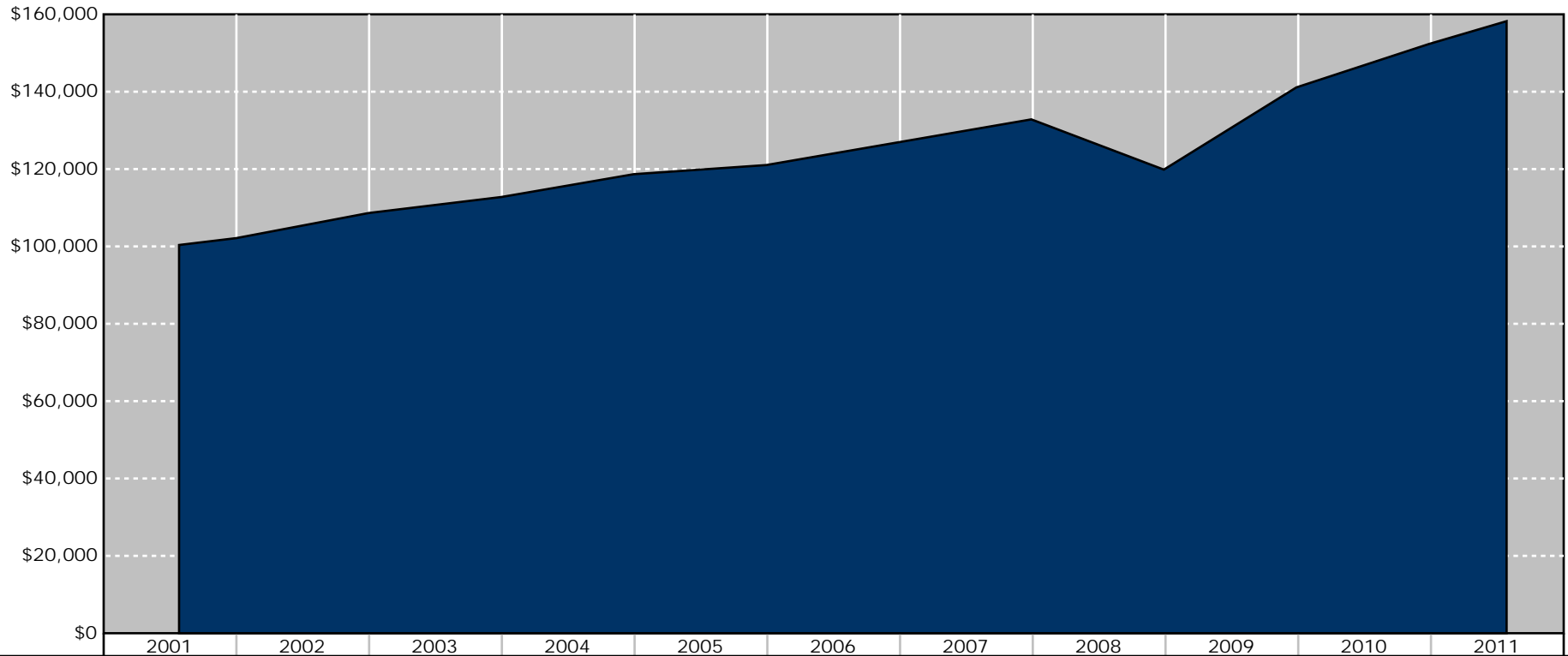
Date	Investment(s)	Total Value
08/01/2001	100,000	100,000
12/31/2001	0	101,891
12/31/2002	0	108,128
12/31/2003	0	112,599
12/31/2004	0	118,211
12/31/2005	0	120,478
12/31/2006	0	126,711
12/31/2007	0	132,396
12/31/2008	0	119,265
12/31/2009	0	140,888
12/31/2010	0	152,286
07/31/2011	0	158,017
<b>Total</b>	<b>100,000</b>	<b>158,017</b>

Average annual return on the investment for the period 08/01/2001 - 07/31/2011 : 4.68%

8/1/2001 - 7/31/2011

Total Ending Amount: \$158,017

THOMSON US: GENL BD - SHORT & INT - MF : \$100,000 initial investment on 08/01/2001. The effects of income and capital gains taxes are not demonstrated.



■ From Market Value (Ending value: \$158,017)

This graph must be accompanied by the underlying Hypo illustration(s).



