

SELECTMEN'S EPACKET
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BOARD OF SELECTMEN

AGENDA

January 10, 2012

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
 - December 6, 2011
- 3) New Business.
 - a) Certificate of Appreciation for Former Fire Chief Denis Morse- Chairman Joe Bruno
 - b) Consideration of Lease Renewal Proposal (Patricia Ave Cell Tower)- JP Knisell, Site Lease Specialist- Crown Castle
 - c) Liquor License Application Renewal for William & Kimberly Hines (Whines Ent., Inc)DBA Cafe Sebago- Town Clerk Louise Lester
- 4) Old Business
 - a) Request to Add Animal Noise Ordinance to 2012 Annual Town Meeting Warrant- Wayne Geltson, Ledge Hill Road
 - b) Recall and Appointment Ordinance
 - c) Tax Acquired Properties
 - d) Consideration of PACE Program- Chris Hanson, CEO
- 5) Executive Session pursuant to 1 MRSA § 405(6)(H): Meeting with CEO Regarding Pending Land Use Legal Matters
- 6) Executive Session pursuant to 1 MRSA § 405(6)(A): Town Manager Evaluation
- 7) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 8) **Town Manager Report and Communications.**
 - a) Confirm date for next regular meeting:
 - February 7, 2012
- 9) Fiscal Warrants – Payroll and Appropriation Warrants – January 10, 2012
- 10) Adjournment.

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

Board of Selectmen Agenda: January 10, 2012

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Deadline for February 7, 2012 Agenda: January 27, 2012



BOARD OF SELECTMEN

AGENDA

January 10, 2012

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting dated:

- **December 6, 2011**

3) New Business.

a) Certificate of Appreciation for Former Fire Chief Denis Morse- Chairman Joe Bruno

Since 1998, Denis Morse has served the Town of Raymond in the capacity as Fire Chief. Last month, he took a new position as the Fire Department's Business Manager and Assistant Fire Chief Bruce Tupper was appointed as the new Fire Chief. Chairman Joe Bruno will be presenting Mr. Morse with a plaque recognizing him for his 13 years of dedicated service to the citizens of Raymond and the Public Safety Department.

b) Consideration of Lease Renewal Proposal (Patricia Ave Cell Tower)- JP Knisell, Site Lease Specialist- Crown Castle

JP Knisell, Site Lease Specialist for Crown Castle, is requesting a renewal of the lease for the cell tower located on Patricia Avenue which expires June 6, 2020. Attached to the ePacket is the existing lease as well as several options that they are asking the Selectmen to consider.

c) Liquor License Application Renewal for William & Kimberly Hines (Whines Ent., Inc)DBA Cafe Sebago- Town Clerk Louise Lester

The fire department performed the requisite life safety and fire protection ordinance inspections and is recommending approval of this renewal liquor license. Raymond Fire Inspector Craig Messinger has reported that no life safety code violations were found at the establishment at this time (Attached to the ePacket). No complaints have been lodged with the Town against Cafe Sebago regarding their operations.

4) Old Business

a) Request to Add Animal Noise Ordinance to 2012 Annual Town Meeting Warrant- Wayne Geltson, Ledge Hill Road

Mr. Geltson will address the Selectmen regarding his ongoing problems related to rooster noise from animals housed at 51 Ledge Hill Road and owned by John Russo. Mr. Geltson's specific request is that the Selectmen draft and present an ordinance to regulate such noise for consideration by the 2012 Annual Town Meeting voters.

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

Board of Selectmen Agenda: January 10, 2012

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Deadline for February 7, 2012 Agenda: January 27, 2012

b) Recall and Appointment Ordinance

Raymond citizens, Jack Fitch and Frank McDermott, asked the Board of Selectmen to consider creating an Elected Official's Recall Ordinance at the April 5, 2011 BOS meeting, as authorized under Maine Law M.R.S.A. Title 30-A §2602(6). This would allow Raymond voters to petition for the removal of elected officials, with the exception of school board members, from office. Attached to the ePacket is a document that was drafted based upon the Selectmen specifications and Maine Law. Included in this is the previously drafted language for an Appointment Ordinance which would allow for the Selectmen to appointment of elected officials, except in the case of a "successful" recall.

c) Tax Acquired Properties

Town Staff has prepared a summary of current Tax Acquired Properties and is requesting Selectmen guidance on whether to move toward public sale or retaining any properties for town use. The property information has been sent to the Conservation Commission for comment and they have recommended which properties they feel should be retained (see ePacket). Staff has conducted site visits (see brief report in ePacket) to better assess the properties' potential town use. The Tax Acquired Property Policy is attached to the ePacket.

d) Consideration of PACE Program- Chris Hanson, CEO

Code Enforcement Officer, Chris Hanson, will be presenting the Selectmen with information about the State Efficiency Maine Funded Property Assessed Clean Energy (PACE) loan program which partners with municipalities to make low interest financing and cash incentives available to residents for energy conservation related home improvements. Part of participating in the program involves adopting a local PACE Ordinance (attached to the ePacket).

5) Executive Session pursuant to 1 MRSA § 405(6)(H): Meeting with CEO Regarding Pending Land Use Legal Matters

6) Executive Session pursuant to 1 MRSA § 405(6)(A): Town Manager Evaluation

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

8) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **February 7, 2012**

b) Planning Board Public Hearing for Ordinance changes on January 25, 2011 at 7pm.

9) Fiscal Warrants – Payroll and Appropriation Warrants – January 10, 2012

10) Adjournment.

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

Nancy - attached are multiple proposals based on my review and also my discussions with Carter Sanderford.

1 attached - our template easement document

2nd attached - request to purchase an assignment of lease and easement \$615,000.00

3rd attached - request to extend our options and increase ground rent upon execution of amendment by \$350/month

4th - request to extend our options and make a \$15,000 cash payment in exchange.

If you need your prior correspondence with Carter please just let me know. I will be working on the assumption that I should be in Maine the evening of 1/10/2012

Feel free to call or email with any questions.

JP Knisell

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE (the "Lease") made as of the 6 day of June, 2000, by and between the TOWN OF RAYMOND, MAINE ("Lessor") and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership, d/b/a VERIZON WIRELESS, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate ("Lessee").

WHEREAS, Lessor and Lessee are parties to a certain Lease Agreement dated July 27, 1989 related to property on off Patricia Avenue in Raymond, Maine (the "Prior Lease"); and

WHEREAS, Lessor and Lessee desire to amend the Prior Lease in certain respects and restate it in its entirety for convenience.

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I. Leased Premises. In consideration of the rents, and Lessee's covenants and agreements contained herein, the Lessor leases to Lessee and Lessee leases and takes from Lessor, certain premises consisting of a one hundred (100) foot by one hundred fifty (150) foot lot more particularly described in Schedule A attached hereto and made a part hereof (the "Site") together with the non-exclusive right (to the extent that Lessor has an interest in the premises described below and the right and power to convey the same), in common with others, for ingress and egress, at all times and from time to time, on foot or by motor vehicle, to travel over the presently existing unimproved road from Patricia Avenue to the Site and together with the right, in common with Lessor and others, to install, maintain and replace above-ground utility lines and poles adjacent to said road (said Site, right of way and utility easement hereinafter called the "leased premises"). Lessor reserves the right to relocate the road and easement at its sole option and expense provided that reasonable access to the Site is maintained.

ARTICLE II. Term; Renewals. TO HAVE AND TO HOLD for an initial term of ten (10) years, said term and Lessee's obligation to pay rent hereunder to commence on the first day of the month immediately following the date of execution of this Lease and to end at midnight on last day of the month ten years thereafter. At the expiration of the initial term this Lease shall automatically be renewed for up to two additional five-year terms (subject to possible further extension pursuant to Article XXX) unless Lessor or Lessee elects not to renew by giving the other party written notice of nonrenewal at least eighteen (18) months prior to the end of the initial term or the first renewal term, as the case may be (the "Nonrenewal Deadline"). As used herein, the word "term" refers to the initial term and all renewal terms elected as provided above.

ARTICLE III. Base Rent. Lessee agrees to pay to Lessor, as rent, at such place as shall be designated by Lessor, without any prior demand therefor and without any defense, deduction or set-off whatsoever, in equal monthly installments, in advance, as follows:

- (a) During the first year of the term base rent of Eight Hundred Dollars (\$800.00) per month payable on or before the first day of each month:

(b) For each succeeding year of the initial term and the first and second renewal terms, at a monthly rate equal to the monthly rent in effect during the immediately preceding one (1) year period times one hundred five percent (105%):

(c) (1) The base set rent set forth in paragraph (a) is predicated on Lessee's or its sublessee's use of the Tower situated on the Site (the "Tower") for an array of up to twelve (12) panel antennas and one GPS antenna (the "Basic Array"). For purposes hereof the Basic Array is the nine (9) panel array currently operated by Portland Cellular Partnership, subject to the addition of up to three (3) additional panel antennas as provided below. To the extent Lessee uses or subleases space on the Tower, such that additional antenna arrays are installed on the Tower in excess of the Basic Array, the base rent shall increase as follows:

(i) in the event of a sublease to an unaffiliated third party, base rent shall increase by twenty percent (20%) of the sublease rent received by Lessee from each subtenant, or by Two Hundred Dollars (\$200.00) per month for each such subtenant, whichever is greater; provided, however that in the case of a sublease to a municipal, public or other non-profit entity in which the sublease rent is less than fair market rent, the minimum base rent increase of \$200.00 shall not apply, but Lessee shall pay 20% of any sublease rent received; or

(ii) in the event Lessee installs an additional antenna array for its own use or assumes ownership of an antenna array previously owned by a subtenant, base rent shall increase by Three Hundred Dollars (\$300.00) per month for each such additional array installed for Lessee's own use or acquired from a previous subtenant; or

(iii) in the event a subsidiary or affiliate of Lessee installs an additional antenna array on the Tower or assumes ownership of an antenna array previously owned by a subtenant, base rent shall increase by the greater of twenty percent (20%) of the sublease rent (if any) received by Lessee from such subsidiary or affiliate, or Three Hundred Dollars (\$300.00) per month for each such additional array.

The base rent increases referred to above shall be effective as of the first day of the month after the array is added or acquired, as the case may be. The parties acknowledge that Lessee's current subtenant, Atlantic Cellular Telephone of Delaware, LLC ("Atlantic Cellular"), has an antenna array on the Tower which is in addition to the Basic Array, and the additional rent provisions in this paragraph (c) shall apply to such subtenant's array. Accordingly, effective as of the commencement date of this Lease, Lessee shall pay Lessor, as additional rent pursuant to this paragraph (c) twenty percent (20%) of the sublease rent received by Lessee from Atlantic Cellular as long as Atlantic Cellular or its assigns continues to maintain an array on the Tower. Lessee is currently receiving \$1,800.00 per month from Atlantic Cellular, and the additional rent payment to be made to Lessor shall be Three Hundred Sixty Dollars (\$360.00) per month, subject to increase as provided in the Atlantic Cellular sublease, pertinent extracts from which are being provided to Lessor simultaneously with the execution of this Lease. Lessee represents and warrants to Lessor that such extracts disclose all compensation to be received by Lessee from Atlantic Cellular for its use of the Site. Lessee agrees to make available to Lessor in connection

with any future subleases of Tower space evidence reasonably satisfactory to Lessor to document the amount of the sublease rent. Lessor acknowledges that Lessee has installed only nine (9) panel antennas on the Tower as of the date of this Lease, and that Lessee's or its sublessee's addition of up to three (3) panel antennas to the Basic Array for a total of up to twelve (12) antennas shall not result in an additional rent payment under this paragraph (c). Likewise, the sublease of space on the Tower to Portland Cellular Partnership in connection with the Crown Castle Assignment (hereinafter defined) for the continued operation of the Basic Array shall not result in an additional rent payment under this paragraph (c). For purposes of this paragraph sublease rent shall not include cost reimbursements which Lessee receives from the subtenant pursuant to the sublease for maintenance costs, real estate taxes, insurance and the like.

(2) Lessor agrees that Lessee shall have the right to direct its sublessees to pay any additional rent due under this paragraph (c) directly to Lessor, and that Lessor shall accept such additional rent payments from the sublessee(s) as if made by Lessee. In the event any such sublessee fails to make an additional rent payment to Lessor when due, Lessee shall have a period of fifteen (15) days after receipt of written notice from Lessor within which to cure such default.

(3) Lessor shall have the right, upon request from it to Lessee, to audit and review the Lessee's sublease agreements and sublease revenue in order to determine compliance by Lessee with respect to its obligation to make payment of a percentage of sublease revenues to Lessor. However, with respect to the supplying of the information referred to in the prior sentence and in subparagraph (1) above and subparagraph (4) below (hereinafter referred to as "Sublease Information"), Lessor agrees to the extent permitted by law to comply with the following provisions:

(i) To treat the Sublease Information with the same degree of confidentiality with which it treats its own confidential or proprietary information and in no case less than a reasonable degree of confidentiality;

(ii) To use the Sublease Information only for the purposes of determining Lessee's compliance with the obligations under this Lease;

(iii) Not to copy the Sublease Information, in whole or in part, except as required in furtherance of the uses permitted hereunder;

(iv) Not to use the Sublease Information for the account or purposes of any third party;

(v) To limit dissemination of the Sublease Information to only those of its employees or outside consultants who have a need to know the information in furtherance of the purposes set forth herein; and

(vi) To destroy or return to Lessee the Sublease Information upon completion of Lessor's determination.

Lessee agrees that records of sublease rent with respect to each lease year shall be kept and maintained for at least thirty-six (36) calendar months after the end of such lease year.

(4) Lessee agrees, upon request by Lessor, to provide Lessor with a written report of the number of antenna arrays on the Tower, the number and identity of subtenants, the compensation received by Lessee from its subtenants, and rental payments made by Lessee and the subtenants to the Town (including the basis for the calculation) during the prior year ending June 30. Said report shall be provided to Lessor within thirty (30) days after a request by Lessor made on or after each June 30. After the first such report Lessee shall have the right to submit such report in the form of an estoppel certificate stating that there have been no changes to the information submitted in the previous year's report or, if there have been changes, stating the changes.

ARTICLE IV. Additional Rent. Lessee shall pay as additional rent all sums of money or charges required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent". If the time of payment of any such amount or charge is not otherwise provided in this Lease, it shall be due and payable in full with the next installment of base rent thereafter falling due hereunder.

ARTICLE V. Utilities: Taxes and Maintenance Costs. Lessee shall be responsible for and shall promptly pay all charges and costs for utilities and utility services provided to the leased premises including, without limitation, all charges for heat, water, sewer, electricity, gas, fuel and telephone service, if any. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the leased premises.

(b) Lessor shall have the right to tie into the power line servicing the Site. If Lessor does tie into the power line, Lessee agrees to continue to be responsible for all power line maintenance, repair and replacement charges to the Site and Lessor shall be responsible for all such charges which relate to facilities which extend beyond the Site. Lessor shall in any event be responsible for the cost of all power consumed by Lessor.

ARTICLE VI. Conduct of Business by Lessee. Lessee shall use the leased premises solely for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance. Except as provided in Article XI below, Lessee shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Lessor.

ARTICLE VII. Signs, Fixtures, Alterations (a) Lessee shall not make or cause to be made any alterations, additions or improvements to the Site beyond those permitted under this Lease, without first obtaining Lessor's written approval and consent which consent will not be unreasonably withheld. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

(b) Lessee shall promptly pay all contractors and materialmen for which it is responsible, so as to minimize the possibility of a lien attaching to the leased premises and should

any lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

(c) As of the date of this Lease, Lessee has built or installed and maintains on the Site a communications facility consisting of one (1) one-story masonry equipment shelter of approximately three hundred eighty-four (384) square feet, a 180 foot self-supporting steel tower with two antenna arrays thereon, a 1000 gallon propane tank, and a chain link fence, all as more particularly described in Schedule B attached hereto and made a part hereof. Lessee shall have the right, without the need for further approval from Lessor under this Lease (but subject to such approvals as may be required by Town ordinances, regulations or otherwise) to construct up to three (3) additional buildings (exclusive of any building installed by Lessor pursuant to Article XXXI) of approximately two hundred forty (240) square feet each (or less) for the housing of communications equipment, to install other accessory equipment at the Site such as emergency generators and propane tanks, to add antenna arrays to the Tower (subject to the additional rent provisions in Article III(c)), to install such signs as may be required to comply with applicable laws, ordinances, regulations and other governmental requirements, and to upgrade, modify, replace and remove the equipment on the Tower and Site from time to time. Lessee shall maintain a chain link fence of at least the height of the current fence, with a locked gate, around all of the improvements on the Site. In the event Lessee elects to construct any or all of said three additional buildings on the Site, Lessee shall provide Lessor with at least 30 days advance written notice of such planned construction along with a detailed plan of the proposed construction.

(d) Lessor covenants and agrees that no part of the Lessee's or any sublessee's fixtures or improvements shall become, or be considered as being affixed to or a part of, the leased premises, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee and its sublessees on the leased premises in accordance with the provisions hereof shall be and remain the property of Lessee and/or its sublessees. By the expiration date or within 30 days after the date of any other termination of this Lease, Lessee shall remove all buildings, towers, foundations, equipment, fencing, tanks, signs, fixtures, alterations, additions and improvements placed on the leased premises by Lessee or its agents, sublessees or assignees and shall backfill and otherwise restore the leased premises (without being required to replant vegetation except as may be necessary to prevent undue erosion). If Lessee fails to perform such removal, said signs, fixtures, alterations, additions and improvements, at the option of Lessor, shall become the property of Lessor or Lessor may remove and store or dispose of the same or any part thereof at Lessee's sole cost and expense.

ARTICLE VIII. Maintenance of Leased Premises. Except for the right of way leading to the Site, which Lessor shall at its sole cost and expense maintain in a usable condition (including snow removal), Lessee shall at all times at its sole cost and expense keep the leased premises in good order, condition and repair and make such replacements as may be necessary to keep the leased premises in said condition. If either party refuses or neglects to repair the property for which it is responsible as soon as reasonably possible after written demand or if Lessee does not make such replacements to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, the non-defaulting party may make such repairs and

upon completion thereof, the defaulting party shall pay the other party's costs for making such repairs.

ARTICLE IX. Insurance and Indemnity. (a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Lessee in the leased premises insuring Lessee against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than One Million Dollars (\$1,000,000) for injury to or death of one person, One Million Dollars (\$1,000,000) for injury to or death of more than one person in any single accident, and for not less than Three Hundred Thousand Dollars (\$300,000) for damage to or destruction or loss of property. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice, and shall list Lessor as an additional insured.

(b) Lessee shall provide, at its expense, and throughout the term of this Lease, fire and extended coverage insurance in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery and personal property not owned by Lessor and kept on the leased premises.

(c) It is agreed that Lessor shall not be liable to Lessee or to any persons claiming under Lessee by right of subrogation or otherwise for any damage to the properties described in Article IX (b) from fire or any casualty usually included in the so-called standard "extended coverages" endorsements as contained in fire insurance policies written in the State of Maine, whether or not such damage was caused by the negligence of Lessor, its respective servants, agents, employees or others.

(d) Lessee shall indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof; or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be a party to litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. The agreement to indemnify Lessor as provided in this Paragraph shall not apply to the extent any such claims or damages may be due to or caused by the acts or omissions of the Lessor, its agents, contractors, employees or servants. Lessee shall also pay all reasonable costs and expenses (including reasonable attorney's fees) that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease in the event of a default by Lessee.

(e) Any coverage required in this Article IX may be obtained as part of a blanket policy.

ARTICLE X. Off-Set Statement. (a) Within ten (10) days after a request therefor by Lessor, or in the event that upon any assignment or hypothecation of the leased premises and/or the land thereunder by Lessor, an off-set statement shall be required from Lessee, Lessee agrees to deliver a certificate to any proposed mortgagee, or to Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claimed by Lessee.

(b) Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing; provided, however, that the subordination of this Lease to any such mortgage shall, in any event, be subject to the commitment and agreement of such mortgagee, for so long as Lessee shall not be in default hereunder, to recognize and permit quiet enjoyment by Lessee in the event of entry, foreclosure or sale in lieu of foreclosure. Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale of any mortgage made by Lessor covering the leased premises or in the event of a sale in lieu of foreclosure, attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Lessor hereunder, and no entry under any such mortgage or other security indenture, or sale for the purpose of foreclosing the same or repossessing, or other action pursuant to said mortgage, shall give the Lessee or any successor or assign of the Lessee any rights to terminate this Lease, provided that such mortgagee shall be subject to the above mentioned commitment and agreement. In the event the Lessor's land is encumbered by a mortgage at the time of execution of this Lease, the Lessor will obtain and furnish to Tenant a nondisturbance instrument for each such mortgage in recordable form.

ARTICLE XI. Assignment and Subletting. (a) Lessee may, without Lessor's consent, assign or transfer this Lease or sublet all but not less than all, of the leased premises to (i) Lessee's principal, affiliates, or subsidiaries of its principal or to any entity that may result from a merger, consolidation or joint venture of Lessee, its principal, affiliates or subsidiaries of its principal with Vodafone AirTouch PLC and/or GTE Corp., their principals, affiliates or subsidiaries, or (ii) a joint venture comprised of the Lessee, its principal, affiliate, or subsidiary of its principal, and Crown Castle International Corp., or its affiliate or subsidiary (the "Crown Castle Assignment"). In addition, Lessor hereby consents to the sublease of space on the Tower and the Site to Lessee's existing subtenant, Atlantic Cellular Telephone of Delaware, LLC, and to Portland Cellular Partnership in connection with the Crown Castle Assignment. As to other parties, Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor, which consent will not be unreasonably withheld or delayed. This prohibition against assigning or subletting without Lessor's consent shall be construed to include a prohibition against any assignment or subletting by operation of law (other than to a party to whom Lessee is entitled to assign or sublet without Lessor's consent as set forth above); provided, however, this prohibition shall not include changes in the partnership or corporate structure of Lessee, including without limitation changes in ownership interests or identity of owners of Lessee. Notwithstanding any assignment or subletting, Lessee shall remain fully liable on this Lease and shall not be released from performing any of its terms, covenants and conditions.

(b) Notwithstanding the aforesaid prohibition against assignment, Lessee shall have the right to mortgage its leasehold interest herein on such terms and conditions as Lessee may determine. Lessor, upon request of such mortgagee, shall execute a separate consent evidencing its agreement that the execution and delivery of the proposed mortgage will not violate the provisions of this Lease, provided however, that such consent shall not be deemed to modify or alter the rights and obligations of the parties hereunder.

ARTICLE XII. Governmental Regulations. Lessee shall faithfully observe in the use of the leased premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force.

ARTICLE XIII. Destruction or Condemnation. If the leased premises or buildings shall be damaged by fire or other casualty, or shall be acquired or condemned by eminent domain, or acquired in whole or in part by private purchase in lieu thereof, and the Site is not thereby rendered unsuitable for the purposes set forth in Article VI, Lessee shall within sixty (60) days after the occurrence of such damage or taking, at its own expense, to the extent insurance or condemnation proceeds are made available, either cause the Site to be restored to a condition reasonably comparable to the condition existing prior to the damage or taking, or demolish and remove any damaged buildings or improvements from the leased premises, fill any holes and remove all rubble. Rent shall not abate during the period when such repairs are made or during the period demolition and removal is performed.

If the Site shall be rendered unsuitable for the purposes set forth in Article VI by reason of any such occurrence, Lessee may, at its option, terminate this Lease and the tenancy hereby created by giving to Lessor within thirty (30) days following the date of such occurrence written notice of an election so to do effective as of the date of the damage or dispossession. If Lessee does not elect to so terminate, Lessee shall at its own expense cause such damage to be repaired. Rent shall not abate during the period when said repairs are made.

In the event of a condemnation Lessee shall have no claim against the Lessor nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Lessee shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded or recoverable by Lessee, or fairly attributable to Lessee on account of any and all damage to Lessee's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Lessee in removing Lessee's furniture, fixtures, leasehold improvements and equipment.

