



SELECTMEN'S EPACKET
List of Files
November 22, 2011

Part One

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BOARD OF SELECTMEN

AGENDA

November 22, 2011

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.**
- 2) Minutes of previous meeting dated:**
 - **October 11, 2011**
- 3) PUBLIC HEARING**
 - a) General Assistance Ordinance Appendices A-C 2011-12 Annual Update**
 - b) Application for New Restaurant Liquor License:**
Doug Maher (11 Hale Road, Raymond)
A La Mexicana (Formerly JD's Firehouse Grille)
1227 Roosevelt Trail
- 4) New business.**
 - a) Discussion of Need for Animal Noise Ordinance- Public Comment**
 - b) Annual Review of Black Ghost Cafe Lease- Board of Selectmen/Jeff Pomeroy, Owner**
 - c) Appointment of Assistant Chief Bruce Tupper to Fire Chief- Board of Selectmen**
 - d) Consideration of Approval of New Planning Board Member, Dan West- Louise Lester, Town Clerk**
 - e) Review of FY 2012-13 Budget Development Schedule- Board of Selectmen**
- 5) Old (unfinished) business.**
 - a) Loon Echo Land Trust: Greenprint Presentation- Carrie Walia, Executive Director**
 - b) Project Canopy Project Update- Forester Greg Foster**
 - c) Recall Ordinance**
 - d) Appointment Ordinance**
 - e) Tax Acquired Properties**
 - f) Consideration of Sex Offender Ordinance**

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

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

7) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **December 6, 2011**
- **December 13, 2011 (Tentative, based on need)**

8) 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.

9) Fiscal Warrants – Payroll and Appropriation Warrants – November 22, 2011

10) Adjournment.

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



**BOARD OF SELECTMEN
AGENDA SUMMARY**

November 22, 2011

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting dated:

- **October 11, 2011**

3) PUBLIC HEARING

a) General Assistance Ordinance Appendices A-C 2011-12 Annual Update

This is an annual requirement from the Maine Department of Human Services to bring the Raymond General Assistance Ordinance into compliance with Maine Law, Title 22 M.R.S.A. §4305 (4), related to levels of financial assistance and eligibility. The town annually adopts the Maine Municipal Association Model Ordinance General Assistance Appendices A – C which cover the period of October 1, 2011 through October 1, 2012. The Selectmen are holding the public hearing to allow for general comment about the changes contained in the appendices.

Staff is recommending, as in prior years, that the Selectmen adopt the model appendices developed by the Maine Municipal Association with financial survey data to establish the cost of basic necessities for Raymond within the Cumberland County metropolitan area.

b) Application for New Restaurant Liquor License:

Doug Maher (11 Hale Road, Raymond)

A La Mexicana (Formerly JD's Firehouse Grille)

1227 Roosevelt Trail

Owner Doug Maher is applying for a Restaurant Class Liquor License. Fire Inspector Craig Messinger and Code Enforcement Officer Chris Hanson are recommending approval of this Application. The building is fully compliant with all applicable code and fire safety issues and therefore suitable for the intended use. Public comment will be taken on this new application.

4) New business.

a) Discussion of Need for Animal Noise Ordinance- Public Comment

Wayne Geltson, 46 Ledge Hill Road, addressed the Selectmen under public comment at their last meeting on October 11, 2011 to complain about excessive noise caused by his neighbors roosters. The Selectmen indicated that they would consider the possibility of amending the current Barking Dog Ordinance to include a broader scope of animals. Sue Fielder, Animal Control Officer, will be in attendance and there is sample ordinance language attached to the ePacket. The purpose of this agenda item is to allow for public comment before a decision is

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made whether of not to move forward with ordinance amendments.

b) Annual Review of Black Ghost Cafe Lease- Board of Selectmen/Jeff Pomeroy, Owner

Earlier this year, Jeff Pomeroy was given permission to install a dock system to his floating cafe, The Black Ghost, at Raymond Beach in return for maintaining the beach. Per the lease agreement, an annual review is to be conducted to evaluate Mr. Pomeroy's performance and give each party the opportunity to make suggested amendments to the current agreement. The current five year lease agreement is attached to the ePacket.

c) Appointment of Assistant Chief Bruce Tupper to Fire Chief- Board of Selectmen

Denis Morse has served the Raymond Fire Chief for the last thirteen years. The Fire Department is currently restructuring and Mr. Morse and Town Manager are recommending that Assistant Fire Chief, Bruce Tupper, be appointed as Chief. The Town Manager is recommending that Mr. Morse continue with the Public Safety Department as Business Manager on a part-time, stipend basis. Pay adjustments to facilitate these changes will come from existing stipend/salary sources and will be revenue neutral to the Town under the current budget.

d) Consideration of Approval of New Planning Board Member, Dan West- Louise Lester, Town Clerk

At the October 12th Planning Board meeting a vote was taken to unanimously approve and recommended Mr. West for appointment by the Board of Selectmen. Mr. West is a student at Saint Joseph's College in Social Work and also has experience as a real estate agent.

e) Review of FY 2012-13 Budget Development Schedule- Board of Selectmen

As in prior years the Board of Selectmen set annual budgetary performance goals to help guide the Town Manager, Finance Director and other Department Heads in the development of the municipal budget. For the past six years an LD-1 compliant budget has been adopted that is fiscally responsible to Raymond taxpayers. Economic conditions remain weak and the upcoming budget is expected to be another difficult one with respect to growth of new revenue. For reference, the FY 2011/2012 budgetary performance measures are outlined below:

- Increase appropriation for capital road improvement work
- Eliminate use of fund balance/surplus as a revenue to reduce taxes.
- Develop a core services driven budget by concentrating funding efforts on legal or mission-required services.
- Explore privatization and outsourcing of services for cost savings
- Work with neighboring towns and/or Cumberland County government to reduce costs and maintain or improve services.
- Maintain current service levels in the areas of roadside solid waste/recycling collection; support to Raymond Waterways Protective Association and Raymond Village Library.
- Investigate bonding for capital improvements vs. capital reserve budgeting to

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- achieve maximum utilization of current capital resources.
- Investigate the possibility of instituting a merit pay based employee compensation system
- Understand that all budget areas are “on the table,” including additional reductions in programs/services and personnel costs, including possible layoffs.

Overarching Budget Goal: To continue to control the municipal portion of the tax rate, which has been both LD-1 compliant and flat for the past six years.

5) Old (unfinished) business.

a) Loon Echo Land Trust: Greenprint Presentation- Carrie Walia, Executive Director

Ms. Walia will be updating the Selectmen about the progress of the ongoing Greenprint Project. Attached to the ePacket are pamphlets and a report about the program's accomplishments and goals.

b) Project Canopy Project Update- Forester Greg Foster

Forester Greg Foster will provide an update regarding his work on the Town of Raymond's Forest Management Plan. The Town was awarded a 50/50 matching grant from the Maine Forest Service under the Project Canopy Program. Attached to the ePacket are the field entries that Mr. Foster has logged while completing his work, as well as the required semiannual review that was sent to the State.

c) Recall Ordinance

Raymond Residents, Jack Fitch and Frank McDermott, asked the Board of Selectmen to consider creating an Elected Official's Recall Ordinance at the April 5, 2011 BOS 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.

d) 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.

e) 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. The Tax Acquired Property Policy is attached to the ePacket.

f) Consideration of Sex Offender Ordinance

Theresa Sadak came before the Selectmen at the September 13th BOS meeting and requested that the Town adopt a local Sex Offender Ordinance, which would prohibit registered sex

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offenders from residing in the close proximity of preschools/daycares. There is already a State law which prohibits sex offenders from being/living within 750 feet of schools and municipal buildings (attached to ePacket).

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7) Town Manager Report and Communications.

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- **December 6, 2011**
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Board of Selectmen Agenda, November 22, 2011

Page 4 of 4

Deadline for next Agenda: November 26, 2011

**GENERAL ASSISTANCE ORDINANCE
APPENDICES A-C
2011-2012**

The Municipality of _____ adopts the MMA Model Ordinance GA Appendices (A-C) for the period of Oct. 1, 2011—Oct. 1, 2012. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the _____ (day) of _____ (month) _____ (year)
by the municipal officers:

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

MAINE MUNICIPAL ASSOCIATION

Legal Services
60 Community Drive
Augusta, Maine 04330-9486
(207) 623-8428
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WILLIAM W. LIVENGOOD
REBECCA WARREN SEEL
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AMANDA A. MEADER

JOSEPH J. WATHEN
(1957-1997)

To: Municipal Officials/Welfare Directors/General Assistance Administrators

From: Amanda A. Meader, Staff Attorney

Re: 2011-2012 General Assistance Ordinance Appendices A, B and C

Date: September 26, 2011

Enclosed please find the following items:

- MMA's new (October 1, 2011–October 1, 2012) “**General Assistance Ordinance Appendices**” (A, B and C).
- “**GA Maximums Summary Sheet**” which consolidates GA maximums into one document. Municipalities do have to insert individual locality maximums from Appendix A and C in the summary sheet where indicated in order to complete the information. The “summary” does not have to be adopted, as it is not an Appendix but a tool for municipal officials administering GA.
- “**GA maximums adoption form**” which was developed so that municipalities may easily send DHHS proof of GA maximums adoption. Once the select persons or council adopts the new maximums, the enclosed form should be signed and submitted to DHHS in the self-addressed envelope provided with this packet (*see “Filing of GA Ordinance and/or Appendices” below for further information*).

Appendices A, B & C

The enclosed Appendices A, B and C have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices dated October 1, 2010–October 1, 2011. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices A-C yearly**. The various maximum levels of General Assistance set forth in Appendices A-C are established as a matter of state law based on certain federal values that are made effective on the first day of October each year.

Appendix A

Appendix A is a listing of the overall maximum levels of assistance pertaining to all municipalities in Maine. These new overall maximum levels of assistance have been calculated on the basis of the 2011-2012 HUD Fair Market Rent (FMR) values that will become effective on October 1, 2011. These maximum levels of assistance are established by Maine General Assistance law (22 MRSA (4305(3-B))) and **cannot** be altered by action of the municipal officers.

Because HUD may have reorganized certain localities, municipalities should first check to see in which locality they have been placed.

The following abbreviations may assist in your review of the maximums:

Abbreviations:

Department of Housing and Urban Development (HUD)

Fair Market Rent (FMR)

HUD Metro FMR (HMFA)

Metropolitan Statistical Area (MSA)

Appendix B

Appendix B is a listing of the maximum levels of assistance for food. These maximum levels are the same as the USDA 2011-2012 Thrifty Food Plan, which are presumed to be reasonable by regulation of the Department of Health and Human Services (DHHS). If the municipal officers wish to amend these maximum levels of food assistance, a local survey must be developed and provided to DHHS to justify the proposed alterations.

Appendix C

Appendix C is a listing of the maximum levels of assistance for housing (both heated and unheated). These maximum levels were developed by MMA using 2011-2012 HUD Fair Market Rent values that include utility costs. Because the FMR numbers include utility and heating costs, the applicable average utility and heating allowances, as developed by the Maine State Housing Authority (MSHA), are subtracted from the FMR to obtain a pure “housing” cost.

What should your municipality do if the housing maximums contained in this packet are unreasonably low (or high) given the rental rates in your area? The preferred option is to conduct a local rental survey. Municipalities exploring this option should contact DHHS for guidance on conducting such a survey.

Another option is to forego adopting housing maximums (the law does not actually require housing maximums—the other two maximums, i.e., Appendix A and B, are required). If you are a municipality that has to perform “emergency analysis” each and every time an applicant requests housing assistance and you are not planning to perform a market survey (although you probably should), then perhaps working without housing maximums is an option.

Emergency analysis should be an exception, not the rule. If it has become the rule in your municipality, then the adoption of artificially low housing maximums is of no service to you (or your clients) and you might be better off with no housing maximums. Municipalities choosing to forego housing maximums must still adhere to the overall maximum and work an applicant’s

budget accordingly. Such municipalities might choose to utilize the actual FMR provided by the federal government as a guide.

