

SELECTMEN'S EPACKET
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May 10, 2011

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BOARD OF SELECTMEN
AGENDA
May 10, 2011
7:00 p.m.
Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated:**
 - **April 5, 2011**
 - **April 12, 2011**
 - **April 19, 2011**
- 3) **New business.**
 - a) **State Valuation Overview Presentation- Supervisor Mike Rogers, Maine Revenue Services**
 - b) **Update and Possible Signing of Lease Agreement for Management of Raymond Beach- Jeff Pomeroy**
 - c) **Re-examination of Tax Acquired Property Breach of Agreement David Carey**
 - d) **Consideration of RSU#14 Warrants Election and Budget Referendum- Town Clerk Louise Lester**
 - e) **Selectmen Appointment of 2011 Ballot Clerks and Wardens- Town Clerk Louise Lester**
 - f) **Policy Review: Draft Fraud Policy- Finance Director Nancy Yates**
- 4) **Old (unfinished) business.**
 - a) **Request for Recall Ordinance- Jack Fitch and Frank McDermott**
- 5) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 6) **Town Manager Report and Communications.**
 - a) **Confirm date for next regular meeting:**
 - **June 14, 2011**
 - b) **Annual Town meeting**
 - **June 7, 2011 starting at 7:00pm at Jordan-Small Middle School Gym**
 - c) **Election of Town Officials**
 - **June 14, 2011 from 7am-8pm at Jordan-Small Middle School Gym**

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

7) Selectmen Communications. This agenda item is for the general discussion of non-agenda items by the Board of Selectmen, and for the purpose of introducing future topics for discussion. No action will be taken. Previously considered agenda items cannot be addressed under Selectmen communications unless approved by formal vote of the Board of Selectmen.

8) Fiscal Warrants – Payroll and Appropriation Warrants – May 10, 2011

9) Adjournment.

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

Board of Selectmen Agenda, May 10, 2011

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Deadline for next Agenda: June 3, 2011



BOARD OF SELECTMEN
AGENDA
May 10, 2011
7:00 p.m.
Broadcast Studio

SELECTMEN'S MEETING

- 1) **Call to order.**
- 2) **Minutes of previous meeting dated:**
 - **April 5, 2011**
 - **April 12, 2011**
 - **April 19, 2011**
- 3) **New business.**
 - a) **State Valuation Overview Presentation- Supervisor Mike Rogers, Maine Revenue Services**

Budget Finance Committee member Peter Dunn expressed interest in learning more about the State Valuation process and related annual calculations for Raymond. Mr. Rogers will present a brief overview of this process and answer related questions. Attached to ePacket is the Cumberland County State Valuation spreadsheet for 1986 to the present.

- b) **Update and Possible Signing of Lease Agreement for Management of Raymond Beach- Jeff Pomeroy**

At the February 8, 2011 Selectmen's meeting, Jeff Pomeroy presented the details for his proposed beach management plan. The plans included beach supervision, daily clean up and a floating, boat accessible restaurant. The Selectmen granted concept approval and asked that Mr. Pomeroy develop his business plan more thoroughly and present them with plans.

After working closely with department heads and CEO Chris Hanson, Mr. Pomeroy came to the April 5, 2011 meeting seeking conditional approval to begin construction. The Selectmen were encouraged by the progress that Mr. Pomeroy had made in such a short amount of time and decided to begin drafting a lease agreement that would meet the concerns and interests of all parties involved to be discussed at the April 12, 2011 workshop, the Selectmen voted to grant conditional approval to Mr. Pomeroy subject to all the conditions/approvals of the agreement, the Town would sign enter into a contract with him, and give him a license to open for Memorial Day weekend.

- c) **Re-examination of Tax Acquired Property Breach of Agreement David Carey**

At the beginning of the year, the Selectmen made the decision to sell Tax Acquired Properties, including five parcels formerly belonging to Mr. Carey and his family. Because Mr. Carey brought forward a significant payment and made a payment arrangement for the balance, the properties were removed from the sale list. Mr. Carey has since defaulted on his payments and four of the properties have now gone into foreclosure for the 2010 balance. Attached to the ePacket is a memo from Executive Assistant Danielle Loring informing the Selectmen of Mr. Carey's delinquent taxes.

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

d) Consideration of RSU#14 Warrants for Election and Budget Referendum- Town Clerk Louise Lester

Town Clerk Louise Lester will be presenting the 2011 RSU#14 warrants for Selectmen approval. See warrants attached to the ePacket.

e) Selectmen Appointment of 2011 Ballot Clerks and Wardens- Town Clerk Louise Lester

Town Clerk Louise Lester will be presenting a list of ballot clerks, attached to ePacket, for Selectmen consideration and possible approval.

f) Policy Review: Draft Fraud Policy- Finance Director Nancy Yates

Attached to the ePacket is a draft fraud policy recommended by the Town's auditors for Selectmen consideration, feedback and/or possible approval as presented.

4) Old (unfinished) business.

a) Request for Recall Ordinance- Jack Fitch and Frank McDermott

Raymond Residents, Jack Fitch and Frank McDermott, asked the Board of Selectmen to consider creating an Elected Official's Recall Ordinance at their April 5, 2011 meeting, as authorized by 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 the ePacket are examples of Recall Ordinances from various towns including Casco, Skowhegan, Palmyra and Minot. The Selectmen decided to table this matter until either or both of the citizens interested could be present for discussion.

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

6) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **June 14, 2011**

b) Annual Town meeting

- **June 7, 2011 starting at 7:00pm at Jordan-Small Middle School Gym**

c) Election of Town Officials

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8) Fiscal Warrants – Payroll and Appropriation Warrants – May 10, 2011

9) Adjournment.

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

STATE VALUATION

MUNICIPALITY	S.V. 1986 \$ (000)'S (BASE YEAR)	S.V. 1987 \$ (000)'S	% CHG	S.V. 1988 \$ (000)'S	% CHG	S.V. 1989 \$ (000)'S	% CHG	S.V. 1990 \$ (000)'S	% CHG	S.V. 1991 \$ (000)'S	% CHG	S.V. 1992 \$ (000)'S	% CHG	S.V. 1993 \$ (000)'S
WALDO COUNTY														
BELFAST	\$100,300	\$113,550	13.21	\$126,550	11.45	\$164,200	29.75	\$233,700	42.33	\$265,350	13.54	\$273,850	3.20	\$275,950
BELMONT	\$7,350	\$7,800	6.12	\$8,650	10.90	\$12,800	47.98	\$13,750	7.42	\$16,950	23.27	\$19,600	15.63	\$20,550
BROOKS	\$12,600	\$13,150	4.37	\$14,400	9.51	\$16,050	11.46	\$22,150	38.01	\$26,250	18.51	\$26,100	-0.57	\$27,700
BURNHAM	\$20,350	\$21,850	7.37	\$23,100	5.72	\$25,950	12.34	\$29,350	13.10	\$35,000	19.25	\$38,700	10.57	\$37,900
FRANKFORT	\$8,700	\$9,450	8.62	\$10,300	8.99	\$12,200	18.45	\$17,550	43.85	\$21,900	24.79	\$23,750	8.45	\$21,800
FREEDOM	\$7,650	\$8,100	5.88	\$8,750	8.02	\$10,000	14.29	\$12,100	21.00	\$14,750	21.90	\$15,300	3.73	\$16,350
ISLEBORO	\$43,500	\$50,500	16.09	\$61,700	22.18	\$76,750	24.39	\$102,550	33.62	\$143,550	39.98	\$179,700	25.18	\$194,300
JACKSON	\$6,450	\$7,250	12.40	\$8,300	14.48	\$9,250	11.45	\$10,750	16.22	\$11,950	11.16	\$13,800	15.48	\$14,350
KNOX	\$10,250	\$11,000	7.32	\$11,800	7.27	\$13,650	15.68	\$17,550	28.57	\$17,700	0.85	\$18,600	5.08	\$20,950
LIBERTY	\$17,600	\$17,850	1.42	\$20,650	15.69	\$23,200	12.35	\$29,200	25.86	\$32,850	12.50	\$37,900	15.37	\$41,800
LINCOLNVILLE	\$46,400	\$53,500	15.30	\$60,600	13.27	\$78,800	30.03	\$105,050	33.31	\$126,600	20.51	\$142,600	12.64	\$128,550
MONROE	\$13,400	\$14,200	5.97	\$15,100	6.34	\$17,450	15.56	\$22,750	30.37	\$25,150	10.55	\$31,150	23.86	\$31,700
MONTVILLE	\$11,600	\$12,350	6.47	\$13,150	6.48	\$15,550	18.25	\$19,550	25.72	\$24,750	26.60	\$26,100	5.45	\$27,150
MORRILL	\$8,200	\$8,550	4.27	\$9,200	7.60	\$10,950	19.02	\$14,400	31.51	\$17,200	19.44	\$20,600	19.77	\$20,700
NORTHPORT	\$35,750	\$38,650	8.11	\$45,000	16.43	\$54,750	21.67	\$83,900	53.24	\$104,050	24.02	\$114,050	9.61	\$112,650
PALERMO	\$20,400	\$21,850	7.11	\$23,550	7.78	\$29,700	26.11	\$35,300	18.86	\$47,200	33.71	\$50,500	6.99	\$54,950
PROSPECT	\$8,900	\$9,300	4.49	\$9,950	6.99	\$11,450	15.08	\$13,550	18.34	\$17,450	28.78	\$18,500	6.02	\$16,750
SEARSMONT	\$20,750	\$24,400	17.59	\$26,650	9.22	\$28,400	6.57	\$31,350	10.39	\$36,200	15.47	\$41,700	15.19	\$47,600
SEARSPORT	\$58,200	\$62,400	7.22	\$71,050	13.86	\$85,100	19.77	\$100,800	18.45	\$127,650	26.64	\$142,500	11.63	\$129,400
STOCKTON SPRINGS	\$23,850	\$25,400	6.50	\$27,700	9.06	\$33,800	22.02	\$44,350	31.21	\$55,900	26.04	\$64,700	15.74	\$67,500
SWANVILLE	\$14,300	\$15,900	11.19	\$17,500	10.06	\$21,650	23.71	\$27,250	25.87	\$38,050	39.63	\$40,900	7.49	\$42,650
THORNDIKE	\$11,300	\$12,100	7.08	\$12,850	6.20	\$15,500	20.62	\$15,950	2.90	\$17,950	12.54	\$18,100	0.84	\$19,850
TROY	\$9,700	\$10,300	6.19	\$11,650	13.11	\$12,950	11.16	\$15,350	18.53	\$17,550	14.33	\$20,000	13.96	\$22,200
UNITY	\$22,550	\$23,700	5.10	\$25,650	8.23	\$28,750	12.09	\$32,800	14.09	\$42,750	30.34	\$43,250	1.17	\$44,650
WALDO	\$7,350	\$7,750	5.44	\$8,500	9.68	\$9,450	11.18	\$11,200	18.52	\$13,200	17.86	\$13,600	3.03	\$14,350
WINTERPORT	\$37,450	\$43,150	15.22	\$46,600	8.00	\$53,900	15.67	\$63,850	18.46	\$85,050	33.20	\$93,600	10.05	\$87,450
WALDO COUNTY	\$584,850	\$644,000	10.11	\$718,900	11.63	\$872,200	21.32	\$1,126,050	29.10	\$1,382,950	22.81	\$1,529,150	10.57	\$1,539,750

STATE VALUATION

MUNICIPALITY	% CHG	S.V. 1994 \$ (000)'S	% CHG	S.V. 1995 \$ (000)'S	% CHG	S.V. 1996 \$ (000)'S	% CHG	S.V. 1997 \$ (000)'S	% CHG	S.V. 1998 \$ (000)'S	% CHG	S.V. 1999 \$ (000)'S	% CHG	S.V. 2000 \$ (000)'S	% CHG
WALDO COUNTY															
BELFAST	0.77	\$268,500	-2.70	\$266,650	-0.69	\$279,000	4.63	278,050	-0.34	\$313,600	12.79	\$339,900	8.39	\$390,400	14.86
BELMONT	4.85	\$22,000	7.06	\$23,600	7.27	\$23,900	1.27	24,100	0.84	\$23,750	-1.45	\$24,000	1.05	\$25,000	4.17
BROOKS	6.13	\$29,600	6.86	\$28,750	-2.87	\$29,900	4.00	30,000	0.33	\$29,400	-2.00	\$30,350	3.23	\$31,900	5.11
BURNHAM	-2.07	\$37,600	-0.79	\$36,600	-2.66	\$39,100	6.83	41,200	5.37	\$42,900	4.13	\$44,000	2.56	\$45,950	4.43
FRANKFORT	-8.21	\$24,600	12.84	\$24,950	1.42	\$25,650	2.81	26,250	2.34	\$27,750	5.71	\$29,650	6.85	\$31,450	6.07
FREEDOM	6.86	\$18,000	10.09	\$18,500	2.78	\$17,500	-5.41	19,450	11.14	\$21,050	8.23	\$24,200	14.96	\$23,300	-3.72
ISLEBORO	8.12	\$194,800	0.26	\$201,500	3.44	\$190,750	-5.33	201,350	5.56	\$183,300	-8.96	\$186,800	1.91	\$197,750	5.86
JACKSON	3.99	\$15,150	5.57	\$15,400	1.65	\$15,450	0.32	15,250	-1.29	\$16,450	7.87	\$16,650	1.22	\$17,250	3.60
KNOX	12.63	\$21,850	4.30	\$22,450	2.75	\$24,050	7.13	23,900	-0.62	\$23,950	0.21	\$24,650	2.92	\$25,850	4.87
LIBERTY	10.29	\$46,350	10.89	\$45,000	-2.91	\$45,500	1.11	46,250	1.65	\$45,500	-1.62	\$44,450	-2.31	\$48,200	8.44
LINCOLNVILLE	-9.85	\$129,200	0.51	\$133,750	3.52	\$140,000	4.67	146,850	4.89	\$146,550	-0.20	\$146,950	0.27	\$158,100	7.59
MONROE	1.77	\$31,250	-1.42	\$32,000	2.40	\$33,350	4.22	32,900	-1.35	\$35,100	6.69	\$34,950	-0.43	\$39,750	13.73
MONTVILLE	4.02	\$29,200	7.55	\$27,000	-7.53	\$26,950	-0.19	28,400	5.38	\$30,450	7.22	\$30,400	-0.16	\$34,400	13.16
MORRILL	0.49	\$20,800	0.48	\$21,800	4.81	\$22,100	1.38	22,450	1.58	\$22,150	-1.34	\$22,600	2.03	\$23,600	4.42
NORTHPORT	-1.23	\$100,000	-11.23	\$101,400	1.40	\$101,150	-0.25	105,000	3.81	\$105,550	0.52	\$114,200	8.20	\$118,850	4.07
PALERMO	8.81	\$58,250	6.01	\$62,850	7.90	\$62,800	-0.08	63,200	0.64	\$63,400	0.32	\$67,500	6.47	\$72,650	7.63
PROSPECT	-9.46	\$16,150	-3.58	\$17,500	8.36	\$18,250	4.29	19,400	6.30	\$19,950	2.84	\$19,950	0.00	\$20,400	2.26
SEARSMONT	14.15	\$50,350	5.78	\$52,800	4.87	\$53,400	1.14	56,400	5.62	\$58,050	2.93	\$60,150	3.62	\$63,700	5.90
SEARSPORT	-9.19	\$133,300	3.01	\$130,200	-2.33	\$118,300	-9.14	121,750	2.92	\$121,900	0.12	\$127,200	4.35	\$130,450	2.56
STOCKTON SPRINGS	4.33	\$69,500	2.96	\$68,250	-1.80	\$66,350	-2.78	66,500	0.23	\$68,750	3.38	\$71,350	3.78	\$74,450	4.34
SWANVILLE	4.28	\$39,900	-6.45	\$44,500	11.53	\$43,250	-2.81	42,600	-1.50	\$45,700	7.28	\$47,100	3.06	\$48,900	3.82
THORNDIKE	9.67	\$19,650	-1.01	\$19,800	0.76	\$21,450	8.33	23,050	7.46	\$21,950	-4.77	\$23,950	9.11	\$26,500	10.65
TROY	11.00	\$23,850	7.43	\$22,850	-4.19	\$23,950	4.81	24,300	1.46	\$26,050	7.20	\$25,050	-3.84	\$26,450	5.59
UNITY	3.24	\$49,750	11.42	\$53,250	7.04	\$55,400	4.04	55,950	0.99	\$57,000	1.88	\$56,300	-1.23	\$56,700	0.71
WALDO	5.51	\$15,000	4.53	\$15,350	2.33	\$16,200	5.54	17,250	6.48	\$18,750	8.70	\$19,050	1.60	\$20,550	7.87
WINTERPORT	-6.57	\$90,500	3.49	\$91,400	0.99	\$96,000	5.03	103,250	7.55	\$106,150	2.81	\$111,750	5.28	\$112,250	0.45
WALDO COUNTY	0.69	\$1,555,100	1.00	\$1,578,100	1.48	\$1,589,700	0.74	\$1,635,050	2.85	\$1,675,100	2.45	\$1,743,100	4.06	\$1,864,750	6.98