ARTICLE XIV. Default of the Lessee. In the event of any failure of the Lessee to pay any rental due hereunder and said failure continues for more than ten (10) days after notice from Lessor specifying any such default (provided however, Lessor shall not be required to give more than three (3) written notices in any twelve (12) month period for Lessee's failure to pay monthly rent and may thereafter during said twelve (12) month period exercise its remedies without further written notice), or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee and said failure continues for more than twenty (20) days after notice from Lessor specifying such default (except that where such default cannot reasonably be cured within twenty (20) days, and if Lessee commences to

cure such default within the twenty (20) day period and thereafter diligently pursues such cure to completion, then the period for cure shall be so extended), or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition shall not be dismissed within 60 days, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then, in addition to any other rights or remedies which Lessor may have, Lessor shall have the right to terminate this Lease immediately upon notice to Lessee (or as soon as otherwise provided by law). In any such event, Lessor shall also have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

In the event that the Lease is terminated by Lessor pursuant to the provisions of this subparagraph, Lessee agrees to pay immediately the sum equivalent to the lesser of (i) the monthly rent for the eighteen (18) month period after the date of termination, or (ii) the monthly rent for the amount of time remaining on the initial term or renewal term then in effect, as liquidated damages for Lessor's loss of rent. The payment of said liquidated damages shall not affect any other rights or liabilities which shall otherwise exist or accrue hereunder except for Lessee's monthly rent obligation.

ARTICLE XV. Access of Lessor. Lessor shall have reasonable access to the leased premises for the purpose of examining the same, or to make any emergency repairs or maintenance deemed necessary by Lessor, but any such entry or examination or the making of such repairs or maintenance shall be conducted after prior notice so that Lessee may accompany Lessor, and in a manner which shall minimize any interruption in Lessee's use of the leased premises. This provision shall not be construed to require Lessor to conduct any such activity at a time other than normal working hours.

ARTICLE XVI. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article XI hereof.

ARTICLE XVII. Holdover. If the Lessee shall remain in possession of the leased premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable. Lessor or Lessee shall terminate any such month-to-month tenancy by giving to the other thirty (30) days prior written notice.

ARTICLE XVIII. Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant

or condition or any subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

ARTICLE XIX. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XIX shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

ARTICLE XX. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, at Town of Raymond, Route 85, East Raymond, Maine 04071 ATTN: Town Manager, or at such other address as Lessor may designate by written notice and (b) if to Lessee, at 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate, or at such other address as Lessee shall designate by written notice.

ARTICLE XXI. Right to Terminate. It is understood and agreed that Lessee's ability to use the Tower and the Site is contingent upon its obtaining all of the certificates, licenses, permits and other approvals that may be required by any federal, state and local authorities in form and substance acceptable to Lessee. In the event that any of such applications should be rejected, or will result in conditions of operation unacceptable to Lessee, or any certificate, permit, license or approval issued to Lessee is cancelled, expires, lapses or is otherwise withdrawn or terminated by governmental authority, Lessee may terminate this Lease by giving Lessor thirty (30) days written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

ARTICLE XXII. Survey. Lessor and Lessee agree that the description set forth in Schedule A may be amended if and when Lessee, at its own expense, shall survey the Site and provide a suitable substitute description.

ARTICLE XXIII. Other Land. Lessor and Lessee acknowledge that the Site and leased premises are located on a parcel of land owned by Lessor which is approximately one hundred forty (140) acres. In the event that Lessor relocates the access Road, Lessor shall not be required to maintain the present Road, but Lessor shall be required to maintain the access Road as relocated. Lessor shall have the right to use the remainder of the land owned by it (a) in the manner which it is presently being used i.e. as a stump dump and (b) in any other manner which does not violate any federal or state statute or regulation relating to interference with the then existing communications system located on the Site.

ARTICLE XXIV. INTENTIONALLY OMITTED

ARTICLE XXV. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XXVI. Memorandum of Lease. Lessor and Lessee agree, upon written request from the other, to execute a Memorandum of Lease in recordable form satisfactory to the attorneys for the respective parties.

ARTICLE XXVII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XXVIII. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

ARTICLE XXIX. Final Resolution. The agreement expressed herein, in writing, constitutes the entire agreement between the parties, and supercedes all prior agreements, proposals, oral statements of any kind, and no oral statement shall add to or supercede any of its provisions.

ARTICLE XXX. Relocation by Lessor. In the event Lessor desires to facilitate the development of its remaining land and determines that the continued presence of Lessee's communications facility would interfere with such development, Lessor shall have the right to replace the leased premises with a new leased premises at a different location on the Lessor's larger parcel of property of which the leased premises are a part, provided that Lessor shall have given Lessee 18 months prior written notice of such site replacement, and provided further that prior to such site replacement taking effect, a fully operational communications facility shall have been constructed in all respects equivalent to the leased premises. Lessor's obligation to provide an equivalent facility shall include without limitation the following requirements:

1. The replacement tower and site must provide Lessee and all subtenants of the existing site with substantially equivalent geographical RF coverage for cellular, microwave, and all other communications operations conducted at the existing site as demonstrated by engineering tests performed at Lessor's cost by an engineering firm reasonably acceptable to Lessee. All costs associated with acquiring the replacement site shall be borne by Lessor.

2. The new site shall be free of easements, restrictions or other encumbrances or defects in title which could interfere with the use of the site by Lessee or its subtenants.

3. Lessor shall provide Lessee at Lessor's cost with an environmental assessment performed by an environmental firm reasonably acceptable to Lessee and prepared for the benefit of Lessee and Lessee's subtenants, confirming that there are no storage tanks and no hazardous or toxic substances or wastes or petroleum products present on or threatening the replacement premises.

4. Lessor shall obtain at its cost and expense all certificates, permits and other approvals that may be required by any Federal, State or Local authorities (including without limitation FAA and FCC approvals) to permit the construction of the replacement site and the unconditional use of the replacement site by Lessee and its subtenants for their communications purposes, including without limitation any permits that may be required for the temporary placement and use by Lessee and its subtenants of communications trailers at the new site prior to relocation of the existing equipment shelters in order to allow switch over to the new tower to occur without interruption in service.

5. Lessor shall construct and install the replacement tower, including the rigging of the tower and the installation of all coaxial cable needed for the replacement antennas of Lessee and its subtenants, as well as the right of way, utilities, and other site improvements, and shall relocate the equipment shelters and ancillary site equipment from the existing Site, all at its sole cost and expense (except for the cost of the replacement antennas, which shall be borne by Lessee and its subtenants) in accordance with all applicable governmental laws, ordinances, codes and regulations, utilizing contractors reasonably acceptable to Lessee, and in accordance with plans and specifications which have first been approved by Lessee. Lessor shall utilize only new equipment and installations meeting the specifications of Lessee and its subtenants, and the timing of relocation of the equipment shelters shall be coordinated with Lessee and its subtenants to permit switch-over from the leased premises to the new premises by Lessee and its subtenants to occur without disruption to service after Lessee and its subtenants shall have installed and tested their antenna equipment on the tower. Lessor shall provide Lessee with prior written notice that the tower is ready for the installation by Lessee and its subtenants of their replacement antennas, and Lessee and its subtenants shall have at least 120 days after such notice in order to install and test their equipment and make it fully operational in accordance with their usual standards and requirements prior to switch-over.

6. Lessor shall convey to Lessee good and marketable title to the new tower and other site improvements constructed and installed at the new site free of lien claims by warranty bill of sale. Lessor shall assure that all contractors and vendors of all of the improvements and equipment incorporated in the new tower site shall provide a warranty, assignable or transferable to Lessee, warranting that all improvements and equipment shall be free of defects in workmanship and materials for a period of one year after installation.

7. After switch-over to the replacement site Lessor shall be responsible for the dismantling and removal at Lessor's cost of the existing Tower and all other improvements from the existing Site, except that Lessee and its subtenants shall be allowed to remove their antenna equipment and cables from the existing Tower after the Tower has been rigged for such removal at Lessor's expense. Lessor shall be entitled to the salvage value of the existing Tower and any other site improvements not removed by Lessee and its subtenants from the existing Site. In

consideration of the cost incurred by Lessee and its subtenants in installing new antenna equipment at the new site, Lessor agrees that if at the time switch-over to the new site occurs there is less than five (5) years remaining on the term of the Lease (whether such switch-over occurs during the initial term or during either of the two five-year renewal terms provided for in Article II hereinabove), the term of the Lease shall automatically be renewed for a five-year term unless Lessee alone elects not to renew by giving the Lessor written notice of nonrenewal at least six months prior to the end of the term then in effect (i.e., the option of nonrenewal with respect to such five-year term shall be solely Lessee's). If such switch-over occurs during the initial term, then a second five-year renewal term shall remain available pursuant to Article II after the five-year term described in the preceding sentence, in which event such second renewal term shall automatically take effect unless either Lessor or Lessee elects not to renew by giving the other party written notice of nonrenewal at least eighteen (18) months prior to the end of the first renewal term, as provided in Article II.

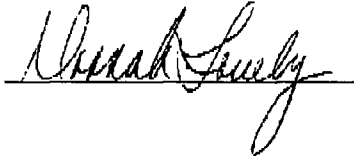
8. Upon completion of the foregoing requirements, Lessor and Lessee shall execute an amendment to the Lease in recordable form confirming the substitution of the new premises for the existing leased premises, and transfer of title to the new tower and other site improvements and equipment to Lessee.


ARTICLE XXXI. Fire Department Antenna. Lessee shall make available to the fire and emergency services department of the Town of Raymond space at the top of the Tower at no cost to Lessor for the installation of one whip antenna, together with the right to install a transmitter and associated equipment within an equipment cabinet at the base of the Tower, which antenna and equipment are described generally on Schedule C attached hereto. The space to be made available for Lessor's equipment will be designated by Lessee so as not to create interference with the communications operations of Lessee or its subtenant. Prior to installing its antenna, equipment shelter and other equipment Lessor shall submit plans and specifications for such installation to Lessee for Lessee's approval, which approval shall not be unreasonably withheld. As to any future subtenants, their respective installations will be permitted only at such locations as will not cause interference with the operations of Lessee (and its subtenants) or Lessor. If Lessor desires to make changes to its antenna and equipment in order to accommodate changes in technology, plans and specifications for such changes shall be submitted to Lessee for approval, which approval shall not be unreasonably withheld provided the changes will not cause interference with the operations of other users of the Tower or increase the loading on the Tower. The fire department will be afforded 24 hour access to its equipment at the Site, and shall have access to Lessee's back-up power source at the Site. Lessor shall be responsible for obtaining all necessary licenses, permits and approvals for the installation of its equipment at no cost to Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of


LESSOR: THE TOWN OF RAYMOND



By: 
Print Name: Nathan A. Toole
Its: Town Manager

LESSEE: PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By: CELLCO PARTNERSHIP,
general partner

By: 
Name: Richard J. Lynch
Title: Executive Vice President & Chief
Technical Officer

CONSENT OF SUBTENANT

Atlantic Cellular Telephone of Delaware, LLC, as subtenant under a sublease with Portland Cellular Partnership dated November 28, 1997 (the "Sublease") relating to the above-referenced Site, hereby acknowledges its consent to the terms of the foregoing Lease between the Town of Raymond as Lessor and Portland Cellular Partnership as Lessee, and agrees that (1) the Sublease shall be subject to all of the terms and provisions of the Lease, and (2) if directed by the Lessee in writing, it shall pay directly to Lessor the portion of the rent due under the Sublease which corresponds to the additional rent due under Section III (c) (1) of the foregoing Lease.

ATLANTIC CELLULAR TELEPHONE OF
DELAWARE, LLC

By: _____
Print Name: _____
Its: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

LESSOR: THE TOWN OF RAYMOND

By: _____
Print Name: _____
Its: _____

LESSEE: PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By: CELLCO PARTNERSHIP,
general partner

By: _____
Name: Richard J. Lynch
Title: Executive Vice President & Chief
Technical Officer

CONSENT OF SUBTENANT

Atlantic Cellular Telephone of Delaware, I.I.C, as subtenant under a sublease with Portland Cellular Partnership dated November 28, 1997 (the "Sublease") relating to the above-referenced Site, hereby acknowledges its consent to the terms of the foregoing Lease between the Town of Raymond as Lessor and Portland Cellular Partnership as Lessee, and agrees that (1) the Sublease shall be subject to all of the terms and provisions of the Lease, and (2) if directed by the Lessee in writing, it shall pay directly to Lessor the portion of the rent due under the Sublease which corresponds to the additional rent due under Section III (c) (1) of the foregoing Lease.

ATLANTIC CELLULAR TELEPHONE OF
DELAWARE, LLC

By: Thayer S. El Khairi
Print Name: Thayer S. El Khairi
Its: System Development Manager

Schedule A Lease Parcel

A certain lot or parcel of land situated near the end of the Patricia Avenue Extension (A 50.00 Foot Public Right-of-Way), in the Town of Raymond, County of Cumberland and State of Maine, being a portion of Tax Map 5, Lot 19, said lot being more particularly bounded and described as follows:

Commencing at a ring bolt in a boulder located at the intersection of the town lines of Gray, Windham and Raymond, and the most southerly corner of land now or formerly owned by the Town of Raymond as shown on Tax Map 5, Lot 18;

Thence N 39°-47'-29" W, by and along the Windham/Raymond Town Line and the northeasterly sideline of land now or formerly of Scott Paper Co., located in the Town of Windham, a distance of 1051.00 feet to a point;

Thence N 50°-12'-31" E, a distance of 183.00 feet on a line perpendicular to the said town line to a point at the southerly corner of the Lease Lot herein described and the POINT OF BEGINNING;

Thence continuing N 50°-12'-31" E, a distance of 100.00 feet to a point at the easterly corner of said lot;

Thence N 39°-47'-29" W, a distance of 100.00 feet to an angle point in said lot;

Thence N 31°-38'-21" W, a distance of 50.51 feet to a point at the northerly corner of said lot;

Thence S 50°-12'-31" W, a distance of 100.00 feet to the westerly corner of the said lot;

Thence S 31°-38'-21" E, a distance of 50.51 feet to an angle point in said lot;

Thence S 39°-47'-29" E, a distance of 100.00 feet to the point of beginning.

The leased premises also includes the area extending beyond the southeasterly side of said parcel on which a propane tank and utilities are located.

Meaning and intending to describe a lot or parcel of land containing a 15,000 square feet, more or less. For further reference to the overall lot, see deed to the Inhabitants of the Town of Raymond, recorded in Book 3780, Page 201 at the Cumberland County Registry of Deeds.

Said lot and right-of-way being shown on a plan entitled "Lease Exhibit - Cumberland County Patricia Avenue Extension Raymond Cell Site", dated June 24, 1999 for Portland Cellular Partnership, a copy of which is attached hereto as Schedule A-1.

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SCHEDULE B

DESCRIPTION OF LESSEE'S EXISTING EQUIPMENT

180 foot self-supporting steel tower

One 32' x 12' masonry structure and up to three additional 12' x 20' or smaller prefabricated structures

1000 gallon propane tank

7 foot tall chain link fence, 1 foot barb wire top around building, tower and propane tank

All as shown on Schedule A-1

SCHEDULE C

DESCRIPTION OF FIRE DEPARTMENT EQUIPMENT

1. One VHF antenna at the top of the Tower up to 20 feet in length with radio arms projecting up to 8 feet
2. An equipment shelter sufficient for a base radio, repeater and other associated equipment necessary for the operation of the antenna, not to exceed eight (8) feet by ten (10) feet in size
3. Suitable coax cable transmission line leading from the equipment shelter to the antenna on the Tower
4. Other accessory equipment necessary for the operation of the antenna

Schedule A Lease Parcel

A certain lot or parcel of land situated near the end of the Patricia Avenue Extension (A 50.00 Foot Public Right-of-Way), in the Town of Raymond, County of Cumberland and State of Maine, being a portion of Tax Map 5, Lot 19, said lot being more particularly bounded and described as follows:

Commencing at a ring bolt in a boulder located at the intersection of the town lines of Gray, Windham and Raymond, and the most southerly corner of land now or formerly owned by the Town of Raymond as shown on Tax Map 5, Lot 18;

Thence N 39°-47'-29" W, by and along the Windham/Raymond Town Line and the northeasterly sideline of land now or formerly of Scott Paper Co., located in the Town of Windham, a distance of 1051.00 feet to a point;

Thence N 50°-12'-31" E, a distance of 183.00 feet on a line perpendicular to the said town line to a point at the southerly corner of the Lease Lot herein described and the POINT OF BEGINNING;

Thence continuing N 50°-12'-31" E, a distance of 100.00 feet to a point at the easterly corner of said lot;

Thence N 39°-47'-29" W, a distance of 100.00 feet to an angle point in said lot;

Thence N 31°-38'-21" W, a distance of 50.51 feet to a point at the northerly corner of said lot;

Thence S 50°-12'-31" W, a distance of 100.00 feet to the westerly corner of the said lot;

Thence S 31°-38'-21" E, a distance of 50.51 feet to an angle point in said lot;

Thence S 39°-47'-29" E, a distance of 100.00 feet to the point of beginning.

The leased premises also includes the area extending beyond the southeasterly side of said parcel on which a propane tank and utilities are located.

Meaning and intending to describe a lot or parcel of land containing a 15,000 square feet, more or less. For further reference to the overall lot, see deed to the Inhabitants of the Town of Raymond, recorded in Book 3780, Page 201 at the Cumberland County Registry of Deeds.

Said lot and right-of-way being shown on a plan entitled "Lease Exhibit - Cumberland County Patricia Avenue Extension Raymond Cell Site", dated June 24, 1999 for Portland Cellular Partnership, a copy of which is attached hereto as Schedule A-1.

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LEASE

THIS LEASE made the 27th day of July, 1989, by and between the TOWN OF RAYMOND, MAINE ("Lessor") and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership with a place of business in Portland, Maine ("Lessee").

WITNESSETH THAT:

ARTICLE I. Leased Premises. In consideration of the rents, and Lessee's covenants and agreements contained herein, the Lessor leases to Lessee and Lessee leases and takes from Lessor, certain premises consisting of a one hundred (100) foot by one hundred (100) foot lot more particularly described in Schedule A attached hereto and made a part hereof (the "Site") together with the non-exclusive right (to the extent that Lessor has an interest in the premises described below and the right and power to convey the same), in common with others, for ingress and egress, at all times and from time to time, on foot or by motor vehicle, to travel over the presently existing unimproved road from Patricia Avenue to the Site and together with the right, in common with Lessor and others, to install, maintain and replace above-ground electric lines and poles adjacent to said road (said Site, right of way and utility easement hereinafter called the "leased premises"). Lessor reserves the right to relocate the road and easement at its sole option and expense.

ARTICLE II. Term. TO HAVE AND TO HOLD for a term of twenty (20) years, said term and Lessee's obligation to pay rent hereunder to commence on July 1, 1989 and to end at midnight on June 30, 2009.

ARTICLE III. Base Rent. Lessee agrees to pay to Lessor, as rent, at such place as shall be designated by Lessor, without any prior demand therefor and without any defense, deduction or set-off whatsoever, in equal monthly installments, in advance, as follows:

(a) During the first year of the term base rent of _____ per month payable on or before the first day of each month;

(b) For each succeeding year, at a monthly rate equal to the monthly rent in effect during the immediately preceding one (1) year period times a fraction having as its numerator the Consumer Price Index (as hereinafter defined) for the calendar month which immediately precedes the commencement of the one (1) year period for which the rent is being determined, and having as its denominator the Consumer Price Index for the calendar month which immediately preceded the commencement of the preceding one (1) year period. As used herein the "Consumer Price Index" means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index For All Urban Consumers, All Cities, All Items (1967=100), with such Index to be adjusted to properly reflect all changes in the

base year for such Index using such conversion factors as may be available from the United States Government. In the event that the Consumer Price Index shall not be published by the United States Government, the successor or substitute index published by the United States Government shall be used for any computations under this Lease requiring the use of the Consumer Price Index. In the event that the Consumer Price Index or the successor or substitute index shall not be published, a reliable governmental or other non partisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used for computations under this Lease requiring the use of the Consumer Price Index.

ARTICLE IV. Additional Rent. Lessee shall pay as additional rent all sums of money or charges required to be paid by Lessee under this Lease, whether or not the same be designated "additional rent". If the time of payment of any such amount or charge is not otherwise provided in this Lease, it shall be due and payable in full with the next installment of base rent thereafter falling due hereunder.

ARTICLE V. Utilities; Taxes and Maintenance Costs. Lessee shall be responsible for and shall promptly pay all charges and costs for utilities and utility services provided to the leased premises including, without limitation, all charges for heat, water, sewer, electricity, gas, fuel and telephone service, if any. In no event shall Lessor be liable for an interruption or failure in the supply of any such utilities to the leased premises.

(b) Lessor shall have the right to tie into the power line servicing the Site. If Lessor does tie into the power line, Lessee agrees to continue to be responsible for all power line maintenance, repair and replacement charges to the Site and Lessor shall be responsible for all such charges which relate to facilities which extend beyond the Site.

ARTICLE VI. Conduct of Business by Lessee. Lessee shall use the leased premises solely for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto. Lessee shall not perform any acts or carry on any practices which may injure the building or be a nuisance. [Lessee shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Lessor.]

ARTICLE VII. Signs, Fixtures, Alterations. (a) Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, signs, floor coverings or lighting or plumbing fixtures, without first obtaining Lessor's written approval and consent which consent will not be unreasonably withheld. Lessee shall present to the Lessor plans and specifications for such work at the time approval is sought.

(b) Lessee shall promptly pay all contractors and materialmen for which it is responsible, so as to minimize the possibility of a lien attaching to the leased premises and should any lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor.

(c) Lessee shall have the right, without the need for further approval from Lessor under this Lease (but subject to such approvals as may be required by Town ordinances, regulations or otherwise) to construct a communications facility on the Site consisting of one (1) building of approximately three hundred eighty-four (384) square feet for the housing of communications equipment, an antenna tower and antenna array thereon, all as more particularly described in Schedule B attached hereto and made a part hereof. In the event any such improvement is constructed, Lessee shall build a chain link fence around the improvement(s).

(d) By the expiration or other termination date of this Lease, Lessee shall remove all signs, fixtures, alterations, additions and improvements placed on the leased premises by Lessee or its agents, sublessees or assignees and shall backfill and otherwise restore the leased premises (without being required to replant vegetation except as may be necessary to prevent undue erosion). If Lessee fails to perform such removal, said signs, fixtures, alterations, additions and improvements, at the option of Lessor, shall become the property of Lessor or Lessor may remove and store or dispose of the same or any part thereof at Lessee's sole cost and expense.

ARTICLE VIII. Maintenance of Leased Premises. Lessee shall at all times at its sole cost and expense keep the leased premises in good order, condition and repair and make such replacements as may be necessary to keep the leased premises in said condition. If Lessee refuses or neglects to repair the property as required hereunder and make such replacements to the reasonable satisfaction of Lessor as soon as reasonably possible after written demand, Lessor may make such repairs and upon completion thereof, Lessee shall pay Lessor's costs for making such repairs.

ARTICLE IX. Insurance and Indemnity. (a) Lessee shall, during the term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Lessee in the leased premises insuring Lessor and Lessee against all claims and demands for any personal injury to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred on the leased premises in an amount not less than One Million Dollars (\$1,000,000) for injury to or death of one person, One Million Dollars

(\$1,000,000) for injury to or death of more than one person in any single accident, and for not less than Three Hundred Thousand Dollars (\$300,000) for damage to or destruction or loss of property. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving Lessor ten (10) days prior written notice.

(b) Lessee shall provide, at its expense, and throughout the term of this Lease, fire and extended coverage insurance in amounts sufficient to cover any and all losses which might be incurred through the damage or destruction of furniture, equipment, machinery and personal property not owned by Lessor and kept on the leased premises.