The Adoption Process

The **municipal officers (i.e., selectpersons/council)** adopt the local **General Assistance Ordinance and yearly Appendices**, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices ***after notice and hearing***. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

Filing of GA Ordinance and/or Appendices

Please remember that General Assistance law requires each municipality to send DHHS a copy of its ordinance once adopted. *(For a copy of the GA model ordinance, please call MMA's Publication Department, or visit our web site www.memun.org).* In addition, any changes or amendments, such as new Appendices, must also be submitted to DHHS. DHHS has made it easier by enclosing a self-addressed envelope for your use. DHHS will accept the enclosed "adoption sheet" as proof that a municipality has adopted the current GA maximums.

Finally, all general assistance forms and notices that the municipality intends to use must also be submitted to DHHS. If it is your intention to use MMA forms, and you have not already done so, simply state that intention to the Department when you submit your ordinance for DHHS filing. Remember, if you intend to use locally developed forms or notices, those forms should be submitted with your adopted ordinance. DHHS's GA Unit address is:

The Department of Health and Human Services
General Assistance Unit
#11 State House Station (Whitten Road)
Augusta, Maine 04333

By way of a reminder, municipalities that have not already seen or used MMA's "interactive" GA forms on MMA's web site are strongly encouraged to visit our site. GA forms (including MMA's model GA ordinance) and other materials are all available online at www.memun.org.

GA Overall Maximums

Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Bangor HMFA: Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	611	712	909	1155	1304
Penobscot County HMFA: Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	623	625	751	939	1151
Lewiston/Auburn MSA: Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	523	655	800	1013	1122
Portland HMFA: Cape Elizabeth, Casco, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	812	964	1249	1573	1686
York/Kittery/S.Berwick HMFA: Berwick, Eliot, Kittery, South Berwick, York	1013	1020	1222	1781	1940
Cumberland County HMFA: Baldwin, Bridgton, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	674	794	1024	1223	1567
Brunswick	676	808	1043	1322	1585

Appendix A

Effective: 10/01/11-10/01/12

COUNTY	1	2	3	4	5*
Sagadahoc HMFA: Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	803	804	965	1217	1671
York County HMFA: Acton, Alfred, Arundel, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Shapleigh, Waterboro, Wells Biddeford, Saco, Sanford	734	764	970	1161	1268
	742	827	1042	1322	1563

*Note: Add \$75 for each additional person.

Non-Metropolitan Areas

Persons in Household

COUNTY	1	2	3	4	5*
Aroostook County	475	586	701	915	1013
Franklin County	589	635	773	924	1199
Hancock County	643	742	913	1215	1250
Kennebec County	510	611	760	1037	1107
Knox County	582	770	879	1190	1373
Lincoln County	703	756	912	1101	1242
Oxford County	491	653	753	1002	1256
Piscataquis County	611	697	861	1093	1170
Somerset County	489	608	702	1016	1078
Waldo County	686	735	887	1088	1157
Washington County	589	636	759	940	1025

* Please Note: Add \$75 for each additional person.

Appendix B

Effective: 10/01/11 to 09/30/12

Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. Through October 1, 2012, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	46.51	200
2	85.35	367
3	122.33	526
4	155.35	668
5	184.42	793
6	221.40	952
7	244.65	1,052
8	279.53	1,202

Note: For each additional person add \$150 per month.

GA Housing Maximums (Heated & Unheated Rents)

NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS! Municipalities should **ONLY consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (*See Instruction Memo for further guidance.*)

Non-Metropolitan FMR Areas

<u>Aroostook County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	66	285	84	362	
1	80	343	103	445	
2	90	385	122	526	
3	120	517	161	693	
4	120	517	173	745	
Franklin County					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	95	408	108	465	
1	97	418	115	493	
2	114	491	139	596	
3	134	578	165	708	
4	172	741	216	930	
Hancock County					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	105	451	119	512	
1	117	503	135	582	
2	130	557	155	668	
3	191	820	223	959	
4	191	820	223	959	
Kennebec County					
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	79	339	92	394	
1	93	399	110	471	
2	113	484	136	584	
3	159	685	189	811	
4	159	685	197	848	

Appendix C

Effective: 10/01/11-10/01/12

Non-Metropolitan FMR Areas

<u>Knox County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	94	405	107	460	
1	126	541	143	614	
2	137	590	161	691	
3	191	821	220	948	
4	209	899	252	1083	
<u>Lincoln County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	119	513	132	568	
1	123	528	140	601	
2	144	619	167	720	
3	172	741	202	868	
4	172	741	202	869	
<u>Oxford County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	75	321	88	378	
1	101	434	118	509	
2	110	472	134	577	
3	151	648	181	778	
4	184	792	227	978	
<u>Piscataquis County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	96	413	111	479	
1	103	441	125	539	
2	123	527	154	663	
3	157	675	196	844	
4	157	675	205	881	
<u>Somerset County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	74	319	87	376	
1	91	393	109	468	
2	103	443	127	548	
3	154	661	184	791	
4	154	661	191	821	

Non-Metropolitan FMR Areas

<u>Waldo County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	116	497	128	552	
1	119	510	136	583	
2	139	597	162	698	
3	170	729	199	856	
4	170	729	207	892	

<u>Washington County</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	93	402	108	463	
1	95	410	113	488	
2	108	465	134	575	
3	134	575	166	713	
4	134	575	176	756	

Metropolitan FMR Areas

<u>Bangor HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	96	413	111	476	
1	106	455	127	548	
2	132	569	162	698	
3	170	730	207	891	
4	176	756	230	988	

<u>Penobscot County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	99	424	114	491	
1	99	424	114	491	
2	100	429	131	565	
3	125	538	164	707	
4	145	622	201	865	

<u>Lewiston/Auburn MSA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly	Monthly
0	83	357	96	412	
1	103	445	120	518	
2	123	528	146	629	
3	157	673	186	800	
4	160	687	203	871	

Appendix C
Effective: 10/01/11-10/01/12

Metropolitan FMR Areas

<u>Portland HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		142	611	154	666
1		166	715	183	788
2		214	922	238	1023
3		271	1165	300	1292
4		274	1180	318	1367
<u>York/Kittery/S. Berwick HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		170	729	182	784
1		170	729	182	784
2		191	823	215	924
3		289	1241	318	1368
4		300	1289	343	1473
<u>Cumberland County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		111	479	124	534
1		131	563	148	636
2		167	720	191	821
3		198	850	227	977
4		250	1073	293	1260
<u>Sagadahoc County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		140	603	153	658
1		140	603	153	658
2		155	667	179	768
3		186	798	215	925
4		271	1167	314	1351
<u>York County HMFA</u>		<u>Unheated</u>		<u>Heated</u>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		126	541	139	596
1		126	541	141	608
2		156	672	180	773
3		185	795	214	922
4		188	807	231	992

UTILITIES (Appendix D)

ELECTRIC

NOTE: For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households *Without Electric Hot Water*:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.20	\$82.50
5	\$21.00	\$90.00
6	\$22.70	\$97.50

NOTE: For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households *With Electrically Heated Hot Water*:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$16.30	\$70.00
2	\$18.60	\$80.00
3	\$21.00	\$90.00
4	\$23.30	\$100.00
5	\$25.60	\$110.00
6	\$27.90	\$120.00

NOTE: For each additional person add \$10.00 per month.

NOTE: For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

HEATING FUEL (Appendix E)

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

FOR MUNICIPAL USE ONLY

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

PERSONAL CARE & HOUSEHOLD SUPPLIES
(Appendix F)

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

NOTE: For each additional person add \$1.25 per week or \$5.00 per month.

SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

FOR MUNICIPAL USE ONLY

**Department of Public Safety
Division**



Liquor Licensing & Inspection

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

<u>BUREAU USE ONLY</u>	
License No. Assigned:	
Class:	
Deposit Date:	
Amt. Deposited:	

PRESENT LICENSE EXPIRES _____

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)		2. Business Name (D/B/A)	
Douglas Maher DOB: 9/18/85		A La Mexicana	
Evelia Maher DOB: 8/8/85		1227 Roosevelt trail	
DOB:		Location (Street Address)	
Address		City/Town State Zip Code	
11 Hale Rd		Raymond ME 04071	
Raymond ME 04071		Mailing Address	
City/Town State Zip Code		1227 Roosevelt Trail	
207-321-9448		City/Town State Zip Code	
Telephone Number Fax Number		Raymond ME 04071	
207-321-9448		Business Telephone Number Fax Number	
Federal I.D. #		207-321-9448	
27-5253479		Seller Certificate #	

3. If premises are a hotel, indicate number of rooms available for transient guests: NA
4. State amount of gross income from period of last license: ROOMS \$ NA FOOD \$ NA LIQUOR \$ NA
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: Douglas Maher
8. If business is NEW or under new ownership, indicate starting date: Jan 1 2012
Requested inspection date: Dec 7 2011 Business hours: 11-1030
9. Business records are located at: 1227 Roosevelt trail Raymond ME 04071
10. Is/are applicants(s) citizens of the United States? YES NO

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c.730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

11. Is/are applicant(s) residents of the State of Maine?

YES NO

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

Name in Full (Print Clearly)	DOB	Place of Birth
Douglas Maher	9/10/85	Quincy MA
Evelia Maher	8/8/85	Puerto Vallarta, Mexico

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

11 Hale Rd Raymond ME 04071
5305 Slaughter Ct Jacksonville NC - 28543

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

Name: _____ Date of Conviction: _____
Offense: _____ Location: _____
Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 7000 Sq Ft
Restaurant with bar. Approx 250 seating capacity

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES NO Applied for: Retailer Certificate-60934, Health license, Victrolers License.

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

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

If YES, give details: _____

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

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

Dated at: Raymond Maine on 11-4-, 20 11
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

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

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

1. Exact Corporate Name: Maheer Brothers LLC
 Business D/B/A Name: A La Mexicana
2. Date of Incorporation: 3-1-2011
3. State in which you are incorporated: Maine

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

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

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
Douglas Maher	11 Htele Rd Raymond ME	9-18-85	100	President

6. What is the amount of authorized stock? _____ Outstanding Stock? _____

7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO

8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.

9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: _____ City/Town On: _____ Date

 Signature of Duly Authorized Officer Date: _____

 Print Name of Duly Authorized Officer

A La Mexicana

1227 Roosevelt Trail
Raymond ME 04071



Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

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

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

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

SUPPLEMENTARY QUESTIONNAIRE FOR CLUB APPLICANTS

1. Exact Club Name: _____

2. Title, name, birth date and telephone number of each principal officer of the club:

Title	Name	Birth Date	Telephone #

3. Date Club was incorporated: _____

4. Purpose of Club: () Social () Recreational () Patriotic () Fraternal

5. Date regular meetings are held: _____

6. Date of election of Club Officers: _____

7. Date elected officers are installed: _____

8. Total Membership: _____ Annual Dues: _____ Payable When: _____

9. Does the Club cater to the public or to groups of non-members on the premises? () YES () NO

10. Excluding salaries, will any person other than the Club, receive any of the financial profits from the sale of liquor?

() YES () NO

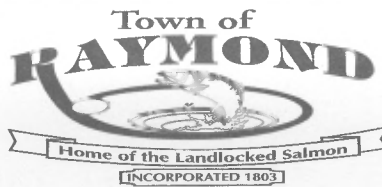
11. If a manager or steward is employed, complete the following:

Name: _____ Date of Birth: _____

Signature and Title of Club Officer

Print Name and Title of Club Officer

Denis Morse
Chief



Bruce Tupper
Assistant Chief

FIRE/RESCUE

1443 Roosevelt Trail
Raymond, Maine 04071

Emergency 9-1-1

Chief's Office 655-1187

Dispatch 655-7851

November 10, 2011

To: Board of Selectmen

From: Raymond Fire Department

Dear Sirs,

Please be advised that a Life Safety Inspection was completed on October 26th 2011 of the proposed A La Mexicana Resteraunt located at 1227 Roosevelt trail. At that time, there were no Life Safety violations noted at the facility. Mr. Maher was notified of some minor "housekeeping" issues and was given a time line to complete those tasks. We see no problem with issuing an Occupancy Permit to this facility,

Respectfully,

A handwritten signature in cursive script, appearing to read 'Craig Messinger'.