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

---

To: The Selectmen & Town Manager

Date: July 26, 2011

From: Louise Lester, Town Clerk

Subject: Town Report  
Dedication

The production of the 2011 Town Report will begin in August. I was asked last year to prepare a list of possible candidates for this year's Town Report dedication. I have attached a list of the residents who have died between 7/1/10 and 6/30/11. There are two people on that list who stand out as having given time and energy to the Town of Raymond. Claude Mains was a Selectman from 1992 to 1994, and Wilbur "Bill" Bell was a member of the Fire Department and Fire Police. He was a constable in 2007 & 2008 (traffic ticket patrol).

I think that other worthy people would be Eileen & Howard Stiles for Eileen's many years of work with the School's health and welfare concerns, and the outreach work she has done for Raymond's families. Howard and Eileen initiated and worked to have Raymond's streets display the American flag even to cleaning and repairing them annually. Howard chaired the Veterans' Park Committee and saw its completion and continues to be involved in its work. More recently Eileen and Howard have become involved with the Recycling Committee and Eileen has been a co-chairman for the past few years.

Jack Cooper should be considered for his 44 years of volunteerism with the Raymond Fire Department and his 34 years of being Code Enforcement Officer from that position's inception.

Bob Metz has been the chairman of the Tassel Top Park Board of Directors since from its inception in 1991 and continues to participate with its planning and policy.

## 2010-2011 Deaths

305 Johnson, Paul Leonard	08/10/10	12/22/1933
306 Hugo, Frank D.	08/14/10	10/21/1921
307 Cronin, Robert M.	08/12/10	11/8/1952
308 Buckley, Ronald Robert	08/20/10	8/22/1933
309 Murray, James K.	08/31/10	12/27/1955
310 Rossi, Patrick Gregory	09/09/10	2/13/1949
311 Anzelc, Jacqueline	09/14/10	8/19/1930
312 Parker, Loretta	09/11/10	3/22/1934
313 Kelly, Dennis George	09/27/10	11/12/1946
314 Mains, Claude Chute	09/28/10	2/2/1947
315 Lester, Charles Frederick	10/07/10	6/29/1944
316 Tainter, Joan H.	10/21/10	5/21/1930
317 Mains, Francis Sheldon	11/15/10	12/18/2023
318 Cookson, John D.	11/18/10	6/26/1942
319 Johnson, Dorothy L.	12/19/10	5/22/1931
320 Cuffori, Irene E.	01/03/11	1/20/2024
321 Lolley, Carol Elaine	01/20/11	3/31/1962
322 Nolan, Juanita Louise	01/13/11	6/27/1949
323 Waldron, Joshua Scott	01/15/11	4/10/1994
324 Greep, Nancy H.	02/02/11	8/19/1918
325 Frederich, Robert C.	02/05/11	5/1/1927
326 Bell III, Wilbur Carroll	02/05/11	2/22/1945
327 Giampino II, Joseph S.	02/16/11	12/15/1962
328 Michael	02/09/11	5/20/1982
329 DesFosses, Brian E.	03/17/11	1/17/1968
330 Fielding, Gertrude Rebecca	03/07/11	8/29/1923
331 Hinds, Marie Hazel	04/08/11	7/31/2020
332 Hodgdon, Arlene S.	04/08/11	8/28/1923
333 Metz, Gloria P.	04/28/11	11/24/1926
334 Russell, Gloria Mary	05/09/11	2/10/1923
335 Schaefflern, Henrik	05/31/11	8/3/1927
336 Frye, Dennis Lyman	05/30/11	8/3/1948

## **Town Report: Memorial and Dedication Page Policy**

The Town Clerk will present the Board of Selectmen with a list of Raymond citizens who have passed away during the timeframe of July 1<sup>st</sup> to June 30<sup>th</sup>, immediately following the end of the fiscal year. Any relevant public service biographical information about each of the individuals on the list will also be provided so the Selectmen can consider the possibility of a memorial page in the Town Report.

The Selectmen will also consider a Town Report dedication to an individual(s) that have made significant contribution to the Town. The memorial list and both discussions will be on the August agenda each year in order to provide adequate time to select and honor citizens selected for Memorial and Dedication Page recognition.

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)

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

Dear Board,

Please find attached the 2011 tax rate calculation form. You will note that I have entered a rate of 0.01035. This is to provide an example. I chose this rate because it allows 140k in overlay. The draw on UFB this year is 88K and I added 60K to cover abatements and to allow for an even nickel in the rate.

If you move the rate a nickel, the overlay will change by approximately 50K (or 10K per penny).

I will also be presenting abatements on Tuesday night. Most are administrative. I am trying to clean up as many loose ends as I can before I am done so I have not prepared them for your packets. This allows me to use next Tuesday to continue with the clean up.