STATE VALUATION

MUNICIPALITY	S.V. 2001 \$ (000)'S	% CHG	S.V. 2002 \$ (000)'S	% CHG	S.V. 2003 \$ (000)'S	% CHG	S.V. 2004 \$ (000)'S	% CHG	S.V. 2005 \$ (000)'S	% CHG	S.V. 2006 \$ (000)'S	% CHG	S.V. 2007 \$ (000)'S	% CHG
WALDO COUNTY														
BELFAST	\$420,200	7.63	\$488,750	16.31	\$607,450	24.29	\$675,600	11.22	\$686,100	1.55	\$727,900	6.09	\$782,650	7.52
BELMONT	\$26,500	6.00	\$30,250	14.15	\$35,550	17.52	\$42,300	18.99	\$47,650	12.65	\$49,050	2.94	\$52,200	6.42
BROOKS	\$35,100	10.03	\$36,450	3.85	\$38,350	5.21	\$39,600	3.26	\$41,800	5.56	\$51,400	22.97	\$55,700	8.37
BURNHAM	\$46,500	1.20	\$47,950	3.12	\$52,150	8.76	\$56,100	7.57	\$73,250	30.57	\$77,850	6.28	\$82,950	6.55
FRANKFORT	\$33,100	5.25	\$43,200	30.51	\$43,650	1.04	\$46,100	5.61	\$53,750	16.59	\$58,050	8.00	\$66,150	13.95
FREEDOM	\$23,000	-1.29	\$24,500	6.52	\$25,900	5.71	\$28,850	11.39	\$35,000	21.32	\$36,500	4.29	\$40,500	10.96
ISLEBORO	\$214,950	8.70	\$256,150	19.17	\$303,100	18.33	\$331,050	9.22	\$394,800	19.26	\$483,000	22.34	\$615,200	27.37
JACKSON	\$18,650	8.12	\$20,100	7.77	\$21,050	4.73	\$23,050	9.50	\$25,100	8.89	\$29,200	16.33	\$31,500	7.88
KNOX	\$27,500	6.38	\$29,550	7.45	\$31,950	8.12	\$34,100	6.73	\$37,250	9.24	\$41,950	12.62	\$42,450	1.19
LIBERTY	\$53,400	10.79	\$60,700	13.67	\$64,700	6.59	\$75,000	15.92	\$74,950	-0.07	\$79,550	6.14	\$94,150	18.35
LINCOLNVILLE	\$173,100	9.49	\$192,650	11.29	\$217,550	12.92	\$246,650	13.38	\$290,250	17.68	\$367,450	26.60	\$420,000	14.30
MONROE	\$38,950	-2.01	\$43,850	12.58	\$46,200	5.36	\$48,200	4.33	\$59,450	23.34	\$62,950	5.89	\$66,400	5.48
MONTVILLE	\$40,600	18.02	\$40,600	0.00	\$41,000	0.99	\$49,350	20.37	\$57,100	15.70	\$61,050	6.92	\$62,050	1.64
MORRILL	\$24,900	5.51	\$31,000	24.50	\$36,500	17.74	\$41,850	14.66	\$40,250	-3.82	\$42,550	5.71	\$48,100	13.04
NORTHPORT	\$130,450	9.76	\$148,250	13.65	\$183,550	23.81	\$229,600	25.09	\$251,450	9.52	\$316,750	25.97	\$369,850	16.76
PALERMO	\$67,650	-6.88	\$69,600	2.88	\$82,150	18.03	\$92,700	12.84	\$103,100	11.22	\$118,600	15.03	\$134,150	13.11
PROSPECT	\$21,400	4.90	\$21,700	1.40	\$25,150	15.90	\$28,150	11.93	\$30,450	8.17	\$38,950	27.91	\$41,550	6.68
SEARSMONT	\$68,000	6.75	\$71,400	5.00	\$83,950	17.58	\$98,550	17.39	\$101,300	2.79	\$111,100	9.67	\$121,350	9.23
SEARSPORT	\$137,150	5.14	\$144,050	5.03	\$167,400	16.21	\$177,000	5.73	\$190,750	7.77	\$215,850	13.16	\$237,450	10.01
STOCKTON SPRINGS	\$78,200	5.04	\$85,400	9.21	\$95,450	11.77	\$110,500	15.77	\$126,000	14.03	\$148,850	18.13	\$169,900	14.14
SWANVILLE	\$50,800	3.89	\$53,550	5.41	\$62,500	16.71	\$70,950	13.52	\$72,000	1.48	\$92,500	28.47	\$100,650	8.81
THORNDIKE	\$25,000	-5.66	\$27,300	9.20	\$31,150	14.10	\$31,500	1.12	\$32,300	2.54	\$33,150	2.63	\$34,650	4.52
TROY	\$31,550	19.28	\$32,400	2.69	\$32,150	-0.77	\$34,100	6.07	\$36,950	8.36	\$40,100	8.53	\$42,800	6.73
UNITY	\$63,100	11.29	\$66,300	5.07	\$67,750	2.19	\$68,200	0.66	\$73,200	7.33	\$82,450	12.64	\$90,550	9.82
WALDO	\$23,900	16.30	\$32,050	34.10	\$37,500	17.00	\$39,600	5.60	\$43,000	8.59	\$43,250	0.58	\$45,750	5.78
WINTERPORT	\$117,950	5.08	\$131,300	11.32	\$146,200	11.35	\$160,850	10.02	\$171,200	6.43	\$193,700	13.14	\$218,400	12.75
WALDO COUNTY	\$1,991,600	6.80	\$2,229,000	11.92	\$2,580,000	15.75	\$2,879,500	11.61	\$3,148,400	9.34	\$3,603,700	14.46	\$4,067,050	12.86

	A	B	C	D	E	F	G	H	I
1		STATE VALUATION							
2									
3			S.V.	S.V.	%	S.V.	%	S.V.	%
4			1986	1987	CHG	1988	CHG	1989	CHG
5	School	MUNICIPALITY	\$ (000)'S	\$ (000)'S		\$ (000)'S		\$ (000)'S	
6	District		(BASE YEAR)						
7		State Totals	\$29,029,700	\$32,075,350	10.49	\$37,019,250	15.41	\$45,234,800	22.19
8									
9									
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106		CUMBERLAND COUNTY							
107									
108									
109	S55	BALDWIN	\$25,950	\$34,350	32.37	\$39,750	15.72	\$47,750	20.13
110	S61	BRIDGTON	\$132,400	\$150,000	13.29	\$188,600	25.73	\$239,900	27.20
111		BRUNSWICK	\$435,200	\$488,450	12.24	\$562,100	15.08	\$656,900	16.87
112		CAPE ELIZABETH	\$277,550	\$327,050	17.83	\$399,800	22.24	\$508,350	27.15
113	S61	CASCO	\$74,500	\$84,450	13.36	\$104,450	23.68	\$125,100	19.77
114		Chebeague Island							
115	S51	CUMBERLAND	\$176,150	\$208,750	18.51	\$265,050	26.97	\$322,750	21.77
116		FALMOUTH	\$292,600	\$339,750	16.11	\$436,400	28.45	\$513,700	17.71
117		FREEPORT	\$208,400	\$257,200	23.42	\$325,250	26.46	\$438,050	34.68
118		Frye Island	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119		GORHAM	\$223,400	\$261,800	17.19	\$317,850	21.41	\$390,750	22.94
120	S15	GRAY	\$119,850	\$143,750	19.94	\$176,150	22.54	\$221,000	25.46
121	S75	HARPSWELL	\$183,500	\$210,400	14.66	\$264,500	25.71	\$315,300	19.21
122	S17	HARRISON	\$55,350	\$61,350	10.84	\$77,700	26.65	\$101,400	30.50
123		LONG ISLAND	INCLUDED IN PORTLAND VALUATIONS THROUGH 1993; DISPLAYED SEPARATELY FOR 19						
124	S61	NAPLES	\$79,700	\$92,300	15.81	\$113,700	23.19	\$139,400	22.60
125	S15	NEW GLOUCESTER	\$52,850	\$59,750	13.06	\$72,750	21.76	\$93,250	28.18
126	S51	NORTH YARMOUTH	\$48,100	\$55,600	15.59	\$67,850	22.03	\$88,050	29.77

	A	B	C	D	E	F	G	H	I
632		State Totals	\$29,029,700	\$32,075,350	10.49	\$37,019,250	15.41	\$45,234,800	22.19
633									
634									
635		Unorganized Territory							
636									
637									
638		AROOSTOOK							
639		FRANKLIN							
640		HANCOCK							
641		KENNEBEC							
642		KNOX							
643		LINCOLN							
644		OXFORD							
645		PENOBSCOT							
646		PISCATAQUIS							
647		SOMERSET							
648		WALDO							
649		WASHINGTON							
650									
651		COUNTY TOTALS							
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661									
662					10.49	\$37,019,250	15.41	\$45,234,800	22.19
663									
664					#DIV/0!	\$6,600	#DIV/0!	\$7,100	7.58

	J	K	L	M	N	O	P	Q	R	S	T
1											
2											
3	S.V.	%	S.V.	%	S.V.	%	S.V.	%	S.V.	%	S.V.
4	1990	CHG	1991	CHG	1992	CHG	1993	CHG	1994	CHG	1995
5	\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S
6											
7	\$55,821,300	23.40	\$63,462,900	13.69	\$66,895,050	5.41	\$66,107,654	-1.18	\$64,848,250	-1.91	\$64,802,300
8											
9											
10											
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107											
108											
109	\$57,100	19.58	\$60,700	6.30	\$69,000	13.67	\$69,950	1.38	\$67,500	-3.50	\$66,700
110	\$319,300	33.10	\$363,700	13.91	\$383,450	5.43	\$372,950	-2.74	\$360,550	-3.32	\$355,350
111	\$826,950	25.89	\$944,050	14.16	\$985,650	4.41	\$957,200	-2.89	\$906,950	-5.25	\$926,700
112	\$645,750	27.03	\$687,350	6.44	\$693,950	0.96	\$646,050	-6.90	\$637,100	-1.39	\$636,550
113	\$159,000	27.10	\$185,050	16.38	\$203,750	10.11	\$208,600	2.38	\$196,250	-5.92	\$200,300
114											
115	\$396,500	22.85	\$430,950	8.69	\$455,450	5.69	\$415,550	-8.76	\$421,250	1.37	\$428,450
116	\$658,950	28.28	\$715,650	8.60	\$714,200	-0.20	\$672,400	-5.85	\$637,550	-5.18	\$663,400
117	\$557,900	27.36	\$646,200	15.83	\$667,050	3.23	\$611,950	-8.26	\$596,650	-2.50	\$586,300
118	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
119	\$493,750	26.36	\$522,200	5.76	\$537,950	3.02	\$524,350	-2.53	\$509,650	-2.80	\$483,950
120	\$280,400	26.88	\$312,550	11.47	\$321,500	2.86	\$320,050	-0.45	\$318,250	-0.56	\$320,650
121	\$441,400	39.99	\$504,450	14.28	\$543,850	7.81	\$525,100	-3.45	\$512,450	-2.41	\$517,300
122	\$148,300	46.25	\$169,950	14.60	\$176,950	4.12	\$174,900	-1.16	\$164,100	-6.17	\$167,200
123	994;								\$34,650		\$34,150
124	\$210,950	51.33	\$241,000	14.25	\$257,950	7.03	\$245,350	-4.88	\$241,750	-1.47	\$237,150
125	\$121,100	29.87	\$141,850	17.13	\$155,450	9.59	\$148,200	-4.66	\$146,000	-1.48	\$144,100
126	\$115,550	31.23	\$128,200	10.95	\$140,350	9.48	\$134,050	-4.49	\$126,050	-5.97	\$128,700

	J	K	L	M	N	O	P	Q	R	S	T
632	\$55,821,300	23.40	\$63,462,900	13.69	\$66,895,050	5.41	\$66,107,654	-1.18	\$64,848,250	-1.91	\$64,802,300
633											
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662	\$55,821,300	23.40	\$63,462,900	13.69	\$66,895,050	5.41	\$66,107,654	-1.18	\$64,848,250	-1.91	\$64,802,300
663											
664	\$7,700	8.45	\$9,550	24.03	\$10,750	12.57	\$10,900	1.40	\$11,300	3.67	\$11,500

	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
1											
2											
3	%	S.V.	%	S.V.	%	S.V.	%	S.V.	%	S.V.	%
4	CHG	1996	CHG	1997	CHG	1998	CHG	1999	CHG	2000	CHG
5		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S	
6											
7	-0.07	\$65,427,026	0.96	\$66,521,100	1.67	\$67,853,850	2.00	\$69,863,050	2.96	\$72,289,300	3.47
8											
9											
10											
105											\$0
106											\$0
107											\$0
108											\$0
109	-1.19	\$65,400	-1.95	65,350	-0.08	\$66,850	2.30	\$68,100	1.87	\$69,600	2.20
110	-1.44	\$347,450	-2.22	337,950	-2.73	\$339,200	0.37	\$343,650	1.31	\$349,700	1.76
111	2.18	\$949,750	2.49	973,950	2.55	\$996,950	2.36	\$1,030,200	3.34	\$1,080,450	4.88
112	-0.09	\$653,650	2.69	664,550	1.67	\$683,950	2.92	\$716,600	4.77	\$749,750	4.63
113	2.06	\$200,400	0.05	202,800	1.20	\$209,800	3.45	\$215,850	2.88	\$224,700	4.10
114											
115	1.71	\$444,700	3.79	470,050	5.70	\$489,500	4.14	\$508,100	3.80	\$545,600	7.38
116	4.05	\$672,900	1.43	708,650	5.31	\$749,950	5.83	\$821,600	9.55	\$895,200	8.96
117	-1.73	\$616,350	5.13	645,450	4.72	\$679,750	5.31	\$719,250	5.81	\$751,900	4.54
118	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$41,500		\$44,000	6.02
119	-5.04	\$494,050	2.09	508,600	2.95	\$528,000	3.81	\$567,650	7.51	\$609,150	7.31
120	0.75	\$318,800	-0.58	325,200	2.01	\$332,800	2.34	\$342,050	2.78	\$352,800	3.14
121	0.95	\$511,850	-1.05	527,600	3.08	\$541,500	2.63	\$576,000	6.37	\$594,300	3.18
122	1.89	\$165,200	-1.20	170,150	3.00	\$173,350	1.88	\$178,200	2.80	\$180,000	1.01
123	-1.44	\$32,800	-3.95	31,150	-5.03	\$32,050	2.89	\$32,800	2.34	\$35,600	8.54
124	-1.90	\$243,850	2.83	241,500	-0.96	\$242,950	0.60	\$254,250	4.65	\$260,600	2.50
125	-1.30	\$151,450	5.10	158,700	4.79	\$160,150	0.91	\$170,600	6.53	\$182,000	6.68
126	2.10	\$133,650	3.85	144,900	8.42	\$151,000	4.21	\$157,900	4.57	\$171,350	8.52