Craig Messinger,

Town of Raymond Fire Inspector



RAYMOND BOARD OF SELECTMEN

You are hereby notified that the Raymond Board of Selectmen will hold a Public Hearing at the Raymond Broadcast Studio on **Tuesday, November 22, 2011 at 7:00 p.m.** to hear the information on the following application for a new restaurant liquor license:

Applicant:

Doug Maher o.b.o. A La Mexicana
Location: 1227 Roosevelt Trail
Map 055, Lot 033, Zone C

Application and additional materials are available at the Town Office during regular business hours.

Danielle E. Loring
Recording Secretary

CC: Applicant
Town Manager
Abutting Property Owners
Code Enforcement Officer

The below signed residents of Ledge Hill Road in the town of Raymond Maine request the passage of an ordinance banning the ownership of roosters within 600 feet of any occupied residence in the town of Raymond Maine. We have lived in peace and harmony for many years on Ledge Hill road. Within the last year a new family has moved here deciding that owning roosters would be a good idea. Their decision has severely impacted the quality of life on Ledge Hill Road and disrupted our ability to sleep as well as enjoy any outdoor activities. The owners of the roosters have been approached by their neighbors as well as the animal control officer concerning the noise all to no avail. We feel this also affects the value of our homes should we decide to sell our homes. Thank you.

Name Wayne Helston

Address 46 LEDGE HILL ROAD

Name A J Dorley

Address 42 Ledge Hill Rd.

Name Aneghwa, Lisa

Address 36 Ledgehill Rd

Name _____

Address _____

TOWN OF RAYMOND, MAINE
Animal Noise Ordinance ~~BARKING DOGS~~

May 1984

~~No person shall own, possess or harbor within the Town of Raymond any dog which by loud, and frequent and habitual barking, howling, or yelping disturbs the peace of any person. It shall be a violation for any animal to unreasonably cause annoyance, alarm, noise disturbance at any time of the day or night by repetitive barking, whining, screeching, howling, braying, crowing or other like sounds which may be heard beyond the boundary of the owner's property or keeper's property under conditions wherein the animal sounds are shown to have occurred either as an episode of continuous noise lasting for a minimum period of ten minutes or repeated episodes of intermittent noise lasting for a minimum period of thirty minutes.~~

Any person, who shall violate the provisions of this section, shall upon the first occasion thereof, be given a written warning, which shall include the date and time it was issued.

Upon conviction of any subsequent violations within a period of six (6) months from such warning, the person found to be in violation shall be punished by a civil penalty according to the following schedule:

First Offence \$ 50.00

Second Offence 100.00

Third Offence 200.00 [Amended 3/17/01]

Plus reasonable attorney costs for prosecution. [Amended 3/97]

This Ordinance shall be enforced by the Animal Control Officer ~~Dog Constable~~ and the other Town Constables of the Town of Raymond.

Animal Noise Ordinance

Suggested proposal from

Town of Raymond Animal Control Department

No keeper or owner shall keep or maintain within the town of Raymond any animal(s) which by frequent repetitive or continuous howling, yelping, barking, braying, whinnying, crying, cackling, crowing, or any other noise that annoys or disturbs the peace of persons of reasonable sensitivities residing, owning property, or employed within a district zoned for residential uses.

Noise from such animals between the hours of 11:00 p.m. and 6:00 a.m. which may be heard at least 100 feet from the perceived property line shall be deemed excessive and in violation of this section.

During the hours between 6:00 a.m. and 11:00 p.m. this distance shall be extended to a minimum of 250 feet, and such animal or animals make noise continuously for a minimum of 30 minutes within a 1 hour period, or repeated episodes of intermittent noise lasting a minimum period of 90 minutes.

A violation of this section may still occur if the noise is heard at distances less than that stated, given the proximity of houses or structures to one another, or location of the source animal to the location of the complaint.

Animal Noise Ordinance Enforcement

Proposal by

Town of Raymond Animal Control Department

Enforcement shall be undertaken only upon receipt of a complaint by an identifiable person who resides, owns property, or is employed within a residential district affected by the noise. Upon receipt of such a complaint, the procedure for enforcing shall be as follows:

1. An animal control officer, or police officer, shall verify that the animal disturbance noise referred to in the complaint is being received at the location referred to in the complaint.
2. After verification, the animal control officer, or police officer, shall make a reasonable attempt to notify the owner/keeper at the location of the source of the animal disturbance noise and inform that person that an animal disturbance noise complaint has been received from a person residing, owning property, or employed in a district zoned for residential purposes, and warn that if other complaints are received a notice or notices of infraction will be issued. The animal control officer, or police officer, should attempt to determine if the animal making the noise is responding to some form of provocation due to taunting by persons or animals, prowler or possible safety issue within or around the source residence or neighborhood.
3. The term “reasonable attempt” means that an animal control officer, or a police officer, has physically visited the premises from which the animal disturbance noise complaint has generated and personally notified, or attempted to notify, the owner/keeper that an animal disturbance noise complaint has been received. If an animal control officer, or police officer, cannot find an owner/keeper on the premises to notify that an animal disturbance noise complaint has been received, the requirement of a reasonable attempt to do so has been satisfied if the officer leaves a warning notice of violation in a conspicuous place on the premises.
4. Upon receipt of a second identifiable complaint within 60 days of the last complaint from a person other than a first complainant who resides in a different residence, owns different property, or is employed at a different location than that of a first complainant, an animal control officer or police officer, after verification of receipt of the animal disturbance noise at the second location, and without further warning, shall issue a warning notice of infraction to the owner/keeper of the animal or animals causing the animal disturbance noise. If the identity of the animal owner or keeper cannot be determined by inquiry at the location or through investigation in the neighborhood of the incident, the owner of the property, as listed by the town assessor’s office, may be cited for allowing/providing the source of the violation. **A valid animal noise log, incident report and or petition must be returned by the complainant who has signed it, and then, he/she must agree to appear at any hearing held as a result of a citation or**

- In case of a second anonymous complaint, an animal control officer, or police officer, will be dispatched to the scene:
 - If the animal control officer or police officer hears animal(s) from the same property making nuisance noises, and it meets or exceeds the ordinance and,
 - Feels the noise may be a nuisance to the neighborhood, the officer will interview the neighbors to assess if the noise is a nuisance to at least two or more residents in the area and,
 - If two or more neighbors are bothered by the noise from the animal(s), the officer will speak to the owner, and,
 - If the evidence gathered from the neighbors supports a violation, one of the following shall be issued: warning notice, notice to comply, town ticket, and or a court summons will be issued
 - Fines range from \$50 - \$500 per offense depending on the jurisdiction
 - Complaint cases will close after 6 months, if there have been no further complaints or problems
 - Complainants may also pursue civil action of their own.

7. The observations of an animal control officer or police officer will satisfy the requirement for a second identifiable complaint without need for further warnings.

8. It is an affirmative defense under this section if:

- A). the animal was intentionally provoked by people or animals to make such a noise.
- b). the noise was made by live stock on land zoned for agriculture.
- c). the noise is exempt under other local town ordinances or state laws.

General outline of violation process

1st Violation – Verbal notice with a copy of the town ordinance

2nd Violation – Written Warning with a copy of the town ordinance – also suggest ways of resolving problems

3rd Violation – Notice to comply –

4th Violation – Town Ticket ranging from \$50 - \$200

5th Violation – another town ticket or court summons

6th Civil summons to court depending on the evidence and circumstances

The animal control officer or police officer has discretion on the above based on the actual case facts

Example: steps can be skipped and case can be expedited if animal owner/keeper is not attempting to resolve the issue or if the animal owner is working hard but issues beyond their immediate control, example waiting for a silencer device or one that was ordered was not working and one is being resent etc. we can hold off on proceeding with another ticket or summons.

The violation of any provision of this chapter shall be a civil infraction. Unless matters in aggravation warrant a greater civil penalty, each violation shall be subject to a minimum penalty in the amount listed, plus any court costs assessed by the town of Raymond and or the Cumberland County district court. Town tickets are as follows:

1. First violation: \$50.00.
2. Second violation: \$100.00.
3. Third violation \$200.00
4. Fourth Violation \$300.00

Maximum fine \$500 per incident plus court fees



*401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742*

FOR IMMEDIATE RELEASE

Town of Raymond – Office of Animal Control

Raymond residents are urged to use caution and report any sightings of a possible feral dog roaming in the area of North Raymond, Valley, and Ledge Hill Roads. Residents are urged to use caution with respect to protection of domestic animals, such as cats, dogs and all small farm animals, particularly fowl. Please DO NOT approach this animal and report any sightings to Animal Control Officer Susan Fielder at 1-800-501-1111. The Town is actively working to live-trap this animal and remove it from the area. Thank you for your cooperation.

FREEDOM OF INFORMATION REQUEST

11-11-11

We ~~Julie C. Rockwell-Sutherland~~ and John Russo hereby request a copy of the video/tape/records/recording/etc. That Wayne Gelston played/displayed/showed the Selectman Board at the meeting of October 11, 2011. That he, Wayne Gelston, is claiming to be evidence against our roosters.. We also request a copy/copies of any reports/paperwork that has been made by the Selectman Board, ACO, Town Manager, Town Employees, Raymond Residence that pertains to the property of 51 Ledgehill Rd. Raymond, ME. or pertaining to any of our animals..

Sincerely,

Julie C. Rockwell-Sutherland

Julie C. Rockwell-Sutherland

John Russo

John A. Russo





Don Willard
Town Manager
don.willard@raymondmaine.org

Town Office 655-4742
Fax 655-3024

Assessing Extension 25
Code Enforcement Extension 42

Fire/Rescue/Dispatch
(non-emergency) 655-7851

Public Works Garage
655-2018

November 16, 2011

Sent Regular and Certified Mail: 7011 0470 0001 0252 0055

Julie Sutherland
John Russo
51 Ledge Hill Road
Raymond, Maine 04071

RE: Freedom of Information Request

Dear Ms. Sutherland:

I am in writing in follow-up to our telephone conversation on Tuesday, November 15, regarding your Freedom of Information Request of the Town of Raymond, I would be pleased to provide a DVD copy of the Board of Selectmen meeting, held on October 11, 2011, for \$5. This is the official record for the Selectmen meetings and includes the concerns expressed by Mr. Geltson regarding his animal noise complaint. You may also stream this material from the town's website at www.raymondmaine.org as well as borrow a copy from the Town Office or Village Library.

With respect to any and all written materials that they town may have regarding this matter, they will all be attached to the Board of Selectmen Agenda ePacket for the November 22nd meeting. Typically, these materials are available by noon on the Friday before the Tuesday meeting. Accordingly, you should be able to obtain these materials from the above website by end of day Friday the 18th. If it is more convenient, photocopies of these materials can be made at a cost of 50 cents per page.

I hope this information is helpful to you, please do not hesitate to contact me if I can be of any further assistance.

Sincerely,

Don Willard
Town Manager

Cc: Board of Selectmen
Phil Saucier, Town Attorney

Sue,

Stop in next time you are in the area and have some time to talk roosters and wolves.

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

On 10/13/2011 11:32 AM, acofielder@yahoo.com wrote:

It was last week. I'm here if you need me. I passed both courses with flying colors.

Should have certificates in a week or two.

Susan

Sent from my Verizon Wireless 4GLTE smartphone

----- Reply message -----

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

To: "Louise Lester" <louise.lester@raymondmaine.org>, "Susan Fielder" <acofielder@yahoo.com>

Subject: animal ordinance

Date: Thu, Oct 13, 2011 9:52 am

I think the training may have been last week?

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On 10/13/2011 9:50 AM, Louise Lester wrote:

ACO Sue Fielder has been in the middle of the wolf issue and you might want to talk with her. I believe she's away this week at a training.

On 10/13/2011 9:17 AM, Don Willard wrote:

I will check it out...just had a drop in visit from Mr. Gelston during which Chris and I briefed him on our interaction with Rooster owner Julie Southland yesterday afternoon. He refuted all her claims of harassment, trespass, animal cruelty (shooting a mother wolf) etc and indicated he may engage an attorney to protect his rights and address what he says is incorrect information that Ms. Southland is sharing with us.