Sincerely,

Michael O'Donnell  
Assessor's Agent

2011 **ENHANCED BETE** MUNICIPAL TAX RATE CALCULATION FORM

Municipality: Raymond 0

Data entry fields

**BE SURE TO COMPLETE THIS FORM BEFORE FILLING IN THE TAX ASSESSMENT WARRANT**

1. Local Taxable Real Estate Valuation.....	1	\$982,724,024	(should agree with MVR Page 1, line 6)
2. Local Taxable Personal Property Valuation.....	2	\$10,738,574	(should agree with MVR Page 1, line 10)
3. Total Taxable Valuation (Line 1 plus line 2).....		\$993,462,598	(should agree with MVR Page 1, line 11)
4. Total of all Homestead Exempt Valuation .....	4(a)	\$10,950,000	(should agree with MVR Page 1, line 14f)
Total of all Homestead Exempt Valuation divided by 2....	4(b)	\$5,475,000	
5. Total of all <b>BETE Exempt Valuation</b> .....	5(a)	\$2,147,590	(*BETE Valuation lead sheet'J12)
<b>Enhanced</b> Total of all reimbursable BETE Exempt Valuation...	5(b)	\$2,027,445	(*BETE Valuation lead sheet'J51:J51, Line 4.a)
6. Total Valuation Base (Line 3 plus line 4(b) plus line 5).....		\$1,000,965,043	

**ASSESSMENTS**

7. County Tax.....	7	\$589,325.00
8. Municipal Appropriation.....	8	\$3,645,536.00
9. TIF Financing Plan Amount.....	9	\$177,568.00
10. Local Education Appropriation (Local Share/Contribution)...	10	\$7,304,249.00
(Adjusted to Municipal Fiscal Year)		
11. Total Appropriations (Add lines 7 through 10).....		\$11,716,678.00

**ALLOWABLE DEDUCTIONS**

12. State Municipal Revenue Sharing.....	12	\$200,000.00
13. Other Revenues: All other revenues that have been formally	13	\$1,303,006.00
appropriated to be used to reduce the commitment such as excise tax revenue, tree growth reimbursement, trust fund or bank interest income, appropriated surplus revenue, etc... (Do Not Include any Homestead or BETE Reimbursement)		
14. Total Deductions (Line 12 plus line 13).....		\$1,503,006.00
15. Net to be raised by local property tax rate (Line 11 minus line 14).....		\$10,213,672.00

16.	\$10,213,672.00	x	1.05	=	\$10,724,355.60	Maximum Allowable Tax
	(Amount from line 15)					
17.	\$10,213,672.00	+	\$1,000,965,043	=	0.01020	Minimum Tax Rate
	(Amount from line 15)		(Amount from line 6)			
18.	\$10,724,355.60	+	\$1,000,965,043	=	0.01071	Maximum Tax Rate
	(Amount from line 16)		(Amount from line 6)			
19.	\$993,462,598.00	x	0.01035	=	\$10,282,337.89	Tax for Commitment
	(Amount from line 3)		(Selected Rate)		(Enter on MVR Page 1, line 13)	
20.	\$10,213,672.00	x	0.05	=	\$510,683.60	Maximum Overlay
	(Amount from line 15)					
21.	\$5,475,000	x	0.01035	=	\$56,666.25	Homestead Reimbursement
	(Amount from line 4b.)		(Selected Rate)		(Enter on line 8, Assessment Warrant)	
22.	\$2,027,445	x	0.01035	=	\$20,984.05	BETE Reimbursement
	(Amount from line 5b.)		(Selected Rate)		(Enter on line 9, Assessment Warrant)	
23.	\$10,359,988.19	-	\$10,213,672.00	=	\$146,316.19	Overlay
	(Line 19 plus lines 21 and 22)		(Amount from line 15)		(Enter on line 5, Assessment Warrant)	

(If Line 23 exceeds Line 20 select a lower tax rate.)

Results from this completed form should be used to prepare the Municipal Tax Assessment Warrant, Certificate of Assessment to Municipal Assessor and Municipal Valuation Return.



# GENERAL AGREEMENT FOR SERVICES

This Independent Contractor Agreement (the “Agreement”) is made and entered on September 30, 2011, by and between the Town of Raymond, Maine (the “Company”) and Curt E. Lebel (“Contractor”) (collectively referred to as the “Parties”).