	U	V	W	X	Y	Z	AA	AB	AC	AD	AE
632	-0.07	\$65,427,026	0.96	\$66,521,100	1.67	\$67,853,850	2.00	\$69,863,050	2.96	\$72,289,300	3.47
633											
634											
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658								\$0			
659								\$0			
660								\$0			
661								\$0			
662	-0.07	\$65,427,026	0.96	\$66,521,100	1.67	\$67,951,500	2.15	\$69,877,750	2.83	\$72,285,300	3.45
663											
664	1.77	\$11,650	1.30	\$12,550	7.73	\$13,250	5.58	\$14,950	12.83	\$13,402	-10.35

	AF	AG	AH	AI	AJ	AK	AL	AM	AN	AO
1										
2										
3	S.V.	%	S.V.	%	S.V.	%	S.V.	%	S.V.	%
4	2001	CHG	2002	CHG	2003	CHG	2004	CHG	2005	CHG
5	\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S	
6										
7	\$76,434,150	5.73	\$82,795,550	8.32	\$91,941,800	11.05	\$102,028,750	10.97	\$115,672,820	13.37
8										
9										
10										
105										
106										
107										
108										
109	\$72,550	4.24	\$76,150	4.96	\$79,650	4.60	\$92,500	16.13	\$107,100	15.78
110	\$365,350	4.48	\$404,200	10.63	\$466,750	15.48	\$540,700	15.84	\$649,350	20.09
111	\$1,130,600	4.64	\$1,185,950	4.90	\$1,312,650	10.68	\$1,431,150	9.03	\$1,566,000	9.42
112	\$814,150	8.59	\$918,150	12.77	\$1,053,800	14.77	\$1,217,450	15.53	\$1,424,950	17.04
113	\$245,100	9.08	\$260,100	6.12	\$293,050	12.67	\$335,800	14.59	\$400,650	19.31
114										
115	\$603,100	10.54	\$664,350	10.16	\$764,550	15.08	\$894,000	16.93	\$1,053,350	17.82
116	\$997,250	11.40	\$1,107,750	11.08	\$1,278,150	15.38	\$1,453,200	13.70	\$1,556,900	7.14
117	\$811,300	7.90	\$895,050	10.32	\$1,021,550	14.13	\$1,044,100	2.21	\$1,180,750	13.09
118	\$46,900	6.59	\$51,000	8.74	\$56,000	9.80	\$69,200	23.57	\$90,600	30.92
119	\$643,800	5.69	\$716,650	11.32	\$835,200	16.54	\$937,300	12.22	\$1,085,600	15.82
120	\$383,700	8.76	\$422,900	10.22	\$470,300	11.21	\$552,000	17.37	\$630,500	14.22
121	\$621,850	4.64	\$775,800	24.76	\$892,850	15.09	\$1,024,400	14.73	\$1,184,800	15.66
122	\$198,750	10.42	\$221,800	11.60	\$248,800	12.17	\$285,350	14.69	\$351,750	23.27
123	\$40,400	13.48	\$48,350	19.68	\$56,700	17.27	\$62,900	10.93	\$77,350	22.97
124	\$274,800	5.45	\$303,800	10.55	\$356,450	17.33	\$435,800	22.26	\$520,900	19.53
125	\$196,600	8.02	\$215,200	9.46	\$243,800	13.29	\$271,850	11.51	\$321,150	18.14
126	\$187,400	9.37	\$218,650	16.68	\$246,500	12.74	\$285,700	15.90	\$325,050	13.77

	AP	AQ	AR	AS	AT	AU	AV	AW	AX
1									
2									
3	S.V.	%	S.V.	%	S.V.	%	S.V.	%	S.V.
4	2006	CHG	2007	CHG	2008	CHG	2009	CHG	2010
5	\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S		\$ (000)'S
6									
7	\$131,006,400	13.26	\$145,994,950	11.44	\$159,457,800	9.22	\$164,585,600	3.22	\$166,579,700
8									
9									
10									
105									
106									
107									
108									
109	\$125,650	17.32	\$140,750	12.02	\$161,000	14.39	\$166,850	3.63	\$160,850
110	\$743,050	14.43	\$882,400	18.75	\$993,350	12.57	\$1,023,700	3.06	\$1,060,000
111	\$1,777,200	13.49	\$1,975,600	11.16	\$2,092,850	5.93	\$2,172,000	3.78	\$2,204,800
112	\$1,580,600	10.92	\$1,756,550	11.13	\$1,942,000	10.56	\$1,828,400	-5.85	\$1,784,100
113	\$460,000	14.81	\$500,700	8.85	\$592,300	18.29	\$629,050	6.20	\$644,700
114					\$232,100	100.00	\$236,800	2.02	\$223,750
115	\$1,193,700	13.32	\$1,286,200	7.75	\$1,132,250	-11.97	\$1,162,000	2.63	\$1,131,350
116	\$1,766,750	13.48	\$1,972,000	11.62	\$2,195,200	11.32	\$2,143,400	-2.36	\$2,171,450
117	\$1,337,850	13.31	\$1,429,300	6.84	\$1,515,400	6.02	\$1,558,200	2.82	\$1,554,400
118	\$111,900	23.51	\$141,500	26.45	\$179,100	26.57	\$175,800	-1.84	\$164,550
119	\$1,234,200	13.69	\$1,352,300	9.57	\$1,487,700	10.01	\$1,492,250	0.31	\$1,443,450
120	\$726,550	15.23	\$808,750	11.31	\$926,050	14.50	\$926,100	0.01	\$917,050
121	\$1,496,400	26.30	\$1,729,700	15.59	\$1,983,850	14.69	\$2,053,250	3.50	\$2,005,900
122	\$379,250	7.82	\$433,400	14.28	\$483,850	11.64	\$516,050	6.65	\$541,500
123	\$96,200	24.37	\$100,150	4.11	\$118,650	18.47	\$138,000	16.31	\$146,850
124	\$602,550	15.67	\$680,300	12.90	\$763,700	12.26	\$812,950	6.45	\$790,450
125	\$374,400	16.58	\$444,150	18.63	\$505,350	13.78	\$516,600	2.23	\$504,750
126	\$369,400	13.64	\$395,650	7.11	\$448,250	13.29	\$459,300	2.47	\$455,350

	AY	AZ	BA	BB	BC
1					
2					
3	%	S.V.	%	%	
4	CHG	2011	CHG	CHG	
5		\$ (000)'S		2011 over 2002	
6					
7	1.21	\$163,175,300	-2.04	97.08	
8					
9					
10					
105					
106					
107					
108					
109	-3.60	\$160,750	-0.06	111.10	
110	3.55	\$1,032,250	-2.62	155.38	
111	1.51	\$2,141,500	-2.87	80.57	
112	-2.42	\$1,789,750	0.32	94.93	
113	2.49	\$611,650	-5.13	135.16	
114	-5.51	\$210,700	-5.83	#DIV/0!	
115	-2.64	\$1,084,700	-4.12	63.27	
116	1.31	\$2,131,400	-1.84	92.41	
117	-0.24	\$1,526,300	-1.81	70.53	
118	-6.40	\$154,400	-6.17	202.75	
119	-3.27	\$1,432,100	-0.79	99.83	
120	-0.98	\$891,800	-2.75	110.88	
121	-2.31	\$2,009,600	0.18	159.04	
122	4.93	\$523,800	-3.27	136.16	
123	6.41	\$148,850	1.36	207.86	
124	-2.77	\$747,750	-5.40	146.13	
125	-2.29	\$480,350	-4.83	123.21	
126	-0.86	\$451,550	-0.83	106.52	

	AY	AZ	BA	BB	BC
127	-1.04	\$7,909,900	-3.50	83.73	
128	0.87	\$188,950	-1.10	89.71	
129	-3.14	\$1,063,200	3.63	134.11	
130	1.61	\$3,564,150	-1.56	126.77	
131	-3.47	\$391,700	-7.77	136.46	
132	0.84	\$3,738,950	-3.53	75.63	
133	-1.22	\$1,104,900	0.48	109.24	
134	1.93	\$1,862,950	-0.92	75.58	
135	0.93	\$1,808,100	-5.72	102.30	
136	-2.15	\$1,567,950	-4.08	65.01	
137					
138	-0.35	\$40,729,950	-2.50	97.30	
139					
140					
614					
615	0.50	\$8,083,500	-3.73	82.84	
616	8.24	\$4,410,050	4.28	61.50	
617	-0.35	\$40,729,950	-2.50	97.30	
618	4.84	\$4,391,200	-0.68	92.50	
619	2.07	\$13,533,550	-2.02	128.35	
620	1.28	\$10,208,650	-0.43	94.98	
621	1.62	\$7,544,200	-1.17	113.80	
622	1.06	\$8,003,050	-4.10	122.54	
623	2.51	\$6,772,200	-2.93	89.11	
624	2.18	\$10,410,100	-0.12	58.92	
625	3.05	\$1,723,350	-1.18	109.46	
626	2.43	\$4,558,500	-3.10	112.74	
627	3.99	\$4,358,800	-0.26	57.76	
628	3.81	\$4,792,900	-0.61	115.02	
629	0.07	\$3,193,150	-0.76	82.27	
630	0.16	\$30,462,150	-3.17	108.78	
631					

	AY	AZ	BA	BB	BC
632	1.21	\$163,175,300	-2.04	97.08	
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Property Tax Division

REPORT OF ASSESSMENT REVIEW

Municipality	Raymond		County	Cumberland
	2009 S.V.	2010 S.V.	2011 S.V.	
1. State Valuation	1,059,300,000	1,026,000,000	1,063,200,000	
2. Amount of Change	8,800,000	(33,300,000)	37,200,000	
3. Percent of Change	0.84%	-3.14%	3.63%	
4. Full Value Rate (line 6c/line 1)	0.009186	0.010148	0.010157	
5. Local Mill Rate 07-08-09	0.0102	0.0108	0.01111	
6a. Commitment 2007-08-09	9,859,276	10,520,452	10,897,996	
6b. Homestead Reimbursement	70,875	74,835	79,653	
6c. BETE Reimbursement		5,739	14,782	
6d. Total (6a, 6b & 6c)	9,930,151	10,601,026	10,992,431	
6e. % change from prior year (6d.)	1.29%	6.76%	3.69%	
	2008	2009		
A. Municipal Valuation	974,116,001	980,917,698		
Net Supplements / Abatements	(1,238,310)	(821,800)	Amount of Change	Percent of Change
<i>Homestead (Exempt Valuation)</i>	6,929,195	7,169,500		
<i>BETE (Exempt Valuation)</i>	531,411	1,330,538		
Adjusted Municipal Valuation	980,338,297	988,595,936	8,257,639	0.84%
B. Sales Information				
Sales Period Used	07/07 - 06/08	07/08 - 06/09		
			Combined Sales Ratio	95%
	2010 S.V.	2011 S.V.		
# of Sales	45	63		
# of Appraisals				
Residential Study			Percent of Change	
Weighted Average	94%	96%		
Average Ratio	93%	97%	4.30%	
Assessment Rating	12	12		
Waterfront Study				
Weighted Average	92%	88%		
Average Ratio	94%	89%	-5.32%	
Assessment Rating	11	16		
Condominium Study				
Weighted Average				
Average Ratio				
Assessment Rating				
Certified Ratio	97%	100%		

STATE VALUATION ANALYSIS

Municipality	Raymond			County	Cumberland
Municipal Valuation - 2009	100%	Declared Certified Ratio		2011 State Valuation	
LAND			Ratio	Source	
Electrical Utilities (Trans & Dist)		8,401,981	100%	Bulletin #25	8,401,981
Classified Farm Woodland	19	ac	4,260	100%	State Rates
Classified Tree Growth	2,783	ac	810,430	100%	State Rates
Classified Farm Land	9	ac	4,400	61%	08-125 CMR
Classified Open Space	5	ac	80,900	100%	Cert Ratio
Commercial Lots			4,995,200	100%	Cert Ratio
Industrial Lots			1,654,600	100%	Cert Ratio
Residential Lots			69,410,160	97%	Res Ratio
Waterfront & Water Influenced Lots			441,452,600	89%	Water Ratio
Portland Natural Gas (PNGTS)			6,134,300	122%	State Rates
Waste Acres		ac			
# Undeveloped Acres	10,772	ac	14,305,200	1328/ Mun Avg	2030/ac SR
			547,254,031		TOTAL LAND
					610,401,044
BUILDINGS					
		# accts			
Commercial	184		14,009,800	100%	Cert Ratio
Industrial	18		8,588,900	100%	Cert Ratio
Residential			206,142,234	97%	Res Ratio
Waterfront & Water Influenced	1,696		192,301,064	89%	Water Ratio
			421,041,998		TOTAL BUILDINGS
					451,185,078
PERSONAL PROPERTY					
		# accts			
Commercial			9,385,019	100%	Personal Prop Ratio
Industrial					
Portland Pipeline			3,236,650	180%	State Rates
			12,621,669		TOTAL PERSONAL
					11,182,970
TOTALS			980,917,698		1,072,769,092
Adjustments (Net Abates/Supp)			(770,200)	95%	Combined Ratio
Adjustments (Comm., Ind. & Pers.)			(51,600)	100%	Cert Ratio
Homestead (Exempt Valuation)			7,169,500	97%	Res Ratio
BETE (Exempt Valuation)			1,330,538	100%	Personal Prop Ratio
ADJUSTED TOTAL			988,595,936		1,080,628,530
TIF ADJUSTMENTS					193,823
					(17,445,815)
NET w/ ADJUSTMENTS & TIF					1,063,182,715
STATE VALUATION					1,063,200,000

STATE OF MAINE Sales Ratio Analysis - 2011 State Valuation

Municipality:

Raymond

County:

Cumberland

2 Year - **COMBINED STUDY**

Weighted Avg =	92%	=	18,683,700	/	20,396,454
Average Ratio =	95%	=	42.55	/	45
Avg Deviation =	13	=	826	/	63
Quality Rating =	14	=	13	/	95%

