



SELECTMEN'S EPACKET
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Agenda Originally Posted for April 12, 2013

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BOARD OF SELECTMEN

AGENDA

April 16, 2013

Meeting postponed from April 12, 2013

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
 - April 2, 2013
- 3) New Business.
 - a) Consideration of Abatements and Tree Growth Penalties as Submitted by Contract Assessor's Agent Curt Lebel
 - b) Consideration and Approval of Final Crown Castle Perpetual Easement- Board of Selectmen
 - c) Consideration and Approval of FY2013-14 Municipal Budget Warrants for the 2013 Annual Town Meeting- Board of Selectmen
- 4) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 5) Adjournment.

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

Board of Selectmen Agenda: April 16, 2013

Deadline for May 14, 2013 Agenda: May 3, 2013

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**BOARD OF SELECTMEN
AGENDA SUMMARY**

April 16, 2013
Agenda Originally Posted for April 12, 2013

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting dated:

- April 2, 2013

3) New Business.

a) Consideration of Abatements and Tree Growth Penalties as Submitted by Contract Assessor's Agent Curt Lebel

Contract Assessor Curt Lebel has a short list of administrative abatements and Tree Growth Supplements (attached to the ePacket) for Selectmen review. He will not be attendance.

b) Consideration and Approval of Final Crown Castle Perpetual Easement- Board of Selectmen

At the May 8, 2012 meeting, the Board of Selectmen authorized the Town Manager to continue negotiations for the sale of a perpetual easement to Crown Castle for an existing tower site at 90 Patricia Avenue. At their March 5, 2013 public hearing, the Selectmen voted to send the presented warrant article to the 2013 Annual Town Meeting which would authorize the Board of Selectmen to execute the sale of the easement as long as the easement document is substantially similar to the one attached the to ePacket. The Selectmen will be considering the final draft of the perpetual easement that has been accepted by Crown Castle and recommended by the Town's attorneys.

c) Consideration and Approval of FY2013-14 Municipal Budget Warrants for the 2013 Annual Town Meeting- Board of Selectmen

The Selectmen's proposed Budget/Warrant Articles will be discussed, amended, and possibly approved by the Board of Selectmen. If approved, the final draft will be forwarded to the Budget-Finance Committee for their April 22, 2013 meeting.

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

5) Adjournment.

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

Board of Selectmen Agenda: April 12, 2013

Deadline for May 14, 2013 Agenda: May 3, 2013

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TOWN OF RAYMOND Assessing Office

401 Webbs Mills Road Raymond, Maine 04071
Phone 207.655.4742 x51 Fax 207.655.3024
assessor@raymondmaine.org

INTEROFFICE MEMORANDUM

TO: RAYMOND BOARD OF ASSESSORS
FROM: CURT LEBEL, ASSESSORS AGENT
SUBJECT: TAX ABATEMENTS/SUPPLEMENTAL ASSESSMENTS
DATE: 4/7/13
CC:

Dear Board Members,

Attached please find a package of tax abatements which have been reviewed by my office and are recommended for consideration at your April 16, 2013 meeting. The abatements are very administrative in nature and range from lot size corrections, to homestead exemption omission and some personal property accounts which were assessed in error due to the Towns renewed use of the Vision assessing software for personal property. These types of personal property issues were expected as the Town continues to improve the overall accuracy and performance of the assessing and billing software and should drop off in 2013.

In addition I have a package of supplemental assessments for the Board to consider. These assessments are penalties related to the State use program, Tree Growth. Maine law requires landowners enrolled in Tree Growth to renew their certifications every 10 years. Prior to this year, landowners who failed to renew were removed from the program and assessed a withdrawal penalty, which is generally very punitive. Beginning this year, with legislative changes, assessors are directed to levy a \$500 penalty for failure to renew after minimum notice of 120 days is given. The landowner will then have an additional 6 months to renew or will face another \$500 levy and another 6

months. Following these two, intermediate attempts the parcels will be removed from Tree Growth.

The Properties listed in the supplemental warrant, have been issued a notice by certified mail on November 16, 2012 of their requirement to renew by March 15, 2013. The properties listed have failed to comply and therefore must be assessed a \$500 penalty, which will give them 6 more months to comply, before facing another \$500 penalty.

Sincerely,

Curt Lebel

Assessors Agent, Town of Raymond

Certificate of Abatement

36 M.R.S.A § 841

We, the Board of Assessors of the municipality of Raymond, hereby certify to Donald Willard, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2012 assessment on April 16, 2013. You are hereby discharged from any further obligation to collect the amount abated.