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On 10/13/2011 9:08 AM, Joe Bruno wrote:

According to the paper Cape Elizabeth dealt with animal noises at their meeting last night, including roosters

Joe Bruno R.Ph., M.B.A.
President and CEO
Community Pharmacies, LP
P.O. Box 528
16 Commerce Drive, Suite 1
Augusta, ME 04332-0528
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Sutherland, NOVEMBER 6, 2011 at 7:31

Did u get a call from dispatch something was screaming at about 715 am wondering if it got called in sounded like something was being attackedb or killed horrible sound

Fielder, NOVEMBER 6, 2011 AT 9:05AM

No

Sutherland, NOVEMBER 7, 2011 AT 8:15AM

Just wanted to let u know bait in trap gone setting up second camera today hybird been here howling since 145am at 315am it was beside barn howling chickens been yelling all am horses nervous i need to check my camera and the bait down there today this thing needs to die gggrrrr

NOVEMBER 7, 2011 AT 9:24AM

I need a copy of every report u gave the town office concerning 51 ledgehill rd today

Fielder, NOVEMBER 7, 2011 AT 9:29AM

Haven't given them anything. We don't have any official legitimate complaints on you. I have told them you have helped us several times. All official reports are kept by me or dispatch and there is nothing.

SUTHERLAND, NOVEMBER 7, 2011 AT 9:32AM

Ok well anything that has been put in writing john is going to be talking with the lawyer

NOVEMBER 8, 2011 AT 9:25AM

John wants the trap gone all the trappers are telling us the hybrid won't go in it all we are getting it cats

FIELDER, NOVEMBER 8, 2011 AT 10:12AM

If they are so concerned tell them to call 1-800-501-1111 and ask to speak to ACO Susan Fielder.

There concerns and complaints get them nowhere by talking to you. We have no calls at all in about a week and if they don't talk to us then the town will consider there is no great problem so will pull its support and that will not be a good thing. If they are truly upset they should be willing to make a simple call give their address, phone and name.

SUTHERLAND, NOVEMBER 8, 2011 AT 11:13AM

They are upset because the town didn't make an effort to notify the Raymond residents about the hybrid

FIELDER, NOVEMBER 8, 2011 AT 11:22AM

The press was notified and info has been placed around town. There is no way to notify everyone.

NOVEMBER 8, 2011 AT 11:25AM

Again they should call and say something as I can't use hearsay as fact. They are not upset enough to make a call so I can't do anymore. I have begged people to call but not one person has called in. I expected a ton of calls but none.

NOVEMBER 8, 2011 AT 6:11PM

Please know I was not mad at you but at the people that won't take 2 seconds to call in as it totally ties my hands on what we can do. I will call the trapper in am as he wasn't there tonight. I will ask him to call you but I can't speak for him. He dropped the trap off with the understanding when done he could come get it.

Since your going to hunt it down ill pick up the camera one night this week so I can use it on my cat. I will try to cancel the other trap as I was having to pay for it myself in order to get it here faster. I will notify Loki we won't need them as well as the IF&W that were are no longer trying to trap. Goodluck

NOVEMBER 12, 2011 AT 7:23AM

Hey got your message taking couple days off to visit with my family who came up as they can't come for the holidays. Rarely get to see them. Also working on ordinance. Have no idea who would have contacted a biologist about the situation up there. Jess said she had called you several times at the house to try to get the camera.

FIELDER, NOVEMBER 12, 2011 AT 7:50AM

I doubt its the high bred taking down the deer it is a pack of something or injured deer or poached deer. Don't know anything about the biologist don't even know them. I think Jessica was trying to text you at your home number. She asked me for your number and I gave her your house phone as we had just talked the other day and I knew you were home. She said in a txt she had not gotten a response and I explained she needed to text your cell. Just bag up the bait and throw out to trash or in dumpster I guess.

SUTHERLAND, NOVEMBER 12, 2011 AT 6:52PM

We will be there

FIELDER, NOVEMBER 12, 2011 AT 6:54PM

Ok ill let them know. See you Tuesday night.

SUTHERLAND, NOVEMBER 12, AT 7:22PM

So now that ive got a trapper n warden that actually want to do their job this scott feels it necessary to get in the way and request a meeting why a meeting now not one of them wanted to help until i got the right people doing their jobs

FIELDER, NOVEMBER 12, 2011 AT 8:14PM

I don't know but I expressed my concern that we didn't get help from them all the times we all called I think that was something he wanted to look into. I would plan to bring the names of the if&w people you talked to as he asked me the names of them that I had talked to and I told him I would bring them at the meeting. I very surprised to get these calls. I am out of town with my family trying to take a day off and this matter keeps coming up.

Really don't know much but that he requested a meeting asap and wanted you and John, Jessica and both ACOs at the meeting. He also asked for town manager to be notified which I did.

So I guess will all find out on Tuesday.

See you then if not before

SUTHERLAND, NOVEMBER 14, 2011 AT 9:01AM

Did u finally get the ordinance written up

SUTHERLAND, NOVEMBER 15, 2011 AT 3:34PM

So u want to tell me what is going on ive tried to call n text and i get nothing now i find out that the meeting tonight is a no go because don said the town is having nothing to do with it n only u r meeting

with scott wtf

FIELDER, NOVEMBER 15, 2011 AT 5:14PM

I have not gotten any calls or text from you today other than this one. I don't know anymore than what they said to you.

SUTHERLAND, NOVEMBER 15, 2011 AT 5:49PM

I couldn't leave you a voice mail because your box is full and I've sent you at least 2 text messages what are you pissed at me for

FIELDER, NOVEMBER 15, 2011 AT 6:16PM

Julie I'm not mad at you I have not gotten any text messages other than these last 2. I've been advised not to discuss this at this time until the town determines its proper role in this matter. As you know I'm employed by the town and must follow their lead.

SUTHERLAND, NOVEMBER 15, 2011 AT 6:18PM

The town manager told me that the town was not involved that they had nothing to do with this

SUTHERLAND, NOVEMBER 15, 2011 AT 7:13PM

I'm here at the front door let me in

SUTHERLAND, NOVEMBER 16, 2011 AT 7:23AM

Yes I am still quite pissed off the secret meeting our civil rights were broken last night and WTF was he doing there he is not a cop anymore which is also breaking our civil rights and I heard this AM that he's running his mouth off about my roosters that Gelston calls him everyday he has no legal right to be involved in anything if the town thinks I'm going away they are wrong and believe me I'm contacting all the channels and papers and giving a full story plus I'm thinking of pulling in the lawyer and filing lawsuits against the town for breaking out civil rights heads are going to start rolling

AGREEMENT

This AGREEMENT is made and entered into this 8th day of JUNE, 2011, by and between the **TOWN OF RAYMOND**, a Maine municipality with a mailing address of 401 Webb Mills Road, Raymond, ME 04071-0401, acting by and through its **Selectmen**, as authorized by a vote of the Town of Raymond on May 10, 2011 (the "**Town**"), and **JEFFREY POMEROY**, an individual with a mailing address of 64 Egypt Road, Raymond, ME 04071 ("**Pomeroy**").

RECITALS

WHEREAS, the State of Maine, acting by and through its Department of Transportation (the "**DOT**"), as successor in interest to the Maine State Highway Commission, owns certain property adjacent to and southwest of U.S. Route 302 in the Town of Raymond, County of Cumberland, and State of Maine, as described in a Layout and Notice of Taking dated June 27, 1956 and recorded July 2, 1956 in the Cumberland County Registry of Deeds in Book 2299, Page 11, and more particularly referenced as Item No. 23 on Sheet 4 of a plan entitled, "Maine State Highway Commission, Right of Way Map, State Highway '14', Raymond, Cumberland County, Federal Aid Project No. F-014-1(5)," dated January 1956, a copy of which is attached hereto as Exhibit A, which property is unpaved and at times used by the public for parking to gain access to Sebago Lake for recreational purposes (the "**DOT Property**");

WHEREAS, the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife (the "**IF&W**"), owns certain property southwest of U.S. Route 302 in the Town of Raymond, County of Cumberland, and State of Maine, being situated between the DOT Property and Sebago Lake, by virtue of a deed from St. Joseph's College to the IF&W dated March 28, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15389, Page 90, a copy of which is attached hereto as Exhibit B, which property contains a paved parking area, beach area and boat launch ramp (the "**IF&W Property**");

WHEREAS, pursuant to a certain license agreement dated March 3, 2000 by and between the DOT, the IF&W and the Town (the "**DOT License Agreement**"), the DOT granted to the Town a thirty (30) year license to enter on the DOT Property in order to provide on-going, routine maintenance on and management of the DOT Property, at the Town's sole expense, in accordance with the terms and conditions of the DOT License Agreement;

WHEREAS, pursuant to a certain lease agreement dated March 23, 2000 by and between the IF&W and the Town (the "**IF&W Lease Agreement**"), the IF&W leased the IF&W Property to the Town for a period of thirty (30) years and thereby assigned to the Town all of its financial and administrative responsibilities for on-going, routine maintenance, management and operation of the IF&W Property in accordance with the terms and conditions of the IF&W Lease Agreement;

WHEREAS, mindful of its on-going obligations under the DOT License Agreement and

the IF&W Lease Agreement, including, without limitation, maintenance, management and operation obligations (the “**Obligations**”) and the costs associated therewith, the Town issued a Request for Proposals in December 2010 inviting proposals from individual persons and/or private sector management entities interested in assuming the Obligations with respect to the DOT Property and certain portions of the IF&W Property, namely the paved parking area and the beach area, as depicted on Exhibit C attached hereto (collectively, the “**Parking and Beach Areas**”);

WHEREAS, in response to the Town’s request, on or about January 7, 2011, Pomeroy submitted a written proposal (the “**Pomeroy Proposal**”) in which he proposed that the Town, in return for Pomeroy assuming the Obligations on the Parking and Beach Areas, permit Pomeroy to: 1) construct a dock and floating platform extending from the beach into Sebago Lake for the purpose of offering certain recreational activities, including canoe and kayak rentals, and 2) to operate a floating café on Sebago Lake adjacent to the dock;

WHEREAS, the Town’s Selectmen have reviewed the Pomeroy Proposal and, prior to and as a condition to voting on the Pomeroy Proposal, have required Pomeroy to seek and receive the necessary acknowledgements, approvals and consents from the DOT, the IF&W and the United States Fish and Wildlife Service (“**USFWS**”) (as contemplated under the IF&W Lease Agreement) for the assignment of the Obligations on the Parking and Beach Areas and assumption thereof by Pomeroy;

WHEREAS, as a condition for providing its approval for the proposed assignment of the Obligations, the DOT has required, and Pomeroy has hereby agreed to provide, affirmation that the obligations and rights granted by this Agreement shall remain subject to the primary transportation purposes of the U.S. Route 302 corridor as determined by the DOT in its sole discretion;

WHEREAS, as a condition for providing its acknowledgement of the proposed assignment of the Obligations, the IF&W has required, and Pomeroy has hereby agreed to provide, affirmation that the assignment will in no way adversely affect public use and parking associated with the operation of the boat launch ramp as determined by the IF&W in its sole discretion;

WHEREAS, upon confirmation that the DOT, the IF&W and the USFWS have provided all necessary written acknowledgements, approvals and consents for the proposed assignment evidenced by this Agreement, which acknowledgements, approvals and consents are conclusively evidenced by a separate acknowledgement letter from IF&W and the authorized signature of the DOT attached hereto, the Town’s Selectmen have voted to enter this Agreement as of May 10, 2011, subject to Pomeroy’s compliance with all federal, state and municipal laws and regulations and all conditions and requirements imposed by the DOT, the IF&W and the USFWS, all as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants hereafter referred to and

other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Pomeroy agree to be bound by the following terms and conditions:

1. **PREMISES.** The Town hereby sub-licenses to Pomeroy the DOT Property and sub-leases to Pomeroy a portion of the IF&W Property, namely the paved parking area and the beach area, which together with the DOT Property comprises the Parking and Beach Areas, as depicted on Exhibit C attached hereto (the “**Premises**”).