The Parties agree as follows:

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

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

1. Provide the Selectmen/Assessors with consulting services to assist them and the Assessing staff in complying with Maine Law regarding property tax assessment.
2. Maintain work hours in the Town of Raymond in accordance with attachment A. Contractor agrees to provide 40 days of service through the term of the agreement.
3. The Contractor Agrees to perform the following services:
  - Perform field inspections on properties that have been either A: issued a building permit prior to April 1<sup>st</sup> of each year, or B: considered unfinished construction as of the previous April 1<sup>st</sup>, or C: identified by the Assessors, Assessors Agent, or Town Manager as needing a field review. The field inspections are intended to verify and/or correct the physical descriptions on the existing property record cards.
  - Analyze results of State sales ratio studies to measure the equity of current assessments.
  - Make recommendations to Assessors on ways to improve equity of assessments
  - Review and make recommendations to the Assessors on abatement requests.
  - Provide support and defense of assessments of behalf of the Board of Assessors before the local Board of Assessment Review, if necessary
  - Work in cooperation and advise the Board of Assessors, Town Manager, Assessing Office Administrative Assistance, and Code

Enforcement Officer to maintain standard operating procedures for the Assessing Office.

- Work toward instilling public confidence in the operation of the Assessing Office through courteous treatment of the public and cooperation with Town employees.
- Develop and maintain the annual Assessing Department budget in cooperation with the Town Manager or Designee
- Prepare the Towns annual tax commitment warrant and certificates of assessment for authorization by the Board of Assessors.
- Meet with Assessors and Town Manager to discuss annual appropriations, tax commitment and tax rate and overlay

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

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

**2. TERM:** Contractor shall provide services to the Company pursuant to this Agreement for a term beginning on October 1, 2011 and ending on September 30, 2012 (the "Agreement Term").

The Company and Contractor agree that this contract will renew automatically, under the same terms, for 2 subsequent years. If the Parties wish to amend specific terms of the agreement, they may do so upon written agreement approved by both Parties.

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

October 1, 2011 Through September 30, 2012- \$500.00 per day, 40 days= \$20,000

If Company is not open for business on a scheduled Contractor work day or portion thereof due to any reason other than posted Holiday, the Company will pay for that period at the rate set forth above. (Basically covers closures or early releases due to inclement weather or other unforeseen incident).

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

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

#### **4. INSURANCE:**

The Contractor shall carry and maintain in force public liability and Workers' Compensation insurance (if applicable), and shall save the Town of Raymond and its officers harmless from all claims, demands, payments, suits, actions, recoveries and judgments of every kind and description brought or recovered against it by reason of an act or omission of said contractor, his agents or employees, in the execution of the work, including claims relating to labor and materials, patent rights and copyrights used in performing the work. The Contractors public liability insurance shall provide comprehensive coverage against claims for personal injury, death or property damage.

Liability limits shall not be less than \$1,000,000 for any and all claims arising out of a single occurrence. To the extent permitted by law, as such insurance provided by the Contractor shall be carried in favor of the municipality and its officers, employees and agents as well as in favor of the Contractor. The Contractor shall not deny liability because of any legal defense to which the municipality is entitled by reason of being a municipality. All certificates of insurance showing policies covering insurance herein shall be filed with the municipal officers.

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

- (i) Contractor shall furnish a vehicle for use in performance of Services during normal business hours.
- (ii) Contractor shall bear expenses incurred in maintaining all certifications and Licenses necessary for the Contractor to provide Services as stated in Section 1 of this Agreement; however, the Company shall bear expenses and dues for seminars, trade conferences and professional organizations in which the Contractor's attendance or membership is requested or required by the Company.
- (iii) Company shall reimburse Contractor, at the towns current approved rate, for mileage incurred in the performance of services outside normal business hours described in section 3 or in attendance of seminars, trade conferences and professional organizations in which the Contractor's attendance or membership is requested or required by the Company.
- (iv) otherwise Company shall furnish all materials, tools, and equipment, except as specified herein, deemed by the both parties to satisfactorily perform the Services required by this "Agreement", as well as any training that is deemed necessary to operate said materials, tools and equipment.
- (v) Company shall furnish adequate administrative support deemed necessary by both Parties to satisfactorily perform the Services required by this Agreement, including data entry support necessary to perform item 4 of Section 1 (Services).
- (vi) Contractor shall bear all other expenses incurred in the performance of this Agreement.

**6. INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and **not** an employee of the Company, and, unless otherwise stated in this Agreement, is not

entitled to any of the benefits normally provided to the employees of the Company or subject to Company Policies regarding employees. The Contractor shall directly pay, from Contractor's own funds, all state and federal income taxes, social security and medicaid taxes, unemployment insurance, and all other amounts due to any state or federal authorities on account of the work to be performed by Contractor under this Agreement. In the event any state or federal agency shall determine that the Contractor is to be treated as an employee of the Company for payroll withholding purposes, the Company shall be entitled to deduct from amounts otherwise due to the Contractor all state and federal withholding amounts withholding of which may be required by law.