(c) It is agreed that Lessor shall not be liable to Lessee or to any persons claiming under Lessee by right of subrogation or otherwise for any damage to the properties described in Article IX (b) from fire or any casualty usually included in the so-called standard "extended coverages" endorsements as contained in fire insurance policies written in the State of Maine, whether or not such damage was caused by the negligence of Lessor, its respective servants, agents, employees or others.

(d) Lessee shall indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the leased premises, or the occupancy or use by Lessee of the leased premises or any part thereof; or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires. In case Lessor shall, without fault on its part, be a party to litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this Lease.

(e) Any coverage required in this Article IX may be obtained as part of a blanket policy.

ARTICLE X. Off-Set Statement. (a) Within ten (10) days after a request therefor by Lessor, or in the event that upon any assignment or hypothecation of the leased premises and/or the land thereunder by Lessor, an off-set statement shall be required from Lessee, Lessee agrees to deliver a certificate to any proposed mortgagee, or to Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or off-sets thereto, or stating those claimed by Lessee.

(b) Upon request of Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, provided, however, that the subordination of this Lease to any such mortgagee, shall, in any event, be subject to the commitment and agreement of such mortgagee, for so long as Lessee shall not be in default hereunder, to recognize and permit quiet enjoyment by Lessee in the event of entry, foreclosure or sale in lieu of foreclosure. Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event or exercise of the power of sale of any mortgage made by Lessor covering the leased premises or in the event of a sale in lieu of foreclosure attorn to the mortgagee or any purchaser upon any such foreclosure or sale and recognize such mortgagee or purchaser as Lessor hereunder, and no entry under any such mortgage, or other security indenture or sale for the purpose of foreclosing the same or repossessing or other action pursuant to said mortgage or other successors and assigns, constructive or otherwise, or give the Lessee or any successor or assign of the Lessee any rights to terminate this Lease, provided that such mortgagee shall be subject to the above mentioned commitment and agreement.

ARTICLE XI. Assignment and Subletting. (a) Lessee will not assign this Lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Lessor. Notwithstanding the provisions in the preceding sentence, the parties acknowledge that Lessee may in the future desire to permit others to lease space on the tower, and in such cases, Lessee may sublet space on the tower but only with the prior written consent of Lessor, which consent will not be unreasonably withheld. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Notwithstanding any assignment or subletting, Lessee shall remain fully liable on this Lease and shall not be released from performing any of its terms, covenants and conditions.

(b) Notwithstanding the aforesaid prohibition against assignment, Lessee shall have the right to mortgage its leasehold interest herein on such terms and conditions as Lessee may determine. Lessor, upon request of such mortgagee, shall execute a separate consent evidencing its agreement that the execution and delivery of the proposed mortgage will not violate the provisions of this Lease, provided however, that such consent shall not be deemed to modify or alter the rights and obligations of the parties hereunder.

ARTICLE XII. Governmental Regulations. Lessee shall faithfully observe in the use of the leased premises all municipal and county ordinances and state and federal statutes, rules and regulations now in force or which may hereafter be in force.

ARTICLE XIII. Destruction or Condemnation. If the leased premises or building shall be damaged by fire or other casualty, or shall be acquired or condemned by eminent domain, or acquired in whole or in part by private purchase in lieu thereof, and the Site is not thereby rendered unsuitable for the purposes set forth in Article VI, Lessee shall, at its own expense, to the extent insurance or condemnation proceeds are made available, cause the Site to be restored to a condition reasonably comparable to the condition existing prior to the damage or taking within sixty (60) days after the occurrence of such damage or taking. Rent shall not abate during the period when such repairs are made.

If the Site shall be rendered unsuitable for the purposes set forth in Article VI by reason of any such occurrence, Lessee may, at its option, terminate this Lease and the tenancy hereby created by giving to Lessor within thirty (30) days following the date of such occurrence written notice of an election so to do effective as of the date of the damage or dispossession. If Lessee does not elect to so terminate, Lessee shall at its own expense cause such damage to be repaired. Rent shall not abate during the period when said repairs are made.

In the event of a condemnation Lessee shall have no claim against the Lessor nor the condemning authority for the value of any unexpired term of this Lease, provided, however, that Lessee shall have the right to claim and recover from the condemning authority such compensation or damages as may be separately awarded or recoverable by Lessee, or fairly attributable to Lessee on account of any and all damage to Lessee's leasehold improvements or fixtures by reason of the condemnation and for or on account of any cost or loss suffered by Lessee in removing Lessee's furniture, fixtures, leasehold improvements and equipment.

ARTICLE XIV. Default of the Tenant. In the event of any failure of the Lessee to pay any rental due hereunder or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee, and said failure continues for more than ten (10) days after notice from Lessor specifying any such default (provided however, Lessor shall not be required to give more than three (3) written notices in any twelve (12) month period for Lessee's failure to pay monthly rent and may thereafter during said twelve (12) month period exercise its remedies without further written notice) or if Lessee shall become bankrupt or insolvent, or file any debtor proceeding or have taken against Lessee in any court pursuant to any statute, either of the United States or any state, a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property or if Lessee makes an assignment for the benefit of creditors,

or petitions for or enters into an arrangement or if Lessee shall abandon said premises or suffer this Lease to be taken under any writ of execution, then, in addition to any other rights or remedies which Lessor may have, Lessor shall have the right to terminate this Lease immediately upon notice to Tenant (or as soon as otherwise provided by law). In any such event, Lessor shall also have the immediate right of re-entry and may remove all persons and property from the leased premises and such property may be removed and stored at the cost of and for the account of Lessee, all without service or notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

In the event that the Lease is terminated by Lessor pursuant to the provisions of this subparagraph, Lessee agrees to pay immediately the sum equivalent to the monthly rent for the eighteen (18) month period after the date of termination as liquidated damages for Lessor's loss of rent. The payment of said liquidated damages shall not affect any other rights or liabilities which shall otherwise exist or accrue hereunder except for Lessee's monthly rent obligation.

ARTICLE XV. Access of Lessor. Lessor shall have reasonable access to the leased premises for the purpose of examining the same, or to make any emergency repairs or maintenance deemed necessary by Lessor, but any such entry or examination or the making of such repairs or maintenance or shall be conducted in a manner which shall minimize any interruption in Lessee's use of the leased premises. This provision shall not be construed to require Lessor to conduct any such activity at a time other than normal working hours.

ARTICLE XVI. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of said parties. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee is in conformity with Article XI hereof.

ARTICLE XVII. Holdover. If the Lessee shall remain in possession of the leased premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, the provisions of this Lease, including the rental provisions, shall be applicable. Lessor or Lessee shall terminate any such month-to-month tenancy by giving to the other thirty (30) days prior written notice.

ARTICLE XVIII. Waiver. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant

or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted.

ARTICLE XIX. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period of such performance of any such acts shall be extended for a period equivalent to the period of such delay. The provisions of this Article XIX shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

ARTICLE XX. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Lessor, at Town of Raymond, Route 85, East Raymond, Maine 04071 ATTN: Town Manager, or at such other address as Lessor may designate by written notice and (b) if to Lessee, at Maine Cellular, 190 Riverside Street, Turnpike West, Portland, Maine 04103, ATTN: General Manager, or at such other address as Lessee shall designate by written notice.

ARTICLE XXI. Rights to Terminate (a) Either party shall have the right to terminate this Lease at any time after the expiration of the first ten (10) years of the term hereof by giving to the other party at least eighteen (18) months written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

(b) In the event that Lessee shall fail to obtain all certificates, permits and other approvals required by any federal, state and local governmental authorities within one (1) year after the commencement date of the initial term, Lessee may terminate this Lease by giving Lessor thirty (30) days written notice of such termination. On the date so specified the lease term shall expire without further liability on the part of either party except for any claims or liabilities which accrued prior to such termination.

ARTICLE XXII. Survey Lessor and Lessee agree that the description set forth in Schedule A may be amended if and when Lessee, at its own expense, shall survey the Site and provide a suitable substitute description.

ARTICLE XXIV. Other Land Lessor and Lessee acknowledge that the Site and leased premises are located on a parcel of land owned by Lessor which is approximately one hundred forty (140) acres. In the event that Lessor relocates the access road, Lessor shall not be required to maintain the present road. Lessor shall have the right to use the remainder of the land owned by it (a) in the manner which it is presently being used i.e. as a stump dump and (b) in any other manner which does not violate any federal or state statute or regulation relating to interference with the then existing communications system located on the Site.

ARTICLE XXV. Cellular Phone As additional consideration attributable to the first year of the Lease, Lessee shall give to Lessor one (1) portable cellular telephone at no cost to Lessor. Lessee shall further give Lessor Fifty Dollars (\$50.00) credit per month towards Lessor's usage fees for the first twelve (12) months of the initial term; provided, however, said Fifty Dollar (\$50.00) credit shall apply only to charges for Maine Cellular air time.

ARTICLE XXVI. Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles of this Lease, nor in any way affect this Lease.

ARTICLE XXVII. Memorandum of Lease: Lessor and Lessee agree, upon written request from the other, to execute a Memorandum of Lease in recordable form satisfactory to the attorneys for the respective parties.

ARTICLE XXVIII. Severance. Should any term or provision of this Lease, or portion thereof be determined invalid or unenforceable under law, such determination shall not affect the validity or enforceability of the remaining terms and provisions herein.

ARTICLE XXIV. Lessor and Lessee Defined, Use of Pronoun. The words "Lessor" and "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessor or Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Harold P. Foster

LESSOR: THE TOWN OF RAYMOND

By Clifford T. Chamberlain
Its Chairman - Board of Selectmen

LESSEE: PORTLAND CELLULAR
PARTNERSHIP

William A. Brown

By William A. Brown
Its General Partner

1092L

SCHEDULE A

Beginning at a stake in the ground 133 feet from a point on the southwesterly sideline of the property of the Town of Raymond 1051 feet from the most westerly corner of said property;

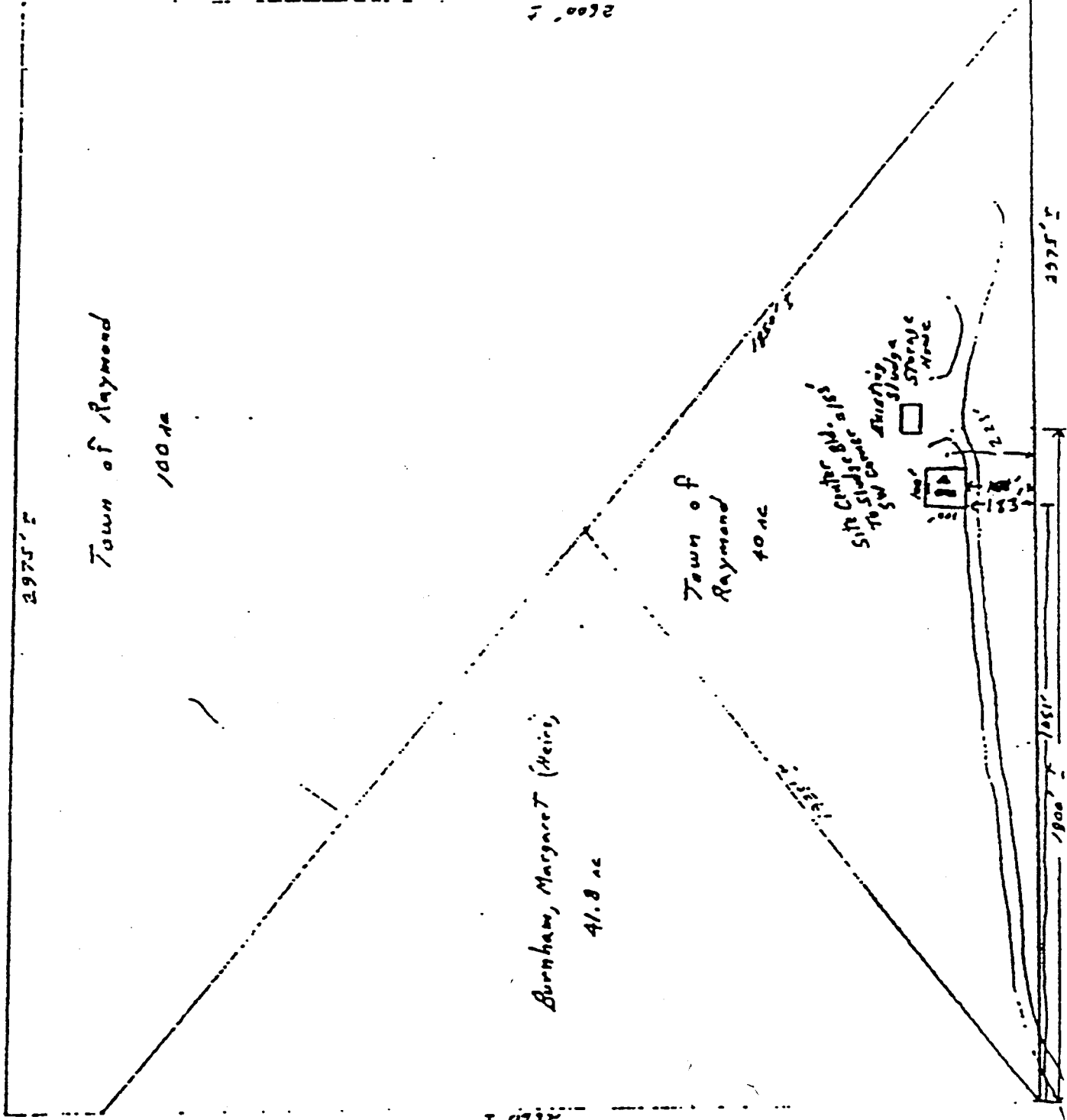
Thence northeasterly on a course perpendicular to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence southeasterly on a course parallel to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence southwesterly on a course perpendicular to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground;

Thence northwesterly on a course parallel to said southwesterly sideline of the property of the Town of Raymond 100 feet to a stake in the ground and the point of beginning.

All as shown on the attached sketch.



Town of Raymond

2975' E

100' N

Burnham, Margaret (Heirs)

41.8 ac

Town of Raymond

40 ac

Site Center

Storage House

1800' E

1051' N

2600' E

2600' E

2600' E

SCHEDULE B

180 foot self-supporting steel tower

32 x 11'3" prefabricated structure

1000 gallon propane tank

7 foot tall chain link fence, 1 foot barb wire
top around building, tower and propane tank

All as shown on Drawing 89-8080, SH1, Sheet 2 of 4, which
drawing is filed with the Town of Raymond Planning
Board.



301 North Cattlemen Road
Suite 200
Sarasota, FL 34232

Tel: 941 364.8886
Fax: 941 364.8761
www.crowncastle.com

December 15, 2011

Town of Raymond Maine
Attention: Nancy Yates, Finance Director
401 Webb Mills Road
Raymond, ME 04071
Ph: 207-655-4742 x 132

RE: Business Unit # 816709
Site Name: Raymond
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") and Town of Raymond Maine ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated July 1, 2000, as may be amended ("Lease") for property located in Raymond, Cumberland County, ME ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section two (2) that there is one (1) renewal term remaining. That Lease section will be amended to provide an additional five (5), five (5) year renewal terms. The new final Lease expiration date will be June 30, 2045.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

a. On the first day of the second full month following full execution of the Lease Amendment, the monthly rent shall increase by an amount equal to Three Hundred Fifty Dollars (\$350.00) per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Lease.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property

committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

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

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

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

Lessor:
Town of Raymond Maine

Lessor:
Town of Raymond Maine

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

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

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

By: _____
Name: Scott Tonnesen
Title: _____
Date: _____



301 North Cattlemen Road
Suite 200
Sarasota, FL 34232

Tel: 941 364.8886
Fax: 941 364.8761
www.crowncastle.com

December 15, 2011

Town of Raymond Maine
Attention: Nancy Yates, Finance Director
401 Webb Mills Road
Raymond, ME 04071
Ph: 207-655-4742 x 132

RE: Business Unit # 816709
Site Name: Raymond
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Atlantic Company LLC, a Delaware limited liability company ("Lessee") and Town of Raymond Maine ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated July 1, 2000, as may be amended ("Lease") for property located in Raymond, Cumberland County, ME ("Property").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Lessee to Lessor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section two (2) that there is one (1) renewal term remaining. That Lease section will be amended to provide an additional five (5), five (5) year renewal terms. The new final Lease expiration date will be June 30, 2045.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a. The Lease Amendment shall include a provision stating that Lessee will pay to Lessor a one-time amount of Fifteen Thousand Dollars (\$15,000.00) for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor, however all other terms of this Letter Agreement shall remain in full force and effect.

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Lessee, Lessor will execute, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Lessee to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Lessor will agree to be named applicant if requested by Lessee. In furtherance of the foregoing, Lessor will appoint Lessee as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf.

4. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

5. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay.

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay its own out-of-pocket expenses.

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

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

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

Lessor:
Town of Raymond Maine

Lessor:
Town of Raymond Maine

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

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

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

By: _____
Name: Scott Tonnesen
Title: _____
Date: _____



301 North Cattlemen Road
Suite 200
Sarasota, FL 34232

Tel: 941 364.8886
Fax: 941 364.8761
www.crowncastle.com

December 15, 2011

Town of Raymond Maine
Attention: Nancy Yates, Finance Director
401 Webb Mills Road
Raymond, ME 04071
Ph: 207-655-4742 x 132

RE: Business Unit # 816709
Site Name: Raymond
Tax ID:

Dear Sirs:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement related to the acquisition of a perpetual easement ("Transaction") by Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Grantee") from Town of Raymond Maine ("Grantor"), over a 15,000.0 square foot parcel of real estate identified by Grantee as the above Business Unit located in Raymond, Cumberland County, Maine, together with access and utilities easements ("Property"). The Property will be clarified by the Survey (as defined below).

For and in consideration of Fifty Dollars (\$50.00) to be paid by Grantee to Grantor within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Grantee and Grantor will enter into a Grant of Easement and Assignment of Lease which shall be perpetual and in substantially the form attached as Exhibit A ("Agreement"), pursuant to which Grantee will acquire the Property from the Grantor for a purchase price of Six Hundred Fifteen Thousand Dollars (\$615,000.00) ("Purchase Price").

2. Currently Grantor and Crown Atlantic Company LLC, a Delaware limited liability company are parties to a lease for all or a portion of the Property ("Lease"). As further consideration of the Purchase Price, Grantor will assign to Grantee its interest in the Lease. The defined term "Transaction" as used in this Letter Agreement shall include the assignment of Grantor's interest in the Lease. If applicable, at the closing of the Transaction, the Purchase Price shall be reduced by an amount equal to the portion of any rent or other payments previously paid to Grantor pursuant to the Lease for any period of time after the closing of the Transaction.

3. Consummation of the Transaction will be subject to:

- a. approval of this Letter Agreement by Grantee's property committee;
- b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;
- c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
- d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey"); and,
- e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee.

4. Upon satisfaction of the contingencies described in Section 3 of this Letter Agreement to Grantee's sole satisfaction, the parties shall execute the Agreement.

5. From the date of this Letter Agreement until the Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.

6. Irrespective of whether the Transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.

7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement prior to closing without damages.

8. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

9. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.

10. The Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.

11. Grantor represents and warrants that:

- a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement, and subject to the following item 11.b., to perform Grantor's obligations herein;
- b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the Transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this Transaction without such consent;
- c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;
- d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;
- e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
- f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,
- g. From the date of this Letter Agreement through the date that Grantor executes the Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.

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

Grantor:
Town of Raymond Maine

By: _____

Name: _____

Title: _____

Date: _____

Grantor:
Town of Raymond Maine

By: _____

Name: _____

Title: _____

Date: _____

Grantee:
Global Signal Acquisitions IV LLC, a Delaware
limited liability company

By: _____

Name: Scott Tonnesen

Title: _____

Date: _____

Exhibit A

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities:	BUSINESS UNIT NUMBER
Street Address:	FACILITIES ADDRESS
City:	FACILITIES MUNICIPAL LOCALE
County:	FACILITIES COUNTY LOCALE
State:	STATE

between

Global Signal Acquisitions IV LLC,
a Delaware limited liability company ("GSA IV")

and

LANDOWNER'S NAME ("Grantor")

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this ____ day of _____, 20__, by and between _____ [Insert Individual(s) or Company], _____ [Insert Marital Status or Entity State and Entity Type, as applicable] ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV").

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in _____, County of _____, State of _____, by grant or conveyance described in the Public Records of _____ County, _____ at Official Records Book _____, Page _____, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being _____ Dollars (\$_____), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a _____ feet by _____ feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's

request, directly to a public utility, at no cost and in a location acceptable to GSA IV (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of _____ County, State of _____. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Materials.

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous

waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. Insurance. At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

8. Security of GSA IV's Communications Facilities. GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities.

9. Removal of Obstructions. GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

10. Assignment of Lease Agreement. The parties hereby acknowledge that certain [insert name of lease agreement] _____ dated _____, ____ by and between _____, as lessee, and Grantor, as lessor ("Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV.

11. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

13. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall GSA IV be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. Recording. Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c)

subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

21. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

22. Entire Agreement. Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be _____ County, State of _____.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

GRANTOR'S PRIMARY CONTACT
GRANTOR'S NOTICE ADDRESS
GRANTOR'S CITY, STATE and ZIP

Global Signal Acquisitions IV LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

26. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and

apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.

30. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without

limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

Witness:

Grantor:

[Type Individual or Entity Name]

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

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

Witness:

Grantor:

[Type Individual or Entity Name]

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

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

Witness:

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

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

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

[Acknowledgements appear on the following page]

EXHIBIT A

GRANTOR'S PROPERTY

[insert page break]

EXHIBIT B – SITE PLAN

[insert page break]

EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

**Department of Public Safety
Division**



Liquor Licensing & Inspection

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

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

PRESENT LICENSE EXPIRES 2-6-12

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTIONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)

- RESTAURANT/LOUNGE (Class XI)
- HOTEL (Class I,II,III,IV)
- CLUB-ON PREMISE CATERING (Class I)
- GOLF CLUB (Class I,II,III,IV)
- OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
WILLIAM E HINES JR DOB: 12/20/52			WHINES ENT. INC. DBA CAFE SEBAGO		
KIMBERLY V HINES DOB: 2/7/70			1248 ROOSEVELT TRAIL		
Address			Location (Street Address)		
125 LIBBY RD			RAYMOND ME 04071		
City/Town State Zip Code			City/Town State Zip Code		
CASCO ME 04015			CASCO ME 04015		
Telephone Number Fax Number			Business Telephone Number Fax Number		
655-4445			655-4006		
Federal I.D. #			Seller Certificate #		
27-0113199			10910907		

- 3. If premises are a hotel, indicate number of rooms available for transient guests: NA
- 4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 187.00 LIQUOR \$ 105.00
- 5. Is applicant a corporation, limited liability company or limited partnership? YES NO

complete Supplementary Questionnaire, If YES

- 6. Do you permit dancing or entertainment on the licensed premises? YES NO
- 7. If manager is to be employed, give name: NA
- 8. If business is NEW or under new ownership, indicate starting date: _____
Requested inspection date: _____ Business hours: _____
- 9. Business records are located at: 125 LIBBY RD CASCO ME 04015
- 10. Is/are applicants(s) citizens of the United States? YES NO

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

YES NO

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

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

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

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

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

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

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

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

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

Dated at: _____ on _____, 20____
Town/City, State Date

Please sign in blue ink

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

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

WILLIAM E HINES JR

KIMBERLY Y HINES

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

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

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

STATE OF MAINE

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

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE - SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

MAINE DEPT OF PUBLIC

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



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

- Exact Corporate Name: WHINES ENTERPRISES INC
 Business D/B/A Name: CAFE SEBAGO
- Date of Incorporation: JAN 11, 2005
- State in which you are incorporated: ME
- If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

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

- What is the amount of authorized stock? 3000- Outstanding Stock? 0
- Is any principal officer of the corporation a law enforcement official? Yes No
- Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes No
- If YES, please complete the following: Name: _____
 Date of Conviction: _____ Offense: _____
 Location: _____ Disposition: _____
 Dated at: _____ City/Town _____ On: _____ Date _____

William E Hines Jr
 Signature of Duly Authorized Officer

 WILLIAM E HINES JR
 Print Name of Duly Authorized Officer

12-4-08
 Date

MAINE DEPT OF PUBLIC SAFETY

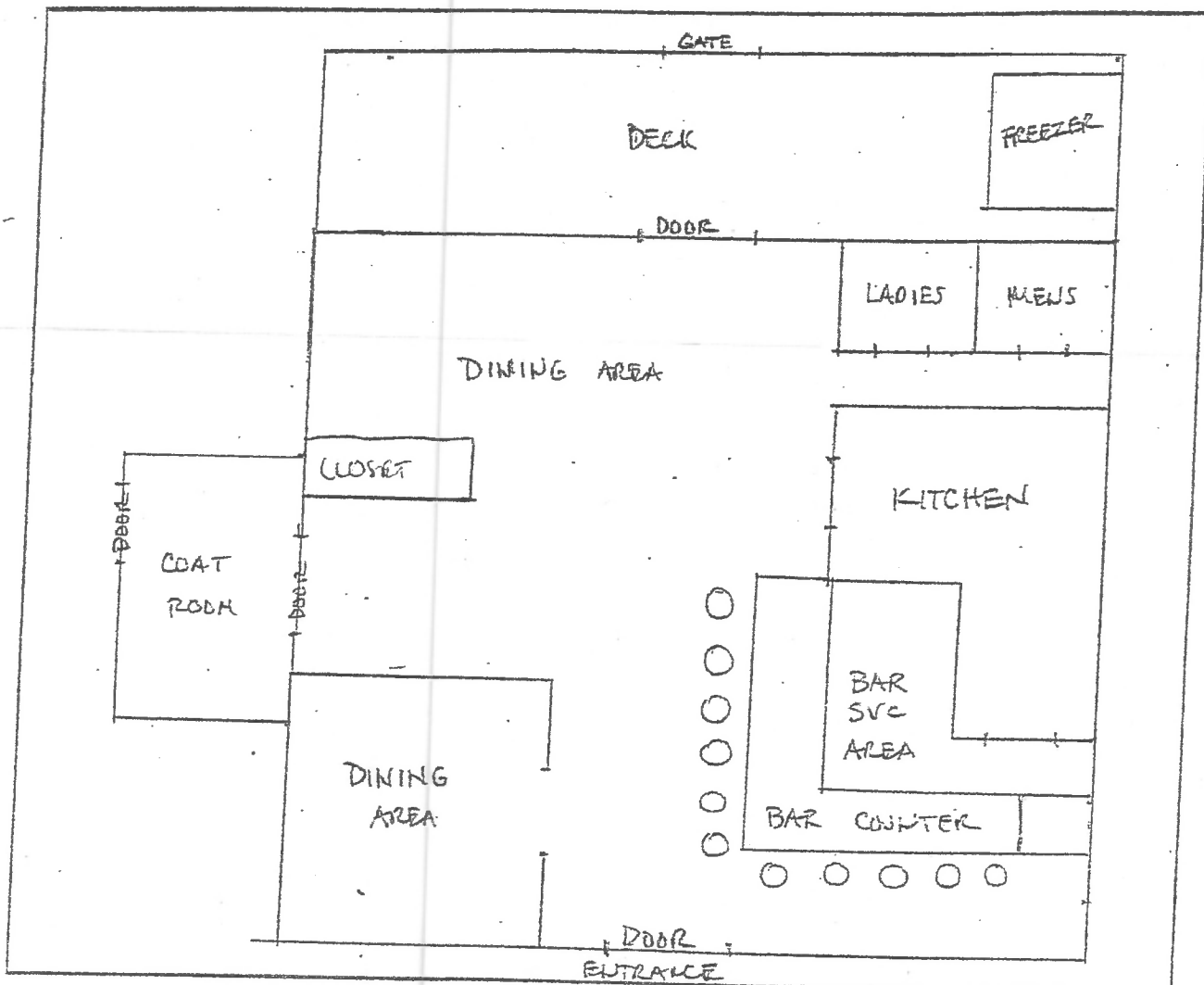
STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04330-0164
Tel: (207) 624-8745 Fax: (207) 624-8767



SUPPLEMENTAL APPLICATION FORM ON/OFF-PREMISE DIAGRAM

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

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



Denis Morse
Chief



Bruce Tupper
Assistant Chief

FIRE/RESCUE

1443 Roosevelt Trail
Raymond, Maine 04071

Emergency 9-1-1

Chief's Office 655-4502

All Other Business 655-7851

December 8, 2011
To: Town of Raymond Selectboard
From: Town of Raymond Fire Inspector
Re: Cafe Sebago

Dear Sirs,

Please be advised that we have conducted a Life Safety inspection of Cafe Sebago, located at #1248 Roosevelt trail. At this time and date, no code violations were noted in accordance to NFPA 101, Life Safety Standard,

Respectfully,

A handwritten signature in cursive script that reads "Craig Messinger".

Craig Messinger, Raymond Fire Insector

On 1/3/2012 9:37 AM, Gelston, Wayne wrote:

Hi Don, I would like to appear before the Selectmen to request an ordinance be voted on at the town meeting to ban the ownership of more than 1 rooster per homeowner unless they are a licensed chicken production facility in actual operation. This would prevent people from securing a license with no intention of chicken production, but rather a way to get around the law by just paying fees and keeping as many roosters as they like.

A second option would be the outright ban of owning roosters with only hens permitted. Thanks,
Wayne Gelston

Wayne Gelston

Territory Manager

US Foods™ | One Technology Drive | Peabody, MA 01960

T: 978-977-6007 | C: 207-590-6029

wayne.gelston@usfood.com

www.boston.usfoodservice.com | www.usfoodsight.com |

www.usfequipmentandsupplies.com | www.beyondtheplate.com

US FOODS

KEEPING KITCHENS COOKING

Hello Wayne,

Joe has approved your request to appear at the next BOS meeting scheduled for Tuesday January 10th at the JSMS Broadcast Studio at 7:00 pm. The meeting agenda can be found at www.raymondmaine.org. Let me know if I can provide any additional assistance.

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

On 1/3/2012 9:45 AM, Gelston, Wayne wrote:

Thanks, Wayne

Wayne Gelston

Territory Manager

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US FOODS

KEEPING KITCHENS COOKING

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

Name Wayne Helston

Address 46 LEDGE HILL ROAD

Name A J Dorsey

Address 42 Ledge Hill Rd.

Name Aneghwa, Lisa

Address 36 Ledgehill Rd

Name _____

Address _____

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

May 1984

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

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

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

First Offence \$ 50.00

Second Offence 100.00

Third Offence 200.00 [Amended 3/17/01]

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

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

Animal Noise Ordinance

Suggested proposal from

Town of Raymond Animal Control Department

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

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

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

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

Animal Noise Ordinance Enforcement

Proposal by

Town of Raymond Animal Control Department

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

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

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

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

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

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

General outline of violation process

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

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

3rd Violation – Notice to comply –

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

5th Violation – another town ticket or court summons

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

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

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

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

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

Maximum fine \$500 per incident plus court fees

Town of Raymond

Elected Official Recall and Appointment Ordinance

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

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

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

- A) At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk as outlined under Section 3.
- B) Spaces for each voters signature, actual street address and printed name; and
- C) Space at the bottom of the form for the name and address of the person circulating the petition form which must be signed before a notary public or other person authorized to administer oaths under Maine law before submitting finished petition form(s) to the Clerk.

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

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

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

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

1. If any individual petition form fails to comply with the requirements of Section 904, that

particular petition form is invalid and signatures cannot be used.

2. If the affidavit of the circulator on any individual petition form has been altered or tampered with in any way, that particular petition form is invalid and signatures cannot be used.
3. If any voter has signed more than one petition form, that voter's name shall be counted only once.

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

If the Town Clerk finds that the number of valid signatures submitted, as described under Section 3 does not meet the requirements for a petition underper Section 4, the Town Clerk shall file the petition and the petition forms in the Clerk's Office and notify the initiator of the petition that the petition is insufficient andbut may be amended within 5 workingbusiness days (days when the Town Clerk's office is normally open for business). Aafter the date of such notice bythe circulator may file filing additional, supplementary petition forms, which shall be issued, circulated and filed in the same manner as the original petition. Upon timely receipt of sSupplementary petition forms shall be returned no later than 14 business days from date of notice; ~~¶~~The ~~Town~~ Clerk shall review them in the same manner as the Clerk reviews an original petition. If the Clerk finds that the petition is still insufficient, the Clerk shall notify the Board of Selectmen, the initiator, and the official sought to be recalled; in writing of that determination within 5 business days. That determination by the Clerk shall not prevent the filing of a new petition for the same purpose.

Upon receipt of notice of determination, the official sought to be recalled may submit his or her resignation in writing to the Board of Selectmen, as applicable, in which case the position shall become vacant as of the date of the written resignation and shall be filled pursuant to Section 9MRSA-Title 30-A, §2602, as applicable.

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

After the public hearing, ~~¶~~the election must be held no less than 45 days nor more than 785 days after certification of the petition underper Section 4 unless a regular municipal election is scheduled s within 90 days of the certification of the petition, in which case the recall election must be held on the date of the regular municipal election. If the Board of Selectmen fail to schedule a public hearing and/or recall election within 150 days of the certification of the petition, the Town Clerk shall schedule ~~the~~ either pursuant to the date requirements of this section.

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

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

Section 7. **Results of Recall Election:** Within 2 business days of the recall election, described under Section 5, the Town Clerk shall certify and record the election results and notify the Board of Selectmen of those results. If a majority of the voters voting in the recall election vote in the affirmative, the official shall be recalled; effective the date of the results; provided that the total number of votes cast for and against the question exceeds atthe number of registered voters of the Town equal to at least 3025% of the number of votes cast in Raymond in the last gubernatorial election.

Section 8. An official sought to be recalled and who has not resigned underpursuant to Section 4 shall continue to perform the duties of the office until the Board of Selectmen certifies the results of the recall

election. If the official is recalled, the office shall become vacant immediately upon certification of the results of the election and shall be filled in accordance with Section 9.

Section 9. **Filling Vacancies: Pursuant to MRSA Title 30-A, §2602:** ~~A~~after the results have been certified by the Board of Selectmen, the Clerk must prepare and call a special election within 30-45 days of that certification if there is not already a regularly scheduled election within 90 days of certification unless the conditions are met described under Section 10.

Section 10. The Town of Raymond office of an elected official shall be deemed vacant under one or more of the following conditions:

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

Section 11. If the Clerk believes one or more of the above criteria are met, the Clerk shall in writing inform the Board of Selectmen and notify the affected elected official (unless deceased). A vacancy shall be declared if the Board of Selectmen determines by a majority vote of the Board that one or more of the above criteria are met.

Section 12. Following solicitation of interested candidates pursuant to MRSA §2625, vacancies in the office, except for vacancies in the school board and those as the result of a recall, shall be filled by the Board of Selectmen through appointment of a registered voter residing in the Town of Raymond and at least 18 years of age. The Board of Selectmen shall confirm the appointment by a majority vote of the members present. The appointed official shall serve until the next regularly scheduled Town election and a successor is elected and sworn. Said successor shall serve the balance of the term.

30-A §2505. RECALL OF MUNICIPAL OFFICIALS

30-A §2505. RECALL OF MUNICIPAL OFFICIALS

Except as otherwise provided by the municipality's ordinances or charter, an elected official of a municipality may be recalled from office pursuant to this section. For purposes of this section, "official" has the same meaning as section 2604, subsection 2. [2011, c. 324, §1 (NEW).]

1. Petition for recall. On the written petition pursuant to subsection 5 of a number of voters equal to at least 10% of the number of votes cast in the municipality at the last gubernatorial election, an election must be held to determine the recall of an elected official of that municipality.

[2011, c. 324, §1 (NEW) .]

2. Notice of intention. In order to initiate a recall election under subsection 1, the initiator of the petition shall file a notice of intention of recall with the municipal clerk of the municipality. A notice of intention of recall under this subsection must include the name, address and contact information of the person filing the notice and the name and position of the official subject to recall under this section. Only a person registered to vote in the municipality may file a notice of intention of recall under this subsection.

[2011, c. 324, §1 (NEW) .]

3. Petition forms. Within 3 business days of receipt of a notice of intention of recall under subsection 2, the municipal clerk shall prepare petition forms for the collection of signatures under subsection 4 and send notice to the initiator of the petition under subsection 2 that the petition forms are available. The municipality may charge the initiator of the petition a reasonable fee for preparing and providing the petition forms under this subsection. A petition form under this subsection must include:

A. At the top of the form, the name and position of the official subject to recall, the name and contact information of the initiator of the petition and the date by which the signatures must be submitted to the municipal clerk under subsection 4; [2011, c. 324, §1 (NEW).]

B. Spaces for each voter's signature, actual street address and printed name; and [2011, c. 324, §1 (NEW).]

C. Space at the bottom of the form for the name, address and signature of the person circulating the petition form. [2011, c. 324, §1 (NEW).]

[2011, c. 324, §1 (NEW) .]

4. Collection and submission of signatures. A petition form under subsection 3 may be circulated or signed only by a registered voter of the municipality. A circulator of a petition form shall fill in the information required under subsection 3, paragraph C and sign the form prior to submission of the form to the municipal clerk. The initiator of the petition under subsection 2 shall collect the petition forms from all circulators and submit the signed petition forms to the municipal clerk within 14 days of receipt of notice from the clerk that the petition forms are available under subsection 3. A municipal clerk may not accept a petition form submitted more than 14 days after sending notice of availability to the initiator under subsection 3, and any voter signatures on that form are invalid.

[2011, c. 324, §1 (NEW) .]

5. Petition certification and notification. Within 7 business days of receiving petition forms under subsection 4, the municipal clerk shall determine whether the petition forms meet the criteria under subsection 4 and certify the validity of any signatures on the petition forms. If the municipal clerk finds that the number of valid signatures submitted under subsection 4 meets or exceeds the requirements under subsection 1, the clerk shall certify the petition and immediately send notification of the certification to the municipal officers, the initiator of the petition and the official subject to the recall. If the municipal clerk finds the number of

valid signatures submitted under subsection 4 does not meet the requirements for a petition under subsection 1, the municipal clerk shall file the petition and the petition forms in the clerk's office and notify the initiator of the petition.

[2011, c. 324, §1 (NEW) .]

6. Scheduling recall election. Within 10 business days of certification of the petition under subsection 5, the municipal officers shall schedule a recall election to determine whether the official subject to the recall petition should be recalled. The election must be held no less than 45 days nor more than 75 days after certification of the petition under subsection 5 unless a regular municipal election is scheduled to be held within 90 days of the certification of the petition under subsection 5, in which case the recall election must be held on the date of the regular municipal election. If the municipal officers fail to schedule a recall election within 10 days of certification of the recall petition under subsection 5, the municipal clerk shall schedule the recall election pursuant to the date requirements of this subsection.

[2011, c. 324, §1 (NEW) .]

7. Ballots for recall election. If the official subject to the recall does not resign from office within 10 business days of certification of the recall petition under subsection 5, the ballots for the recall election under subsection 6 must be printed. A ballot for a recall election under this section must read:

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

[2011, c. 324, §1 (NEW) .]

8. Results of recall election. Within 2 business days of a recall election under subsection 6, the municipal clerk shall certify and record the election results and notify the municipal officers of those results. If a majority of voters vote to remove the official, the recall takes effect on the date the election results are recorded pursuant to this subsection.

[2011, c. 324, §1 (NEW) .]

9. Limitation of recall. An elected official may be the subject of a recall petition under this section only if the official is convicted of a crime, the conduct of which occurred during the official's term of office and the victim of which is the municipality.

[2011, c. 324, §1 (NEW) .]

SECTION HISTORY

2011, c. 324, §1 (NEW) .

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Maine Revised Statutes Annotated [Currentness](#)

Title 30-A. Municipalities and Counties ([Refs & Annos](#))

Part 2. Municipalities

Subpart 3. Municipal Affairs

↳ [Chapter 121](#). Meetings and Elections

↳ [Subchapter 2](#). Town Meetings and Elections ([Refs & Annos](#))

→ § 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.

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.

B. A town may accept only the provisions of subsection 4, relating to the nomination of town officials, as provided in section 2527.

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. [\[EN1\]](#) 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.

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. [\[EN1\]](#) 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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 ().

E. Words of explanation such as “Vote for one” and “Vote yes or no” may be printed on the ballot.

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.

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.

H. Ten or more specimen ballots printed on paper of a distinctive color without the endorsement of the clerk shall be provided.

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.

J. The ballots and specimen ballots shall be packed in sealed packages with marks on the outside specifying the number of each enclosed.

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.

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.

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.

C. The municipal clerk shall ensure that new ballots are produced, if necessary, to reflect the withdrawal of a candidate from an elective race.

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 test-

ing 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.

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.

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.

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.

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.

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.

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.

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.

CREDIT(S)

1987, c. 737, § A, 2; [1989, c. 104](#), §§ A, 18 to 20; [1991, c. 83](#), §§ 1, 2; [1991, c. 323](#); [1993, c. 608](#), §§ 6 to 8; [1995, c. 13, § 1](#); [1995, c. 102, § 1](#); [1997, c. 733, § 1](#); [2003, c. 569](#), §§ 1, 2; [2007, c. 19, § 1](#).

[\[FN1\]](#) No par. B was enacted.

HISTORICAL AND STATUTORY NOTES

1996 Main Volume

Amendments

1989 Amendment. Laws 1989, c. 104, § A, 18, in subsec. 4, par. B, provided that sticker may only be used to vote for write-in candidate in primary election.

Laws 1989, c. 104, § A, 19, in subsec. 5, made technical correction by substituting reference to manner of notice for reference to manner or notice.

Laws 1989, c. 104, § A, 20, in subsec. 6, in par. B, provided that sticker may only be used to vote for write-in candidate in primary election.

1991 Amendments. Laws 1991, c. 83, §§ 1, 2, in subsec. 4, par. B, and in subsec. 6, par. B, required sufficient blank spaces be provided for names and residences of write-in candidates if residence in municipality was not a requirement to hold office.

Laws 1991, c. 323, revised subsec. 10, which prior thereto read:

“10. Election by plurality vote; tie vote. Election shall be by plurality vote. In the case of a tie vote, the meeting shall be adjourned to a day certain, when ballots shall again be cast for the candidates tied for the office in question.”

1993 Amendment. Laws 1993, c. 608, § 6, in subsec. 4, par. C, among other changes, in the first par., substituted reference to the 45th day prior to election day for reference to the 35th day prior to election day; and in subsec. 4, par. D, among other changes, substituted reference to municipal officers for reference to selectmen, wherever appearing, and in the first par., substituted reference to the 43rd day prior to election for reference to the 33rd day prior to election.

Laws 1993, c. 608, § 7, rewrote subsec. 6, par. F, which prior thereto read:

“F. Before distribution, the ballot shall be folded in marked creases to measure, when folded, from 4 1/2 to 5 inches wide and from 6 to 13 1/2 inches long. On the back and outside, when folded, shall be printed ‘Official Ballot for the Town of,’ the date of election and a facsimile of the signature of the clerk.”

Laws 1993, c. 608, § 8, added subsec. 6-A.

1995 Amendments. Laws 1995, c. 13, § 1, in subsec. 10, deleted the provision allowing a municipal ordinance to be used to govern the procedure in a tie vote in a municipal secret ballot election and changed the exception for adjournment of the meeting to a day certain by requiring withdrawal of all but one tied candidate, in lieu of former provision allowing the exception upon withdrawal of any tied candidate.

Laws 1995, c. 102, § 1, in subsec. 4, par. A, subpar. (2), deleted provision which allowed a voter to sign only as many nomination papers for each office as there were vacancies to be filled and invalidated all others, instead provided that a voter could sign as many nomination papers for each office as the voter chose to, regardless of the number of vacancies to be filled.

Derivation:

R.S.1954, c. 90-A, § 37; R.S.1954, c. 91, §§ 20, 49 to 63; Laws 1955, c. 26; Laws 1957, c. 178; Laws 1957, c. 286; Laws 1957, c. 405, §§ 1, 23, 27; Laws 1957, c. 429, § 79; Laws 1959, c. 2; Laws 1959, c. 109, §§ 1 to 3; Laws 1961, c. 309; Laws 1961, c. 360, §§ 7 to 9; Laws 1963, c. 131; Laws 1969, c. 114, §§ 4 to 6; Laws 1971, c. 265, § 1; Laws 1973, c. 352; Laws 1973, c. 408, §§ 1, 2; Laws 1973, c. 788, § 136-A; Laws 1975, c. 730, § 2; Laws 1975, c. 761, §§ 62, 63; Laws 1977, c. 78, § 173; Laws 1977, c. 479, § 11; Laws 1977, c. 696, § 223; Laws 1979, c. 150, §§ 1, 2; Laws 1979, c. 663, §§ 193, 194; Laws 1981, c. 86, §§ 1, 2; Laws 1983, c. 224; Laws 1985, c. 30; Laws 1985, c. 161, § 8; Laws 1987, c. 582, §§ A, 20 to 24, B, 1; Laws 1987, c. 737, § A, 1; former 30 M.R.S.A. § 2061.

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1997 Legislation

Laws 1997, c. 733, § 1, in subsec. 10, added the second par.

2003 Legislation

Laws 2003, c. 569, § 1, in subsec. 3, rewrote the introductory paragraph, which prior thereto read:

“3. Voting place specified; polls. The warrant for a town meeting for the election of officials shall specify the voting place, which must be in the same building or a building nearby where the meeting is to be held. It shall specify the time of opening and closing the polls, which must be kept open at least 4 consecutive hours.”

Laws 2003, c. 569, § 2, in subsec. 5, added par. C.

2007 Legislation

Laws 2007, c. 19, § 1 inserted subsec. 6-B.

CROSS REFERENCES

Alternative nomination procedure, see [30-A M.R.S.A. § 2527](#).
 Petitions for nominations of directors of regional school units, see [20-A M.R.S.A. § 1473](#).
 Regional school unit referendum voting, see [20-A M.R.S.A. § 1503](#).
 Secret ballot requirements,
 City warden and clerks, election, see [30-A M.R.S.A. § 2552](#).
 County charter revisions, see [30-A M.R.S.A. § 1324](#).
 Enactment of ordinances, see [30-A M.R.S.A. § 3002](#).
 Interstate school districts, authorization, see [20-A M.R.S.A. § 3643](#).
 Municipal caucuses, see [21-A M.R.S.A. § 313](#).
 School administrative district financing elections, see [20-A M.R.S.A. § 1304](#).
 Voting conducted in accordance with this section,
 Closing of school building, see [20-A M.R.S.A. § 4102](#).
 Local liquor option elections, see [28-A M.R.S.A. § 121](#).
 Municipal electric districts,
 Formation of multi-member district, see [35-A M.R.S.A. § 3904](#).
 Formation of single-member districts, see [35-A M.R.S.A. § 3903](#).

School administrative district, referendum, see [20-A M.R.S.A. § 1353](#).
School budgets, see [20-A M.R.S.A. § 15617](#).
School committee member elections, see [20-A M.R.S.A. § 2303](#).
School construction, see [20-A M.R.S.A. § 15904](#).
School director elections, see [20-A M.R.S.A. § 1253](#).
Union school, dissolution elections, see [20-A M.R.S.A. § 2103](#).