2. **TERM.** The term of this Agreement shall be five (5) years, commencing on June 1, 2011 and ending on May 31, 2016 (the “**Term**”), subject to the Town’s annual right to review performance hereunder within thirty (30) days of September 30 each year (the “**Annual Review Period**”). If the Town determines, in its sole discretion, that this Agreement requires modification for any reason, the Town may provide written notice of such requirement to Pomeroy within the Annual Review Period. If the parties are unable to reach a written agreement on the modification within thirty (30) days of Pomeroy’s receipt of the written notice, this Agreement shall be deemed terminated and Pomeroy shall have thirty (30) days to remove his personal property and, upon request of the Town, any installations, improvements and/or fixtures installed by or on behalf of Pomeroy, from the Premises, after which time all remaining personal property shall become the property of the Town.

3. **PAYMENT.** During the Term of this Agreement, Pomeroy shall pay to the Town an annual fee of One Hundred Dollars (\$100.00) on June 1 of each year, which will be waived in the first year.

4. **POMEROY MAINTENANCE AND MANAGEMENT OBLIGATIONS.** During the Term of this Agreement, Pomeroy shall, at his sole expense, operate, maintain and administer the Premises and the use and repair of any existing recreational facilities located thereon in such a manner as to present and maintain a safe, attractive and inviting appearance to the general public. Specifically, Pomeroy shall perform routine maintenance and management duties on the Premises, including, without limitation, the following:

- (a) provide adequate supervision and staffing of the beach area as required by the Town and as required by applicable ordinances, regulations and laws, including opening and closing of the beach area at 9 a.m. and 8 p.m., respectively, seven (7) days a week during the summer season, which runs each year from Memorial Day through Labor Day;
- (b) provide adequate supervision of the parking areas to ensure there is no adverse effect on the public use and parking associated with the operation of the boat launch ramp;
- (c) provide adequate trash receptacles and daily trash pick-up and removal services and clean-up of debris on the Premises;
- (d) take all necessary steps to prevent vermin infestations on the Premises;
- (e) provide clean-up and removal of winter sand in or around the parking areas; and
- (f) perform minor repairs on existing recreational facilities, signs and fences located on the Premises.

Pomeroy may, from time to time, establish such rules and regulations as he deems necessary to provide for the proper use and maintenance of the Premises, provided that such rules and regulations shall be subject to review and approval by the Town, shall not discriminate on the basis of race, color, creed, national origin, sexual orientation or place of residence and shall not violate any terms of the DOT License Agreement or IF&W Lease Agreement. Pomeroy shall post these rules and regulations conspicuously on the Premises and enforce them. When the Town's staff or agents are on the Premises, they shall have the right to enforce said rules and regulations.

5. **TOWN MAINTENANCE OBLIGATIONS.** During the Term of this Agreement, the Town shall, at its sole expense, provide, install and maintain:

- (a) two (2) portable toilets on the Premises; and
- (b) swimming ropes and buoys delineating the public swimming area adjacent to the beach area on Sebago Lake, provided that after initial installation, Pomeroy shall be obligated to maintain same.
- (c) the Town's Public Works Department will pick up bagged beach "clean up" trash in the morning, but this will not include trash that is the result of restaurant/café operations or any commercial activity, which will be Pomeroy's responsibility.

6. **PERMITTED USES.** In addition to making the beach area available for current recreational uses by the public, Pomeroy may use the Premises in the following manner: 1) install a 6' x 100' dock extending from the beach area, together with a 6' x 24' floating t-section at the end of the dock; 2) open a floating café adjacent to the dock; 3) install advertising screens and other signage; and 4) install picnic tables. These activities/uses may require approvals, permits and/or licenses from all or some of the following state agencies: a) Department of Environmental Protection, b) IF&W, c) DOT and d) Bureau of Parks and Lands. Upon receipt of all necessary state-level approvals, Pomeroy will then need to obtain all necessary town-level permits and licenses for his proposed activities. At this time, it would be premature to spell out all of the permitted uses as we are unsure whether Pomeroy will be permitted to use the Premises as he now desires. The contemplated improvements and uses are subject to the Town's prior written consent and, thereafter, on-going compliance with all federal, state and municipal laws and regulations and shall be permitted only so long as such improvements and uses do not violate the DOT License Agreement and IF&W Lease Agreement.

Except as provided herein, Pomeroy shall not make any use or permit any activity to be operated, carried on or engaged in on the Premises.

Except as provided herein, Pomeroy shall make no alterations to the Premises or construct any structures, including, without limitation, fences, signs, fireplaces or picnic tables, without the written permission of the IF&W (if necessary), the DOT (if necessary) and the Town, but Pomeroy may maintain and replace any structures, fences or signs existing on the Premises at the time hereof.

7. **IMPROVEMENTS; REPAIRS.** In addition to the improvements permitted in Section 6 above, Pomeroy shall have the right, at his sole expense from time to time during the Term, to improve or alter the Premises, including placement of signs, providing that any improvements and alterations shall be of a quality consistent with other improvements on the Premises, in compliance with all applicable federal, state and municipal laws and regulations and approved in writing by the IF&W (if necessary), the DOT (if necessary), the DEP (if necessary), the BP&L (if necessary) and the Town. Prior to any construction, and at Pomeroy's expense, detailed plans of any major alterations or improvements to the Premises must be submitted to the IF&W, the DOT, the DEP, the BP&L and the Town for review and written approval. Written approval may be withheld if the IF&W, the DOT, the DEP, the BP&L and/or the Town deems the alterations or improvements inconsistent with the current use of the Premises.

All improvements on the Premises at the date hereof shall remain the property of the IF&W, the DOT and/or the Town. Any and all additional improvements to the Premises shall become property of the IF&W, the DOT and/or the Town at the termination of this Agreement, unless such improvements made by Pomeroy are removed by Pomeroy within thirty (30) days of the termination of this Agreement.

Pomeroy shall maintain the Premises and all appurtenances in good repair.

8. **POMEROY COVENANTS.** During the Term of this Agreement, Pomeroy covenants and agrees:

- (a) not to perform any act or permit the commission of any act that would adversely affect the primary transportation purposes of the U.S. Route 302 corridor or otherwise violate any term and/or condition of the DOT License Agreement;
- (b) not to perform any act or permit the commission of any act that would adversely affect the public use and parking associated with the operation of the boat launch ramp or otherwise violate any term and/or condition of the IF&W Lease Agreement;
- (c) not to perform any act or permit the commission of any act that is unlawful or contrary to any federal, state, and/or municipal laws and regulations in force at the time of this Agreement or any time in the future;
- (d) not to charge any user-related fees for use of the Premises by members of the public;
- (e) to comply with the Town's requirements for employment as set forth in the Town's Personnel Policy, including performing successful criminal background checks, performing standard drug and alcohol testing and implementing harassment policies, for all individuals who will be working for or on behalf of Pomeroy on the Premises.

9. **PUBLIC SAFETY.** In addition to any public safety precautions otherwise required by law, per the recommendations of the Town of Raymond Fire Department, Pomeroy agrees that at any time that his activities of the floating café are operational, Pomeroy will have working splash guards installed around the fryers, working smoke detection devices, working carbon monoxide detection devices, working Type K fire extinguishers and exit signs.

10. **LIENS.** Pomeroy shall be responsible for all assessments, license fees, permit fees and tax levies on the Premises. Pomeroy shall keep the Premises free and clear from all mechanics' liens for work or labor done, services performed, appliances, water supplied, sewerage disposed of, gas, electricity, lights, heat and power contributed, used or furnished in or about the Premises for or in connection with any operation of Pomeroy, or any alteration, improvements, repairs or additions which Pomeroy may make or permit or cause to be made or any work in connection by, for, or permitted by Pomeroy on or about the Premises.

11. **REQUIREMENTS OF LAW.** During the Term of this Agreement, Pomeroy is responsible for complying with all federal, state, and municipal laws and regulations.

12. **ASSIGNMENT.** This Agreement may not be assigned nor may the Premises be sublet by Pomeroy without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.

13. **INSURANCE.** Pomeroy shall provide insurance for comprehensive general public liability against claims for personal injury, death or property damage occurring on, in or about the Premises, or respective use of any vehicle or equipment used or supplied by Pomeroy in connection with the Premises, in the following amounts:

Commercial General Liability	
Per occurrence	\$400,000.00
Casualty Insurance (for personal property)	
Per occurrence	\$400,000.00

IF&W, the DOT and the Town shall be named as additional insureds with Pomeroy on any such policies. Such insurance must provide that the IF&W, the DOT and the Town be notified in the event any of the above policies are cancelled, and with respect to notification of DOT and IF&W, such notification must occur in accordance with the DOT License Agreement and IF&W Lease Agreement. Pomeroy shall furnish the Town with copies of all insurance policies and the IF&W and the DOT with satisfactory proof of all insurance policies prior to assuming responsibility for the operation and maintenance of the Premises. The IF&W, the DOT and/or the Town may from time to time require increases in insurance coverage during the Term of this Agreement to levels that are commercially reasonable for the permitted uses. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the IF&W, the DOT, the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

14. **INDEMNITY.** Pomeroy shall indemnify, defend and hold harmless the IF&W, the DOT and the Town and their respective officers, agents and employees, against and from all costs, expenses, liabilities, losses, damages, inspections, suits, actions, fines, penalties, claims and demands of every kind and nature, including reasonable counsel fees, asserted by or on behalf of any person, utility or governmental authority whatsoever arising out of (a) any failure by

Pomeroy to perform any of the agreements of this Agreement on Pomeroy's part to be performed, (b) the use of the Premises by Pomeroy or his employees, agents, guests, invitees, customers, contractors, or officers, or (c) any accident, injury, or damage that occurs in, on, or about the Premises, or appurtenances thereto, however occurring and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Premises, appurtenances thereto or any part during the Term. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the IF&W, the DOT, the Town or their respective officers, agents and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

15. **DEFAULT; TERMINATION.** If Pomeroy defaults in the performance of any of the agreements, terms, covenants or conditions hereof on Pomeroy's part to be performed and remedy of such default has not been commenced within fourteen (14) days after written notice thereof by the Town and completed within fourteen (14) days after commencing such remedy, or if such performance cannot be reasonably had within such fourteen (14) day period, the Agreement shall be deemed terminated and Pomeroy shall have thirty (30) days to remove his personal property, after which time it shall become the property of the Town. If the Town provides three (3) written notices of default to Pomeroy within any sixty (60) day period during the Term, the Agreement shall be deemed terminated immediately upon delivery of the third notice and Pomeroy shall have thirty (30) days to remove his personal property from the Premises as stated above. In the event of termination of this Agreement, the Town may immediately re-enter the Premises, remove all persons therefrom and repossess and control the Premises and any and all activities thereon.

At any time during the Term of this Agreement, the Town or Pomeroy may terminate this Agreement early for any reason upon forty-five (45) days prior written notice to the other party. Upon written notice of Pomeroy or the Town of early termination of this Agreement, Pomeroy shall within forty-five (45) days (a) peaceably and quietly surrender and deliver to the Town the Premises together with any improvements that existed at the commencement of this Agreement, and (b) remove all fixtures, equipment and personal property owned by Pomeroy and located on the Premises with respect to which the Town has given Pomeroy notice to remove and Pomeroy shall repair any damage to the Premises caused by such removal.

16. **SELF-HELP.** If Pomeroy defaults in the performance of any of the agreements, terms, covenants or conditions hereof on Pomeroy's part to be performed, the Town may, at its option, without waiving any claims for default, at any time thereafter cure such default for the account of Pomeroy, and Pomeroy shall reimburse the Town for any amount paid and any expense or contractual liability so incurred, prior to the expiration of any cure period but after notice to Pomeroy, if it is necessary, in the Town's discretion, to protect the Premises, or its interest therein, or to prevent injury or damage to persons or property.

17. **ACCESS TO THE PREMISES.** The IF&W, the DOT and the Town and their respective officers, agents and employees shall have access to the Premises at all times for the purpose of assuring compliance with the conditions of the IF&W Lease Agreement, the DOT License

Agreement and/or this Agreement. At times when Pomeroy would not otherwise have staff at the Premises, the Town reserves the right to enter the Premises for the purpose of supervising public use.

For the purpose of allowing the Town to satisfy its obligations under the IF&W Lease Agreement, Pomeroy shall provide the Town with an update on the use and operation of the Premises on an annual basis (or more frequently as may be desired by the Town) for delivery to the IF&W in order to coordinate the addressing of any unforeseen issues.