Average Selling Price = **\$323,753** 2009

Item No.	Class	Date of Sale Month Year	Book	Page	Map	Lot	Name	Selling Price	Assessed Value	Ratio	Dev.
1	W	8 2008	26308	314	69	102	Sebago Lake	810,000	506,800	0.63	32
2	R	7 2008	26214	29	46	25	Two-Fam	239,000	156,000	0.65	30
3	R	9 2008	26313	128	54	70		350,000	242,400	0.69	26
4	W	10 2009	27360	191	28	12	Crescent Lake	325,000	229,100	0.70	25
5	W	6 2008	26123	145	69	97	Sebago Lake	719,884	506,100	0.70	25
6	W	11 2009	27403	254	69	101	Sebago Lake	750,000	525,800	0.70	25
7	W	9 2009	27284	91	77	28	Thomas Pond	238,000	176,600	0.74	21
8	W	8 2009	27199	105	40	01	Panther Pond	365,000	275,400	0.75	20
9	R	8 2009	27173	142	16	51A		246,000	187,300	0.76	19
10	R	5 2008	26049	151	26	06		130,000	101,400	0.78	17
11	R	10 2009	27357	89	55	46		233,000	181,400	0.78	17
12	W	10 2009	27322	116	39	44	Panther Pond	395,000	312,500	0.79	16
13	R	7 2009	27087	282	14	22		279,000	222,100	0.80	15
14	W	6 2008	26165	286	67	13	Sebago Lake	625,000	497,500	0.80	15
15	R	2 2008	25872	256	08	32		200,000	161,500	0.81	14
16	R	2 2008	25854	75	17	46		190,000	154,000	0.81	14
17	W	7 2008	26182	183	34	06	Panther Pond	434,000	351,000	0.81	14
18	R	7 2008	26197	65	75	02		183,900	150,700	0.82	13
19	R	5 2009	26940	226	31	05		190,000	159,300	0.84	11
20	W	12 2009	27507	342	22	22	Raymond Pd	325,000	274,700	0.85	10
21	W	8 2008	26262	197	30	63	Crescent Lake	495,000	429,000	0.87	8
22	W	3 2008	25880	52	40	21	Panther Pond	885,000	771,700	0.87	8
23	R	9 2009	27297	324	08	04		190,000	168,400	0.89	6
24	R	11 2009	27434	323	11	42-20	Tarkiil Hill	472,000	426,700	0.90	5
25	W	4 2008	25956	297	15	23	Crescent Lake	490,000	442,300	0.90	5
26	R	1 2008	25768	32	16	72		222,000	199,900	0.90	5
27	R	7 2008	26209	128	10	117		389,000	354,500	0.91	4
28	R	4 2008	25968	232	19	51		191,750	173,900	0.91	4
29	W	6 2008	26161	242	43	10	Panther Pond	315,000	291,300	0.92	3
30	R	9 2009	27301	74	08	17		172,000	159,300	0.93	2
31	R	2 2008	25867	239	55	44		120,000	112,900	0.94	1
32	R	8 2008	26306	31	42	51		240,000	226,800	0.95	
33	R	6 2009	26962	261	24	01		202,000	193,100	0.96	1
34	W	8 2008	26359	26	43	04	Panther Pond	637,850	611,400	0.96	1
35	W	11 2009	27425	200	35	19	Panther Pond	425,000	413,400	0.97	2
36	R	2 2008	25855	171	52	04		185,000	178,700	0.97	2
37	W	8 2008	26286	344	03	61	BL/Sebago	605,000	591,400	0.98	3
38	R	7 2008	26187	93	18	18H		305,000	298,900	0.98	3
39	R	11 2009	27378	179	42	06		170,000	166,800	0.98	3
40	R	7 2008	26217	33	04	27		277,770	274,600	0.99	4
41	R	8 2009	27203	268	08	65L		327,500	327,600	1.00	5
42	W	8 2009	27170	161	69	51	Sebago Lake	350,000	350,200	1.00	5
43	W	5 2008	26082	183	67	27	Sebago Lake	460,000	464,000	1.01	6
44	R	6 2008	26135	126	18	12		244,900	252,100	1.03	8
45	R	8 2009	27180	191	16	74		167,000	173,000	1.04	9
46	W	3 2008	25898	43	12	77	Crescent Lake	665,000	699,200	1.05	10
47	R	7 2009	27050	66	52	33		159,000	173,100	1.09	14
48	R	8 2008	26261	276	53	6A		175,000	190,200	1.09	14
49	R	8 2009	27224	112	06	35		146,000	162,600	1.11	16
50	R	2 2008	25864	317	08	86A		219,500	243,900	1.11	16
51	R	5 2009	26940	250	17	25F		185,000	204,500	1.11	16
52	R	11 2009	27380	167	19	24		199,900	221,700	1.11	16
53	R	5 2008	26097	19	71	13		215,000	239,300	1.11	16
54	R	7 2008	26204	153	05	03		165,000	184,500	1.12	17
55	R	10 2009	27332	115	14	37-2		193,000	216,100	1.12	17
56	R	6 2008	26138	261	15	123F		220,000	250,900	1.14	19
57	W	2 2008	25865	36	22	23	Raymond Pd	316,000	361,800	1.14	19
58	R	11 2009	27427	259	16	69		233,000	267,400	1.15	20
59	W	7 2009	27148	118	15	25	Crescent Lake	495,000	574,100	1.16	21
60	W	12 2009	27445	67	16	29	Raymond Pd	448,500	526,500	1.17	22
61	W	5 2009	26944	333	24	20	BL/Raymond Pd	170,000	210,300	1.24	29
62	R	9 2009	27311	248	24	10		165,000	207,200	1.26	31
63	R	7 2009	27108	117	54	69		260,000	326,900	1.26	31

STATE OF MAINE Sales Ratio Analysis - 2011 State Valuation

Municipality:

Raymond

County:

Cumberland

2 Year - Residential Study

Weighted Avg =	96%	=	8,291,600	/	8,652,220
Average Ratio =	97%	=	26.29	/	27
Avg Deviation =	12	=	477	/	39
Quality Rating =	12	=	12	/	97%

Average Selling Price = \$221,852 2009

Item No.	Class	Date of Sale Month Year	Book	Page	Map	Lot	Sub Lot	Selling Price	Assessed Value	Ratio	Dev.
1	R	7 2008	26214	29	46	25	Two-Fam	239,000	156,000	0.65	32
2	R	9 2008	26313	128	54	70		350,000	242,400	0.69	28
3	R	8 2009	27173	142	16	51A		246,000	187,300	0.76	21
4	R	5 2008	26049	151	26	06		130,000	101,400	0.78	19
5	R	10 2009	27357	89	55	46		233,000	181,400	0.78	19
6	R	7 2009	27087	282	14	22		279,000	222,100	0.80	17
7	R	2 2008	25872	256	08	32		200,000	161,500	0.81	16
8	R	2 2008	25854	75	17	46		190,000	154,000	0.81	16
9	R	7 2008	26197	65	75	02		183,900	150,700	0.82	15
10	R	5 2009	26940	226	31	05		190,000	159,300	0.84	13
11	R	9 2009	27297	324	08	04		190,000	168,400	0.89	8
12	R	11 2009	27434	323	11	42-20	Tarkiln Hill	472,000	426,700	0.90	7
13	R	1 2008	25768	32	16	72		222,000	199,900	0.90	7
14	R	7 2008	26209	128	10	117		389,000	354,500	0.91	6
15	R	4 2008	25968	232	19	51		191,750	173,900	0.91	6
16	R	9 2009	27301	74	08	17		172,000	159,300	0.93	4
17	R	2 2008	25867	239	55	44		120,000	112,900	0.94	3
18	R	8 2008	26306	31	42	51		240,000	226,800	0.95	2
19	R	6 2009	26962	261	24	01		202,000	193,100	0.96	1
20	R	2 2008	25855	171	52	04		185,000	178,700	0.97	
21	R	7 2008	26187	93	18	18H		305,000	298,900	0.98	1
22	R	11 2009	27378	179	42	06		170,000	166,800	0.98	1
23	R	7 2008	26217	33	04	27		277,770	274,600	0.99	2
24	R	8 2009	27203	268	08	65L		327,500	327,600	1.00	3
25	R	6 2008	26135	126	18	12		244,900	252,100	1.03	6
26	R	8 2009	27180	191	16	74		167,000	173,000	1.04	7
27	R	7 2009	27050	66	52	33		159,000	173,100	1.09	12
28	R	8 2008	26261	276	53	6A		175,000	190,200	1.09	12
29	R	8 2009	27224	112	06	35		146,000	162,600	1.11	14
30	R	2 2008	25864	317	08	86A		219,500	243,900	1.11	14
31	R	5 2009	26940	250	17	25F		185,000	204,500	1.11	14
32	R	11 2009	27380	167	19	24		199,900	221,700	1.11	14
33	R	5 2008	26097	19	71	13		215,000	239,300	1.11	14
34	R	7 2008	26204	153	05	03		165,000	184,500	1.12	15
35	R	10 2009	27332	115	14	37-2		193,000	216,100	1.12	15
36	R	6 2008	26138	261	15	123F		220,000	250,900	1.14	17
37	R	11 2009	27427	259	16	69		233,000	267,400	1.15	18
38	R	9 2009	27311	248	24	10		165,000	207,200	1.26	29
39	R	7 2009	27108	117	54	69		260,000	326,900	1.26	29

STATE OF MAINE Sales Ratio Analysis - 2011 State Valuation

Municipality:

Raymond

County:

Cumberland2 Year - **Waterfront Study**

Weighted Avg =	88%	=	10,392,100	/	11,744,234
Average Ratio =	89%	=	14.27	/	16
Avg Deviation =	14	=	329	/	24
Quality Rating =	16	=	14	/	89%

Average Selling Price = **\$489,343** 2009

Item No.	Class	Date of Sale Month	Year	Book	Page	Map	Lot	Sub Lot	Selling Price	Assessed Value	Ratio	Dev.
1	W	8	2008	26308	314	69	102	Sebago Lake	810,000	506,800	0.63	26
2	W	10	2009	27360	191	28	12	Crescent Lake	325,000	229,100	0.70	19
3	W	6	2008	26123	145	69	97	Sebago Lake	719,884	506,100	0.70	19
4	W	11	2009	27403	254	69	101	Sebago Lake	750,000	525,800	0.70	19
5	W	9	2009	27284	91	77	28	Thomas Pond	238,000	176,600	0.74	15
6	W	8	2009	27199	105	40	01	Panther Pond	365,000	275,400	0.75	14
7	W	10	2009	27322	116	39	44	Panther Pond	395,000	312,500	0.79	10
8	W	6	2008	26165	286	67	13	Sebago Lake	625,000	497,500	0.80	9
9	W	7	2008	26182	183	34	06	Panther Pond	434,000	351,000	0.81	8
10	W	12	2009	27507	342	22	22	Raymond Pd	325,000	274,700	0.85	4
11	W	8	2008	26262	197	30	63	Crescent Lake	495,000	429,000	0.87	2
12	W	3	2008	25880	52	40	21	Panther Pond	885,000	771,700	0.87	2
13	W	4	2008	25956	297	15	23	Crescent Lake	490,000	442,300	0.90	1
14	W	6	2008	26161	242	43	10	Panther Pond	315,000	291,300	0.92	3
15	W	8	2008	26359	26	43	04	Panther Pond	637,850	611,400	0.96	7
16	W	11	2009	27425	200	35	19	Panther Pond	425,000	413,400	0.97	8
17	W	8	2008	26286	344	03	61	BL/Sebago	605,000	591,400	0.98	9
18	W	8	2009	27170	161	69	51	Sebago Lake	350,000	350,200	1.00	11
19	W	5	2008	26082	183	67	27	Sebago Lake	460,000	464,000	1.01	12
20	W	3	2008	25898	43	12	77	Crescent Lake	665,000	699,200	1.05	16
21	W	2	2008	25865	36	22	23	Raymond Pd	316,000	361,800	1.14	25
22	W	7	2009	27148	118	15	25	Crescent Lake	495,000	574,100	1.16	27
23	W	12	2009	27445	67	16	29	Raymond Pd	448,500	526,500	1.17	28
24	W	5	2009	26944	333	24	20	BL/Raymond Pc	170,000	210,300	1.24	35

Property Tax Division
REPORT OF ASSESSMENT REVIEW

Municipality Raymond County Cumberland

I. Valuation System

A. Land: Tax Maps by Sewall Co. Date: 1968
 Undeveloped Acreage Unit per acre Undeveloped Lots Base lot less a %
 Road Frontage Water Frontage Base lot & front acres
 House lots Unit base lot Other _____

B. Buildings : Revaluation By: Vision Appraisal - 2005 Computerized Records Vision Appraisal

C: Personal Property: Assessed? Y/N

Y
N

 Method Used: RCNLD
 Is Cert Ratio Applied? Y/N

II. Assessment Records / Condition

Valuation Book Print-out / Good Tree Growth Forms Good
 Property Record Cards Computerized / Good Farm Land Forms Good
 Veteran Exemption Forms Good Open Space Forms Good

III. Supplements and Abatements

Supplements: Number Made _____ 1 Value Supplemented _____ 148,700
 Abatements: Number granted _____ 14 Value Abated _____ (970,500)
 (excluding penalties)

IV. Statistical Information

Number of Parcels _____ 3,844 Land Area _____ 26,246
 Taxable Acres _____ 20,400 Bog/Swamp _____
 Population (2009) _____ 4,571

V. Assessment Standards

Standards Ratio _____ 96.43% = (2009 Municipal Valuation / 2010 State Valuation)
 Assessment Quality: Combined _____ 14

Municipal Plans for Compliance: A comprehensive revaluation was completed for 2005. No changes for 2009.
There was a significant decrease in the number of sales during the qualified time period and an inadequate number of waterfront sales, which justified performing two-year sales studies. Residential ratios are increasing while waterfront ratios are declining.

VI. Audit Information

Municipal Official providing data: Michael O'Donnell
 Date(s) of Field Audit: 6/17/2010

VII. Office Review

Recommended by: David Bouffard
 Checked by: JAG OCT 07 2010
 Approved by: Mike Rogers 10-5-10
 Copies Mailed: (date) OCT 07 2010

AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 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 _____, 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 ____, 1946, 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 _____, _____ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____, 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 sought approval and consent from the DOT, the IF&W and the United States Fish and Wildlife Service (“**USFWS**”) (as required 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 approval for 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 approvals and consents for the proposed assignment evidenced by this Agreement, which approvals and consents are conclusively evidenced by **[separate consent letters???** and] the authorized signatures of each entity attached hereto, the Town’s Selectmen have voted to enter this Agreement as of _____, 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, the DOT 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, the DOT, the DEP, the BP&L 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.** [The Town desires to address public safety concerns relating to Pomeroy's contemplated use of the Premises – TBD.]

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	
General limit	\$1,000,000.00
Per occurrence	\$400,000.00
Casualty Insurance (for personal property)	
General limit	\$1,000,000.00
Per occurrence	\$400,000.00
Fire damage	\$1,000,000.00

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, 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.

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 Inland Fisheries and Wildlife

Attention: _____

Department of Transportation

Attention: _____

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:

STATE OF MAINE
Department of Transportation

Witness

By: _____
Name: _____
Its _____

SEEN AND AGREED TO BY:

STATE OF MAINE
Department of Inland Fisheries and Wildlife

Witness

By: _____
Name: _____
Its _____

SEEN AND AGREED TO BY:

Witness

U.S. FISH AND WILDLIFE SERVICE

By: _____

Name: _____

Its [Program Chief for Lands and Development,
Federal Aid Division Region 5]

EXHIBIT A

[DOT Property]

EXHIBIT B

[IF&W Property]

EXHIBIT C

[Parking and Beach Areas]

LEASE AGREEMENT

AGREEMENT made and entered into this 23rd day of March, 2000, by and between 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, with a mailing address of 41 State House Station, Augusta, ME 04333-0041 (hereinafter referred to as IFW), and the **TOWN OF RAYMOND**, acting by and through its **Selectmen**, as authorized by a vote of the Town of Raymond on March 18, 2000, with a mailing address of 401 Webbs Mills Road, Raymond, ME 04071-0401, (hereinafter referred to as the Town).