**7. WARRANTY:** The Contractor Warrants:

- (i) That it is familiar with all State Statutes, rules, regulations and orders which may in any way affect the Services.
- (ii) That it will maintain all certifications required through the "Term of Agreement".
- (iii) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.
- (iv) That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the materials, tools and equipment required by section 1 and section 5 of this Agreement.

**8. TERMINATION:**

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

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

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

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

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

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

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

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

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

The Company:

Town of Raymond  
401 Webbs Mills Rd  
Raymond, Maine 04071

Contractor:

Curt E. Lebel  
20 Popple Lane  
Richmond, Maine 04357

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

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

**[The remainder of this page intentionally left blank.]**

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

**THE COMPANY:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name – Please Print)*

\_\_\_\_\_  
*(Position)*

**CONTRACTOR:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Name – Please Print)*



**ATTACHMENT "A"**  
**RAYMOND WORK SCHEDULE(THRU 9/30/2011)**

**CONTRACTOR WORK SCHEDULE:** Contractor agrees to maintain a schedule of work consisting as closely as possible to the calendar outlined below. Contractor retains the right to adjust the work schedule from time to time to compensate for town holidays, training seminars, illness, etc., with the approval of the "Town". This Attachment may be adjusted without amending the "Agreement" provided the terms of the "Agreement" remain intact.

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
October				6-Oct	
November				3-Nov	
December				1-Dec	
January				5-Jan 19-Jan 26-Jan	
February				2-Feb 9-Feb 16-Feb	
March				1-Mar 15-Mar 29-Mar	
April		24-Apr	25-Apr	5-Apr 12-Apr 19-Apr 26-Apr	27-Apr

**ATTACHMENT "A"**  
 RAYMOND WORK SCHEDULE(THRU 9/30/2011)

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
May				3-May	
				17-May	
				24-May	
				31-May	
June				7-Jun	
				14-Jun	
				28-Jun	
July				5-Jul	
		10-Jul	11-Jul	12-Jul	13-Jul
				19-Jul	
				26-Jul	
August					
			29-Aug	30-Aug	31-Aug
September				6-Sep	
			12-Sep	13-Sep	
				20-Sep	

Total = 40 Days

## **Town of Raymond Recall Ordinance**

Section 1. **Petition for a Recall and Notice of Intention:** Any person may at any time initiate a petition to recall an elected official of the Town by filing with the Town Clerk a Notice of Intention containing the name(s) and address(es) of the voters signing the Notice and designating the name and address of one such voter to receive notices from the Town. The affidavit must state the name of and the office held by the official sought to be recalled and must contain a statement of the reason or reasons for the proposed recall. Each voter must sign the Notice in the presence of a notary public or other person authorized to administer oaths under Maine law.

If more than one elected official is sought to be recalled, a separate affidavit must be filed regarding each. Only one official can be named on a recall petition.

Section 2. **Petition Forms:** Upon receipt of such Notice of Intent, the Town Clerk shall prepare and issue petition forms within three (3) business days to the person designated to receive notices in Section 1. The petition forms prepared by the Clerk shall comply with the requirements of state and local law. Petition forms may be circulated by any registered voter of the Town of Raymond. The forms must include:

- A) At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk under Section 3.
- B) Spaces for each voters signature, actual street address and printed name; and
- C) Space at the bottom of the form for the name and address of the person circulating the petition form.

The petition forms must be filed in the office of the Town Clerk during the normal business hours of the Clerk's office. In order to be accepted for filing, the petition forms must be assembled as one instrument and filed together at the same time. The Town Clerk shall make a notation on the first page of the petition of the date and time of the filing.

If there is a deadline for filing the petitions that falls on a Saturday, Sunday or a holiday on which the Town Clerk's office is closed, the deadline for filing the petition is extended to the next day during which the Town Clerk's office is open for business.

Section 3. **Collection and Submission of Signatures:** A petition form under Section 2 may be circulated or signed only by a registered voter of the Town of Raymond. A circulator of the petition form shall fill in the information required under Section, paragraph C and sign the form prior to the submission of the form to the Town Clerk. The initiator of the petition under Section 1 shall collect the petition forms from all the circulators and submit the signed petition forms to the Town Clerk within 30 days of receipt of notice from the Clerk that the petition forms were available under Section 2. The Town Clerk may not accept a petition form submitted more than 30 days after sending notice of availability to the initiator under Section 2, and any voter signatures on that form are invalid.

Section 4. **Petition Certification and Notification:** For the forms submitted within 30 days after the date the Clerk issued the petition forms, the Clerk shall review the petition pursuant to Section 2. In making those determinations, the Clerk shall apply the following criteria:

- 1. If any individual petition form fails to comply with the requirements of Section 904, that particular petition form is invalid.
- 2. If the affidavit of the circulator on any individual petition form has been altered or tampered with in any way, that particular petition form is invalid.