Pomeroy and the Town agree that the Portland Water District shall have the right to access and test the water in the area periodically.

18. **QUIET ENJOYMENT.** Subject to title encumbrances of record, the Town covenants that, so long as Pomeroy shall faithfully perform the agreements, terms, covenants and conditions of this Agreement, Pomeroy shall and may peaceably and quietly have, hold and enjoy the Premises for the Term without molestation or disturbance by or from the Town.

19. **NOTICES.** Wherever it is provided in this Agreement that notice, demand, request or other communication shall or may be given to or served upon any of the parties by the other(s), and whenever the parties desire to give or serve upon the other(s) any notice, demand, requests or other communication with respect to this Agreement or the Premises, each such notice, demand, request or other communication shall be deemed duly given if sent in writing prepaid registered or certified mail, return receipt requested, when deposited with the U.S. Postal Service, or if delivered to said address by hand, when so delivered and addressed to the parties at the addresses as follows or to such other address as the parties may specify in notice to the other(s):

Town of Raymond
401 Webb Mills Road
Raymond, ME 04071-0401
Attention: Code Enforcement Officer

Jeffrey Pomeroy
64 Egypt Road
Raymond, ME 04071

Department of Transportation - Region 1
51 Pleasant Hill Road
Scarborough, ME 04074
Attention: Kyle Hall, Region 1 Engineer

20. **SEVERABILITY.** If any provision in this Agreement is found by a court of law to be in violation of any ordinance, statute, law or public policy, and if such court should declare such

portion or provision of this Agreement to be illegal, invalid, unlawful, void or unenforceable as written then it is the intent of the parties that the rights, obligations and interest under the remainder of this Agreement shall continue in full force and effect to the extent reasonably possible. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

21. **ATTORNEYS' FEES.** In any legal action brought by the Town against Pomeroy to enforce any of the terms and conditions of this Agreement or otherwise relating to the Premises, the Town shall be entitled to all costs incurred in connection with such action, including all reasonable attorneys' fees, legal expenses and other reasonable costs.

22. **SUBORDINATION.** This Agreement and all the rights of parties hereunder are subject and subordinate to the DOT License Agreement and the IF&W Lease Agreement. Each party agrees that it will not, by its act or omission to act, cause a default under the DOT License Agreement and the IF&W Lease Agreement. In furtherance of the foregoing, the parties hereby confirm, each to the other, that it is not practical in this Agreement to enumerate all of the rights and obligations of the various parties under the DOT License Agreement and the IF&W Lease Agreement and specifically to allocate those rights and obligations in this Agreement. Accordingly, in order to protect the Town against a default by Pomeroy, which might cause a default or event of default by the Town under the DOT License Agreement and/or the IF&W Lease Agreement:

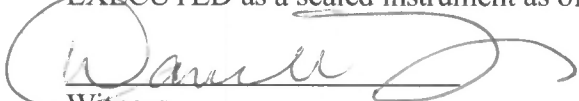
- (a) Pomeroy shall perform all affirmative covenants and shall refrain from performing any act which is prohibited by the negative covenants of the DOT License Agreement and the IF&W Lease Agreement, where the obligation to perform or refrain from performing is by its nature imposed upon the party in possession of the Premises.
- (b) The Town shall have no duty to perform any obligations of the DOT or the IF&W which are, by their nature, the obligation of an owner of real property. The Town shall have no responsibility for or be liable to Pomeroy for any default, failure or delay on the part of the DOT or the IF&W in the performance or observance by the DOT or the IF&W of any of its obligations under the DOT License Agreement and IF&W Lease Agreement, nor shall such default by the DOT or the IF&W affect this Agreement or waive or defer the performance of any of Pomeroy's obligations hereunder except to the extent that such default by the DOT or the IF&W excuses performance by the Town, under the DOT License Agreement and IF&W Lease Agreement.

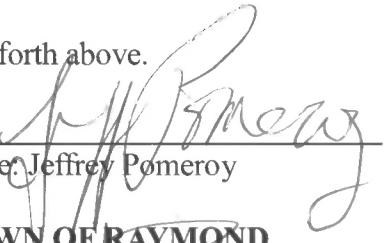
23. **APPLICATION OF THE TOWN'S PEDDLER'S ORDINANCE.** Pomeroy acknowledges and agrees that, with respect to his operation of the "floating café" on Sebago Lake adjacent to the Premises, he shall be considered a "peddler," as that term is defined in the Town's Peddler's Ordinance dated as of May 21, 1994, as amended (the "Peddler's Ordinance"), and shall be subject to all of the terms and conditions of the Peddler's Ordinance, except for Section VI(12) (pertaining to the size and daily removal of a peddler's cart) and Section VI(16) (requiring an application for a

Peddler's License to be made only for private property and only for the commercial zone). Pomeroy further acknowledges and agrees that Section VI(15) of the Peddler's Ordinance shall apply only to the extent that the insurance requirements placed on Pomeroy under this Agreement are at any time less restrictive than the insurance requirements set forth in Section VI(15).

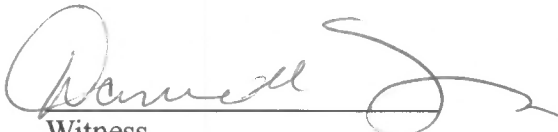
24. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement contains the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements, understandings or representations not specifically stated herein. No modification, supplement or amendment to or waiver of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by parties.

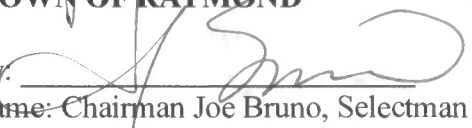
EXECUTED as a sealed instrument as of the date first set forth above.


Witness


By: 
Name: Jeffrey Pomeroy


TOWN OF RAYMOND



Witness

By: 
Name: Chairman Joe Bruno, Selectman



Witness

By: 
Name: Vice-Chair Lawrence Taylor, Selectman

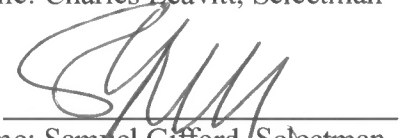

Witness

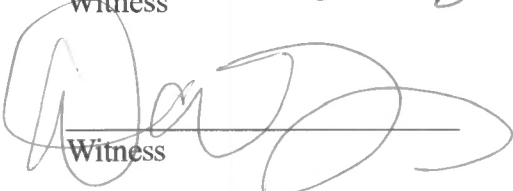
By: 
Name: Michael Reynolds, Selectman

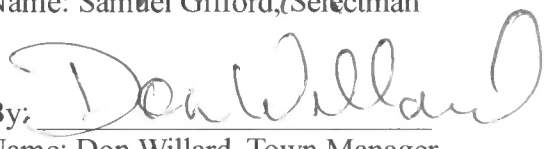

Witness

By: 
Name: Charles Leavitt, Selectman


Witness

By: 
Name: Samuel Gifford, Selectman


Witness

By: 
Name: Don Willard, Town Manager

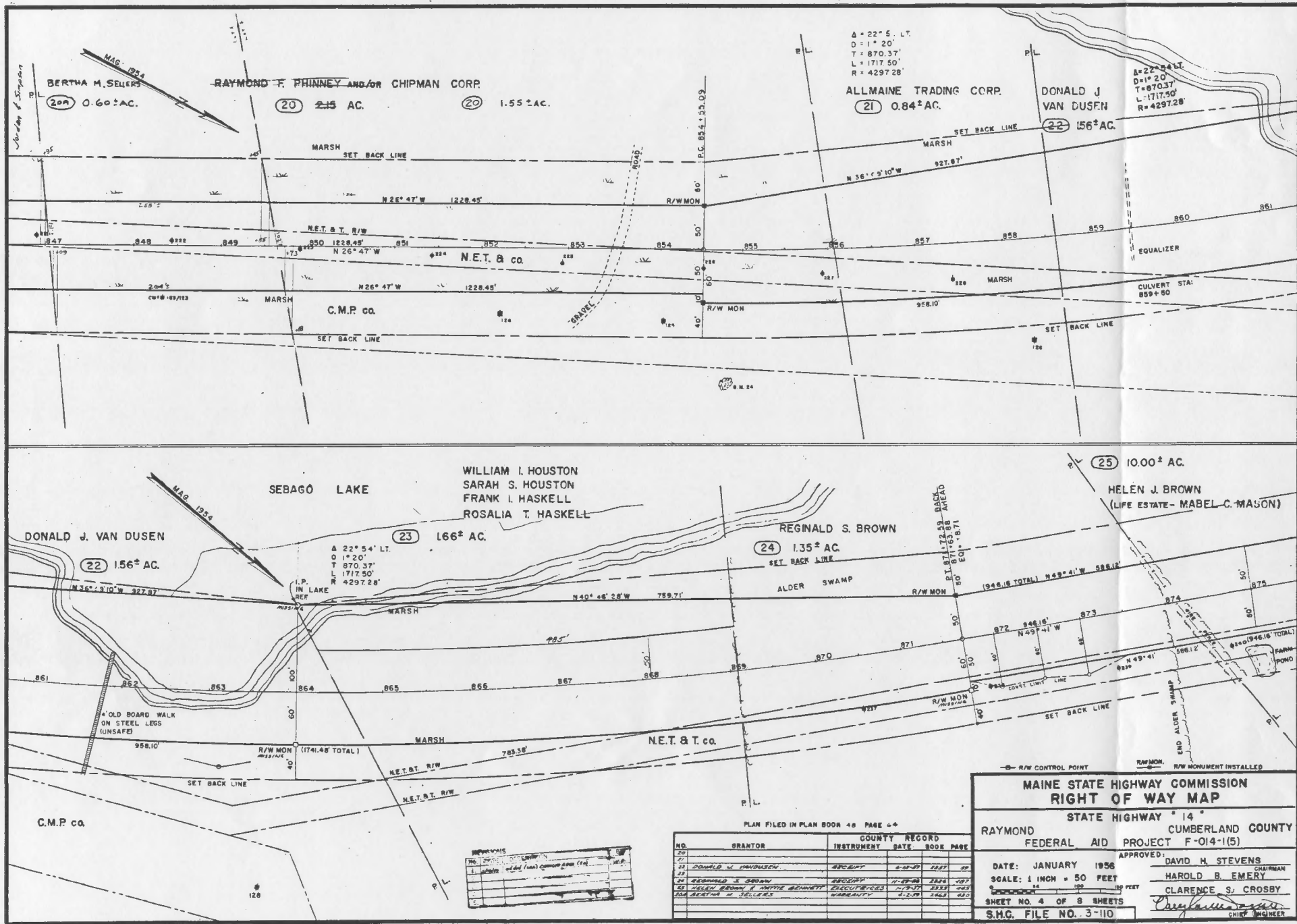
SEEN AND AGREED TO BY:

Cheyle Martin Hunt
Witness

STATE OF MAINE
Department of Transportation

By: [Signature]
Name: David Bernhardt
Its Commissioner

Exhibit A



FILED	INDEXED	CHECKED
DATE	DATE	DATE
BY	BY	BY
BY	BY	BY
BY	BY	BY
BY	BY	BY
BY	BY	BY
BY	BY	BY
BY	BY	BY
BY	BY	BY

NO.	DATE	DESCRIPTION	BY
1	1/1/54	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...

NO.	GRANTOR	COUNTY RECORD INSTRUMENT	DATE	BOOK	PAGE
20
21
22
23
24
25

MAINE STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
 STATE HIGHWAY 14
 RAYMOND FEDERAL AID PROJECT F-014-1(5)
 CUMBERLAND COUNTY

APPROVED: DAVID H. STEVENS, CHAIRMAN
 HAROLD B. EMERY
 CLARENCE S. CROSBY, CHIEF ENGINEER

DATE: JANUARY 1956
 SCALE: 1 INCH = 50 FEET
 SHEET NO. 4 OF 8 SHEETS
 S.H.C. FILE NO. 3-110

PLAN FILED IN PLAN BOOK 48 PAGE 64

Exhibit B

0016528

BK15389PG090

QUITCLAIM WITH COVENANT DEED

TRUSTEES OF ST. JOSEPH'S COLLEGE, a Maine non-profit corporation of the Town of Standish, County of Cumberland and State of Maine ("Grantor"), for consideration paid, grants to the **STATE OF MAINE**, acting by and through its **DEPARTMENT OF INLAND FISHERIES AND WILDLIFE**, pursuant to 12 M.R.S.A., Chapter 713, as amended, and its successors and assigns forever, with a mailing address of 41 State House Station, Augusta, ME 04333-0041 ("Grantee"), **WITH QUITCLAIM COVENANTS**, the following described premises:

A certain lot or parcel of land located on the southwesterly side of State Route 302 in Raymond, Maine and being adjacent to **Jordan Bay** in Sebago Lake, all as more fully set forth and described in **EXHIBIT A** attached hereto and made a part hereof.