WHEREAS, the IFW has identified that a high priority need exists to preserve the public's traditional use of lands that have provided Angler and Boater access to Maine's public waters throughout the State of Maine, such need being more fully set forth in its *Strategic Plan For Providing Public Access to Maine Waters For Boating and Fishing*, on file at its principal offices in Augusta, Maine; and

WHEREAS, the IFW has also determined that many of these lands are in private ownership where the public's traditional use is either by long-time adverse possession or by permission of the underlying fee owner and where continued public use might be challenged or terminated and where continued public use may be at risk; and

WHEREAS, the Town and the IFW have determined that certain lands adjacent to and southwest of State Route 302 and Sebago Lake, in the Town of Raymond, known as the Jordan Bay Boat Launch and Recreation Area (AKA Raymond Boat Launch and Beach Area), are a traditional access site which, until recently acquired by IFW for the purposes of this lease agreement and a simultaneous license agreement between and among the Maine Department of Transportation (hereinafter MDOT), the IFW and the Town, was at risk for change of ownership and that such change of ownership, if not acquired by IFW or another public entity, could have jeopardized public recreational opportunities and benefits at that site, and

WHEREAS, both the IFW and the Town desire to retain the Jordan Bay Boat Launch Area and upgrade the boat launch ramp and parking area to assure continued public access to the recreational opportunities associated with Sebago Lake for the benefit of Anglers and Boaters, and

WHEREAS, the Town further desires to retain the swimming opportunities associated with the Jordan Bay beach area, together with parking for users of the beach; and

WHEREAS, the IFW has agreed to :

- 1) acquire all the privately owned interests in real estate and lands in the project area southwest of State Route 302;

- 2) enter into and secure an acceptable land control agreement with MDOT and the Town (hereinafter referred to as the License Agreement), for control and use of all the non-paved portions of land southwest of the State Route 302 right of way area;
- 3) provide technical assistance and coordination with the MDOT for the purpose of improving the operation of the boat launch and recreation area;
- 4) procure and finance all engineering and other necessary professional services needed to design site modifications that facilitate boat launch and parking improvements;
- 5) seek assistance from the MDOT for the materials and placement of safety improvements along the edge of pavement of the southwest side of Route 302, procure and finance all contractual services needed to implement boat launch and parking modifications approved by all parties; and

WHEREAS, the IFW does not have the resources to manage or to be involved in the day to day or annual operation or routine maintenance of this multi-user recreational area and beach, and

WHEREAS, the Town has agreed to:

- 1) accept the responsibilities for ongoing management, operation and routine maintenance of both the boat launch area, the beach area and the parking area;
- 2) make the commitment that no fees shall be charged to Anglers or Boaters for their launching of water craft or for parking associated with launchings; and
- 3) enter into and secure an acceptable land control agreement with MDOT and the IFW (hereinafter referred to as the License Agreement), for control and use of all the non-paved portions of land southwest of the State Route 302 right of way area.

WHEREAS, a portion of the lands, currently being used for parking for both the beach and the boat launch, are owned by MDOT or IFW or are within or adjacent to the southwest side of the MDOT right of way of the State Route 302 corridor, and

WHEREAS, the continued use of all portions of the MDOT right of way lands extending beyond the paved shoulders of the southwest side of State Route 302, is essential for addressing parking needs, for the continued operation of the boat launch and the beach and for the joint operation of both the launch and beach areas; and,

WHEREAS, the Town and the IFW acknowledge that a portion of the areas intended for recreational use and access, within this Lease Agreement, are lands owned by the MDOT are made available for public use in accordance with provisions of a separate License Agreement with the MDOT. This Lease Agreement, with respect to the land area made available for public use by the MDOT, is and shall always remains subordinate to the primary transportation purposes of the State Route 302 corridor (for which the right of way lands were acquired) and the authorization from MDOT to use lands within the State Route 302 transportation corridor for recreational purposes may be withdrawn by the MDOT for transportation needs in accordance with the above referenced License Agreement.

NOW THEREFORE, the parties hereto, for themselves and their respective successors and assigns, do hereby mutually covenant and agree as follows:

1. The IFW hereby leases its lands owned in fee and assigns its management rights in other lands owned by the MDOT (subject to the authority and use of which is made available through a License Agreement with the MDOT) to the Town of Raymond for the purposes of public recreation and subject to the terms and conditions hereinafter set forth, said property located in the Town of Raymond, in Cumberland County, Maine, described in Exhibit A, (hereinafter "the Property") located on the southwest side of the State Route 302 right of way.
2. The Town shall have control over and shall use the Property primarily as a boat launching and parking area and secondarily as a beach and parking area without regard to race, color, creed, national origin, or place of residence, according to reasonable rules and regulations adopted by the Town, subject to the specific provision that no fees shall be charged for launching water craft or for parking vehicles and trailers associated with the launching of water craft and subject to the remaining provisions of this agreement. A sign acknowledging the contributions of anglers and boaters through the Sport Fish Restoration Access Program, for site modifications and improvements, shall be placed and maintained on the Property near the launch ramp.
3. The Town shall be financially and administratively responsible for and have jurisdiction over and have management, operation and maintenance responsibilities for the launch ramp and the beach recreational facilities. No permanent buildings may be developed on the Property. The Town shall operate, maintain, and administer the Property and use of the recreational facilities thereon in a manner so as to present and maintain a safe, attractive and inviting appearance to the general public. The Town shall maintain sanitation and sanitary facilities for users as it deems appropriate, in accordance with applicable State and Local Public Health Laws and Regulations. The Town shall keep all facilities in reasonable repair throughout their estimated lifetime so as to prevent undue deterioration. The Town shall be responsible for all land and facility management, maintenance and operation for the entire area. The IFW shall be responsible for major reconstruction and renovation of the facility for all areas that are not associated with the beach or its structures. The Town and IFW shall jointly determine *in advance*, the need, the timing, the method of implementation and the method of payment for all reconstruction and renovation projects that require funding from IFW.
4. The Town may, from time to time, establish such rules and regulations as it deems necessary to provide for proper use and protection of the Property and facilities, provided that the launch ramp and parking area shall always remain open and unobstructed to public use for anglers and boaters and that the policy that public parking use of the Property shall be on a first come, first served basis shall not be changed. Such rules and regulations shall be nondiscriminatory in accordance with

Section 2 of this Agreement. The Property shall not be deemed closed and obstructed, for the purposes of this agreement, if the launch, ramp and parking areas are full.

5. The Town may establish a public user fee system but only for users of the beach area on the Property. All fees collected from beach users shall be site specific and used by the Town to operate, maintain and improve the entire Property. Any surplus revenues from any one year's collection shall be retained and accounted for by the Town and used for future maintenance, repair and operation of the Property. The Town is authorized under this Agreement to collect fees from residents and nonresidents of the Town for use of the beach area only for swimming and bathing related activities. Such fees may be based upon a fee schedule that distinguishes between residents and nonresidents and must be allocated on a reasonable basis so as not to be prohibitive. No fees may be collected from individuals engaged in boating activities, in using the boat launching area or from anyone using any parking areas. Town authority to establish a public user fee system for the beach area shall terminate should beach activities cease and other uses are proposed for this area.
6. The term of this Agreement shall be thirty (30) years beginning May 1, 2000, but the Town's obligations shall commence on the date of completion of improvements on the southwest side of State Route 302 shown on a plan by Kleinschmidt Associates dated March 9, 2000, captioned "Jordan Bay Boat Access Site on Sebago Lake", numbered 348-036. This Agreement shall be automatically renewed for successive terms of ten (10) years each unless written notice to the contrary is given by either party to the other not less than ninety (90) days prior to the termination of this instrument, or any renewal thereof, and such renewal shall be subject to all the terms and conditions of this lease and agreement. This lease is subject to and subordinate to the License Agreement with the MDOT. The provisions set forth in this Lease and Agreement may be modified from time to time by the written mutual consent of the IFW and the Town. Any such modifications must also be approved by the Program Chief for Lands and Development, Federal Aid Division of Region 5, U.S. Fish and Wildlife Service. Should the Town decide to convey written notice to the contrary, or to otherwise withdraw from this Lease Agreement by another means, this Town action shall be considered by both parties as a Town decision to close and terminate Town use of the beach area.
7. In the event that the Town shall fail, neglect, or refuse to fulfill or perform any or all of the terms and conditions of this lease and agreement, the IFW may, after written notice and a thirty (30) day opportunity to cure, give notice of termination of this lease or any renewal thereof, by giving written notice to the Town that the lease shall cease twelve (12) months subsequent to the date of such notice. In the event the Town gives IFW notice that major reconstruction or renovation of the facility is necessary for an area of the facility not associated with the beach or its structures, and if IFW declines to agree to the major reconstruction or renovation, the date of the notice may be deemed by the Town to be the date the Town gave IFW notice of termination. In the event that the Town decides to terminate this Agreement for reasons other than its

own failure to uphold the provisions of the Agreement, the Town shall give IFW at least one (1) year's notice of termination.

8. In the event of termination of this lease and agreement, the IFW may immediately, or any time thereafter, re-enter and take full legal and equitable possession of all property, whether real, personal or mixed and of all fixtures.
9. The Town agrees to defend, indemnify and hold harmless IFW, its agents, attorneys, employees or independent contractors from any and all claims, actions or liabilities of any nature whatsoever arising out of losses and damages resulting from the negligent or willful acts of the Town, its officers, agents, employees or independent contractors, in connection with the Town's operating, management or maintenance activities on the Property. Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the IFW or the Town, their officers, agents or employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law. The Town's obligations under this paragraph are limited to the monetary limits and substantive areas of liability under the Maine Tort Claims Act or any monetary limits and substantive areas exceeding those limits or areas where the Town is insured.
10. The Town shall obtain premises liability insurance to cover the use of the Property with limits of no less than \$400,000 per occurrence, naming the State of Maine Department of Inland Fisheries and Wildlife as an additional insured. Such insurance must provide that the State of Maine be notified in the event the policy is canceled. The Town shall also obtain and maintain property casualty insurance for the personal property on the site such as docks, temporary gatehouses, and temporary sanitation facilities. The Town shall furnish the IFW with satisfactory proof of all insurance prior to assuming responsibility for the operation and maintenance of the Property. Said proof of insurance and any cancellation notices shall be mailed to:

David Fitts, Director
Risk Management Division
Dept. of Administrative and Financial Services
85 State House Station
Augusta, ME 04333-0085

11. The Town shall communicate with the IFW Regional Fishery Biologist, who is located at the Region A Headquarters Building in Gray, ME, on an annual basis (or more frequently as may be desired by the Town) for purposes of providing an update of facility use and operations or to coordinate the addressing of any unforeseen issues. The IFW reserves the right at all times to enter upon and inspect the Property.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized representatives as of the dates indicated.

STATE OF MAINE
DEPARTMENT OF INLAND
FISHERIES & WILDLIFE

Cecile Sibley
Witness

By: [Signature] 3-28-00
Lee Perry, Commissioner Date

TOWN OF RAYMOND

[Signature]
Witness

By: [Signature]
Timothy R. Pomerleau

Witness

By: _____
Michael D. McClellan

[Signature]
Witness

By: Ada K. Brown
Ada K. Brown

[Signature]
Witness

By: [Signature]
Mark H. Acker

[Signature]
Witness

By: Betty Y. McDermott
Betty Y. McDermott

STATE OF MAINE
Kennebec, ss.

March 28, 2000

Then personally appeared the above named Lee D. Perry, Commissioner of the Maine Department of Inland Fisheries and Wildlife, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said State of Maine.

Before me,

Cecile Sibley
Notary Public/ ~~Attorney at Law~~

Cecile Sibley - Notary Public
State of Maine

My Commission Expires February 17, 2005

My commission expires _____

EXHIBIT A

**To Lease from the State of Maine,
Department of Inland Fisheries and Wildlife
To the Town of Raymond, Maine**

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

All that portion of the land and interests in land conveyed by deed from the Trustees of St. Joseph's College to the State of Maine, Department of Inland Fisheries and Wildlife, recorded simultaneously with this lease agreement.

Together with the interests of the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife, in any lands and interests in lands acquired pursuant to an unrecorded License Agreement dated March 3, 2000 by and between the State of Maine, acting by and through its Department of Transportation (MDOT), its Department of Inland Fisheries and Wildlife (MIFW) and the Town of Raymond, such License Agreement being on file with the MDOT and MIFW offices in Augusta, Maine.

Together with the interests of the State of Maine, acting by and through its Department of Inland Fisheries and Wildlife, in the fee interest in those portions of Route 302 to the centerline thereof as lie adjacent to the within leased premises.



Maine Department of Inland
Fisheries and Wildlife
358 Shaker Road
Gray, Maine 04039



Telephone: 207-657-2345 ext.112
Fax: 207-657-2980
Email: francis.brautigam@maine.gov

John Elias Baldacci, Governor

Roland D. Martin,
Commissioner

November 22, 2010

Don Willard
Raymond Town Manager
Raymond Town Office
401 Webb Mills Road
Raymond, ME 04071

Don,

It was a pleasure talking with you the other day. I offer the following thoughts after considering the Town's desire to improve management oversight and reduce administrative costs associated with operating the public beach at the Raymond Beach and Boat Launching Facility.

As you know the MDIFW is committed to ensuring continued public use of the boat launch associated with this facility, and has essentially no vested interest in the management of the beach area. When the facility was initially developed it was the Town that expressed interest in managing the beach on the property and as a result the Department embraced that request in the final design of the facility and in the agreement with the Town. If the beach were closed and all the parking was subsequently devoted to boat launching, the Department would be OK with that decision.

The MDIFW is aware of the general types of problems that have occurred in association with use of the beach portion of the property and understands the Town's desire to explore various options to resolve management concerns, and financial burdens. For example, you indicated the Town might explore privatization of beach management and/or possibly adopting user fees for those visiting the beach. The Department does not support the imposition of user fees at this time for those who use the facility to launch boats. I understand the Town may even decide to close the beach or limit use of the beach. To extent that any of the above actions do not in any way adversely effect public use and parking associated with the operation of the boat launch, the Department will not likely have any concerns with the Town exploring its options to manage the beach. The Department remains committed to maintaining a good working relationship with the Town of Raymond.

Francis

Francis Brautigam
Regional Fisheries Biologist
Maine Department of Inland Fisheries & Wildlife
Gray Headquarters
358 Shaker Road
Gray, Maine 04039
207-657-2345 x112



401 Webbs Mills Road
Raymond, Maine 04071
207.655.4742
Fax 207.655.3024

Memorandum

Date: May 6, 2011

To: Don Willard, Town Manager

From: Danielle Loring

Re: Reconsideration of David Carey's Tax Acquired Property

I have spoken with Tax Collector Sue Carr and she said that Mr. Carey had paid \$20,000 to pay off all liens/current taxes for one of his properties and toward making a partial payment for the remaining four properties. He made a payment arrangement to pay off the remaining \$15,000, that included 2010 taxes, and Mr. Carey has missed several payments and his properties recently foreclosed for 2010 taxes.

Mrs. Carr sent a letter to Mr. Carey informing him that she would be referring his case to the Board of Selectmen if payment was not made by May 4 and there was no response. The properties in question are:

- Map 030, Lot 003 Haskell Avenue Land -- 1 Acre
- Map 030, Lot 016 Haskell Avenue Land -- 1.75 Acres
- Map 031, Lot 003 Bond Street Land -- .71 Acres
- Map 031, Lot 002 Bond Street Land -- .33 Acres

We are looking to the Board of Selectmen to find what is the next step in dealing with these properties that had originally been listed for sale in January, including 0 Valley Road (013/045) which was not sold.

**WARRANT TO CALL REGIONAL SCHOOL UNIT NO. 14
BUDGET MEETING
(20-A M.R.S. §1485)**

TO: Michael Duffy, a resident of Regional School Unit No. 14 (the "Regional School Unit") composed of the Towns of Raymond and Windham, State of Maine.

In the name of the State of Maine, you are hereby required to notify the voters of each of the municipalities within Regional School Unit No. 14, namely, the Towns of Raymond and Windham, that a Regional School Unit Budget Meeting will be held at Windham High School Auditorium, 406 Gray Road, Windham, Maine at 6:30 P.M. on June 1, 2011 for the purpose of determining the Budget Meeting articles set forth below.

ARTICLE 1A: To elect a moderator to preside at the meeting.

**ARTICLES 1 THROUGH 11 AUTHORIZE EXPENDITURES IN COST
CENTER CATEGORIES**

ARTICLE 1: To see what sum the Regional School Unit will be authorized to expend for Regular Instruction.

School Board Recommends \$13,857,429.56

ARTICLE 2: To see what sum the Regional School Unit will be authorized to expend for Special Education.