NOTES OF DECISIONS


Discretion of officers, referendum questions [3](#)
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Officials selected by secret ballot [1](#)
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[1](#). Officials selected by secret ballot

School directors were elective officials, not appointive, therefore, it was not necessary to hold a meeting to designate them as officials to be elected by secret ballot, since they were covered by the provisions of R.S.1954, c. 90-A. 1959-60 Atty.Gen.Rep. 92.

[2](#). Referendum questions--Generally


In context of requirement that municipal officers faced with referenda question either place the initiated question on the next ballot printed or call special town meeting for its consideration, “next ballot printed” means the next municipal ballot. [Sweetall v. Town of Blue Hill \(1995\) Me., 661 A.2d 159. Towns](#)  [15](#)


Statute governing how town votes on municipal referenda elections contains no “competing measures” requirement that town's warrant concerning particular issue be voted on at the same time as the competing referendum questions concerning the same subject matter. [Sweetall v. Town of Blue Hill \(1995\) Me., 661 A.2d 159. Towns](#)  [15](#)

Where underlying purpose of City Council and the voters was to establish initiative and referendum, that purpose should not be defeated by inclusion of an invalid provision relating to machinery or its exercise. [LaFleur ex rel. Anderson v. Frost \(1951\) Me., 146 Me. 270, 80 A.2d 407. Municipal Corporations](#)  [111\(4\)](#); [Statutes](#)  [64\(2\)](#)

Under provisions of [30 M.R.S.A. § 2061](#), relating to referendum questions in town meetings or elections, municipal officers have option of placing particular article on next ballot printed or of calling special town meeting, and are not controlled by specific request stated in petition for one or other of these methods of considering referred question. Op.Atty.Gen., Feb. 29, 1980.

3. ---- Discretion of officers

In conducting municipal referenda elections, municipal officers have discretion as to whether to place initiated question on printed ballot or to deal with it at special town meeting. [Sweetall v. Town of Blue Hill \(1995\) Me., 661 A.2d 159. Towns](#)  [15](#)

Town selectmen acted within their discretion in declining to request that referendum questions be placed on the state ballot. [Sweetall v. Town of Blue Hill \(1995\) Me., 661 A.2d 159. Towns](#)  [15](#)

4. Form and content of ballots

Stickers with the person's name printed on them are valid for use in municipal elections. Op.Atty.Gen., May 18, 1981.

Under provisions of [30 M.R.S.A. § 2061](#), relating to secret ballots in town meetings, where town has established budget committee, in accordance with town meeting vote or charter provision, only recommendations of budget committee, and not those of municipal officers, should accompany requested article as printed in warrant and ballot. Op.Atty.Gen., June 6, 1980.

5. Write-in votes

Provisions of Title 21 (§§ 701, 702, 921, 922, 925) requiring a write-in vote to include the candidate's municipality of residence do not apply to town elections, given ambiguous nature of this section, relating to town election ballots and given important interest of protecting individual's right to vote for person of his choice. Op.Atty.Gen., April 22, 1981.

30-A M. R. S. A. § 2528, ME ST T. 30-A § 2528

Current with emergency legislation through Chapter 142 of the 2011 First Regular Session of the 125th Legislature

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Maine Revised Statutes Annotated
Title 30-A. Municipalities and Counties ([Refs & Annos](#))
Part 2. Municipalities
Subpart 3. Municipal Affairs
 [↖] [Chapter 123](#). Municipal Officials ([Refs & Annos](#))
 [↖] [Subchapter 1](#). General Provisions
 → § 2602. Vacancy in municipal office

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

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

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.

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.

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.

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.

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
- B. Any change in the provisions of this section relating to any other municipal office may be accomplished by charter or ordinance.

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.

CREDIT(S)

1987, c. 737, § A, 2; [1991, c. 270, § 3, eff. June 14, 1991](#); [1993, c. 369, § 1](#); [2007, c. 396, § 3, eff. June 21, 2007](#).

HISTORICAL AND STATUTORY NOTES

1996 Main Volume

1991 Legislation

Laws 1991, c. 270, § 3, in subsections 2 and 3, deleted references to assessor.

1993 Legislation

Laws 1993, c. 369, § 1, in subsec. 6, par. A, deleted provision making this section applicable to changes relating to municipal officers.

Derivation:

R.S. 1954, c. 90-A, § 53; R.S. 1954, c. 91, §§ 22, 40, 41; Laws 1957, c. 405, § 1; Laws 1987, c. 583, § 18; Laws 1987, c. 737, § 1; former 30 M.R.S.A. § 2253.

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2007 Legislation

Laws 2007, c. 396, § 3 added subsec. 7.

Laws 2007, c. 396, § 4 provides:

“**Sec. 4. Retroactivity.** An action, vote or adjudication of an elected or appointed body that occurred prior to the effective date of this Act, including actions, votes or adjudications that occurred prior to on April 26, 2007, is not void for the sole reason that a vacancy existed on the elected or appointed body at the time the action, vote or adjudication occurred.”

CROSS REFERENCES

Local sealer of weights and measures, vacancy, see [10 M.R.S.A. § 2451](#).

Tax collector, bond requirement, see [36 M.R.S.A. § 755](#).

LIBRARY REFERENCES

1996 Main Volume

Term of office of municipal officers; vacancies and power to fill vacancies, see [Municipal Corporations](#) ¶131, 149(1 to 5).

Term of office of municipal officers; vacancies and power to fill vacancies, see [C.J.S. Municipal Corporations §§ 468, 474, 498](#).

NOTES OF DECISIONS

Filling of vacancy

Tenure of person filling vacancy

Vacancies within section

. Vacancies within section

Where question arose as to legality of election of selectman and selectman signed warrant calling for a special election to fill vacancy in office of selectman and allowed his name to be put in nomination and subsequently, when he was defeated,

he tendered an express resignation, acts of selectman evidenced an intention to abandon office prior to special election, thus making his successor the legally chosen officer. [Harding ex rel. Erickson v. Brown \(1958\) Me., 153 Me. 331, 138 A.2d 635. Municipal Corporations ↪150](#)

Where town treasurer resigned and selectmen appointed treasurer, no "vacancy" existed when petition to call special meeting was presented to selectmen and selectmen did not "unreasonably refuse" to call meeting within R.S.1930, c. 5, § 4, authorizing justice of peace to call meeting. [Googins v. Gilpatrick \(1932\) Me., 131 Me. 23, 158 A. 699. Towns ↪19](#)

. Filling of vacancy

Town may secure treasurer, when vacancy exists, only in way prescribed by statute. [Googins v. Gilpatrick \(1932\) Me., 131 Me. 23, 158 A. 699. Municipal Corporations ↪129; Towns ↪28](#)

Election of treasurer at special meeting called by justice of peace to fill same vacancy filled by town selectmen's appointment was invalid. [Googins v. Gilpatrick \(1932\) Me., 131 Me. 23, 158 A. 699. Municipal Corporations ↪131; Towns ↪28](#)

The effect of P.L.1897, c. 280, was to make it mandatory for the selectmen to appoint certain officers, including fence viewers, if they were not elected by ballot at the annual town meeting; selectmen would not be authorized to act as fence viewers in any event and the office must either be filled by election at the annual town meeting or by appointment by the selectmen. [Bradford v. Hawkins \(1902\) 96 Me. 484, 52 A. 1019.](#)

Under [30 M.R.S.A. § 2253](#), [now this section] town selectmen had authority to appoint person to fill vacancy created by incumbent road commissioner's resignation from office, and person appointed to fill vacancy would hold office for remainder of incumbent's unexpired term. Op.Atty.Gen., May 13, 1980.

Board of town selectmen, presented with valid petition for special town meeting pursuant to § 2053 of this title, [now this section] for the purpose of filling vacancy left by resignation of incumbent road commissioner, could reasonably refuse to call such special town meeting, for board had already appointed person to fill vacancy in office of road commissioner and appointee held office for remainder of unexpired term of incumbent, and meeting to elect new road commissioner could accomplish no legal purpose. Op.Atty.Gen., May 13, 1980.

. Tenure of person filling vacancy

Town treasurer appointed by municipal officers to fill vacancy is intended by statute to serve until next annual town meeting. [Googins v. Gilpatrick \(1932\) Me., 131 Me. 23, 158 A. 699. Municipal Corporations ↪149\(3\); Towns ↪28](#)

30-A M. R. S. A. § 2602, ME ST T. 30-A § 2602

Current with emergency legislation through Chapter 86 of the 2011 First Regular Session of the 125th Legislature

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Maine Revised Statutes Annotated [Currentness](#)

Title 30-A. Municipalities and Counties ([Refs & Annos](#))

Part 2. Municipalities

Subpart 3. Municipal Affairs

↳ [Chapter 121](#). Meetings and Elections

↳ [Subchapter 2](#). Town Meetings and Elections ([Refs & Annos](#))

→ **§ 2526. Choice and qualifications of town officials**

Unless otherwise provided by charter, the following provisions apply to the choice and qualifications of town officials.

1. Manner of election. In a town with a population greater than 4,000, according to the last Federal Decennial Census, election shall be by plurality. Except as provided in section 2528, subsection 10, in a town with a population of 4,000 or under, election shall be by majority.

2. Appointment in writing. The appointment of any town official or deputy must be in writing and shall be signed by the appointing party.

3. Qualifications. In order to hold a municipal office, a person must be a resident of the State, at least 18 years of age and a citizen of the United States.

A. [FN1] In order to hold the office of selectman, a person must be a voter in the town in which that person is elected.

4. Selectmen and overseers. The following provisions apply to selectmen and overseers.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether 3, 5 or 7 will be elected to each board and their terms of office.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, 3 shall be elected. If a town fails to fix the term, it is for one year.

B. When others have not been elected, the selectmen shall serve as overseers of the poor.

C. A selectman may also serve as a member of the board of assessors.

D. A town, in electing selectmen and overseers, may designate one of them as chairman of the board.

(1) **[FN2]** If no person is designated as chairman, the board shall elect by ballot a chairman from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chairman by lot.

E. If the town fails to fix the compensation of these officials at its annual meeting, they shall be paid \$10 each per day for every day actually and necessarily employed in the service of the town.

5. Assessors. The following provisions apply to assessors.

A. A town may determine at a meeting of its legislative body held at least 90 days before the annual meeting whether a single assessor will be appointed under subparagraph (3) or a board of 3, 5 or 7 will be elected and the term of office of the assessor or assessors. In towns where the municipal legislative body is the town meeting, the determination is effective only if the total number of votes cast for and against the determination equals or exceeds 10% of the number of votes cast in the town at the last gubernatorial election.

(1) Once a determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, 3 shall be elected. If a town fails to fix the term, it is for one year.

(3) When a town has chosen a single assessor under this paragraph, the selectmen shall appoint the assessor for a term not exceeding 5 years.

B. In addition to the method provided by paragraph A and notwithstanding the provision of any town charter to the contrary, the municipal officers of any town, or the municipal officers of 2 or more towns acting jointly, may enact an ordinance providing for a single assessor. The municipal officers shall appoint the assessor for a term not exceeding 5 years.

(1) Seven days' notice of the meeting at which the ordinance is to be proposed shall be given in the manner provided for town meetings.

(2) In towns where the municipal legislative body is the town meeting, the ordinance is effective immediately after the next regular town meeting if enacted at least 90 days before the meeting. The ordinance stands until revoked by the municipal legislative body or the municipal officers at a meeting held at least 90 days before the annual town meeting.

C. When a town has not elected a full board of assessors, the selectmen shall serve as assessors as provided in Title 36, section 703. A selectman who is an assessor pursuant to this paragraph and Title 36, section 703 or any person who serves as both a selectman and a tax assessor may resign the position of assessor without resigning the office of selectman. The position of assessor must then be filled by appointment pursuant to section 2602, subsection 2. A person elected to the State Legislature who resigns the position of assessor pursuant to this paragraph may continue to serve concurrently as selectman and member of the State Legislature. If a person

who is serving in the State Legislature or in another office incompatible with the position of assessor resigns the position of assessor pursuant to this paragraph before that person has performed any duties as tax assessor, that person may not be deemed to have vacated the previously held position of State Legislator or other office that is incompatible with the office of assessor.

D. A town, if it elects a board of assessors, may designate one member as chairman of the board.

(1)[FN2](#) If no person is designated as chairman, the board shall elect by ballot a chairman from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chairman by lot.

E. If the town fails to fix the compensation of assessors at its annual meeting, they shall be paid \$10 each per day for every day actually and necessarily employed in the service of the town.

F. This subsection does not apply to any municipality which is incorporated into a primary assessing area.

G. Notwithstanding any other law when a vacancy occurs on an elected board of assessors, the municipal officers shall fill that vacancy as provided in section 2602, subsection 2.

6. Board of assessment review. The following provisions apply to a board of assessment review.

A. Any municipality may adopt a board of assessment review at a meeting of its legislative body held at least 90 days before the annual meeting.

B. The board of assessment review consists of 3 members and 2 alternates appointed by the selectmen. The municipality, when adopting such a board, may fix the compensation of the members. Initially, one member must be appointed for one year, one member for 2 years and one member for 3 years, and one of the alternates must be appointed for one year and one alternate for 2 years. Thereafter, the term of each new member or alternate is 3 years.

C. Any town adopting a board of assessment review may discontinue the board by vote in the same manner and under the same conditions as in adopting the board.

D. Municipalities may provide by ordinance for a board of assessment review consisting of 5 or 7 members and up to 3 alternates. The terms of office of members and alternates may not exceed 5 years and initial appointments must be such that the terms of office of no more than 2 members or alternates will expire in any single year.

E. Any town, by ordinance, may designate a board of appeals appointed under section 2691 as the board of assessment review.

F. A board of assessment review shall annually elect from its membership a chairman and a secretary.

G. The procedure of a board of assessment review is governed by section 2691, subsection 3.

H. This subsection does not apply to any municipality which is incorporated into a primary assessing area.

7. Road commissioners. The following provisions apply to road commissioners.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether one or more road commissioners will be chosen and the term of office which may not exceed 3 years.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, one shall be chosen. If a town fails to fix the term, it is one year.

B. A road commissioner appointed by the selectmen may be removed from office for cause by the selectmen.

C. The board of selectmen may act as a board of road commissioners.

8. Treasurers and tax collectors. Treasurers and tax collectors of towns may not simultaneously serve as municipal officers or as elected or appointed assessors until they have completed their duties and had a final settlement with the town.

A. The same person may serve as treasurer and tax collector of a municipality.

9. Sworn in. Before assuming the duties of office, a town official or deputy shall be sworn by the moderator in open town meeting, by the clerk, or by any other person authorized by law to administer an oath, including a notary public or dedimus justice.

A. Unless the oath is administered in the clerk's presence, the person who administers it shall give the official or deputy sworn a certificate, which must be returned to the clerk for filing. The certificate must state:

(1) The name of the official or deputy sworn;

(2) The official's or deputy's office;

(3) The name of the person who administered the oath; and

(4) The date when the oath was taken.

B. The clerk shall be sworn to accurately record the votes of town meetings and to discharge faithfully all the other duties of that office, until another clerk is elected and sworn.

C. After the town meeting, the clerk shall immediately issue a warrant directed to a constable containing the names of persons chosen for office who have not been sworn.

(1) The constable shall immediately summon the named persons to appear before the clerk within 7 days from the time of notice to take the oath of office.

(2) The constable shall make a return immediately to the clerk.

(3) The town shall pay the constable a reasonable compensation for these services.

D. The clerk shall record the election or appointment of each official or deputy, including the clerk's own, and

the other information specified in paragraph A.

E. A record by the clerk that a person was sworn for a stated town office is sufficient evidence that the person was legally sworn for the office. The entire oath need not be recorded.

CREDIT(S)

[1987, c. 737, § A, 2](#); [1989, c. 104, §§ A, 17, D, 3, eff. May 4, 1989](#); [1991, c. 235](#); [1991, c. 270, §§ 1, 2, eff. June 14, 1991](#); [2003, c. 234, § 1](#); [2003, c. 510, §§ A-26, A-27, eff. Jan. 11, 2004](#); [2009, c. 57, § 1](#).

[\[FN1\]](#) No par. B was enacted.

[\[FN2\]](#) No subpar. (2) was enacted.

HISTORICAL AND STATUTORY NOTES

1996 Main Volume

Amendments

1989 Amendment. Laws 1989, c. 104, § A, 17, in subsec. 9, par. A, subpar. (2), substituted reference to official or deputy's office for reference to his office.

Laws 1989, c. 104, § D, 3, in subsec. 9, added provision permitting town official or deputy to also be sworn by notary public or dedimus justice; and in subpar. A(2), effected same change as was made by Laws 1989, c. 104, § A, 17.

1991 Amendments. Laws 1991, c. 235, in subsec. 6, par. B, added 2 alternates to the board, provided that one alternate be appointed for one year and one alternate be appointed for two years, and substituted reference to adoption of the board by the municipality, in lieu of former reference to adoption of the board by the town; and in subsec. 6, par. D, substituted provision allowing municipalities to provide for a board, in lieu of former provision allowing towns with a population of 5,000 or more to provide for a board, and added 3 alternates to the board.

Laws 1991, c. 270, § 1, in subsec. 5, par. C, allowed a selectman who is an assessor to resign the position of assessor without resigning the office of selectman, and provided that the position of assessor must then be filled by appointment.

Laws 1991, c. 270, § 2, added subsec. 5, par. G.

Derivation:

R.S.1954, c. 90-A, § 36; R.S.1954, c. 91, §§ 12 to 14, 20, 22, 24, 37, 39 to 41; Laws 1957, c. 405, § 1; Laws 1963, c. 299, §§ 1 to 3; Laws 1965, c. 80; Laws 1965, c. 97; Laws 1965, c. 513, §§ 60-A, 60-B; Laws 1967, c. 14, § 1; Laws 1967, c. 47; Laws 1967, c. 72, § 1; Laws 1969, c. 114, §§ 1 to 3; Laws 1969, c. 433, § 76; Laws 1969, c. 438, § 4; Laws 1971, c. 598, § 66; Laws 1973, c. 536, §§ 10, 11; Laws 1973, c. 620, § 2; Laws 1973, c. 695, § 1; Laws 1975, c. 545, § 1; Laws 1983, c. 58; Laws 1987, c. 582, § A, 15 to 19; Laws 1987, c. 583, § 11; Laws 1987, c. 737, § A, 1; former 30 M.R.S.A. § 2060.

2010 Electronic Pocket Part Update

2003 Legislation

Laws 2003, c. 234, § 1, in subsec. 5, par. C, in the second sentence, inserted “or any person who serves as both a selectman and a tax assessor”, and added the fourth and fifth sentences.

Laws 2003, c. 510, § A-26, in subsec. 6, par. G, inserted “review” following “assessment”.

Laws 2003, c. 510, § A-27, in subsec. 9, rewrote par. A, which prior thereto read:

“A. Unless the oath is administered in the clerk's presence, the person who administers it shall give the official or deputy sworn a certificate which shall be returned to the clerk for filing. The certificate must state:

“(1) The name of the official or deputy sworn;

“(2) The official or deputy's office.

“(2) The official's or deputy's office.

“(3) The name of the person who administered the oath; and

“(4) The date when the oath was taken.”

Laws 2003, c. 510, was presented to the Governor by the Senate on June 14, 2003 and became law without his signature in accordance with M.R.S.A. Const. Art, IV, Pt. Third, Sec. 2. Received in the Office of the Secretary of State on January 12, 2004.

2009 Legislation

Laws 2009, c. 57, § 1, in subsec. 8, in the introductory paragraph, substituted “may not simultaneously serve as municipal officers or as elected or appointed assessors” for “may not be selectmen or assessors”.

CROSS REFERENCES

Conflicts of interest,

Maine State Housing Authority employees or commissioners, see [30-A M.R.S.A. § 4724](#).

Municipal housing authority operators and administrators, see [30-A M.R.S.A. § 4992](#).

Municipal officials generally, see [30-A M.R.S.A. § 2605](#).

Urban renewal projects, see [30-A M.R.S.A. § 5112](#).

Plantation assessors, terms of office and elections, application of this section, see [30-A M.R.S.A. § 7004](#).

Plumbing inspectors, appointment, see [30-A M.R.S.A. § 4221](#).

Registrar of voters, oath requirements, see [21-A M.R.S.A. § 101](#).


Road commissioners, see [23 M.R.S.A. § 2701 et seq.](#)

Tax collector, bond requirement, see [36 M.R.S.A. § 755](#).

Treasurer, bond requirement, see [30-A M.R.S.A. § 5601](#).