3. If any voter has signed more than one petition form, that voter's name shall be counted only once.

If the Clerk determines that the petition is sufficient and contains the signatures of a number of registered voters of the Town equal to at least 25% of the number of votes cast in Raymond in the last gubernatorial election, shall so certify the petition and immediately give written notice to the Board of Selectmen in writing and to the official sought to be recalled.

If the Town Clerk finds that the number of valid signatures submitted under Section 3 does not meet the requirements for a petition under Section 4, the Town Clerk shall file the petition and the petition forms in the Clerk's Office and notify the initiator of the petition that the petition is insufficient and may be amended within 5 working days (days when the Town Clerk's office is open for business) after the date of such notice by filing additional, supplementary petition forms, issued, circulated and filed in the same manner as the original petition. Upon timely receipt of supplementary petition forms, the Town Clerk shall review them in the same manner as the Clerk reviews an original petition. If the Clerk finds that the petition is still "insufficient, the Clerk shall notify, in writing, the Board of Selectmen and the Designated Petitioner of that determination. That determination by the Clerk shall not prevent the filing of a new petition for the same purpose. .

Upon receipt of notice, the official sought to be recalled may submit his or her resignation in writing to the Board of Selectmen, as applicable, in which case the position shall become vacant as of the date of the written resignation and shall be filled pursuant MRSA Title 30-A, §2602, as applicable.

Section 5. If the official sought to be recalled does not resign from the office within 10 business days of receiving the certification of petition under Section 4, the Board of Selectmen shall proceed to call and conduct a recall election to determine if the official should be recalled. Upon receipt of the certification of sufficiency and validity from the Clerk, the Board of Selectmen shall call a public hearing to be held within 30 days of the date of the Clerk's certification. Notice of the public hearing shall be given in the same fashion as notice of proposed ordinances

The election must be held no less than 45 days nor more than 75 days after certification of the petition under Section 4 unless a regular municipal election is scheduled within 90 days of the certification of petition, in which case the recall election must be held on the date of the regular municipal election. If the Board of Selectmen fail to schedule a recall election within 10 days of the certification of petition, the Town Clerk shall schedule the recall election pursuant to the date requirements of this section.

Section 6. **Ballots for Recall Election:** The ballot question for a recall election shall be substantially as follows:

"Do you authorize the recall of [name of elected official] from the position of [name of position]?"  
( ) Yes ( ) No"

Section 7. **Results of Recall Election:** Within 2 business days of the recall election under Section 5, the Town Clerk shall certify and record the election results and notify the Board of Selectmen of those results. If a majority of the voters voting in the recall election vote in the affirmative, the official shall be recalled, effective the date of the results, provided that the total number of votes cast for and against the question exceeds a number of registered voters of the Town equal to at least 30% of the number of votes cast in Raymond in the last gubernatorial election.

Section 8. An official sought to be recalled and who has not resigned under Section 4 shall continue to perform the duties of the office until the Board of Selectmen certifies the results of the recall election. If the official is recalled, the office shall become vacant immediately upon certification of the results of the election and shall be filled in accordance ~~with Section 9. MRSA Title 30-A, §2602, or any Appointment Ordinance, as applicable.~~

Section 9. Filling Vacancies: After the results have been certified by the Board of Selectmen, the Clerk must prepare and call a special election within 30-45 days of that certification if there is not already a regularly scheduled election within 90 days of certification.

## **Town of Raymond**

### **Appointment of Elected Official to Fill Vacancy**

#### **Section 1. Vacancies:**

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

If the Town Official:

- A) Nonacceptance;
- B) Resignation;
- C) Death;
- D) Removal from the municipality;
- E) Permanent disability or incompetency;
- F) Failure to qualify for the office within 10 days after written demand by the municipal officers;  
or
- G) Failure of the municipality to elect a person to office.

#### **Section 2. Notification**

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

#### **Section 3. Appointment**

Following solicitation of interested candidates, vacancies in the office, except for vacancies in the school board, shall be filled by the Board of Selectmen through appointment of a registered voter residing in the Town of Raymond and is at least 18 years of age. The Board of Selectmen shall confirm the appointment by a majority vote of the members present. The appointed official shall serve until the regularly scheduled Town election and a successor is elected and sworn. Said successor shall serve the balance of the term.