School Board Recommends \$6,038,336.65

ARTICLE 3: To see what sum the Regional School Unit will be authorized to expend for Career and Technical Education.

School Board Recommends \$345,283.67

ARTICLE 4: To see what sum the Regional School Unit will be authorized to expend for Other Instruction.

School Board Recommends \$832,048.58

ARTICLE 5: To see what sum the Regional School Unit will be authorized to expend for Student and Staff Support.

School Board Recommends \$ 2,843,969.72

ARTICLE 6: To see what sum the Regional School Unit will be authorized to expend for System Administration.

School Board Recommends \$888,603.26

ARTICLE 7: To see what sum the Regional School Unit will be authorized to expend for School Administration.

School Board Recommends \$2,015,145.82

ARTICLE 8: To see what sum the Regional School Unit will be authorized to expend for Transportation and Buses.

School Board Recommends \$2,214,794.85

ARTICLE 9: To see what sum the Regional School Unit will be authorized to expend for Facilities Maintenance.

School Board Recommends \$4,498,862.24

ARTICLE 10: To see what sum the Regional School Unit will be authorized to expend for Debt Service and Other Commitments.

School Board Recommends \$3,402,950.29

ARTICLE 11: To see what sum the Regional School Unit will be authorized to expend for All Other Expenditures.

School Board Recommends \$309,518.17

**ARTICLES 12 THROUGH 14 RAISE FUNDS FOR THE
PROPOSED SCHOOL BUDGET**

ARTICLE 12: To see what sum the Regional School Unit will appropriate for the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and to see what sum the Regional School Unit will raise and assess as each municipality's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with the Maine Revised Statutes, Title 20-A, section 15688. **Recommended amounts set forth below:**

Total Appropriated (by municipality):	Total raised (and Regional School Unit assessments by municipality):
Town of Raymond: \$ 7,051,856.79	Town of Raymond: \$ 6,818,658.74
Town of Windham: \$27,916,408.22	Town of Windham: \$14,325,966.00
School Regional School Unit Total Appropriated	School Regional School Unit Total Raised:
(Sum of above) \$34,968,265.01	(Sum of above) \$21,144,624.74

Explanation: The Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that the Regional School Unit must raise and assess in order to receive the full amount of state dollars.

ARTICLE 13: To see what sum the Regional School Unit will raise and appropriate for the annual payments on debt service previously approved by the Regional School Unit voters for non-state-funded school construction projects and non-state-funded portions of school construction projects in addition to the funds appropriated as the local share of the

Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12.

School Board Recommends \$845,812.24

Explanation: Non-state-funded debt service is the amount of money needed for the annual payments on the Regional School Unit's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the Regional School Unit voters.

ARTICLE 14: To see what sum the Regional School Unit will raise and appropriate in additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690 (**Recommend \$533,965.56**).

Note: The recommended amount (\$533,965.56) required to fund the total school budget recommended by the Regional School Unit Board is \$240,074.66 lower than the \$774,040.22 shortfall in the State's funding of its Essential Programs and Services funding model.

Explanation: The additional local funds are those locally raised funds over and above the Regional School Unit's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Regional School Unit budget for educational programs.

ARTICLE 15 SUMMARIZES THE PROPOSED SCHOOL BUDGET

ARTICLE 15: To see what sum the Regional School Unit will authorize the School Board to expend for the fiscal year beginning July 1, 2011 and ending June 30, 2012 from the Regional School Unit's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state-funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.
School Board Recommends \$37,246,942.81

ARTICLE 16 AUTHORIZES EXPENDITURE OF GRANTS AND OTHER RECEIPTS

ARTICLE 16: In addition to amounts approved in the preceding articles, shall the School Board be authorized to expend such other sums as may be received from federal or state grants or programs or other sources during the fiscal year for school purposes, provided that such grants, programs or other sources do not require the expenditure of other funds not previously appropriated?

ARTICLE 17 AUTHORIZES THE ADULT EDUCATION PROGRAM AND
RAISES THE LOCAL SHARE

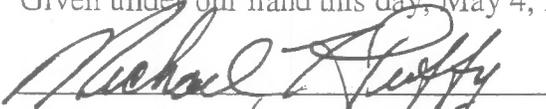
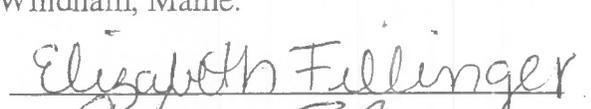
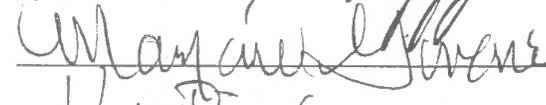
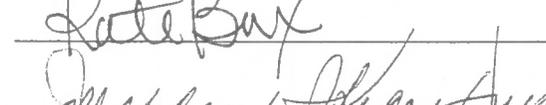
ARTICLE 17: To see if Regional School Unit No. 14 will appropriate \$474,312.38 for adult education and raise \$208,363.00 as the local share; with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

ARTICLE 18 AUTHORIZES A TRANSFER TO AND EXPENDITURE FROM
THE CAPITAL RESERVE FUND

ARTICLE 18: Shall the School Board be authorized to transfer \$400,000.00 from unexpended balances at the end of the 2010-2011 fiscal year to the School Capital Reserve Fund and to expend \$400,000.00 from said reserve fund for the following purposes?

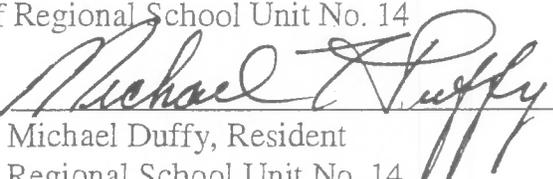
<u>School</u>	<u>Description</u>
Windham Middle School	HVA system upgrade
Windham Primary School	bus loop renovation upgrade

Given under our hand this day, May 4, 2011 at Windham, Maine.

A majority of the School Board of Regional School Unit No. 14

A true copy of the Warrant, attest:


Michael Duffy, Resident
Regional School Unit No. 14



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

To: Board of Selectmen

Date: May 4, 2011

From: Louise Lester, Town Clerk

Subject: Ballot Clerk
Appointments

I have attached the list of Ballot Clerks who I would like appointed for 2011-2012.

As you know our next meetings needing ballot clerks is the RSU #14 public hearing on June 1st, our Annual Town Meeting on June 7th, and our Town Election/Referendum on June 14th.

I appreciate your consideration.

5/4/2011 BALLOT CLERK LIST

1 OF 5

Party	Avail	First Name	Name	Address	CitySt Zip	email #1	phone
D	works	Susan	Accardi	P O Box 928	Raymond, Me 04071		655-2330
D		Rachel A.	Akins	82 Myron Hall Rd	Raymond, Me 04071	rteach4@maine.rr.com	627-6013
D		Robert	Akins	82 Myron Hall Rd	Raymond, Me 04071	bakins1@maine.rr.com	627-6013
D	works	Faye	Bailey	3 Clare Lane	Raymond, Me 04071	Tuesday & Thursday only	655-3040
D		Abel	Bates	1 Cape Rd	Raymond, Me 04071	abates@maine.rr.com	655-3559
D		Alice	Bredenber	PO Box 655	Raymond, Me 04071	abredenb@maine.rr.com	655-2910
D		Nancy	Buzzell	PO Box 483	Raymond, Me 04071		655-4378
D		Basil	Champniss	3 Glen Rd	Raymond, Me 04071	bchampni@maine.rr.com	655-7929
D		Melanie	Champniss	3 Glen Road	Raymond, Me 04071	Bchampni@maine.rr.com	655-7929
D		Deborah	Eastman	PO Box 129	Raymond, Me 04071	none	655-4454
D		Deborah G.	Gideon	179 Raymond Hill Rd	Raymond, Me 04071	dgg@maine.rr.com	655-2585
D		Janice	Gower	9 Oxview Lane	Raymond, Me 04071	ggower1@maine.rr.com	655-3406
D	works	Susan	Hamilton	PO Box 845	Raymond, Me 04071		655-3254
D		Dorothy	Hartman	PO Box 1274	Raymond, Me 04071	dhart703@hotmail.com	655-2724
D		Robert	Hartman	21 Hidden Cove Rd	Raymond, Me 04071	robhart62@hotmail.com	655-2724
D	works	Rowena	Hawkes	162 Egypt Rd	Raymond, Me 04071		655-7073 & school
D		Susan	Hirsch	123 Spring Valley Rd	Raymond, Me 04071	shirsch@maine.rr.com	655-2581
D		Ellen	Huber	PO Box 209	Raymond, Me 04071	none	655-2204

5/4/2011 BALLOT CLERK LIST

2 OF 5

D		Desiree	Kessel	82 Cape Rd	Raymond, Me 04071	ysayy1@fairpoint.net	655-2705
D		Dacia	Klinkerch	143 Spiller Hill Rd	Raymond, Me 04071	daciak@maine.rr.com	514-0462
D		Elisabeth	Lachance	20 Long Dr	Raymond, Me 04071	none	655-3782
D		Catherine	Lipton-McKenna	382 North Raymond Rd	Raymond, Me 04071	catherine@planetsocket.com	998-3317
D	works	Cheryl	Lunde	43 Turtle Cove Rd	Raymond, Me 04071		655-3614
D		Martha	Morrison	718 Webbs Mills Rd	Raymond, Me 04071	marpo@maine.rr.com	627-3351
D		Christopher	Mulvihill	63 Gore Rd	Raymond, Me 04071	justrex@maine.rr.com	655-7649
D		Louise	Murray	P O Box 227	Raymond, Me 04071		655-7162
D		Barbara	O'Neill	67 Spring Valley Rd	Raymond, Me 04071	theoneills@fairpoint.net	655-4376
D	works	Lori	Rand	20 Dryad Woods Rd	Raymond, Me 04071		655-4277
D		Susan	Rehm	23 Kings Grant	Raymond, Me 04071	srehm@maine.rr.com	655-1010
D		Anne	Richards	40 Daggett Dr	Raymond, Me 04071	arichardsg@gmail.com	655-7014
D		Karen	Sanford	222 Mountain Rd	Raymond, Me 04071	att2d@fairpoint.net	627-6049
D		Lee	Street	PO Box 70	Raymond, Me 04071	drleefitz@anxisty solutions.net	655-2737
D		Linda	Taylor	BAD ADDRESS	Raymond, Me 04071		838-4287
D		Faith M.	Towle	12 Woodland Road	Raymond, Me 04071	towle@maine.rr.com	655-5116
D	works	Laurie	Wallace	36 Pulpit Rock Rd	Raymond, Me 040712	rwallac2@maine.rr.com	655-2222
D		Steve	Warshaw	16 Plummer Dr	Raymond, Me 04071		655-6771
G	works	Elisa	Trepanier	5 Salmon Run	Raymond, Me 04071	elisa_maps@yahoo.com	221-3251 318-4368

5/4/2011 BALLOT CLERK LIST

3 OF 5

R		Linda	Alexander	1 Pine Lane	Raymond, Me 04071	dalexan1@maine.rr.com	655-4640
R		Jane	Bartlett	106 Sloanes Cove Rd	Raymond, Me 04071		655-7185
R		Kathleen	Bent	5 Shore Rd	Raymond, Me 04071		615-9341
R		Shirley	Bloom	26 Seabago Rd	Raymond, Me 04071		655-7249
R	works	Suzanne	Brockelbank	3 Mill Street	Raymond, Me 04071		655-4915
R	works	Joseph	Bruno	4 Christina Court	Raymond, Me 04071		627-4979
R		Suzanne	Bruno	4 Christina Court	Raymond, Me 04071		627-4979
R		Carolyn	Burnham	36 Wind In Pines Rd	Raymond, Me 04071		655-4642
R		Sean	Carr	61 Spiller Hill Rd	Raymond, Me 04071		655-2696
R		Marie	Connolly	10 Chickadee Ln	Raymond, Me 04071	mkconnolly@maine.rr.com	?
R		Charles	Cragin	85 Spring Valley Rd	Raymond, Me 04071	ccragin@sysplan.com	655-3646
R		Louise	Doyle	2 Dolimont Rd	Raymond, Me 04071	Louise.Doyle@comcast.net fries1933@yahoo.com	655-4581
R	works	Laurie	Forbes	17 Webbs Mills Rd	Raymond, Me 04071		655-4107
R	works	Greg	Foster	29 Ledge Hill Rd	Raymond, Me 04071	timbergf@aol.com	998-5237 671-5287
R	PT works	Tacy	Hartley	PO Box 1034 46 Northern Pines Rd.	Raymond, Me 04071	tacyhartley@aol.com	655-2447
R		Anita	Holmquist	P O Box 354	Raymond, Me 04071	wholmqui@maine.rr.com	655-7672
R	works	Charlotte	Jewell	17 Hartley Lane	Raymond, Me 04071	ban_zus@yahoo.com	655-4221
R		Louise	Lester	P O Box 346	Raymond, Me 04071	louise1@maine.rr.com	655-4224
R		Carol	Meador	24 Sloanes Cove Rd	Raymond, Me 04071		655-4434

5/4/2011 BALLOT CLERK LIST

4 OF 5

R		Peggy	Merrill	15 Elizabeth Ave	Raymond, Me 04071		655-7252
R		Irene	Morris	6 Kings Grant	Raymond, Me 04071	rmorris18@maine.rr.com	655-4711
R		Roberta	Morton	9 Mill St	Raymond, Me 04071		655-3533/655-4772
R		Vonla	Murdock	42 Mill St	Raymond, Me 04071		655-7510
R	works	Deborrah	Murray	5 Damon Rd	Raymond, Me 04071		655-7482
R	works	Robert	Murray	5 Damon Rd	Raymond, Me 04071		655-7482
R	works	Lisa	Nunley	1 Brook Road	Raymond, Me 04071	rnunley2@maine.rr.com	655-3333
R	works	Teresa	Sadak	207 Webbs Mills Rd	Raymond, Me 04071	tsadak1@maine.rr.com	655-5411
R	works	Joseph	Sousa	61 Sloans Cove Rd	Raymond, Me 04071	Joseph.Sousa@mebng.ang.nf.mil	221-0346
R		Eileen	Stiles	94 Deep Cove Rd	Raymond, Me 04071		655-4193
R		Loretta	Toder	PO Box 317	Raymond, Me 04071	wtoder1@maine.rr.com	655-3607
R		Kathryn	Wallace	33 Kings Grant	Raymond, Me 04071	adlib@maine.rr.com	655-3969
U		Elizabeth	Rand	518 Webbs Mills Rd	Raymond, Me 04071		655-6965
U		Natalie	Foss	4 Brown Rd	Raymond, Me 04071		655-7661
U		Susan	Grondin	P O Box 869	Raymond, Me 04071	rgrondi2@maine.rr.com	655-7047 831-8877
U		Jane	Hubbell	5 Kristin Lane	Raymond, Me 04071		655-5354
U	works	Susan	Lawler	19 Medawisla Ln	Raymond, Me 04071		998-5425
U	works	Sue	Lowberg	9 Elizabeth Ave	Raymond, Me 04071	sueparsons@msm.com susan_b_lowberg@keybank.com	655-3311
U	works	Cindy	Merriman	4 Vogel Rd	Raymond, Me 04071		655-3487

5/4/2011 BALLOT CLERK LIST

5 OF 5

U		Elizabeth	O'Donal	93 Pipeline Rd c/o Patricia Kramer	Raymond, Me 04071	bitsoda@hotmail.com	595-0874/655-3951
U		Alice	Richards	15 Oakledge Hills	Raymond, Me 04071		655-2309
U		Kim	Tees	PO Box 388 42 Blueberry Point Rd	Raymond, Me 04071		655-2122
U		Charles	Turner	32 Maple St	Raymond, Me 04071	turnerlakes@maine.rr.com	655-4841
U	works	Mary Ann	VanHassell	PO Box 428	Raymond, Me 04071	mvanhassee@maine.rr.com	655-4840
U		Debbi	Webber	136 Mountain Rd	Raymond, Me 04071		655-1057

Party	Avail	First Name	Name	Address	CitySt Zip	email #1	phone
D		Rachel A.	Akins	82 Myron Hall Rd	Raymond, Me 04071	rteach4@maine.rr.com	627-6013
D		Robert	Akins	82 Myron Hall Rd	Raymond, Me 04071	bakins1@maine.rr.com	627-6013
D		Abel	Bates	1 Cape Rd	Raymond, Me 04071	abates@maine.rr.com	655-3559
D		Steve	Warshaw	16 Plummer Dr	Raymond, Me 04071		655-6771
R		Suzanne	Bruno	4 Christina Court	Raymond, Me 04071		627-4979
R	works	Laurie	Forbes	17 Webbs Mills Rd	Raymond, Me 04071		655-4107
R		Louise	Lester	P O Box 346	Raymond, Me 04071	louise1@maine.rr.com	655-4224

Town of Raymond, Maine

Fraud Policy

BACKGROUND

This municipal fraud policy is established to facilitate the development of controls which will aid in the detection and prevention of fraud against the Town of Raymond, Maine. It is the intent of the Town of Raymond to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

SCOPE OF POLICY

This policy applies to any fraud, or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship with the Town of Raymond (also called the Town). Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Town.