Being a portion of the premises acquired by warranty deed dated November 29, 1994 from Harold S. Jones et ux, recorded in the Cumberland County Registry of Deeds in Book 11730, Page 22.

MAINE REAL ESTATE TAX PAID

SUBJECT TO the following easements, to the extent the same may affect the premises:

1. Land and easements taken by the State Highway Commission of the State of Maine for the new location of Route 302 by Notice of Layout and Taking dated June 27, 1956, recorded with said Registry in Book 2299, Page 11;
2. Easement deed for a thirty (30) foot wide pole line granted by Carl E. Leach and Robert W. Leach to New England Telephone and Telegraph Company dated January 16, 1933 recorded with said Registry in Book 1414, Page 258; and
3. Easement deed for a pipe line granted by Frank I. Haskell, Rosalia T. Haskell, William I. Houston and Sarah S. Houston to Portland Pipe Line Company dated August 13, 1941 recorded with said Registry in Book 1646, Page 159.
4. Easement deeds for pipelines granted by Trustees of Saint Joseph's College to Portland Natural Gas Transmission System, dated November 15, 1997 and November 5, 1997, and recorded in said Registry of Deeds in Book 13537, Page 294 and in Book 14062, Page 263, respectively.
5. Certificate of Administrative Approval by the Town of Raymond dated March 1, 2000 and recorded in said Registry in Book 15383, Page 69.

TOGETHER WITH all right, title and interest of the Grantor, without covenant, in and to all submerged lands adjacent to the within conveyed premises and all right, title and interest of the Grantor, without covenant, below the high water mark of Sebago Lake to the natural low water mark of said Lake.

EXHIBIT A

Deed from Trustees of St. Joseph's College
To the State of Maine,
Acting by and through its Department of Inland Fisheries and Wildlife

The land in Raymond, County of Cumberland and State of Maine, bounded and described more particularly as follows:

Beginning at a point on the southwesterly sideline of State of Maine Route 302 in said Raymond, the right of way for which is more fully described in the Notice of Layout and Taking by the State Highway Commission of the State of Maine for the new location of Route 302 dated June 27, 1956, recorded in the Cumberland County Registry of Deeds in Book 2299, Page 11 ("Route 302"), at its intersection with the northwesterly line of land conveyed to Trustees of St. Joseph's College by Harold S. Jones and Winnifred A. Jones in deed dated November 29, 1994 and recorded in said Registry in Book 11730, Page 22 (the "Trustees' Land");

Thence, southeasterly along the southwesterly sideline of Route 302 to the southeasterly line of said Trustees' Land;

Thence, southwesterly by said southeasterly line of the Trustees' Land to Sebago Lake;

Thence, northwesterly by Sebago Lake to land now or formerly of R.S. Brown and said northwesterly line of the Trustees' Land;

Thence, northeasterly by said northwesterly line of the Trustees' Land to the POINT OF BEGINNING.

Meaning and intending to convey all that portion of the land conveyed by deed to Trustees of St. Joseph's College recorded in Book 11730, Page 22 as lies on the southwesterly side of State of Maine Route 302.

Said deed from Harold S. Jones and Winnifred A. Jones to Trustees of St. Joseph's College dated November 29, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11730, Page 22, describes land on the southwesterly side of County Road. County Road is the former Route 302 and the former Roosevelt Trail, and now is known as Route 121 and Main Street.

Together with all right, title and interest of the Grantor, without covenant, in and to the fee interest in those portions of Route 302 to the centerline thereof as lie adjacent to the within conveyed premises.

RECEIVED
RECORDED REGISTRY OF DEEDS

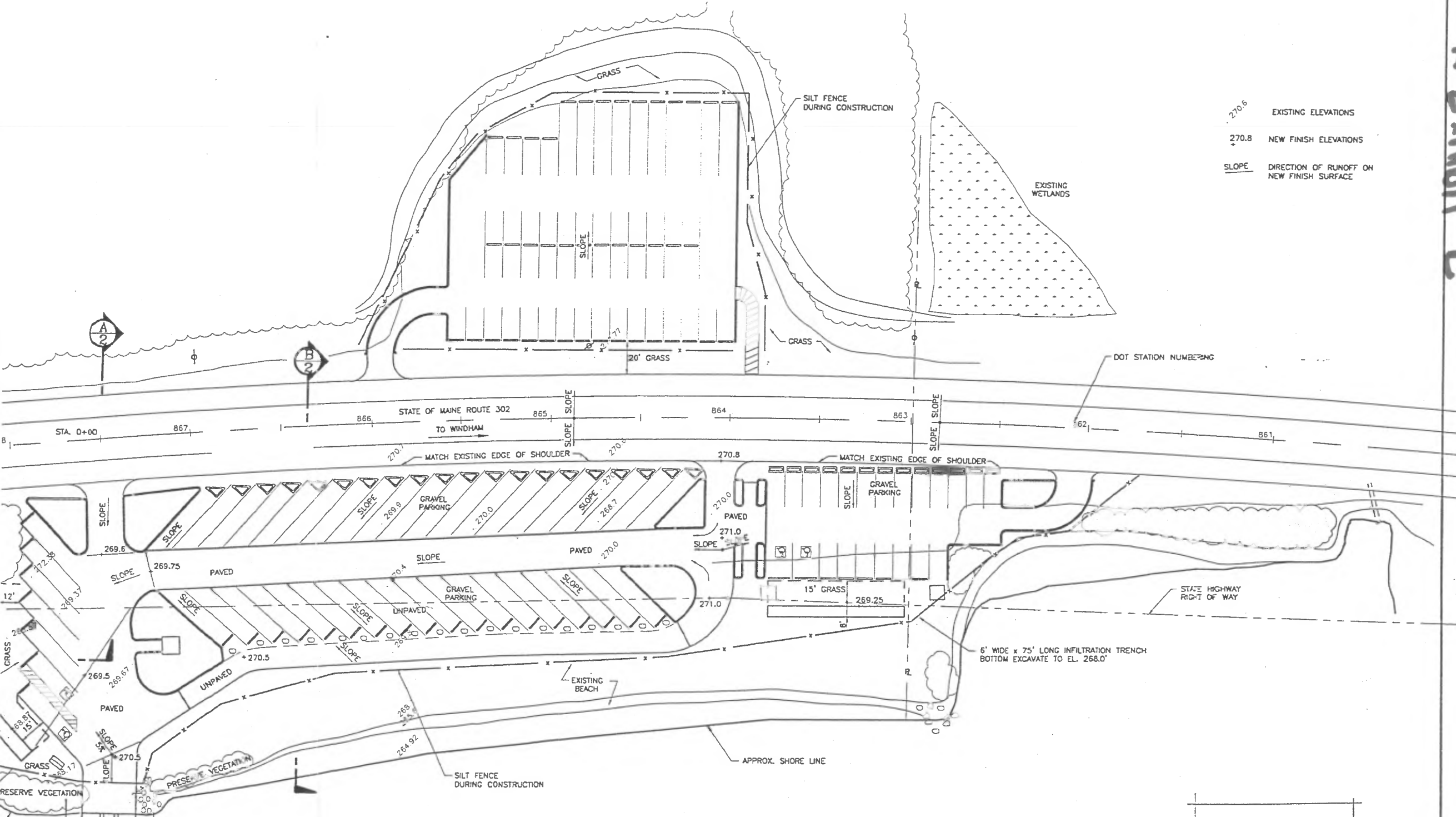
2000 MAR 29 AM 11: 23

CUMBERLAND COUNTY

John B. O'Brien

Exhibit C

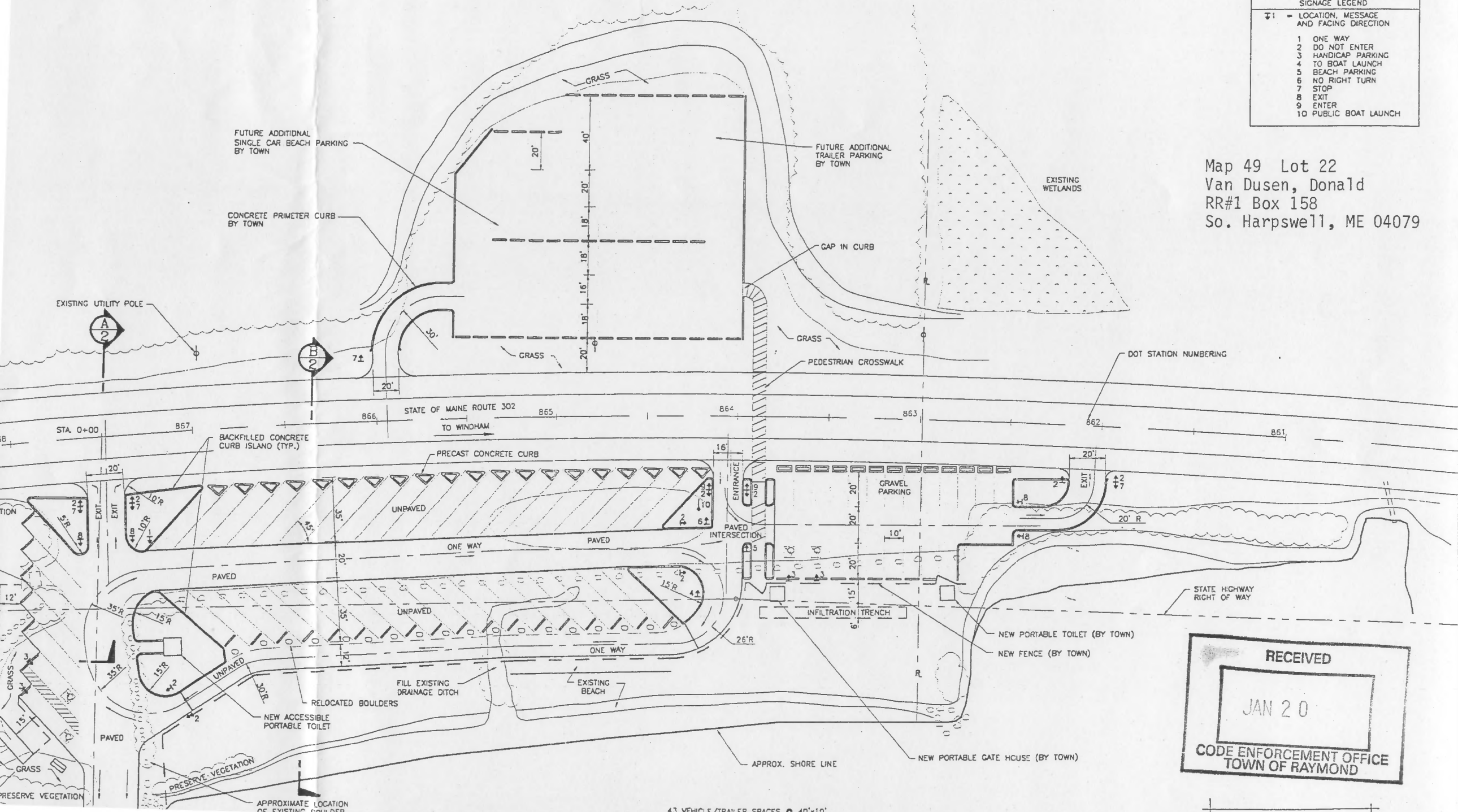
- 270.6 EXISTING ELEVATIONS
- 270.8 NEW FINISH ELEVATIONS
- SLOPE DIRECTION OF RUNOFF ON NEW FINISH SURFACE