## Tax Acquired Properties Summary

Account#	Previous Owner	Address	Acreage	Map/Lot	Taxes owed through 9/13/11 (Includes Lien costs)	Assessed Value	Other information
C0280R	E. Cary	0 Haskell Ave	1.75	030/016	\$6,457.47	\$83,100.00	Most of lot in Resource Protection Zone
C0310R	L. Cary	0 Bond	0.33	031/002	\$4,373.80	\$51,600.00	*See Note
C0250R	E. Cary	0 Bond	0.71	031/003	\$2,376.09	\$58,100.00	
C0260R	E. Cary	0 Haskell	1.00	030/003	\$2,717.29	\$67,100.00	
H0485R	Hamm	0 Boulder	0.12	041/050	\$3,232.94	\$27,000.00	Has right of way to Panther Pond, unbuildable lot

\*Note: These two lots will be combined per Shoreland Zoning Ordinance Section 12.E.2, because they are two nonconforming, contiguous lots with the same owner (Town of Raymond).

### Haskell Ave and Bond St

There are four properties listed to either Elizabeth or Louis Heirs Carey. The address for all three is the same, a P.O. Box in Rangely, which is a business listed for David Carey. This past spring, they made a \$20,000 payment that paid off all the taxes for the parcel with the building on it and made a payment arrangement for the remaining (approximately \$10,000) to have it paid off by March, but no payments were ever made and now the taxes due in April are delinquent.

### Boulder Road

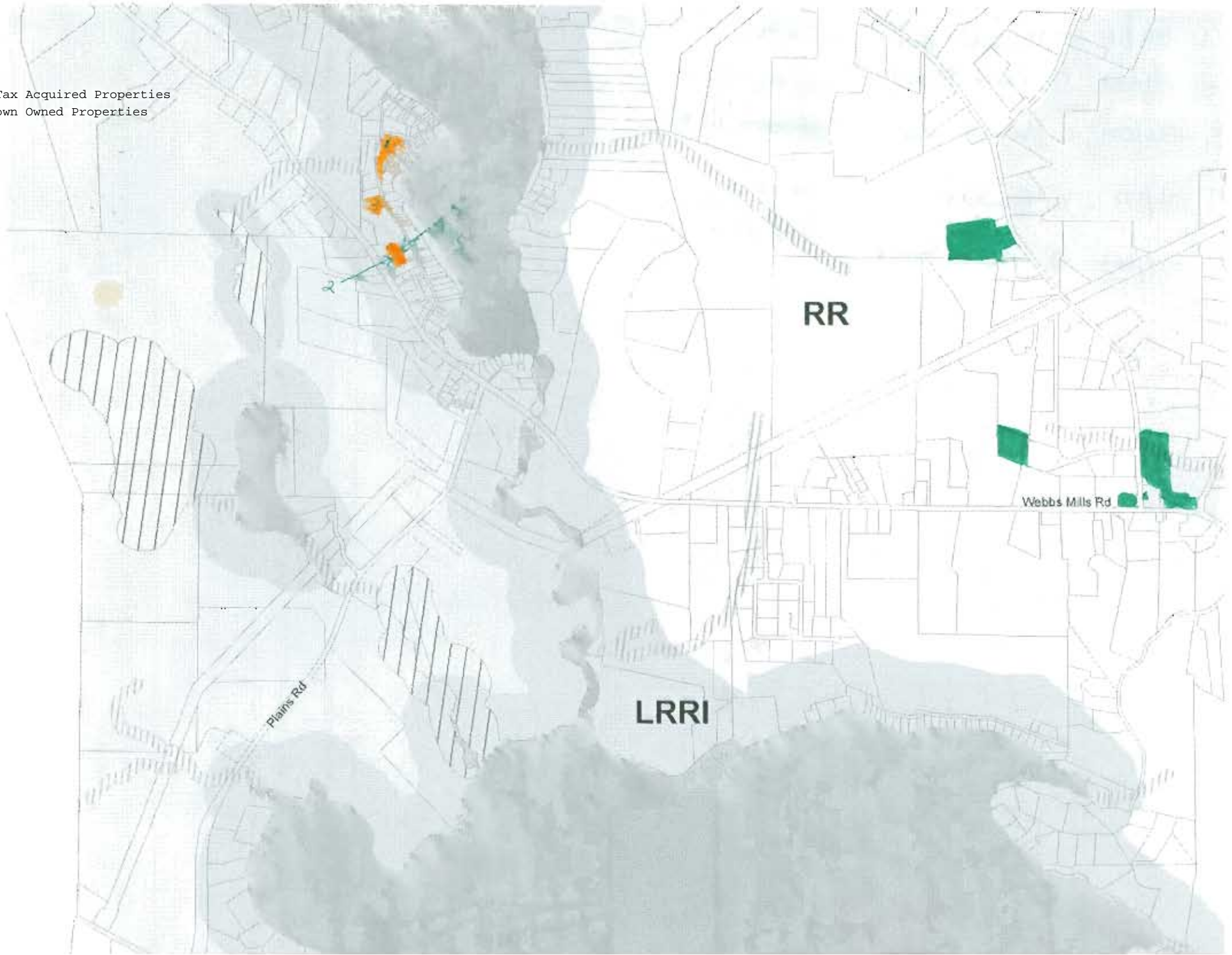
This property is listed under Joan Hamm at 190 Spring St in Westbrook. The last payment received was for the 2004/2005 fiscal year. She has never accepted any of the certified mailings and it is Sue's belief that she is just not interested in the property because there is only .12 acres. Certified mail returned as unclaimed. We have recently learned that they have been using the property because of the water access and have been trashing the right-of-way. We have several parties interested in purchasing this property.