POLICY

Management is responsible for the detection and prevention of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Each member of the management team will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity. Any fraud that is detected or suspected must be reported immediately to the Town Manager, who coordinates all investigations with the Board of Selectmen and Town Attorneys, and other affected areas, both internal and external.

ACTIONS CONSTITUTING FRAUD

The terms defalcation, misappropriation, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act
- Forgery or alteration of any document or account belonging to the Town
- Forgery or alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other assets
- Impropriety in the handling or reporting of money or financial transactions
- Disclosing confidential and proprietary information to outside parties
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Town. Exception: gifts less than \$10 in value.
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any similar or related inappropriate conduct

OTHER INAPPROPRIATE CONDUCT

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and the Town Manager. If there is any question as to whether an action constitutes fraud, contact the Town Manager for guidance.

Town of Raymond, Maine

Fraud Policy

INVESTIGATION RESPONSIBILITIES

The Town Manager has the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, the Town Manager will issue reports to the appropriate designated personnel, including the Board of Selectmen.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and management, as will final decisions on disposition of the case.

CONFIDENTIALITY

The Town Manager treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Town Manager immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see REPORTING PROCEDURE section below).

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the Town from potential civil liability.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Members of the investigation unit will have:

- Free and unrestricted access to all Town records and premises, whether owned or rented; AND
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

REPORTING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

An employee who discovers or suspects fraudulent activity will contact the Town Manager immediately. The employee or other complainant may remain anonymous. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer, should be directed to the investigations unit or the legal department. No information concerning the status of an investigation will be given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation", "the crime", "the fraud", "the forgery", "the misappropriation", or any other specific reference.

Town of Raymond, Maine

Fraud Policy

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the Town Manger or Town Attorneys.

TERMINATION

If an investigation results in a recommendation to terminate an individual, the recommendation will be reviewed for approval by the Town Manager, the Board of Selectmen, and, if necessary, by Town Attorneys, before any such action is taken.

ADMINISTRATION

The Town Manager and Board of Selectmen are responsible for the administration, revision, interpretation, and application of this policy. The policy will be reviewed periodically and revised as needed.

APPROVAL

_____ Board of Selectmen	_____ Date

30-A §2602. VACANCY IN MUNICIPAL OFFICE

30-A §2602. VACANCY IN MUNICIPAL OFFICE

1. When vacancy exists. A vacancy in a municipal office may occur by the following means:

A. Nonacceptance; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. Resignation; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Death; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. Removal from the municipality; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. Permanent disability or incompetency; [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. Failure to qualify for the office within 10 days after written demand by the municipal officers; or [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

G. Failure of the municipality to elect a person to office. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Vacancy in office other than selectman or school committee. When there is a vacancy in a town office other than that of selectman or school committee, the selectmen may appoint a qualified person to fill the vacancy.

[1991, c. 270, §3 (AMD) .]

3. Vacancy in office of selectman. When there is a vacancy in the office of selectman, the selectmen may call a town meeting to elect a qualified person to fill the vacancy.

[1991, c. 270, §3 (AMD) .]

4. Vacancy in school committee. A vacancy in a municipality's school committee shall be filled as provided in Title 20-A, section 2305, subsection 4.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

5. Person appointed qualifies. The person appointed to fill a vacant office must qualify in the same manner as one chosen in the regular course of municipal activity.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

6. Home rule authority. Under its home rule authority, a municipality may apply different provisions governing the existence of vacancies in municipal offices and the method of filling those vacancies as follows:

A. Any change in the provisions of this section relating to a school committee must be accomplished by charter; and [1993, c. 369, §1 (AMD).]

B. Any change in the provisions of this section relating to any other municipal office may be accomplished by charter or ordinance. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1993, c. 369, §1 (AMD) .]

7. Authority to act. Words in any statute, charter or ordinance giving authority to 3 or more persons authorize a majority to act when the statute, charter or ordinance does not otherwise specify. Notwithstanding any law to the contrary, a vacancy on an elected or appointed municipal or quasi-municipal body does not in itself impair the authority of the remaining members to act unless a statute, charter or ordinance expressly prohibits the municipal or quasi-municipal body from acting during the period of any vacancy and does not in itself affect the validity of any action no matter when taken.

[2007, c. 396, §3 (NEW); 2007, c. 396, §4 (AFF) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§C8,10 (AMD). 1991, c. 270, §3 (AMD). 1993, c. 369, §1 (AMD). 2007, c. 396, §3 (AMD). 2007, c. 396, §4 (AFF).

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30-A §2528. SECRET BALLOT

30-A §2528. SECRET BALLOT

The following provisions govern a town's use of a secret ballot for the election of town officials or for municipal referenda elections. A vote by secret ballot takes precedence over a vote by any other means at the same meeting. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

1. Acceptance by town. When any town accepts this section at a meeting held at least 90 days before the annual meeting, the provisions of this section apply to the election of all town officials required by section 2525 to be elected by ballot, except the moderator, who shall be elected as provided in section 2524, subsection 2.

A. The provisions of this section relating to the nomination of town officials by political caucus apply only when a town separately accepts those provisions at a meeting held at least 90 days before the annual meeting. If any town accepts those provisions, they remain effective until the town votes otherwise. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. A town may accept only the provisions of subsection 4, relating to the nomination of town officials, as provided in section 2527. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Designation, number and terms of officials. At the time of acceptance, the town shall determine, by a separate article in the warrant, which other officials are to be elected according to this section, and may determine the number and terms of selectmen, assessors and overseers according to section 2526.

A. After the determination under this subsection, a town may not change the designation, number or terms of town officials, except at a meeting held at least 90 days before the annual meeting. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Voting place specified; polls. The warrant for a town meeting for the election of officials must specify the voting place, which must be in the same building or a building nearby where the meeting is to be held. The warrant for a town meeting for the election of officials that occurs at the same time as voting in federal, state or county elections, but not at the same time as a town meeting held for other purposes, may specify the same voting places as those used by the town for federal, state or county elections. The warrant must specify the time of opening and closing the polls, which must be kept open at least 4 consecutive hours.

A. In the warrant for a town meeting under this section, the municipal officers may designate the date of the election and designate another date within 14 days of the date set for elections as the time for considering the other articles of business in the warrant. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[2003, c. 569, §1 (AMD) .]

4. Nomination papers; caucuses. The nomination for any office shall be made by nomination papers or by political caucus as provided in this subsection.

A. The municipal clerk shall make nomination papers available to prospective candidates during the 40 days before the filing deadline. Before issuing nomination papers, the clerk must complete each sheet by writing in the name of the candidate and the title and term of office being sought.

(1) Nomination papers must be signed by the following number of voters based on the population of the town according to the last Federal Decennial Census of the United States:

- (a) Not less than 3 nor more than 10 in towns with a population of 200 or less;
- (b) Not less than 10 nor more than 25 in towns with a population of 201 to 500; and
- (c) Not less than 25 nor more than 100 in towns with a population of more than 500.

(2) Each voter who signs a nomination paper shall add the voter's residence with the street and number, if any. The voter may sign as many nomination papers for each office as the voter chooses, regardless of the number of vacancies to be filled. [1995, c. 102, §1 (AMD) .]

B. At the end of the list of candidates for each office, there must be left as many blank spaces as there are vacancies to be filled in which a voter may write in the name and, if residence in the municipality is not a requirement to hold office, municipality of residence of any person for whom the voter desires to vote. A sticker may not be used to vote for a write-in candidate in any municipal election other than a primary election. [1991, c. 83, §1 (AMD) .]

C. Completed nomination papers or certificates of political caucus nomination must be filed with the clerk during business hours by the 45th day prior to election day. They must be accompanied by the written consent of the person proposed as a candidate agreeing:

- (1) To accept the nomination if nominated;
- (2) Not to withdraw; and
- (3) If elected at the municipal election, to qualify as such municipal officer.

When these papers and certificates are filed, the clerk shall make them available to public inspection under proper protective regulations. The clerk shall keep them in the office for 6 months. [1993, c. 608, §6 (AMD) .]

D. A nomination paper or a certificate of political caucus nomination that complies with this section is valid unless a written objection to it is made to the municipal officers by the 43rd day prior to election day.

- (1) If an objection is made, the clerk shall immediately notify the candidate affected by it.
- (2) The municipal officers shall determine objections arising in the case of nominations. Their decision is final. [1993, c. 608, §6 (AMD) .]

E. Notwithstanding this subsection, when the municipal officers determine to fill a vacancy under section 2602, which must be filled by election, the municipal officers may designate a shorter time period for the availability of nomination papers, but not less than 10 days before the filing deadline, and may designate a shorter time period for the final date for filing nomination papers, but not less than the 14th day before election day. Notice of the designation shall be posted in the same place or places as town meeting

warrants are posted and local representatives of the media shall be notified of the designation. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1995, c. 102, §1 (AMD) .]

5. Referendum questions. By order of the municipal officers or on the written petition of a number of voters equal to at least 10% of the number of votes cast in the town at the last gubernatorial election, but in no case less than 10, the municipal officers shall have a particular article placed on the next ballot printed or shall call a special town meeting for its consideration. A petition or order under this subsection is subject to the filing provisions governing nomination papers under subsection 4.

The municipal officers shall hold a public hearing on the subject of the article at least 10 days before the day for voting on the article. At least 7 days before the date set for the hearing, the municipal officers shall give notice of the public hearing by having a copy of the proposed article, together with the time and place of hearing, posted in the same manner required for posting a warrant for a town meeting under section 2523. The municipal officers shall make a return on the original notice stating the manner of notice and the time it was given.

A. The requirement for public hearing is not a prerequisite to the valid issuance of any bond, note or other obligation of a municipality authorized to borrow money by vote under any such particular article. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. If a particular article to be voted on by secret ballot requests an appropriation of money by the municipality, the article, when printed in the warrant and on the ballot, must be accompanied by a recommendation of the municipal officers.

(1) If by town meeting vote or charter provision, a budget committee has been established to review proposed town expenditures, the recommendations of the budget committee shall be printed in addition to those of the municipal officers.

(2) If the action affects the school budget, a recommendation by the school board shall be printed in addition to those of the municipal officers and the budget committee, if any. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. If the warrant for a town meeting contains only articles for the election of the moderator and one or more referendum questions to be voted on by secret ballot, the municipal officers may specify the same voting places as those used by the town for federal, state or county elections. [2003, c. 569, §2 (NEW) .]

[2003, c. 569, §2 (AMD) .]

6. Ballots, specimen ballots and instruction cards. The clerk shall prepare ballots, specimen ballots and instruction cards according to the following provisions.

A. The ballot shall contain the names of properly nominated candidates arranged under the proper office designation in alphabetical order by last name. It may contain no other names. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. At the end of the list of candidates for each office, there must be left as many blank spaces as there are vacancies to be filled in which a voter may write in the name and, if residence in the municipality is not a requirement to hold office, municipality of residence of any person for whom the voter desires to vote. A sticker may not be used to vote for a write-in candidate in any municipal election other than a primary election. [1991, c. 83, §2 (AMD).]

C. Any question or questions required by law to be submitted to a vote shall be printed either below the list of candidates or on a separate ballot from the ballot listing candidates. If a separate ballot is used, this ballot must be a different color than the ballot listing candidates. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. A square shall be printed at the left of the name of each candidate, and 2 squares shall be printed at the left of any question submitted with "yes" above one and "no" above the other, so that a voter may designate the voter's choice clearly by a cross mark (X) or a check mark (.). [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

E. Words of explanation such as "Vote for one" and "Vote yes or no" may be printed on the ballot. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

F. Ballots must be uniform in size. On the ballot must appear "Official Ballot for the Town of", the date of election and a facsimile of the signature of the clerk. [1993, c. 608, §7 (AMD).]

G. A sufficient number of ballots shall be printed, photocopied or otherwise mechanically reproduced and furnished, and a record of the number shall be kept by the clerk. The printed ballots shall be packaged in convenient blocks so that they may be removed separately. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

H. Ten or more specimen ballots printed on paper of a distinctive color without the endorsement of the clerk shall be provided. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

I. Instruction cards containing the substance of Title 21-A, sections 671 to 674, 681, 682, 692 and 693, to guide voters in obtaining and marking ballots and to inform them of penalties for improper conduct shall be printed. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

J. The ballots and specimen ballots shall be packed in sealed packages with marks on the outside specifying the number of each enclosed. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

K. When voting machines are used, the clerk shall prepare and furnish ballot labels that comply, as nearly as practicable, with the provisions of this section which apply to ballots. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1993, c. 608, §7 (AMD) .]

6-A. Candidate withdrawal; new ballots. The following provisions govern the withdrawal of a candidate from an elective race.

A. A candidate may withdraw from an elective race by notifying the municipal clerk in writing of the candidate's intent to withdraw and the reason for withdrawal at least 45 days before the election. This notice must be signed by the candidate and must be notarized. [1993, c. 608, §8 (NEW).]

B. Within the 45-day period before an election, the municipal clerk may allow a candidate to withdraw from an elective race. A candidate who requests to withdraw within the 45-day period before an election shall notify the municipal clerk in writing of the candidate's intent to withdraw and the reason for withdrawal. This notice must be signed by the candidate and must be notarized. [1993, c. 608, §8 (NEW).]

C. The municipal clerk shall ensure that new ballots are produced, if necessary, to reflect the withdrawal of a candidate from an elective race. [1993, c. 608, §8 (NEW).]

[1993, c. 608, §8 (NEW) .]

6-B. Inspection of ballots in an election. Upon receipt of a package or box containing absentee ballots for an election, the municipal clerk may open the sealed package or box of ballots and verify that the ballots do not contain any errors and that the correct number of ballots has been received. The clerk may then proceed to issue absentee ballots in response to pending requests. Upon receipt of a package or box containing regular ballots for an election, the clerk may open, in the presence of one or more witnesses, the sealed package or box of ballots and verify that the ballots do not contain any errors and that the correct number of ballots has been received. Ballots to be used for testing electronic tabulating devices may be removed at this time and immediately marked with the word "TEST" across the front side of the ballot in black or blue indelible ink. The clerk shall keep a record of the number of ballots used for testing purposes and seal the record with the test ballots in a container labeled "TEST BALLOTS" at the conclusion of the testing. The clerk shall then reseal the package or box of regular ballots and secure the package or box of ballots until election day, when it is delivered to the warden at the polling place.

[2007, c. 19, §1 (NEW) .]