LIBRARY REFERENCES

1996 Main Volume

Appointment, election, and qualification of municipal officers, see [Municipal Corporations](#)  [128 et seq.](#), [143 et seq.](#)
 Appointment, election, and qualification of municipal officers, see [C.J.S. Municipal Corporations §§ 468 et seq.](#), [489 et seq.](#)

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[1.](#) Manner of election

If the record be silent as to the mode in which town officers were elected, the presumption will be, without proof to the contrary, that they were chosen in the manner required by law. [Hathaway v. Inhabitants of Addison \(1860\) Me., 48 Me. 440.](#)

[2.](#) Selectmen

Where question arose as to legality of election of selectman and selectman signed warrant calling for a special election to fill vacancy in office of selectman and allowed his name to be put in nomination and subsequently, when he

was defeated, he tendered an express resignation, acts of selectman evidenced an intention to abandon office prior to special election, thus making his successor the legally chosen officer. [Harding ex rel. Erickson v. Brown \(1958\) Me., 153 Me. 331, 138 A.2d 635. Municipal Corporations ↪ 150](#)

From the known practice of towns in this State to choose but 3 selectmen, it will be presumed that that number was chosen, unless the contrary appears. [Inhabitants of Jay v. Inhabitants of Carthage \(1860\) Me., 48 Me. 353.](#)

3. Overseers

Towns have the discretionary power to choose any number of overseers of the poor, not exceeding 12; but, if they deem the election of separate overseers unnecessary, the duties pertaining to those officers are to be discharged by the selectmen, of whom there must be 3, 5, or 7. It was held that the election of only one overseer of the poor was valid. [Inhabitants of Lyman v. Inhabitants of Kennebunkport \(1891\) Me., 83 Me. 219, 22 A. 102.](#)

4. Assessors



Valid appointment of tax collector is crucial to viability of his tax liens. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 2803](#)



Tax collector did not hold office de jure unless his appointment was in writing. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 2803](#)



Where contract between manager and town for year 1959 provided that manager would exercise duties of tax collector and each year thereafter until 1966 town selectmen voted to reappoint manager after discussion of renewing his contract but there was nothing in writing showing appointment as tax collector, titles based on foreclosure of tax liens placed on properties for unpaid taxes assessed in years 1961, 1962 and 1964 were invalid. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 3070](#)


A town may elect a board of 4 tax assessors, and hence assessment was not void as not made by a legal board merely because of insufficiency of evidence of the resignation of one of three original assessors, which was the purported reason for electing a fourth to fill the vacancy. [Inhabitants of Town of Warren v. Norwood \(1941\) Me., 138 Me. 180, 24 A.2d 229. Municipal Corporations ↪ 971\(2\); Towns ↪ 58](#)

By the provisions of R.S.1883, c. 3, § 12, as amended by Laws 1885, c. 335, p. 280, a collector of taxes who has not


had a final settlement with the town is ineligible to the office of selectman or assessor of taxes; and although he may have been formally elected as assessor, and may have been regularly sworn, and may have acted, he is merely an assessor de facto. [Inhabitants of Springfield v. Butterfield \(1903\) Me., 98 Me. 155, 56 A. 581.](#) [Municipal Corporations](#)  [971\(1\)](#); [Towns](#)  [58](#)


Where one assessor has not been qualified, the other 2 cannot assess a tax. [Inhabitants of Machiasport v. Small \(1885\) Me., 77 Me. 109.](#) [Officers And Public Employees](#)  [35](#); [Taxation](#)  [2434](#)


By law, the board of assessors cannot consist of less than 3 persons, who shall be qualified by taking the oath prescribed; and where it does not appear that more than 2 were thus qualified and acted, the tax assessed by them is illegal. [Inhabitants of Williamsburg v. Lord \(1863\) Me., 51 Me. 599.](#) [Officers And Public Employees](#)  [35](#); [Taxation](#)  [2434](#)

A town may legally choose a collector of taxes and a constable, under an article in the warrant calling the annual meeting “to choose overseers of the poor and all other town officers for the year ensuing.” [Deane v. Washburn \(1840\) Me., 17 Me. 100.](#) [Towns](#)  [20](#)


5. Road commissioners

Notice served on road commissioner, requiring him to answer to a complaint of incompetency or neglect of official duty, is wholly inadequate. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778.](#) [Highways](#)  [93](#)

Appointment of road commissioner for town, being authorized to be made by the 3 selectmen, was valid, if made by 2 of them, when all were present, in view of [§ 71\(3\) of title 1](#), providing that words giving authority to 3 or more persons authorize a majority to act. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778.](#) [Highways](#)  [93](#)

R.S.1883, c. 3, § 14, provides that where towns, at their annual town meetings, do not choose highway surveyors, nor appoint the municipal officers such surveyors, the said officers shall appoint surveyors, whose term of office shall commence on the 1st day of May. It was held, that where a town, at its annual town meeting in March, does not choose any surveyors, nor appoint the selectmen such surveyors, the surveyor of the previous year holds over until the following 1st day of May. [Bunker v. Inhabitants of Gouldsboro \(1889\) Me., 81 Me. 188, 16 A. 543.](#) [Highways](#)  [93](#)

6. Tax collectors


Where tax collector, who had not made final settlement with town, served as assessor de jure, though disqualified by statute, tax was invalid and could not be collected by inhabitants of town, notwithstanding curative act. [Inhabitants of Otisfield v. Scribner \(1930\) Me., 129 Me. 311, 151 A. 670. Taxation](#)  2604

Collectors of taxes are public officers who are specially mentioned among those that are to be chosen at the annual town meetings in pursuance of this section. [State v. Walton \(1873\) Me., 62 Me. 106.](#)

7. Constables

Constables and all other town officers can only be chosen by a major vote of the votes cast at the annual town meeting and to constitute an election to such offices, it is essential that the person claiming to be chosen should be presented distinctly before the meeting; thus, the vote of the town that whoever should make the lowest bid for collecting the taxes, should be the constable, will not authorize the person making such bid to perform the duties of that office. [Crowell v. Whittier \(1855\) Me., 39 Me. 530.](#)

8. Fence viewers





Under the statutes of this State as they existed in 1898, the selectmen of a town were not authorized to act as fence viewers. [Bradford v. Hawkins \(1902\) Me., 96 Me. 484, 52 A. 1019. Fences](#)  13

The office of fence viewers, since P.L.1897, c. 280, must either be filled by election at the annual town meeting, or by appointment by the selectmen. [Bradford v. Hawkins \(1902\) Me., 96 Me. 484, 52 A. 1019.](#)

9. Field-drivers

There is no such town officer as field-driver known to, or recognized by, the laws of this State. [Varney v. Bowker \(1873\) Me., 63 Me. 154.](#)

10. Oath of municipal officials

1935 (P. & S.L.) c. 12, § 13 providing that all elected or appointed town officers should be sworn by the town clerk did not have the effect of changing prior general law R.S.1930, c. 15, § 19, providing that town clerk should be sworn before the moderator, hence a town assessor sworn by the clerk, who was sworn by moderator was legally in office. [Inhabitants of Town of Ashland v. Wright \(1943\) Me., 139 Me. 283, 29 A.2d 747. Municipal Corporations](#)  144; [Municipal Corporations](#)  971(1); [Towns](#)  28; [Towns](#)  58

A statute providing that all elected or appointed town officers should be sworn by the town clerk did not have the effect of changing prior general law providing that town clerk should be sworn before the moderator, hence a town assessor sworn by the clerk, who was sworn by moderator, was legally in office. [Inhabitants of Town of Ashland v. Wright \(1943\) Me., 139 Me. 283, 29 A.2d 747.](#) [Municipal Corporations](#) ↪ 144; [Municipal Corporations](#) ↪ 971(1); [Towns](#) ↪ 28; [Towns](#) ↪ 58

Where each town officer--that is 2 assessors, the treasurer, the tax collector and selectmen--was duly sworn in open town meeting faithfully to perform the duties of the office to which he had been chosen by the voters of the town, it could not be successfully contended that the oaths administered were insufficient. [Inhabitants of Brownville v. U.S. Pegwood & Shank Co. \(1924\) Me., 123 Me. 379, 123 A. 170.](#) [Municipal Corporations](#) ↪ 144; [Towns](#) ↪ 28

In a suit to recover a tax paid by the plaintiff, claimed to be illegally assessed because the assessors did not appear to have been sworn, parol evidence is admissible to show that the proper oath was administered, and the court has power to permit the record of the town clerk to be amended accordingly. [Whiting v. City of Ellsworth \(1893\) Me., 85 Me. 301, 27 A. 177.](#) [Evidence](#) ↪ 417(2)

If two of the assessors of taxes take the oath of office before a person not authorized by law to administer it, the tax assessed by the board is illegal under R.S.1883, c. 3, § 24, providing that assessors may be sworn "by the town or parish clerk, or by any person authorized by law." [Orneville v. Palmer \(1887\) Me., 79 Me. 472, 10 A. 451.](#) [Officers And Public Employees](#) ↪ 36; [Taxation](#) ↪ 2434

In the absence of any record evidence that the officers of the town were duly sworn, the fact may be proved by parol testimony. [Hathaway v. Inhabitants of Addison \(1860\) Me., 48 Me. 440.](#) [Evidence](#) ↪ 157(2)

The law requiring assessors to be "duly sworn," is complied with by their taking an oath "faithfully and impartially to perform the duties assigned them." [Patterson v. Creighton \(1856\) Me., 42 Me. 367.](#) [Officers And Public Employees](#) ↪ 36; [Taxation](#) ↪ 2434

The words "duly sworn," or "sworn according to law," when applied to any officer who is required to take and subscribe the oath prescribed in the Constitution, are to be construed to mean, that he has taken the oath as required; and when applied to any other person, that such person has taken an oath faithfully and impartially to perform the duties assigned to him in the case specified. [Bennett v. Treat \(1856\) Me., 41 Me. 226.](#) [Officers And Public Employees](#)

[☞36; Taxation](#) [☞2434](#)

The provision requiring a record to be made of the persons sworn as town officers, is directory, and does not prevent the fact of their having been sworn from being otherwise proved, when there is no record thereof made. [Kellar v. Savage \(1840\) Me., 17 Me. 444. Municipal Corporations](#) [☞144](#); [Towns](#) [☞28](#)

11. Compensation

Subject to applicable constitutional provision, power and authority to fix and approve salaries of municipal employees may be exercised within municipality only to extent granted by the Legislature. [Farris ex rel. Anderson v. Colley \(1950\) Me., 145 Me. 95, 73 A.2d 37. Municipal Corporations](#) [☞67\(5\)](#)

Selectman's salary was authorized by town meeting vote, taken under statutory authority to "pay same as last year". [Milliken v. Gilpatrick \(1931\) Me., 130 Me. 498, 157 A. 714. Municipal Corporations](#) [☞890](#); [Towns](#) [☞49](#)

That selectman was erroneously designated as clerk of board did not disqualify him for pay as full time selectman authorized by statute. [Milliken v. Gilpatrick \(1931\) Me., 130 Me. 498, 157 A. 714. Towns](#) [☞29](#)

A road commissioner de facto may recover of the town for the labor or services of his own team employed by him in the repair of ways by the direction or consent, express or implied, of the selectmen of the town. [Willey v. Inhabitants of Windham \(1901\) Me., 95 Me. 482, 50 A. 281. Highways](#) [☞94](#)

In the absence of any statute or vote of the town authorizing the same, a town agent cannot maintain an action against the town to recover compensation for his official services. [White v. Levant \(1887\) Me., 78 Me. 568, 7 A. 539. Municipal Corporations](#) [☞162](#); [Towns](#) [☞29](#)

12. Removal from office--Generally

Proceedings before the selectmen for removal of road commissioner are governed by the common law, and require specification of charges, reasonable notice, impartial hearing, separate adjudication on each charge, and adjudication on the order of removal. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) [☞93](#)

In proceeding for removal of road commissioner of town, the charges should be specifically stated with substantial certainty, though the technical nicety of an indictment is not required. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

In proceedings for removal of road commissioner of town, the selectmen act as judicial officers, and should hear the evidence and pass on the facts, deliberately, without bias or prejudice, and with no preconceived opinion. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

13. ---- Grounds for removal

Selectmen of the town for the year 1917 are without power to remove the road commissioner for alleged acts of misfeasance or nonfeasance during 1916. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93


Specification of charges for removal of road commissioner, accusing him of disobeying orders from selectmen on a certain date, and on another date standing bossing one man, getting his time in, and of being too extravagant during his whole term, and of using poor judgment during his whole term, are insufficient. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

14. ---- Notice and hearing


Written notice of hearing on question of removing road commissioner, served only a day or part of a day prior to the hearing, merely requiring him to answer to a complaint of incompetency and neglect of official duty, was insufficient, especially where no time was allowed him after specifications were filed. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

Though the road commissioner and his counsel were present, and the counsel cross-examined a witness, the hearing was invalid, whether the selectmen had already made their decision and refused to permit him to introduce evidence. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93


15. ---- Order of removal

In a proceeding for removal of a road commissioner before selectmen, the adjudication of the facts and the order of removal must be distinct acts, and the latter cannot precede, nor be coincident with, the former. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93

16. ---- Record

The record of the proceedings for removal of the road commissioner governs, and cannot be contradicted by parol evidence. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93


17. ---- Review

On information in the nature of quo warranto to review removal of road commissioner by town selectmen, the court does not act as a court of appeal on the merits, and cannot retry the facts, nor review a decision within the discretion of the selectmen, but can only determine whether the selectmen proceeded according to law. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93

18. Multiple office-holders

The positions of trial justice and selectman are incompatible. 1961-62 Atty.Gen.Rep. 61.

19. Purchase of town office

An agreement to pay a town a certain sum for an office sold at auction is invalid. [Groton v. Inhabitants of Waldoborough \(1834\) Me., 11 Me. 306, 26 Am.Dec. 530. Contracts](#)  124

30-A M. R. S. A. § 2526, ME ST T. 30-A § 2526

Current with emergency legislation through Chapter 142 of the 2011 First Regular Session of the 125th Legislature

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Maine Revised Statutes Annotated [Currentness](#)

Title 30-A. Municipalities and Counties ([Refs & Annos](#))

Part 2. Municipalities

Subpart 3. Municipal Affairs

↳ [Chapter 121](#). Meetings and Elections

↳ [Subchapter 2](#). Town Meetings and Elections ([Refs & Annos](#))

→ **§ 2526. Choice and qualifications of town officials**

Unless otherwise provided by charter, the following provisions apply to the choice and qualifications of town officials.

1. Manner of election. In a town with a population greater than 4,000, according to the last Federal Decennial Census, election shall be by plurality. Except as provided in section 2528, subsection 10, in a town with a population of 4,000 or under, election shall be by majority.

2. Appointment in writing. The appointment of any town official or deputy must be in writing and shall be signed by the appointing party.

3. Qualifications. In order to hold a municipal office, a person must be a resident of the State, at least 18 years of age and a citizen of the United States.

A. [FN1] In order to hold the office of selectman, a person must be a voter in the town in which that person is elected.

4. Selectmen and overseers. The following provisions apply to selectmen and overseers.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether 3, 5 or 7 will be elected to each board and their terms of office.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, 3 shall be elected. If a town fails to fix the term, it is for one year.

B. When others have not been elected, the selectmen shall serve as overseers of the poor.

C. A selectman may also serve as a member of the board of assessors.

D. A town, in electing selectmen and overseers, may designate one of them as chairman of the board.

(1) **[FN2]** If no person is designated as chairman, the board shall elect by ballot a chairman from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chairman by lot.

E. If the town fails to fix the compensation of these officials at its annual meeting, they shall be paid \$10 each per day for every day actually and necessarily employed in the service of the town.

5. Assessors. The following provisions apply to assessors.

A. A town may determine at a meeting of its legislative body held at least 90 days before the annual meeting whether a single assessor will be appointed under subparagraph (3) or a board of 3, 5 or 7 will be elected and the term of office of the assessor or assessors. In towns where the municipal legislative body is the town meeting, the determination is effective only if the total number of votes cast for and against the determination equals or exceeds 10% of the number of votes cast in the town at the last gubernatorial election.

(1) Once a determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, 3 shall be elected. If a town fails to fix the term, it is for one year.

(3) When a town has chosen a single assessor under this paragraph, the selectmen shall appoint the assessor for a term not exceeding 5 years.

B. In addition to the method provided by paragraph A and notwithstanding the provision of any town charter to the contrary, the municipal officers of any town, or the municipal officers of 2 or more towns acting jointly, may enact an ordinance providing for a single assessor. The municipal officers shall appoint the assessor for a term not exceeding 5 years.

(1) Seven days' notice of the meeting at which the ordinance is to be proposed shall be given in the manner provided for town meetings.

(2) In towns where the municipal legislative body is the town meeting, the ordinance is effective immediately after the next regular town meeting if enacted at least 90 days before the meeting. The ordinance stands until revoked by the municipal legislative body or the municipal officers at a meeting held at least 90 days before the annual town meeting.

C. When a town has not elected a full board of assessors, the selectmen shall serve as assessors as provided in Title 36, section 703. A selectman who is an assessor pursuant to this paragraph and Title 36, section 703 or any person who serves as both a selectman and a tax assessor may resign the position of assessor without resigning the office of selectman. The position of assessor must then be filled by appointment pursuant to section 2602, subsection 2. A person elected to the State Legislature who resigns the position of assessor pursuant to this paragraph may continue to serve concurrently as selectman and member of the State Legislature. If a person

who is serving in the State Legislature or in another office incompatible with the position of assessor resigns the position of assessor pursuant to this paragraph before that person has performed any duties as tax assessor, that person may not be deemed to have vacated the previously held position of State Legislator or other office that is incompatible with the office of assessor.

D. A town, if it elects a board of assessors, may designate one member as chairman of the board.

(1)[\[FN2\]](#) If no person is designated as chairman, the board shall elect by ballot a chairman from its own membership, before assuming the duties of office. When no member receives a majority vote, the clerk shall determine the chairman by lot.

E. If the town fails to fix the compensation of assessors at its annual meeting, they shall be paid \$10 each per day for every day actually and necessarily employed in the service of the town.

F. This subsection does not apply to any municipality which is incorporated into a primary assessing area.

G. Notwithstanding any other law when a vacancy occurs on an elected board of assessors, the municipal officers shall fill that vacancy as provided in section 2602, subsection 2.

6. Board of assessment review. The following provisions apply to a board of assessment review.

A. Any municipality may adopt a board of assessment review at a meeting of its legislative body held at least 90 days before the annual meeting.

B. The board of assessment review consists of 3 members and 2 alternates appointed by the selectmen. The municipality, when adopting such a board, may fix the compensation of the members. Initially, one member must be appointed for one year, one member for 2 years and one member for 3 years, and one of the alternates must be appointed for one year and one alternate for 2 years. Thereafter, the term of each new member or alternate is 3 years.

C. Any town adopting a board of assessment review may discontinue the board by vote in the same manner and under the same conditions as in adopting the board.

D. Municipalities may provide by ordinance for a board of assessment review consisting of 5 or 7 members and up to 3 alternates. The terms of office of members and alternates may not exceed 5 years and initial appointments must be such that the terms of office of no more than 2 members or alternates will expire in any single year.

E. Any town, by ordinance, may designate a board of appeals appointed under section 2691 as the board of assessment review.

F. A board of assessment review shall annually elect from its membership a chairman and a secretary.

G. The procedure of a board of assessment review is governed by section 2691, subsection 3.

H. This subsection does not apply to any municipality which is incorporated into a primary assessing area.

7. Road commissioners. The following provisions apply to road commissioners.

A. A town may determine at a meeting held at least 90 days before the annual meeting whether one or more road commissioners will be chosen and the term of office which may not exceed 3 years.

(1) Once the determination has been made, it stands until revoked at a meeting held at least 90 days before the annual meeting.

(2) If a town fails to fix the number, one shall be chosen. If a town fails to fix the term, it is one year.

B. A road commissioner appointed by the selectmen may be removed from office for cause by the selectmen.

C. The board of selectmen may act as a board of road commissioners.

8. Treasurers and tax collectors. Treasurers and tax collectors of towns may not simultaneously serve as municipal officers or as elected or appointed assessors until they have completed their duties and had a final settlement with the town.

A. The same person may serve as treasurer and tax collector of a municipality.

9. Sworn in. Before assuming the duties of office, a town official or deputy shall be sworn by the moderator in open town meeting, by the clerk, or by any other person authorized by law to administer an oath, including a notary public or dedimus justice.

A. Unless the oath is administered in the clerk's presence, the person who administers it shall give the official or deputy sworn a certificate, which must be returned to the clerk for filing. The certificate must state:

(1) The name of the official or deputy sworn;

(2) The official's or deputy's office;

(3) The name of the person who administered the oath; and

(4) The date when the oath was taken.

B. The clerk shall be sworn to accurately record the votes of town meetings and to discharge faithfully all the other duties of that office, until another clerk is elected and sworn.

C. After the town meeting, the clerk shall immediately issue a warrant directed to a constable containing the names of persons chosen for office who have not been sworn.

(1) The constable shall immediately summon the named persons to appear before the clerk within 7 days from the time of notice to take the oath of office.

(2) The constable shall make a return immediately to the clerk.

(3) The town shall pay the constable a reasonable compensation for these services.

D. The clerk shall record the election or appointment of each official or deputy, including the clerk's own, and

the other information specified in paragraph A.

E. A record by the clerk that a person was sworn for a stated town office is sufficient evidence that the person was legally sworn for the office. The entire oath need not be recorded.

CREDIT(S)

[1987, c. 737, § A, 2](#); [1989, c. 104, §§ A, 17, D, 3, eff. May 4, 1989](#); [1991, c. 235](#); [1991, c. 270, §§ 1, 2, eff. June 14, 1991](#); [2003, c. 234, § 1](#); [2003, c. 510, §§ A-26, A-27, eff. Jan. 11, 2004](#); [2009, c. 57, § 1](#).

[\[FN1\]](#) No par. B was enacted.

[\[FN2\]](#) No subpar. (2) was enacted.

HISTORICAL AND STATUTORY NOTES

1996 Main Volume

Amendments

1989 Amendment. Laws 1989, c. 104, § A, 17, in subsec. 9, par. A, subpar. (2), substituted reference to official or deputy's office for reference to his office.

Laws 1989, c. 104, § D, 3, in subsec. 9, added provision permitting town official or deputy to also be sworn by notary public or dedimus justice; and in subpar. A(2), effected same change as was made by Laws 1989, c. 104, § A, 17.

1991 Amendments. Laws 1991, c. 235, in subsec. 6, par. B, added 2 alternates to the board, provided that one alternate be appointed for one year and one alternate be appointed for two years, and substituted reference to adoption of the board by the municipality, in lieu of former reference to adoption of the board by the town; and in subsec. 6, par. D, substituted provision allowing municipalities to provide for a board, in lieu of former provision allowing towns with a population of 5,000 or more to provide for a board, and added 3 alternates to the board.

Laws 1991, c. 270, § 1, in subsec. 5, par. C, allowed a selectman who is an assessor to resign the position of assessor without resigning the office of selectman, and provided that the position of assessor must then be filled by appointment.

Laws 1991, c. 270, § 2, added subsec. 5, par. G.

Derivation:

R.S.1954, c. 90-A, § 36; R.S.1954, c. 91, §§ 12 to 14, 20, 22, 24, 37, 39 to 41; Laws 1957, c. 405, § 1; Laws 1963, c. 299, §§ 1 to 3; Laws 1965, c. 80; Laws 1965, c. 97; Laws 1965, c. 513, §§ 60-A, 60-B; Laws 1967, c. 14, § 1; Laws 1967, c. 47; Laws 1967, c. 72, § 1; Laws 1969, c. 114, §§ 1 to 3; Laws 1969, c. 433, § 76; Laws 1969, c. 438, § 4; Laws 1971, c. 598, § 66; Laws 1973, c. 536, §§ 10, 11; Laws 1973, c. 620, § 2; Laws 1973, c. 695, § 1; Laws 1975, c. 545, § 1; Laws 1983, c. 58; Laws 1987, c. 582, § A, 15 to 19; Laws 1987, c. 583, § 11; Laws 1987, c. 737, § A, 1; former 30 M.R.S.A. § 2060.

2010 Electronic Pocket Part Update

2003 Legislation

Laws 2003, c. 234, § 1, in subsec. 5, par. C, in the second sentence, inserted “or any person who serves as both a selectman and a tax assessor”, and added the fourth and fifth sentences.

Laws 2003, c. 510, § A-26, in subsec. 6, par. G, inserted “review” following “assessment”.

Laws 2003, c. 510, § A-27, in subsec. 9, rewrote par. A, which prior thereto read:

“A. Unless the oath is administered in the clerk's presence, the person who administers it shall give the official or deputy sworn a certificate which shall be returned to the clerk for filing. The certificate must state:

“(1) The name of the official or deputy sworn;

“(2) The official or deputy's office.

“(2) The official's or deputy's office.

“(3) The name of the person who administered the oath; and

“(4) The date when the oath was taken.”

Laws 2003, c. 510, was presented to the Governor by the Senate on June 14, 2003 and became law without his signature in accordance with M.R.S.A. Const. Art, IV, Pt. Third, Sec. 2. Received in the Office of the Secretary of State on January 12, 2004.

2009 Legislation

Laws 2009, c. 57, § 1, in subsec. 8, in the introductory paragraph, substituted “may not simultaneously serve as municipal officers or as elected or appointed assessors” for “may not be selectmen or assessors”.

CROSS REFERENCES

Conflicts of interest,

Maine State Housing Authority employees or commissioners, see [30-A M.R.S.A. § 4724](#).

Municipal housing authority operators and administrators, see [30-A M.R.S.A. § 4992](#).

Municipal officials generally, see [30-A M.R.S.A. § 2605](#).

Urban renewal projects, see [30-A M.R.S.A. § 5112](#).

Plantation assessors, terms of office and elections, application of this section, see [30-A M.R.S.A. § 7004](#).

Plumbing inspectors, appointment, see [30-A M.R.S.A. § 4221](#).

Registrar of voters, oath requirements, see [21-A M.R.S.A. § 101](#).


Road commissioners, see [23 M.R.S.A. § 2701 et seq.](#)

Tax collector, bond requirement, see [36 M.R.S.A. § 755](#).

Treasurer, bond requirement, see [30-A M.R.S.A. § 5601](#).