### Dates:

May 10, 2011: Motion made to send demand letters in Accordance with TAP policy. Sue Carr sent out 30 Day Demand Letter sent out with notice of intent to sell

June 21, 2011: Legally drafted letter of interest sent out

Orange= Tax Acquired Properties  
Green= Town Owned Properties



Good Afternoon Don,

Enclosed please find a briefing of the storm activities of the Fire and Rescue Department.

Planning pays dividends. Planning began with dusting off our hurricane /severe storm plans and reviewing them, disseminating them to the staff and members of the department for review and feedback or questions. Planning /Briefing session was held with the Department Heads and plans reviewed. The Department heads and Fire Rescue Members were continually forwarded all updates received from CCEMA. National Weather Service, Etc. via E Mail in the week prior to the storm. Fire Rescue Staffing plans were developed and initiated in the days prior to the storm.

On Sunday 28 August at 0930 Hrs the Fire Ems Department with Town Manager met to go over the final assignments. The briefing outlined the IAP (incident Actions plan) individual tasks, command structure, communications, safety plans, and deployment plans (crew Staging) for the day.

The Fire Rescue Department set up an EOC (Emergency Operations Center) and working in conjunction with CCRCC (Cumberland County Regional Communications Center) instituted a communications plan which Area Command staff would be contacted with storm related calls for service and that staff would assign resources to handle the incident. This plan worked well and helped CCRCC with the volume of calls they experienced. Even though the CCRCC Ramped up and provided additional staffing prior to, during and after the event, there were over 100 calls for service active on the dispatch screen at the height of the storm. This system worked well for all of us.

Raymond Fire Rescue handled 79 calls for service in a 24 hour period. There were a total of 91 storm related calls answered by our department over a 4 day period. In the days after the storm it became evident that there were several buildings , homes damaged from falling trees, CEO Hanson was advised and we checked these issues. We have most known damage to homes documented with pictures. Department reports for this storm are still being entered in the system, and Form 7 s or the estimate sheets for damage which are filed with CCEMA are being filed. The County needs to document close to 1 million in public damage in order to qualify for possible federal funding. The figures include DPW , Fire Rescue, prep work, call coverage, generators which ran to power infrastructure, etc. unfortunately Private damage is not included in meeting the threshold. Private damage includes private roads, homes, CMP infrastructure, the very things which were impacted the greatest with this storm.

A Critique of the event was held last night, some very positive observations for improvement were made, and these notes will lead to a few adjustments in plans and SOPs for future events.

A more formal after action review will be compiled in the next few weeks and this will be forwarded to you for review.

--

Bruce D Tupper  
Assistant Chief, EMA Director  
Raymond Fire and Rescue  
1443 Roosevelt Trail,  
Raymond Maine 04071  
207-655-1187



**TAX ASSESSOR'S RETURN**

Pursuant to a Warrant from Peter J. Crichton, Clerk of Cumberland County, dated February 22, 2011 we have assessed the polls and estates of the residents and non-residents of the Town/City of RAYMOND, County of Cumberland in the amount of \$ 589,325 and have forwarded lists thereof to DON WILLARD, Collector of said Town/City. Said assessment of taxes to be paid to Treasurer, Cumberland County, on or before the first day of September 2011.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Assessors,  
Town/City of RAYMOND, ME

\$ 589,325

\_\_\_\_\_  
\_\_\_\_\_  
TO BE FILLED IN AND FORWARDED TO THE COUNTY TREASURER, 142 FEDERAL STREET, PORTLAND, MAINE 04101-4196 WITH PAYMENT OF TAXES BY SEPTEMBER 1, 2011.

INTEREST RATE ON UNPAID TAXES SET AT 7% AND SHALL BE ASSESSED SIXTY (60) DAYS AFTER SEPTEMBER 1, 2011.