7. Specimen ballot posted. At least 4 days before the election, the clerk shall have posted in one or more conspicuous, public places a specimen ballot or a list, substantially in the form of a ballot, containing the name and office designation of each candidate.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

8. Ballot clerks. Before the polls are opened, the selectmen shall appoint the necessary number of ballot clerks as provided in Title 21-A, section 503. When there are vacancies after the polls are opened, the moderator shall appoint replacement clerks. The ballot clerks shall be sworn before assuming their duties.

A. On election day, before the polls are opened, the clerk shall deliver the ballots to the ballot clerks and shall post an instruction card at each voting compartment and at least 3 instruction cards and 5 specimen ballots in the voting room outside the guardrail enclosure. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

B. The ballot clerks shall give a receipt to the clerk for the ballots received by them. The clerk shall keep the receipt in the clerk's office for 6 months. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

C. Ballots may not be delivered to the voters until the moderator has been elected. The moderator may appoint a qualified person to act as temporary moderator during a temporary absence from the polling place. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

D. The selectmen shall prepare a duplicate incoming voting list for the use of the ballot clerks. The law pertaining to incoming voting lists applies equally to duplicate incoming voting lists. [1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD).]

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

9. After votes counted, ballots delivered to clerk. After the ballot clerks have counted and tabulated the votes cast, the moderator shall deliver the ballots to the clerk who shall seal them in a suitable package and keep them in the clerk's office for 2 months.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

10. Election by plurality vote; tie vote. Election must be by plurality vote. In the case of a tie vote, the meeting must be adjourned to a day certain, when ballots are again cast for the candidates tied for the office in question, unless all but one tied candidate withdraw from a subsequent election by delivering written notice of withdrawal signed by the candidate and notarized to the municipal offices within the 7-day period following the election. After the 7-day period has expired, the municipal officers shall call a run-off election between the remaining candidates by posting a warrant in the manner required for calling a town meeting. If only one candidate remains, that candidate is declared the winner and sworn into office.

If the meeting is adjourned sine die before a tie vote is resolved or the tie vote is discovered after the meeting adjourns sine die and more than one candidate remains, a new meeting must be called to conduct a run-off election by the method described in this subsection.

[1997, c. 733, §1 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 104, §§A18-20,C8, C10 (AMD). 1991, c. 83, §§1,2 (AMD). 1991, c. 323, (AMD). 1993, c. 608, §§6-8 (AMD). 1995, c. 13, §1 (AMD). 1995, c. 102, §1 (AMD). 1997, c. 733, §1 (AMD). 2003, c. 569, §§1,2 (AMD). 2007, c. 19, §1 (AMD).

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Shall an ordinance entitled “Ordinance for the Recall of Public Officials” be enacted?
Yes No

Ordinance for the Recall of Elected Municipal Officials

SECTION 1. Authority

This Ordinance is adopted pursuant to Title 30-A M.R.S.A. Section 2602 (6)

SECTION 2. Applicability

Any elected Selectman of the Town of Casco may be recalled and removed from office as herein provided for.

SECTION 3. Petitions for Recall.

- a. The petition for recall must contain only signatures of the registered voters of the Town of Casco, equal to ten percent (10%) of the number of votes cast in the last Gubernatorial election but in all cases no less than ten.
- b. The petition shall be addressed to those members of the Board of Selectmen having no interest in the subject matter of the petition; if petition for the recall of all Selectmen are submitted, then the petition will be addressed to the Town Clerk.
- c. The petition shall state the name and office of the person whose removal is being sought.
- d. If recall of more than one official is being sought, there shall be a separate petition for each official whose removal is being sought.
- e. Each page of the petition shall provide a space for the voter's signature, address and printed name.
- f. All petition pages thereof shall be filed as one document.

SECTION 4. Clerk's Certification

Within ten (10) days of receipt of the petition, the Town Clerk shall certify the signatures contained on the petition and shall determine if the petition meets all of the qualifications as set forth in Section 3 of this Ordinance. Should the petition be found insufficient, the petition will be filed in the Town Clerk's office and the voter who filed the petition will be notified.

SECTION 5. Calling the Recall Election

- a. If the petition is certified by the Town Clerk to be sufficient, he or she will submit the same with his or her certification to the Board of Selectmen at their next regular meeting and shall notify the official or officials whose removal is being sought of such action.
- b. The Selectmen, upon receipt of the certified petition, shall within ten (10) days time of receipt order an election by secret ballot, pursuant to 30-A MRSA / 2528, to be held not less than 45 nor more than 60 days thereafter, provided that a regular municipal election will not be held within 90 days of receipt of the certified petition; in this case, the Selectmen may, at their discretion provide for the holding of the recall election on the date of the regular municipal election.
- c. In the event that the Board of Selectman fails or refuses to order an election as herein provided, the Town Clerk shall call the election to be held not less than 45 days nor more than 60 days following the Board of Selectmen's failure or refusal to order the required election.

SECTION 6. Ballots for Recall Election

Unless the official or officials whose removal is being sought have resigned within ten (10) days of receipt of the petition by the Board of Selectmen or Town Clerk, the ballots shall be printed and shall read, "SHALL _____ BE RECALLED?," with the name of the official whose recall is being sought inserted in the blank space.

SECTION 7. Result of Election

In the event of an affirmative vote for removal, such vote shall take effect as of the recording of the vote tabulation into the records.

SECTION 8. Vacancies to be Filled

Any vacancy resulting from removal from office under this ordinance shall be filled in accordance with the provisions contained in the Maine State Statutes.

TOWN OF SKOWHEGAN

ORDINANCE FOR THE RECALL OF ELECTED MUNICIPAL OFFICIALS

Adopted, Special Town Meeting, October 25, 2001

SECTION 1. Applicability and Establishment

Any elected Official of the Town of Skowhegan, except school Board members, may be recalled and removed from office as herein provided.

SECTION 2. Petitions for Recall

- a. Recall shall be initiated by petition.
- b. The petition for recall must contain only signatures of the registered voters of the Town of Skowhegan, equal to ten percent (10%) of the number of votes cast in Skowhegan in the last Gubernatorial election.
- c. The petition shall be addressed to those members of the Board of Selectmen having no interest in the subject matter of the petition, but the petition shall in every case, be filed with the Town Clerk or Deputy Town Clerk.
- d. The petition shall state the name and office, or offices, of the person whose removal is being sought.
- e. If recall of more than one official is being sought there shall be a separate petition for each official whose removal is being sought.
- f. Each page of the petition shall be ruled, and each line shall provide a space for the voters' signatures, address and printed name.
- g. All pages of a single petition shall be filed as one document. The Town Clerk or Deputy Town Clerk shall not file the petition until at least one person supplies contact information on behalf of the petitioners.

SECTION 3. Clerk's Certification

Within ten (10) calendar days of receipt of the petition the Town Clerk or Deputy Town Clerk shall certify the signatures contained on the petition and shall determine if the petition meets all of the requirements as set forth in Section 2 of this Ordinance. Should the petition be found insufficient, the petition will be retained in the Town Clerk's Office and the person who filed the petition will be notified.

SECTION 4. Calling the Recall Election

- a. If the petition is certified by the Town Clerk or Deputy Town Clerk to be sufficient, he or she will submit the same with his or her certification to the Board of Selectmen at their next regular meeting and shall notify the official or officials whose removal is being sought of such action.
- b. The Board of Selectmen upon receipt of the certified petition shall within ten (10) days time of receipt order an election by secret ballot, pursuant to 30-A MRSA §2528, to be held forty-five (45) days thereafter.
- c. No petition for recall will be accepted during the first ninety (90) days or during the last ninety (90) days of a multi year term.
- d. Once a recall petition has been called and failed, no recall may be filed within ninety (90) days after such vote.

SECTION 5. Ballots for Recall Election

Unless the official, or officials, whose removal is being sought have resigned within ten (10) days of receipt of the petition by the Board of Selectmen, the ballots shall be printed and shall read "SHALL _____ BE RECALLED FROM THE OFFICE OF _____?" (with the name of the official whose recall is being sought inserted in the blank space.) If the petition seeks the recall of a person from more than one office, each office must be named.

SECTION 6. Result of the Election

In the event of an affirmative vote for removal, such vote shall take effect the day following the day of voting.

SECTION 7. Vacancies to be Filled

Any vacancy resulting from the removal from office under this ordinance shall be filled in accordance with the provisions contained in the Maine State statutes.

Give under our hands this _____ day of _____

Adopted by the voters the _____

TOWN OF PALMYRA, MAINE

ORDINANCE RELATING TO THE RECALL OF ELECTED OFFICIALS

ELECTED OFFICIALS MAY BE RECALLED:

Any elected official, other than a School Committee member, may be recalled and removed from office by the qualified voters of the Town as herein provided. Recall is intended to be used when, in the opinion of the number of voters hereinafter specified, an elected official, acting as such, has caused a loss of confidence in the official's judgment or ability to perform the duties and responsibilities of the office.

AFFIDAVIT, PETITION, PREPARATION AND FILING:

1. Any twenty-five (25) qualified voters of the Town may file with the Town Clerk an affidavit containing the name of the official sought to be recalled and a statement of specific facts to support the grounds of recall. The Town Clerk shall forthwith transmit a copy of such affidavit to the official sought to be recalled and to the Board of Selectmen.

2. Within five (5) days from the date of filing of the affidavit, the Town Clerk shall deliver to the twenty-five (25) voters making such affidavit a sufficient number of petition forms demanding such recall.

(a) The recall petition forms shall be issued, consecutively numbered, and signed by the Town Clerk, who shall set the official seal thereto.

(b) The forms shall be addressed to the Board of Selectmen.

(c) The forms shall contain the name of the official sought to be recalled, and the grounds of recall as stated in said affidavit, and demand the election of the successor to such official.

(d) The petition (total of all forms issued) shall be signed by registered voters of the Town of Palmyra equal to at least 10% of the votes cast for the office of Governor at the most recent gubernatorial election, but in no case less than 75 voters, and to every signature shall be added the place of residence of the signer.

(e) The recall petition forms shall be filed with the Town Clerk within thirty (30) days of the issuance of such petition.

(f) The Town Clerk shall deliver the petition to the Registrar of Voters who shall, within five (5) days, certify the number of signatures, which are qualified voters of the Town

2 - Ordinance Re. Recall

ELECTION AS TO RECALL AND PUBLIC HEARING:

1. If the petition shall be certified to be sufficient by the Town Clerk and the Registrar of Voters, the Town Clerk shall allow five (5) days for the filing of legal challenges to the signatures on the petition. If no such challenges are filed, the Town Clerk shall forthwith certify and submit the petition to the Board of Selectmen.

2. The Board of Selectmen shall forthwith give written notice to the official sought to be removed of the receipt of the certified petition and, if the official does not resign within five (5) days, shall order a Town meeting be held for the purpose of electing a replacement official, on a day fixed by them not less than thirty (30) or more than forty-five (45) days after the date of the Town Clerk's certification that a sufficient petition is filed.

3. If a vacancy occurs in said office after a recall election has been so ordered, the Town meeting shall nevertheless proceed as provided in this section.

4. The official sought to be recalled may request a hearing at the Town meeting; in which case the Selectmen shall provide the opportunity for a hearing.

NOMINATION OF CANDIDATES:

Any official being recalled shall not be a candidate at the recall election. The nomination of candidates, the publication of the Warrant for recall election, and the conduct of said meeting shall be in accordance with the provisions of the Laws of the State of Maine relating to elections.

INCUMBENT TO CONTINUE DUTIES DURING RECALL PROCESS:

The incumbent (unless he/she has submitted a written resignation to the Selectmen) shall continue to perform the duties of the office until the results of the recall election are certified. If not recalled, the official shall continue in office for the remainder of the unexpired term, subject to subsequent recall only, as provided in the last paragraph of this ordinance. If recalled, the official shall be deemed removed from office upon the certification of the election results.

FORM OF BALLOTS FOR RECALL;

PRESENT TOWN MEETING ELECTION PROCESS:

Separate ballots shall be used for each official whose recall is sought. The Warrant for the Town Meeting shall contain an itemized list of each official being recalled; votes shall be yes or no. After the vote on the recall is counted and it is determined that the official has, in fact, been recalled, ballots shall be cast for the replacement candidates.

METHOD TO BE USED IF AUSTRALIAN BALLOT IS ADOPTED:

Ballots used in a recall election shall contain a separate question for each official whose recall is sought, as follows: "Shall (name of official) be recalled from office?" and shall contain two separate boxes, one for a "yes" vote, and one for a "no" vote. Under each separate question there shall appear the word "CANDIDATES" and the direction "VOTE FOR ONE", and beneath this the names of candidates who have submitted nomination papers in accordance with the provisions of the Australian Ballot. In the event the recall is passed, the candidate receiving the greatest number of votes shall be deemed elected.

LIMITATION ON PETITIONS

No recall petition shall be filed against an official within the first four (4) months of taking office; nor, in the case of an official subject to recall election and not removed thereby, until at least six (6) months after that election.

Town of Minot
Ordinance for the Recall of Certain Elected Municipal Officers

Section 1: Establishment

Under M.R.S.A. Title 30-A Section 2602(6) amended October 13, 1993, a town may enact an ordinance for the recall and removal of elected municipal officials with the exception of School Board Members as noted in M.R.S.A. Title 30-A, Section 2602.

Section 2: Applicability

Any elected selectman or assessor of the Town of Minot may be recalled and removed from office as herein provided for.

Section 3: Petitions for Recall

1. The Petition for Recall must contain the signatures of a number of voters of the Town of Minot, equal to Ten Percent (10%) of the number of votes cast in the last Gubernatorial Election, but in all cases no less than Ten (10).
2. The Petition shall be addressed to those Members of the Board of Selectmen having no interest in the subject matter of the Petition.
3. The Petition shall state the name and office of the person whose removal is being sought, and a general statement of the reasons such removal is desired.
4. If recall of more than one official is being sought, there shall be a separate Petition for each official whose removal is being sought.
5. Each page of the Petition shall provide a space for the voter's signature, address and printed name.
6. All petition pages thereof shall be filed as one document.

Section 4: Clerk's Certification

Within Ten (10) days of receipt of the Petition, the Town Clerk shall certify the signatures contained on the Petition and shall determine if the Petition meets all of the qualifications as set forth in Section 3 of this Ordinance. Should the Petition be found insufficient, the Petition will be filed in the Clerk's Office and the voter who filed the Petition shall be notified.

Section 5: Calling the Recall Election

1. If the Petition is certified by the Town Clerk to be sufficient, he or she shall submit the same with his or her certification to the Board of Selectmen at their next regular meeting and shall notify the official or officials whose removal is being sought of such action.
2. The Selectmen, upon receipt of the certified Petition, shall, within Ten (10) days time of

receipt, order an election by secret ballot, pursuant to Title 30-1, M.R.S.A. Section 2528, to be held not less than Thirty (30), nor more than Sixty (60) days thereafter, provided that a regular municipal election will not be held within Ninety (90) days of receipt of the certified Petition, in this case the Selectmen may, at their discretion, provide for the holding of the recall election on the date of the regular municipal election.

3. In the event that the Town Selectmen fails or refuses to order an election as herein provided, the Town Clerk shall call the election to be held not less than Thirty (30) days, nor more than Sixty (60) days, following the Selectmen's failure or refusal to order the required election.

Section 6: Ballots for Recall Election

Unless the official or officials whose removal is being sought have resigned within Ten (10) days of receipt of the Petition by the Board of Selectmen, the ballots shall be printed and shall read: "Shall _____ be recalled?" with the name of the official whose recall is being sought inserted in the blank space.

Section 7: Result of Election

In the event of an affirmative vote for removal, such vote shall take effect as of the recording of the vote tabulation into the records.

Section 8: Vacancies to be Filled

Any vacancy resulting from removal from office under this Ordinance shall be filled in accordance with the provisions contained in the Maine State Statutes.

Adopted March 4, 2000.

Clerk, Town of Minot