LIBRARY REFERENCES

1996 Main Volume

Appointment, election, and qualification of municipal officers, see [Municipal Corporations](#)  [128 et seq.](#), [143 et seq.](#)
 Appointment, election, and qualification of municipal officers, see [C.J.S. Municipal Corporations §§ 468 et seq.](#), [489 et seq.](#)

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[1.](#) Manner of election

If the record be silent as to the mode in which town officers were elected, the presumption will be, without proof to the contrary, that they were chosen in the manner required by law. [Hathaway v. Inhabitants of Addison \(1860\) Me., 48 Me. 440.](#)

[2.](#) Selectmen

Where question arose as to legality of election of selectman and selectman signed warrant calling for a special election to fill vacancy in office of selectman and allowed his name to be put in nomination and subsequently, when he

was defeated, he tendered an express resignation, acts of selectman evidenced an intention to abandon office prior to special election, thus making his successor the legally chosen officer. [Harding ex rel. Erickson v. Brown \(1958\) Me., 153 Me. 331, 138 A.2d 635. Municipal Corporations ↪ 150](#)

From the known practice of towns in this State to choose but 3 selectmen, it will be presumed that that number was chosen, unless the contrary appears. [Inhabitants of Jay v. Inhabitants of Carthage \(1860\) Me., 48 Me. 353.](#)

3. Overseers

Towns have the discretionary power to choose any number of overseers of the poor, not exceeding 12; but, if they deem the election of separate overseers unnecessary, the duties pertaining to those officers are to be discharged by the selectmen, of whom there must be 3, 5, or 7. It was held that the election of only one overseer of the poor was valid. [Inhabitants of Lyman v. Inhabitants of Kennebunkport \(1891\) Me., 83 Me. 219, 22 A. 102.](#)

4. Assessors



Valid appointment of tax collector is crucial to viability of his tax liens. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 2803](#)



Tax collector did not hold office de jure unless his appointment was in writing. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 2803](#)



Where contract between manager and town for year 1959 provided that manager would exercise duties of tax collector and each year thereafter until 1966 town selectmen voted to reappoint manager after discussion of renewing his contract but there was nothing in writing showing appointment as tax collector, titles based on foreclosure of tax liens placed on properties for unpaid taxes assessed in years 1961, 1962 and 1964 were invalid. [Hann v. Merrill \(1972\) Me., 305 A.2d 545. Taxation ↪ 3070](#)


A town may elect a board of 4 tax assessors, and hence assessment was not void as not made by a legal board merely because of insufficiency of evidence of the resignation of one of three original assessors, which was the purported reason for electing a fourth to fill the vacancy. [Inhabitants of Town of Warren v. Norwood \(1941\) Me., 138 Me. 180, 24 A.2d 229. Municipal Corporations ↪ 971\(2\); Towns ↪ 58](#)

By the provisions of R.S.1883, c. 3, § 12, as amended by Laws 1885, c. 335, p. 280, a collector of taxes who has not


had a final settlement with the town is ineligible to the office of selectman or assessor of taxes; and although he may have been formally elected as assessor, and may have been regularly sworn, and may have acted, he is merely an assessor de facto. [Inhabitants of Springfield v. Butterfield \(1903\) Me., 98 Me. 155, 56 A. 581. Municipal Corporations](#)  [971\(1\); Towns](#)  [58](#)


Where one assessor has not been qualified, the other 2 cannot assess a tax. [Inhabitants of Machiasport v. Small \(1885\) Me., 77 Me. 109. Officers And Public Employees](#)  [35; Taxation](#)  [2434](#)


By law, the board of assessors cannot consist of less than 3 persons, who shall be qualified by taking the oath prescribed; and where it does not appear that more than 2 were thus qualified and acted, the tax assessed by them is illegal. [Inhabitants of Williamsburg v. Lord \(1863\) Me., 51 Me. 599. Officers And Public Employees](#)  [35; Taxation](#)  [2434](#)

A town may legally choose a collector of taxes and a constable, under an article in the warrant calling the annual meeting “to choose overseers of the poor and all other town officers for the year ensuing.” [Deane v. Washburn \(1840\) Me., 17 Me. 100. Towns](#)  [20](#)

5. Road commissioners

Notice served on road commissioner, requiring him to answer to a complaint of incompetency or neglect of official duty, is wholly inadequate. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  [93](#)

Appointment of road commissioner for town, being authorized to be made by the 3 selectmen, was valid, if made by 2 of them, when all were present, in view of [§ 71\(3\) of title 1](#), providing that words giving authority to 3 or more persons authorize a majority to act. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  [93](#)

R.S.1883, c. 3, § 14, provides that where towns, at their annual town meetings, do not choose highway surveyors, nor appoint the municipal officers such surveyors, the said officers shall appoint surveyors, whose term of office shall commence on the 1st day of May. It was held, that where a town, at its annual town meeting in March, does not choose any surveyors, nor appoint the selectmen such surveyors, the surveyor of the previous year holds over until the following 1st day of May. [Bunker v. Inhabitants of Gouldsboro \(1889\) Me., 81 Me. 188, 16 A. 543. Highways](#)  [93](#)

6. Tax collectors

Where tax collector, who had not made final settlement with town, served as assessor de jure, though disqualified by statute, tax was invalid and could not be collected by inhabitants of town, notwithstanding curative act. [Inhabitants of Otisfield v. Scribner \(1930\) Me., 129 Me. 311, 151 A. 670. Taxation](#) ⌨️2604

Collectors of taxes are public officers who are specially mentioned among those that are to be chosen at the annual town meetings in pursuance of this section. [State v. Walton \(1873\) Me., 62 Me. 106.](#)

7. Constables

Constables and all other town officers can only be chosen by a major vote of the votes cast at the annual town meeting and to constitute an election to such offices, it is essential that the person claiming to be chosen should be presented distinctly before the meeting; thus, the vote of the town that whoever should make the lowest bid for collecting the taxes, should be the constable, will not authorize the person making such bid to perform the duties of that office. [Crowell v. Whittier \(1855\) Me., 39 Me. 530.](#)

8. Fence viewers

Under the statutes of this State as they existed in 1898, the selectmen of a town were not authorized to act as fence viewers. [Bradford v. Hawkins \(1902\) Me., 96 Me. 484, 52 A. 1019. Fences](#) ⌨️13

The office of fence viewers, since P.L.1897, c. 280, must either be filled by election at the annual town meeting, or by appointment by the selectmen. [Bradford v. Hawkins \(1902\) Me., 96 Me. 484, 52 A. 1019.](#)

9. Field-drivers

There is no such town officer as field-driver known to, or recognized by, the laws of this State. [Varney v. Bowker \(1873\) Me., 63 Me. 154.](#)

10. Oath of municipal officials

1935 (P. & S.L.) c. 12, § 13 providing that all elected or appointed town officers should be sworn by the town clerk did not have the effect of changing prior general law R.S.1930, c. 15, § 19, providing that town clerk should be sworn before the moderator, hence a town assessor sworn by the clerk, who was sworn by moderator was legally in office. [Inhabitants of Town of Ashland v. Wright \(1943\) Me., 139 Me. 283, 29 A.2d 747. Municipal Corporations](#) ⌨️144; [Municipal Corporations](#) ⌨️971(1); [Towns](#) ⌨️28; [Towns](#) ⌨️58

A statute providing that all elected or appointed town officers should be sworn by the town clerk did not have the effect of changing prior general law providing that town clerk should be sworn before the moderator, hence a town assessor sworn by the clerk, who was sworn by moderator, was legally in office. [Inhabitants of Town of Ashland v. Wright \(1943\) Me., 139 Me. 283, 29 A.2d 747.](#) [Municipal Corporations](#) ↪ 144; [Municipal Corporations](#) ↪ 971(1); [Towns](#) ↪ 28; [Towns](#) ↪ 58

Where each town officer--that is 2 assessors, the treasurer, the tax collector and selectmen--was duly sworn in open town meeting faithfully to perform the duties of the office to which he had been chosen by the voters of the town, it could not be successfully contended that the oaths administered were insufficient. [Inhabitants of Brownville v. U.S. Pegwood & Shank Co. \(1924\) Me., 123 Me. 379, 123 A. 170.](#) [Municipal Corporations](#) ↪ 144; [Towns](#) ↪ 28

In a suit to recover a tax paid by the plaintiff, claimed to be illegally assessed because the assessors did not appear to have been sworn, parol evidence is admissible to show that the proper oath was administered, and the court has power to permit the record of the town clerk to be amended accordingly. [Whiting v. City of Ellsworth \(1893\) Me., 85 Me. 301, 27 A. 177.](#) [Evidence](#) ↪ 417(2)

If two of the assessors of taxes take the oath of office before a person not authorized by law to administer it, the tax assessed by the board is illegal under R.S.1883, c. 3, § 24, providing that assessors may be sworn "by the town or parish clerk, or by any person authorized by law." [Orneville v. Palmer \(1887\) Me., 79 Me. 472, 10 A. 451.](#) [Officers And Public Employees](#) ↪ 36; [Taxation](#) ↪ 2434

In the absence of any record evidence that the officers of the town were duly sworn, the fact may be proved by parol testimony. [Hathaway v. Inhabitants of Addison \(1860\) Me., 48 Me. 440.](#) [Evidence](#) ↪ 157(2)

The law requiring assessors to be "duly sworn," is complied with by their taking an oath "faithfully and impartially to perform the duties assigned them." [Patterson v. Creighton \(1856\) Me., 42 Me. 367.](#) [Officers And Public Employees](#) ↪ 36; [Taxation](#) ↪ 2434

The words "duly sworn," or "sworn according to law," when applied to any officer who is required to take and subscribe the oath prescribed in the Constitution, are to be construed to mean, that he has taken the oath as required; and when applied to any other person, that such person has taken an oath faithfully and impartially to perform the duties assigned to him in the case specified. [Bennett v. Treat \(1856\) Me., 41 Me. 226.](#) [Officers And Public Employees](#)

[↩️36; Taxation](#) [↩️2434](#)

The provision requiring a record to be made of the persons sworn as town officers, is directory, and does not prevent the fact of their having been sworn from being otherwise proved, when there is no record thereof made. [Kellar v. Savage \(1840\) Me., 17 Me. 444. Municipal Corporations](#) [↩️144](#); [Towns](#) [↩️28](#)

11. Compensation

Subject to applicable constitutional provision, power and authority to fix and approve salaries of municipal employees may be exercised within municipality only to extent granted by the Legislature. [Farris ex rel. Anderson v. Colley \(1950\) Me., 145 Me. 95, 73 A.2d 37. Municipal Corporations](#) [↩️67\(5\)](#)

Selectman's salary was authorized by town meeting vote, taken under statutory authority to "pay same as last year". [Milliken v. Gilpatrick \(1931\) Me., 130 Me. 498, 157 A. 714. Municipal Corporations](#) [↩️890](#); [Towns](#) [↩️49](#)

That selectman was erroneously designated as clerk of board did not disqualify him for pay as full time selectman authorized by statute. [Milliken v. Gilpatrick \(1931\) Me., 130 Me. 498, 157 A. 714. Towns](#) [↩️29](#)

A road commissioner de facto may recover of the town for the labor or services of his own team employed by him in the repair of ways by the direction or consent, express or implied, of the selectmen of the town. [Willey v. Inhabitants of Windham \(1901\) Me., 95 Me. 482, 50 A. 281. Highways](#) [↩️94](#)

In the absence of any statute or vote of the town authorizing the same, a town agent cannot maintain an action against the town to recover compensation for his official services. [White v. Levant \(1887\) Me., 78 Me. 568, 7 A. 539. Municipal Corporations](#) [↩️162](#); [Towns](#) [↩️29](#)

12. Removal from office--Generally

Proceedings before the selectmen for removal of road commissioner are governed by the common law, and require specification of charges, reasonable notice, impartial hearing, separate adjudication on each charge, and adjudication on the order of removal. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) [↩️93](#)

In proceeding for removal of road commissioner of town, the charges should be specifically stated with substantial certainty, though the technical nicety of an indictment is not required. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

In proceedings for removal of road commissioner of town, the selectmen act as judicial officers, and should hear the evidence and pass on the facts, deliberately, without bias or prejudice, and with no preconceived opinion. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

13. ---- Grounds for removal

Selectmen of the town for the year 1917 are without power to remove the road commissioner for alleged acts of misfeasance or nonfeasance during 1916. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93


Specification of charges for removal of road commissioner, accusing him of disobeying orders from selectmen on a certain date, and on another date standing bossing one man, getting his time in, and of being too extravagant during his whole term, and of using poor judgment during his whole term, are insufficient. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

14. ---- Notice and hearing


Written notice of hearing on question of removing road commissioner, served only a day or part of a day prior to the hearing, merely requiring him to answer to a complaint of incompetency and neglect of official duty, was insufficient, especially where no time was allowed him after specifications were filed. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93

Though the road commissioner and his counsel were present, and the counsel cross-examined a witness, the hearing was invalid, whether the selectmen had already made their decision and refused to permit him to introduce evidence. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#) ↪93


15. ---- Order of removal

In a proceeding for removal of a road commissioner before selectmen, the adjudication of the facts and the order of removal must be distinct acts, and the latter cannot precede, nor be coincident with, the former. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93

16. ---- Record

The record of the proceedings for removal of the road commissioner governs, and cannot be contradicted by parol evidence. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93


17. ---- Review

On information in the nature of quo warranto to review removal of road commissioner by town selectmen, the court does not act as a court of appeal on the merits, and cannot retry the facts, nor review a decision within the discretion of the selectmen, but can only determine whether the selectmen proceeded according to law. [State v. McLellan \(1918\) Me., 117 Me. 73, 102 A. 778. Highways](#)  93

18. Multiple office-holders

The positions of trial justice and selectman are incompatible. 1961-62 Atty.Gen.Rep. 61.

19. Purchase of town office

An agreement to pay a town a certain sum for an office sold at auction is invalid. [Groton v. Inhabitants of Waldoborough \(1834\) Me., 11 Me. 306, 26 Am.Dec. 530. Contracts](#)  124

30-A M. R. S. A. § 2526, ME ST T. 30-A § 2526

Current with emergency legislation through Chapter 142 of the 2011 First Regular Session of the 125th Legislature

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END OF DOCUMENT

Hi Danielle - as requested, the RCC toured the attached lots on December 15, 2011. We spent time in the field looking at conservation values for each of them. As a result of our tours and further discussion at our December 20 meeting, we voted unanimously to recommend to the Selectmen that the Town retain ownership of Lot 16 on Map 30 for conservation purposes, and to allow the Selectmen to dispose of the remaining lots as they see fit.

Tax Acquired Properties Summary

Account #	Previous Owner	Address	Acreage	Map /Lot	Taxes owed through 12/06/11 (Includes Lien costs)	Assessed Value	Other information	Staff Notes
C0280R	E. Cary	0 Haskell Ave	1.75	030/016	\$7,138.43	\$83,100.00	Most of lot in Resource Protection Zone	Has Access to Crescent Lake. May be worthy of consideration for possible Town Retention. Has building impediments but possible parking developments.
C0310R	L. Cary	0 Bond	0.33	031/002	\$4,494.90	\$51,600.00	*See Note	Possible building lots w/ access to Crescent Lake. Recommend for sale.
C0250R	E. Cary	0 Bond	0.71	031/003	\$2,978.49	\$58,100.00		
C0260R	E. Cary	0 Haskell	1.00	030/003	\$3,419.72	\$67,100.00		Has access to Crescent Lake. Buildable lot. Rcommend for sale
H0485R	Hamm	0 Boulder	0.12	041/050	\$3,509.64	\$27,000.00	Has right of way to Panther Pond, unbuildable lot	Has a 50' right-of-way off Chickadee Lane to Panther Pond. Likely sale to abutters because of expressed interest but small unbuildable lot.

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

Haskell Ave and Bond St

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

Boulder Road

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

Dates:

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

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



TAX ACQUIRED PROPERTY POLICY

Adopted by the Board of Selectmen - May 18, 1995

Amended - August 3, 1999

Amended – March 9, 2010

1. The purpose of this policy is to provide guidance regarding properties acquired by the Town for non-payment of taxes.
2. If the former owner, after the property has achieved tax acquired status, requests a reasonable payment schedule that will provide for the repayment of all outstanding taxes, the Tax Collector will allow a payment schedule for up to 60 months from the date of automatic foreclosure. (a) If the payment schedule, as established by the Tax Collector, is not acceptable to the taxpayer, appeal may be made to the Board of Selectmen.
3. If the Taxpayer becomes more than 90 days delinquent in meeting the payment schedule as established, or is not current as of June 30th of any given year, the account will be referred to the Board of Selectmen for redemption and/or sale.
4. If the Selectmen determine that a property should not be retained under Section 5 and that the taxpayer is delinquent under Section 3, the Taxpayer or other party in interest will be offered the right of immediate redemption by paying all outstanding taxes, interest and costs within 30 days of receiving notice.
5. **Retention of Property:** The Selectmen shall retain property for the benefit of the Town, if they deem it in the best interest of the town to do so. By way of example, but not of limitation, the Selectmen might deem it in the best interest of the town to retain property where: (a) The property has or will have recreational value or economic value to the Town, (b) The property has or will have potential for a public facility or additions to public facilities, (c) Retention of the property will provide a residence for an individual or individuals who otherwise will require public assistance from the Town.
6. **Sale:** If a property is not retained by the Selectmen under Section 5, and if the property is not redeemed under Section 4, the property shall be sold by sealed bid or any other method approved by the Selectmen which maximizes the return to the Town. The Selectmen shall reserve the right to accept or reject bids in any bid process. A notice of intent to sell the property shall be published in the newspaper; shall be posted in those areas where warrants are posted; and shall be sent to the Taxpayer or Taxpayers who lost the property by certified mail, return receipt requested to their last known address.

APPROVAL SIGNATURES (for Amendment)

Chairman of Selectboard

Date

Selectman

Date

Selectman

Date

Selectman

Date

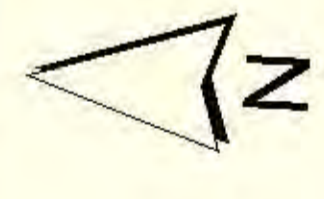
Selectman

Date

THIS MAP IS PREPARED FOR THE INVENTORY OF REAL PROPERTY WITHIN THE TOWN OF RAYMOND AND IS COMPILED FROM RECORDED DEEDS, PLATS, TAX MAPS, SURVEYS, PLANNING MAPS, AND OTHER PUBLIC RECORDS AND DATA. USERS OF THIS TAX MAP ARE HEREBY NOTIFIED THAT THE FOREMENTIONED PUBLIC PRIMARY INFORMATION SOURCES SHOULD BE CONSULTED FOR VERIFICATION OF THE INFORMATION CONTAINED ON THIS MAP. THE CONTRACTORS RAYMOND AND ITS ASSOCIATED CONTRACTORS ASSUME NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED HEREIN.

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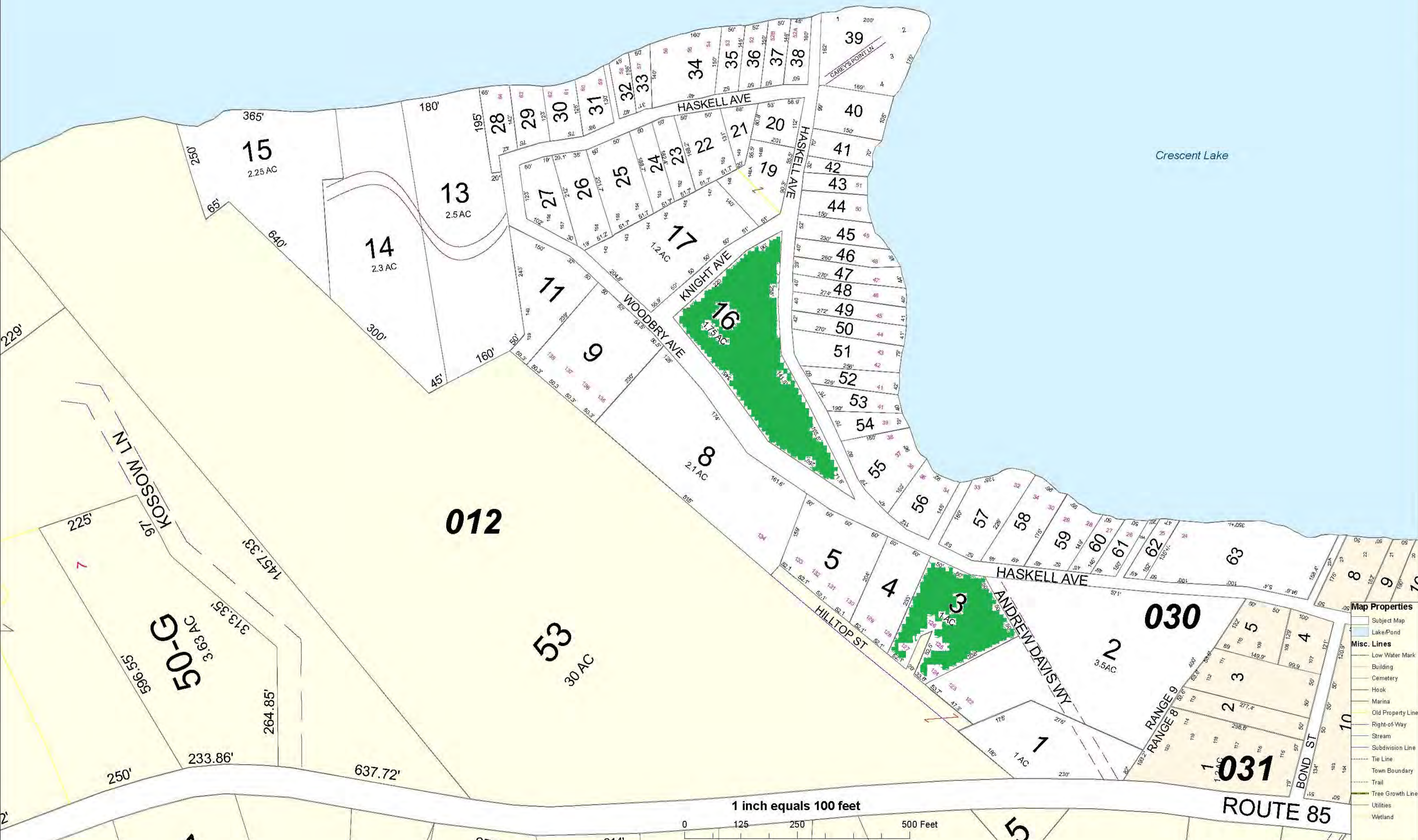
TOWN OF RAYMOND Cumberland County, Maine Property Map



Sources:
Raymond Assessors Database
Maine Office of GIS
Prepared by:
Town of Raymond GIS Department
Elija Trippanier, GIS Technician
Effective Date: April 1, 2014



Map 30



Map Properties	
[Green fill]	Subject Map
[Blue fill]	Lake/Pond
[Blue line]	Misc. Lines
[Blue dashed line]	Low Water Mark
[Black outline]	Building
[Black outline]	Cemetery
[Black outline]	Hook
[Black outline]	Marina
[Black outline]	Old Property Line
[Black outline]	Right-of-Way
[Black outline]	Stream
[Black outline]	Subdivision Line
[Black outline]	Tie Line
[Black outline]	Town Boundary
[Black outline]	Trail
[Green dashed line]	Tree Growth Line
[Yellow outline]	Utilities
[Blue outline]	Wetland