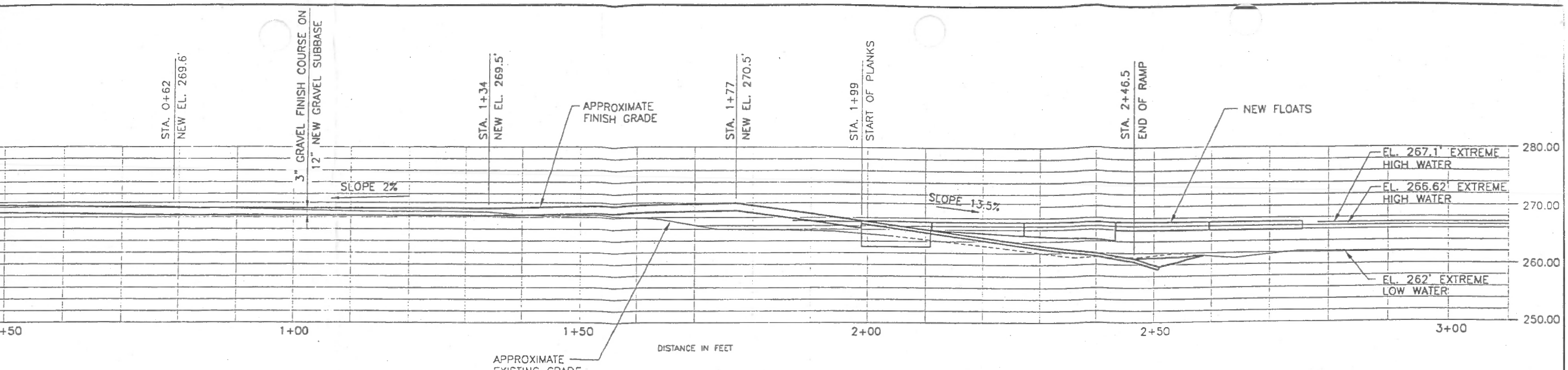
PROPOSED DRIVE

SIGNAGE LEGEND	
↓	LOCATION, MESSAGE AND FACING DIRECTION
1	ONE WAY
2	DO NOT ENTER
3	HANDICAP PARKING
4	TO BOAT LAUNCH
5	BEACH PARKING
6	NO RIGHT TURN
7	STOP
8	EXIT
9	ENTER
10	PUBLIC BOAT LAUNCH

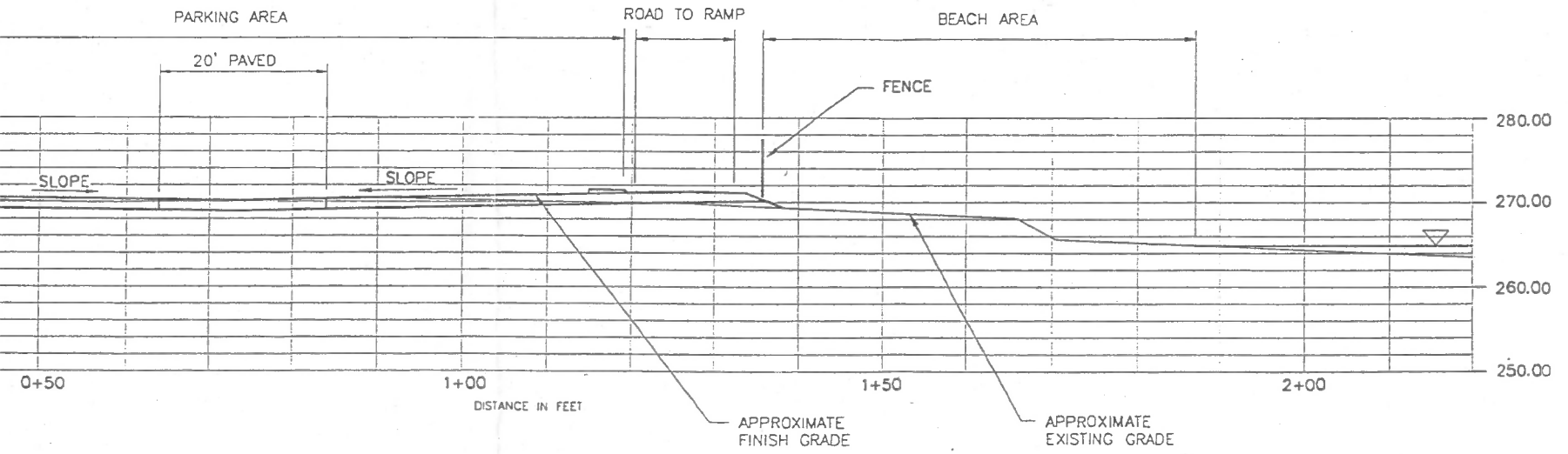
Map 49 Lot 22
 Van Dusen, Donald
 RR#1 Box 158
 So. Harpswell, ME 04079



RECEIVED
 JAN 20
 CODE ENFORCEMENT OFFICE
 TOWN OF RAYMOND



RAMP PROFILE A
1" = 20'-0"



PARKING/BEACH PROFILE B
1" = 20'-0"

20'-0" UNIFORM LEVEL AT EL. 269.25' THIS EDGE

PROGRESS PRINT
12/14/99

Raymond Beach



Roosevelt Trl

200

100

0

200 Feet





STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

LEGAL SERVICES Tel: (207) 624-3020 Fax: (207) 624-3021
MDOT TTY TEL: (207) 287-3392

May 18, 2011

VIA FEDERAL EXPRESS

Jeffrey Pomeroy
64 Egypt Road
Raymond, ME 04071

Re: Town of Raymond Agreement

Dear Jeff:

Enclosed is the agreement between the Town of Raymond and yourself regarding the use of MaineDOT and Town owned property in Raymond. The Commissioner of Transportation has approved the agreement.

Please ask the Town Manager to date (first page) and sign the agreement. Please also return a photocopy of the fully signed document (without the exhibits) to my attention at: MaineDOT Property Office, 16 State House Station, Augusta, ME 04333-0016.

Thank you, and good luck with your management operations at the Raymond landing.

Sincerely,

Amy E. Hughes
Legal Administrator

AEH/st
enclosure



PRINTED ON RECYCLED PAPER

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

Subject: Restructuring RFD

Date: Mon, 31 Oct 2011 08:59:48 -0400

From: Denis Morse <morse@maine.rr.com>

To: don willard
<don.willard@raymondmaine.org>

Don,

Over the past 6 months Bruce, Cathy and I have been reviewing the department from a business and operational perspective. We have several financial and regional on-going projects such as the Casco, Naples and Raymond consolidation study, the contracts between abutting towns, and the 5-10 year CIP needs etc. We have also seen an ever increasing filing and reporting demand (150 911 calls during past hurricane alone) that continues to overwhelm our resources, so to this end we have decided to restructure the administration. My role will be reduced with the completion of multi-year contracts with Gray, Frye Island, the completed CIP program, a plan B if regional plan fails, and the part-time reestablishment of an Administrative Assistant. As the process moves forward my compensation will be reduced and moved to the areas needing funding to the best of our ability. We will perform all tasks necessary within our budget and upon completion be a better department for it. Assistant Chief Tupper has done a great job and will, if approved by you and the BOS become the new Fire/Rescue Chief and I will be acting in an Business Manager role for the remaining budget year unless you feel differently. It has always been a pleasure and privilege to serve as Raymond's Chief but Bruce has worked diligently and professionally in his role and deserves to be the Chief in so many ways. When we hired him, I promised to step down when the time was right and with this group of officers and my personal demands the time seems to be right. I will forward more details concerning on-going projects with expected completion times in the near future. Thanks for all you do and the support as we move forward. Denis

October 31, 2011, 2:37pm. Don Willard Responded:

Good afternoon Denis,

First, I want to thank you for your service over the past thirteen years as Raymond Fire Chief. You have brought the town far forward in so many ways and have done it mostly through innovation and using creativity as opposed to large increases in municipal expenditures as we so often see in other like agencies. For this in my view you deserve the towns sincere thanks and appreciation. You certainly have earned my respect for a job well done and exceeded all job performance expectations.

As for the request at hand, I intend to recommend Assistant Chief, Bruce Tupper for Fire Chief with appointment confirmation by the BOS at their November 22, 2011 regular meeting. It is also my intention to approve the creation of the Business Manager position with the new Chief. To do this transition in a revenue neutral way is in keeping with the fiscally responsible stance you have always taken toward improving the PSD.

I will coordinate the necessary internal changes with you, Bruce and Nancy over the next few weeks. Once again, thank you for your service, I have enjoyed working with you as Chief and look forward to your continued leadership and success in your new PSD role.

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



The Town of Raymond Needs Volunteers
To Serve on Various Boards and Committees

If you are a Raymond resident and interested in serving on any of the following committees or boards, please fill in the information below. The Board of Selectmen will consider all applications and make decisions for filling a number of positions over the next few weeks and over the next year. Not all committees and boards currently have openings, however, vacancies occur on a regular basis.

Listing of Boards and Committees:

- Appeals Board
- Cable TV Committee
- Cemetery Committee
- Conservation Commission and Committee
- Comprehensive Plan Implementation Committee
- Flag Committee
- One Raymond Committee
- Planning Board
- Raymond Recreation Assoc.
- Recycling Committee
- Route 302 Beautification Committee
- Tassel Top Park Board of Directors
- Technology Committee
- Town Office/Library Building Committee
- Veteran's Memorial Committee

Please complete this form and submit to Louise Lester, Town Clerk, Town Office, 401 Webbs Mills Road, Raymond, Maine 04071.

Name:	Dan West
Mailing Address:	21 Martin Hts
Telephone Number:	207-655-9203
Occupation:	Retired military - Full-time Student
E-mail Address:	dan@mainebroker.org

SJC

Boards and/or committees you are interested in (please list in order of preference):

1. Recycling Committee
2. Planning Board
3. Veteran's Memorial Committee

Why are you interested in the board and/or committee chosen above?

I have an interest in saving natural resources.
I am entering the field of Social Work.
I am retired military and want to "give back"

What contributions and benefits can you bring to the Town of Raymond?

21 years military service in customer service.
7 years in Real Estate

What talents and skills do you feel you would contribute to this position?

Strong Administrative + Communication skills.

What do you feel is the responsibility of the boards and/or committees you chose?

Bring the community together, help the environment, honor veterans, stimulate town growth to attract business.

What municipal boards, volunteer organizations, or community service groups/committees have you worked with in the past and for what length of time?

Chair, Sanford GOP - 3 months
The Root Cellar - Volunteered - Service 2 days.
Windham Correctional Facility - volunteered with Chaplain.

Will your schedule be flexible enough to allow you to attend meetings on a regular basis?

yes

Are you familiar with the Comprehensive Plan as adopted by the Town of Raymond?

no

Please feel free to comment on any consideration or aspect of your interest to board or committees that will directly benefit the overall advancement of the Town of Raymond.

I am mostly interested in getting the word out to neighbors about recycling and increasing participation.

Thank you for your interest in the Town of Raymond!

***** DRAFT *****
Town of Raymond
FY 2012/2013
Budget Development Schedule

- **November 22, 2011, Tuesday, 7:00 p.m., Broadcast Studio** – Board of Selectmen to review/revise draft 2012/2013 FY budget schedule and set directive for budget process
- **December 19, 2011, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to have organizational meeting and review draft budget schedule
- **December 30, 2011, Friday** - Town Manager submits standardized instructions and directives to Department Heads for budget requests, which are to be returned to the Town Manager by January 20, 2012.
- **January 20, 2012, Friday** – All municipal budgets, including CIP, are submitted to the Town Manager
- **February 10, 2012, Friday** – Town Manager submits budget to the Board of Selectmen and Budget/Finance Committee.
- **February 21, 2012, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen and Budget/Finance Committee review proposed municipal budget expenditures and projected non property tax revenues
- **March 13, 2012, Tuesday, 7:00 p.m., Broadcast Studio** – Selectmen consider (vote) recommended municipal budget.
- **March 26, 2012, Monday, 7:00 p.m., Broadcast Studio** – Budget/Finance Committee to consider/vote on recommended municipal budget
- **April 25, 2012, Wednesday** - Budget to be submitted to the printers.
- **June 5, 2012, Tuesday** – Annual Town Meeting