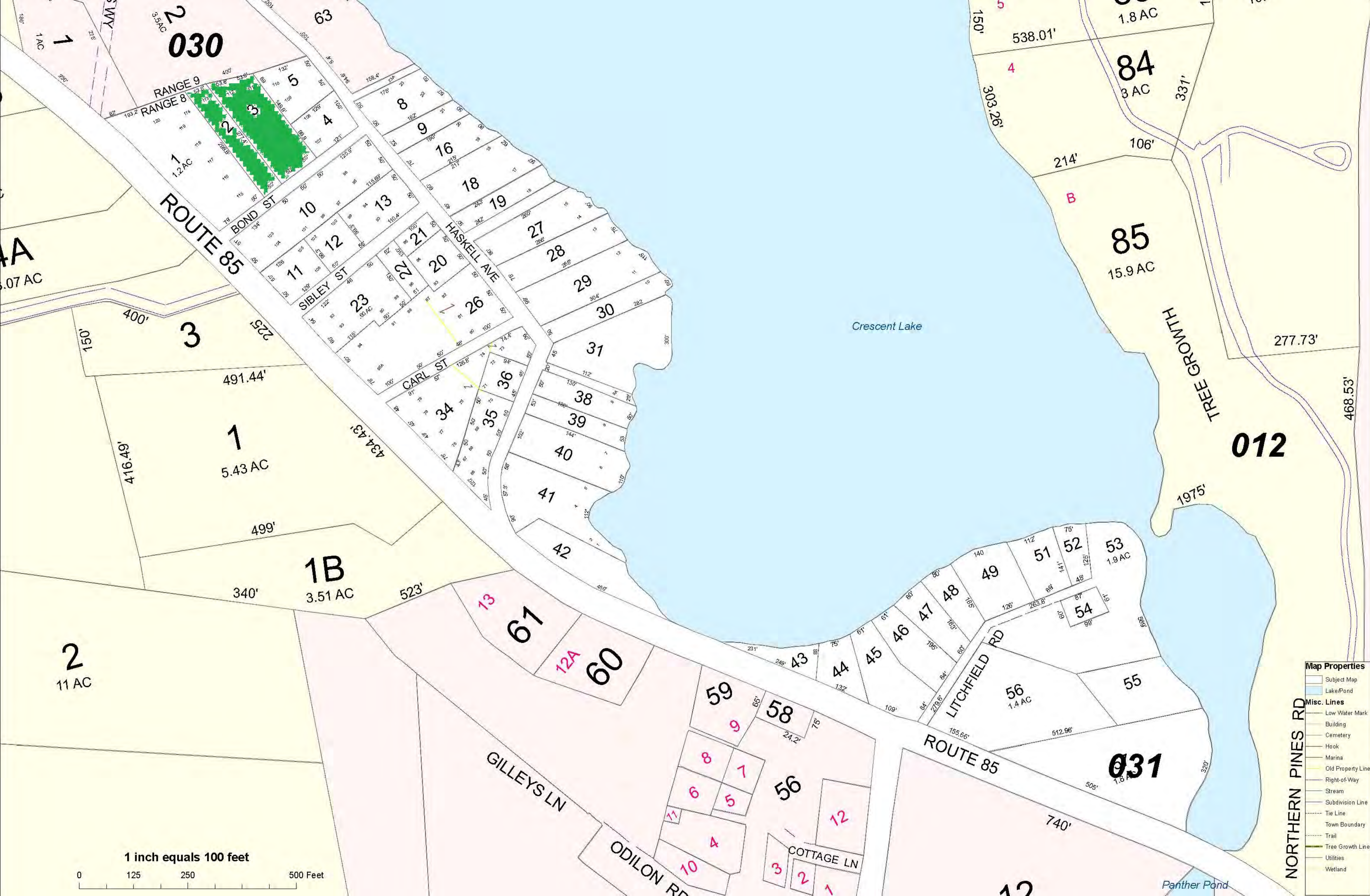


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TOWN OF RAYMOND
Cumberland County, Maine
Property Map

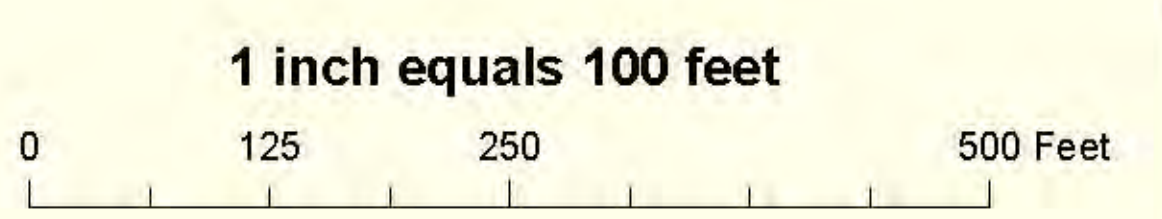


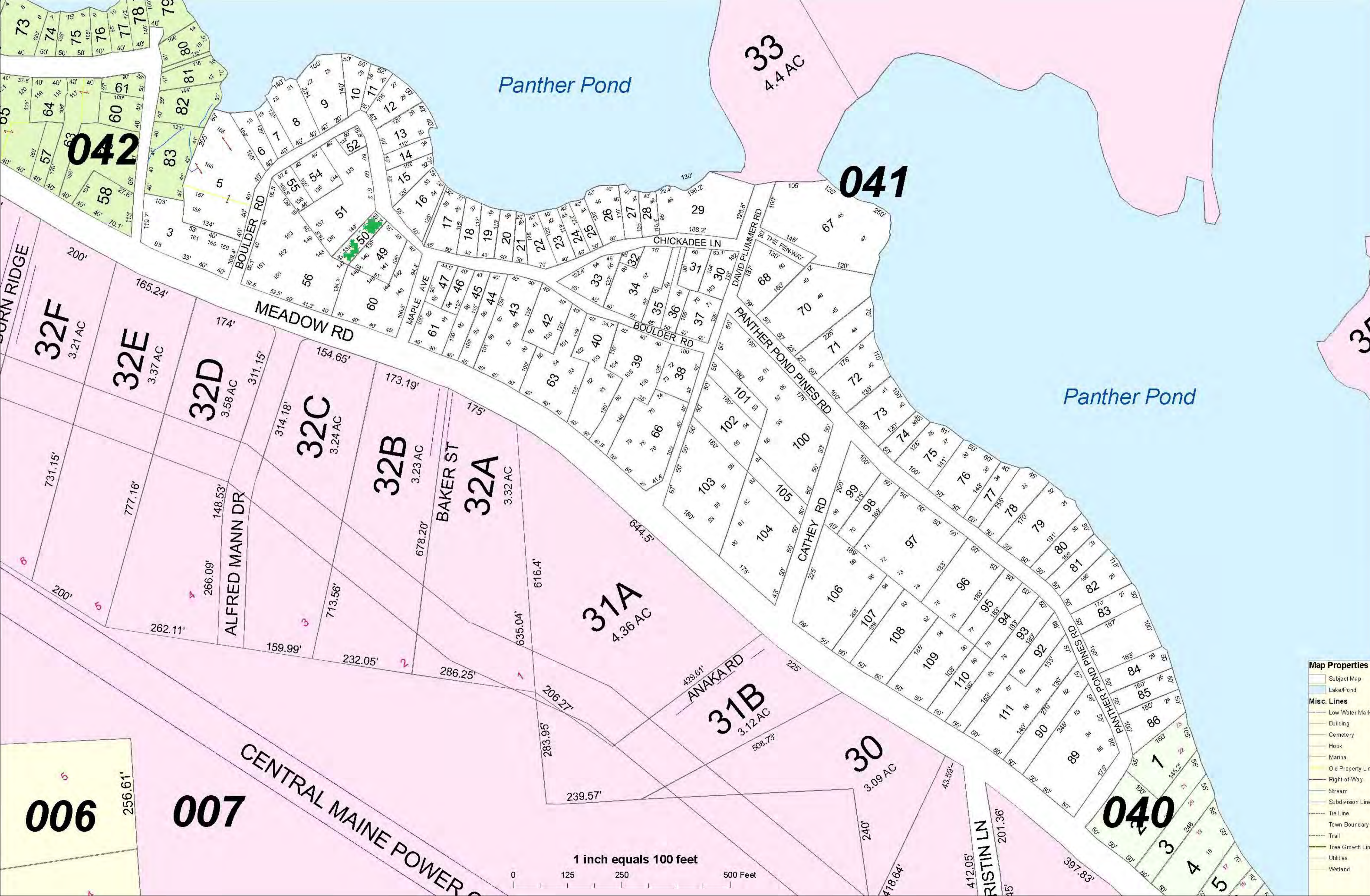
Sources:
 Raymond Assessors' Database
 Maine Office of GIS
 Prepared by:
 Town of Raymond GIS Department
 Eliza Trepagnier, GIS Technician
 Effective Date: April 1, 2014



Map Properties

- Subject Map
- Lake/Pond
- Misc. Lines**
- Low Water Mark
- Building
- Cemetery
- Hook
- Marina
- Old Property Line
- Right-of-Way
- Stream
- Subdivision Line
- Tie Line
- Town Boundary
- Trail
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- Utilities
- Wetland





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TOWN OF RAYMOND
Cumberland County, Maine
Property Map



Sources:
 Raymond Assessors' Database
 Maine Office of GIS
 Prepared by:
 Town of Raymond GIS Department
 Elise Trepanier, GIS Technician
 Effective Date: April 1, 2011



Map Properties

- Subject Map
- Lake/Pond

Misc. Lines

- Low Water Mark
- Building
- Cemetery
- Hook
- Marina
- Old Property Line
- Right-of-Way
- Stream
- Subdivision Line
- Tie Line
- Town Boundary
- Trail
- Tree Growth Line
- Utilities
- Wetland

Hi Danielle,

Thank you for your questions and interest in the PACE program.

1. Why is the ordinance necessary required for participation?

PACE was traditionally and conceptually a municipal program where a municipality would pay for projects on residents homes and collect the funds back through assessments on the property tax bill. Maine's version of PACE does not involve property taxes in any way. When Maine passed the PACE law in 2010, municipalities were given the option of funding and administering the program themselves or delegating administrative responsibility to Efficiency Maine contractually and tapping into DOE grant funds won by Efficiency Maine on behalf of municipalities. Either way, a municipality must pass a PACE ordinance to initiate a PACE program or to enable Efficiency Maine to offer PACE loans to residents.

2. What sort of administrative support is required by the Town in terms of processing applications or deed preparation after the loan has been granted?

There is no administrative burden for the town. Efficiency Maine has designed the program so that it can be uniform and statewide without any cost, obligation or liability on the part of the participating towns or local officials. Our call center and loan group handle all aspects of application, origination, underwriting, billing and recording. We now have 105 towns that have passed PACE and signed a model contract with us. I would encourage select board members to contact any community regarding this question as I am confident they will dispel any concerns. Windham would be an excellent candidate as one project has been funded and 4 more applications are currently in process.

3. What sort of response have you gotten from participating towns and are you finding that many actually qualify for these loans?

Overall we have closed more than 100 loans statewide and have hundreds of applications in process. The average loan amount is \$13,500 with expected energy savings results from the projects between 40% and 50%. We are receiving approximately 30 applications per week and declining about a dozen as a result of inability to meet underwriting guidelines of a 45% debt to income ratio, and at least as much equity in the home as the owner hopes to borrow. There is no question that the state of the housing market and the economy impact the capacity of residents to borrow through PACE, but we are also not inclined to have people borrow more money than they can afford.

I am happy to answer any additional questions that may arise.

Best regards,

Dana

Dana Fischer
Residential Program Manager
Efficiency Maine
dana.fischer@efficiencymaine.com
www.efficiencymaine.com
(207) 650-8774

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

Subject: FW: Efficiency Maine PACE program documents

Date: Fri, 7 Oct 2011 15:58:03 +0000

From: Dana Fischer <dana.fischer@efficiencymaine.com>

To: Leo@mymainecastle.com <Leo@mymainecastle.com>

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

Hi Leo,

Thank you for your inquiry about the Maine PACE program. We would love to have Raymond join the 95 municipalities across the state that have passed a PACE ordinance and established an administrative contract with Efficiency Maine enabling residents to tap into the pool of PACE loan funds. I have attached the model ordinance and contract that have been used by towns to get started. Below is a link to the PACE webpage when more information about the program is available.

The loan program enables residents to borrow up to \$15,000 over 15 years to make energy efficiency improvements and heating system upgrades that frequently result in annual fuel savings that exceed the cost of monthly payments. Efficiency Maine manages all aspects of the program with no cost or liability on the part of towns. We do ask that towns commit to provide materials about weatherization to homeowners, but the level of interaction is entirely at the discretion of the town.

In the past year, more than 3100 homes were upgraded through Efficiency Maine programs. The average project cost was \$8,800, but the average expected energy savings is 40%.

<http://www.efficiencymaine.com/pace>

If you have any questions about the program or documents, do not hesitate to contact me.

Best regards,

Dana

Dana Fischer
Residential Program Manager
Efficiency Maine
dana.fischer@efficiencymaine.com
www.efficiencymaine.com
(207) 650-8774

From: Leo's office Mail [Leo@mymainecastle.com]

Sent: Friday, October 07, 2011 11:08 AM

To: Dana Fischer

Subject: getting my town to participate with the Pace program

Hi Dana, I am advocating for the Pace program to get Raymond to adopt and embrace the program and make it available for its residents. I'm sure many residents are not aware of this worthwhile program.

Any documentation you could forward that I can send to the town manager would be good.

His name is Don Willard at don.willard@raymondmaine.org

thank You

Leo Tetreault Broker CRS

RE/MAX Allied

909 Roosevelt Trail

Windham, ME 04062

www.mainecastles.com

Member Institute Of Luxury Home Marketing

207-892-2214 x 127 office

207-310-8669 Cell

http://www.energymaine.com/pace/pace_municipalities

Program Information For Maine's Municipalities

Efficiency Maine is excited to be partnering with Maine's municipalities to provide attractive home energy improvement financing to your residents. PACE loans can deliver meaningful energy savings to homeowners seeking to make cost-effective home energy improvements. Efficiency Maine's cash incentives and financing can help residents save money, make valuable improvements to their property, and possibly increase the resale value of their home.

To get a PACE loan in Maine, a customer's property must be located in a municipality that has adopted a PACE ordinance. Unless and until a municipality adopts a PACE ordinance, the homeowner cannot obtain a PACE loan. Efficiency Maine has developed a Model PACE Ordinance on which towns can base their own ordinances. [Click here for Model Ordinance](#), in which Efficiency Maine will administer the PACE program on behalf of the municipality. [Click here for a Model Contract](#). [Click here for the List of Municipalities \(PDF\)](#) that have notified Efficiency Maine that they have passed a PACE Ordinance.

For municipalities that adopt ordinances using the town meeting approach, there can be a significant lag time between opportunities to adopt an ordinance. As such, it is important to place the PACE ordinance on your agenda as time permits.

Here you will find:

- [Background information](#) on the Maine PACE law and the Home Energy Savings Program
- [Model PACE Ordinance](#) that municipal governments adopt if they want to provide Maine PACE financing to homeowners
- [Frequently Asked Questions \(FAQs\)](#) and answers about PACE

Next Steps

Interested in having your community pass a PACE ordinance? Email Dana Fischer at dana.fischer@energymaine.com or Peter Roehrig at peter.roehrig@energymaine.com.

Town Meeting/City or Town Council Question:

Shall the _____ City Council/Town Council/Town of _____ enter into a “Property Assessed Clean Energy (PACE) Program Agreement” with the Efficiency Maine Trust and authorize the City/Town Manager to sign the same?

PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the “Contract”) is entered into this ___ day of _____, 20___, by and between _____, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is _____, _____ (the “**Municipality**”) and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the “**Trust**”). The foregoing also are referred to herein collectively as the “**Parties**” or singly as “**Party**.”

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:

1.1. PACE agreement. "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

1.2. PACE District. "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.

1.3. PACE Loan. "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.

2. TRUST'S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:

2.1. Administration. Administer the functions of a PACE Program which administration shall include, without limitation:

- A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;
- B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;
- C. the Trust, or its agent, will disburse the PACE Loan to the property owner;
- D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;
- E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;
- F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;
- G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;
- H. the Trust, or its agent, will be responsible for management of federal grant funds; and
- I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon

markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.

2.2. Terms and Conditions. Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.

3.2 Conformity with Home Energy Savings Program. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program.

3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.

3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.

3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

4. TERM.

4.1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract.

5. TERMINATION.

5.1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

6. LIABILITY.

6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

6.2. Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

7. MISCELLANEOUS PROVISIONS.

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

To the Trust:

Efficiency Maine Trust
151 Capitol Street, Suite 1
Augusta, ME 04330-6262
Attention: Dana Fischer

7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.

7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.

7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

MUNICIPALITY

By: _____
Signature

Print Name

Its: _____ (Title)

EFFICIENCY MAINE TRUST

By: _____
Signature

Michael Stoddard

Its: _____ Executive Director (Title)

MODEL PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE

Administration by the Efficiency Maine Trust

PROPERTY ASSESSED CLEAN ENERGY (PACE) ORDINANCE.

PREAMBLE

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, “An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act”; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy (“PACE”) Ordinance to establish a PACE program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town, financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE program; and

WHEREAS, the Municipality wishes to establish a PACE program; and

NOW THEREFORE, the Municipality hereby enacts the following Ordinance:

ARTICLE I - PURPOSE AND ENABLING LEGISLATION

§ XX-1 Purpose

By and through this Chapter, the City of/Town of _____ declares as its public purpose the establishment of a municipal program to enable its citizens to participate in a Property Assessed Clean Energy (“PACE”) program so that owners of qualifying property can access financing for energy saving improvements to their properties located in the City/Town. The City/Town declares its purpose and the provisions of this Chapter/Ordinance to be in conformity with federal and State laws.

§ XX-2 Enabling Legislation

The City/Town enacts this Chapter/Ordinance pursuant to Public Law 2009, Chapter 591 of the 124th Maine State Legislature -- “An Act To Increase the Affordability of Clean Energy for Homeowners and Businesses,” also known as “the Property Assessed Clean Energy Act” or “the PACE Act” (codified at 35-A M.R.S.A. § 10151, *et seq.*).

ARTICLE II - TITLE AND DEFINITIONS

§ XX-3 Title

This Chapter/Ordinance shall be known and may be cited as “the City/Town of _____
_____ Property Assessed Clean Energy (PACE) Ordinance” (the “Ordinance”).”

§ XX-4 Definitions

Except as specifically defined below, words and phrases used in this Chapter/Ordinance shall have their customary meanings; as used in this Chapter/Ordinance, the following words and phrases shall have the meanings indicated:

1. Energy saving improvement. “Energy saving improvement” means an improvement to qualifying property that is new and permanently affixed to qualifying property and that:

A. Will result in increased energy efficiency and substantially reduced energy use and:

- (1) Meets or exceeds applicable United States Environmental Protection Agency and United States Department of Energy Energy Star program or similar energy efficiency standards established or approved by the Trust; or
- (2) Involves air sealing, insulating, and other energy efficiency improvements of residential, commercial or industrial property in a manner approved by the Trust; or

B. Involves a renewable energy installation or an electric thermal storage system that meets or exceeds standards established or approved by the trust.

2. Municipality. “Municipality” shall mean the City/Town of _____
_____.

3. PACE agreement. “Pace agreement” means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

4. PACE assessment. “PACE assessment” means an assessment made against qualifying property to repay a PACE loan.

5. **PACE district.** “Pace district” means the area within which the Municipality establishes a PACE program hereunder, which is all that area within the Municipality’s boundaries.
6. **PACE loan.** “PACE loan” means a loan, secured by a PACE mortgage, made to the owner(s) of a qualifying property pursuant to a PACE program to fund energy saving improvements.
7. **PACE mortgage.** “PACE mortgage” means a mortgage securing a loan made pursuant to a PACE program to fund energy saving improvements on qualifying property.
8. **PACE program.** “PACE program” means a program established under State statute by the Trust or a municipality under which property owners can finance energy savings improvements on qualifying property.
9. **Qualifying property.** “Qualifying property” means real property located in the PACE district of the Municipality.
10. **Renewable energy installation.** “Renewable energy installation” means a fixture, product, system, device or interacting group of devices installed behind the meter at a qualifying property, or on contiguous property under common ownership, that produces energy or heat from renewable sources, including, but not limited to, photovoltaic systems, solar thermal systems, biomass systems, landfill gas to energy systems, geothermal systems, wind systems, wood pellet systems and any other systems eligible for funding under federal Qualified Energy Conservation Bonds or federal Clean Renewable Energy Bonds.
11. **Trust.** “Trust” means the Efficiency Maine Trust established in 35-A M.R.S.A. § 10103 and/or its agent(s), if any.

ARTICLE III - PACE PROGRAM

1. **Establishment; funding.** The Municipality hereby establishes a PACE program allowing owners of qualifying property located in the PACE district who so choose to access financing for energy saving improvements to their property through PACE loans administered by the Trust or its agent. PACE loan funds are available from the Trust in municipalities that 1) adopt a PACE Ordinance, 2) adopt and implement a local public outreach and education plan, 3) enter into a PACE administration contract with the Trust to establish the terms and conditions of the Trust’s administration of the municipality’s PACE program, and 4) agree to assist and cooperate with the Trust in its administration of the municipality’s PACE program.

2. Amendment to PACE program. In addition, the Municipality may from time to time amend this Ordinance to use any other funding sources made available to it or appropriated by it for the express purpose of its PACE program, and the Municipality shall be responsible for administration of loans made from those other funding sources.

ARTICLE IV – CONFORMITY WITH THE REQUIREMENTS OF THE TRUST

1. Standards adopted; Rules promulgated; model documents. If the Trust adopts standards, promulgates rules, or establishes model documents subsequent to the Municipality’s adoption of this Ordinance and those standards, rules or model documents substantially conflict with this Ordinance, the Municipality shall take necessary steps to conform this Ordinance and its PACE program to those standards, rules, or model documents.

ARTICLE V – PROGRAM ADMINISTRATION; MUNICIPAL LIABILITY

1. Program Administration

A. PACE Administration Contract. Pursuant to 35-A M.R.S.A. §10154(2)(A)(2) and (B), the Municipality will enter into a PACE administration contract with the Trust to administer the functions of the PACE program for the Municipality. The PACE administration contract with the Trust will establish the administration of the PACE program including, without limitation, that:

- i. the Trust will enter into PACE agreements with owners of qualifying property in the Municipality’s PACE district;
- ii. the Trust, or its agent, will create and record a Notice of the PACE agreement in the appropriate County Registry of Deeds to create a PACE mortgage;
- iii. the Trust, or its agent, will disburse the PACE loan to the property owner;
- iv. the Trust, or its agent, will send PACE assessment statements with payment deadlines to the property owner;
- v. the Trust, or its agent, will be responsible for collection of the PACE assessments;
- vi. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the assessment;

vii. the Trust or its agent on behalf of the Municipality, promptly shall record the discharges of PACE mortgages upon full payment of the PACE loan.

B. Adoption of Education and Outreach Program. In conjunction with adopting this Ordinance, the Municipality shall adopt and implement an education and outreach program so that citizens of the Municipality are made aware of home energy saving opportunities, including the opportunity to finance energy saving improvements with a PACE loan.

C. Assistance and Cooperation. The Municipality will assist and cooperate with the Trust in its administration of the Municipality's PACE program.

D. Assessments Not a Tax. PACE assessments do not constitute a tax but may be assessed and collected by the Trust in any manner determined by the Trust and consistent with applicable law.

2. Liability of Municipal Officials; Liability of Municipality

A. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE program, including, without limitation, claims for or related to uncollected PACE assessments.

B. Other than the fulfillment of its obligations specified in a PACE administration contract with the Trust entered into under Article V, §1(A) above, a municipality has no liability to a property owner for or related to energy savings improvements financed under a PACE program.

Municipalities that have passed a PACE ordinance and submitted an administrative contract to Efficiency Maine as of 7-25-11.



Albion	Fort Kent	Scarborough
Alfred	Freeport	Skowhegan
Anson	Gorham	Solon
Arrowsic	Gray	South Berwick
Arundel	Hallowell	South Portland
Auburn	Hampden	Stockton Springs
Augusta	Harpswell	Strong
Bangor	Houlton	Thomaston
Bath	Islesboro	Thorndike
Belfast	Kennebunk	Topsham
Berwick	Lewiston	Unity
Biddeford	Lincoln	Vassalboro
Blue Hill	Lisbon	Vinalhaven
Bowdoinham	Manchester	Waldoboro
Bradley	Mechanic Falls	Waterboro
Brewer	Monmouth	Waterville
Brooksville	Naples	West Bath
Brunswick	New Gloucester	Westbrook
Bucksport	North Berwick	Windham
Cape Elizabeth	North Haven	Winslow
Caribou	Old Orchard	Winthrop
Chebeague Island	Old Town	Yarmouth
China	Orono	
Cumberland	Phippsburg	
Dayton	Portland	
Dover-Foxcroft	Presque Isle	
Eastport	Richmond	
Ellsworth	Rockland	
Fairfield	Saco	
Falmouth	Sanford	
Fayette		

If you do not see your town on the list, contact your municipal officials about passing a PACE ordinance and making PACE loans available locally. Efficiency Maine has all the materials to get started.