Voted by the Raymond Board of Assessors on: April 16, 2013

Attest: _____ Don Willard, Town Manager

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2012- 9		PP	I5100P	Inner Spaces Services Inc. DBA Roscoes Rockin Buffet	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 277.50	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 10		PP	L6010P	Leclerc John & Betty	\$ 9,500.00	\$ -	\$ 9,500.00	\$ 105.45	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 11		PP	L0005P	Leronde Larry & Elaine	\$ 10,000.00		\$ 10,000.00	\$ 111.00	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 12		008-025-B	F1212R	Friendship Realty Trust			\$ 10,000.00	\$ 111.00	0.0111	Homestead exemption omitted in error. Property placed in a trust for benefit of the homesteader, Jacqueline Fearon. Trust has been demonstrated to be fully revocable, which was not evident in the property transfer.
2012- 13		015-091	H0570R	Hancock MS Inc	\$ 90,600.00	\$ 83,800.00	\$ 6,800.00	\$ 75.48	0.0111	Property assessed in error for more acreage than is present. Acreage amount has shown on a 2008 survey provided for planning board action, but was not adjusted in the assessing records. Applicant requests multiple abatement for each year of the error, however this is not possible. Assessors may only grant 1 year relief by statute for overvaluation issues.
2012- 14		PP	G0007P	Gilpatrick Michael & Linda	\$ 19,300.00		\$ 19,300.00	\$ 214.23	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 15		PP	L0007P	Ledge Hill Advertising	\$ 1,300.00		\$ 1,300.00	\$ 14.43	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 16		PP	R9403P	RBS Asset Finance	\$ 6,000.00		\$ 6,000.00	\$ 66.60	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 17		PP	M6002P	Matthew Matt & Barbara	\$ 7,600.00		\$ 7,600.00	\$ 84.36	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
					TOTALS		\$95,500.00	\$1,060.05		

ROBERT M. NEAULT & ASSOCIATES, P.A.

COUNSELORS AT LAW

P.O. BOX 1575
68 ROOSEVELT TRAIL
NAPLES, MAINE 04055

ROBERT M. NEAULT

207-693-3030
FAX 207-693-6600
e-mail:
rmnpa@roadrunner.com

February 8, 2013

Jacqueline Fearon
33 Charles Lane
Raymond, ME 04071

RE: HOMESTEAD EXEMPTION

Dear Ms. Fearon:

I discussed with Curt Label the status of your Homestead Exemption. Mr. Label indicated that since the deed did not contain information about the trust he took it to be an outright transfer. I informed him that you retained the beneficial interest in the property as well as the right to terminate the trust during your lifetime.

Mr. Label indicated that it would be necessary for you to file for abatement. I have taken the liberty of preparing the form on your behalf. Please sign and date the enclosed form and file it, together with the enclose copy of the Trust with the Town of Raymond. This must be done prior to March 1, 2013 in order to qualify for abatement for this year.

If you have any questions please do not hesitate to call.

Sincerely,


ROBERT M. NEAULT, ESQ.

RMN;slm
Enclosure


FEB 13 2013



APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(Title 36 M.R.S.A., Section 841)

This application must be signed and filed with the municipal assessor(s). A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued. Attach supporting documents as needed.

1. Name of Applicant:	Jacqueline Fearon
2. Mailing Address and Phone Number:	33 Charles Lane Raymond, ME 04071 655-3993
3. Tax year for which abatement is requested:	2013
4. Map/Lot #	Map 8, Lot 25-B
5. Assessed valuation:	
6. Taxpayer's opinion of value:	
7. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes):	Homestead Exemption was denied as a result of a transfer to a trust. The attached trust doc. clearly states at Article Fifth(i) that Grantor retains the right to amend or terminate, and the schedule of beneficiaries clearly state that Jacqueline is the sole beneficiary. Accordingly, Ms. Fearon is entitled to Homestead Exemption as the property remains her primary residence. (A copy of the trust is attached as Exhibit A)

To the assessing authority of the Town of Raymond,

In accordance with the provisions of Title 36 M.R.S.A., Section 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

1/13/13
Date

Jacqueline Fearon
Signature of Applicant

Revised 02/10

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that I, JACQUELINE FEARON of 33 Charles Lane, Raymond, Maine 04071;

For consideration paid, grant to: STEPHEN D. SEAVEY, as Trustee of FRIENDSHIP REALTY TRUST, UID JANUARY 19, 2012, A Maine trust with a mailing address of: 559 Roosevelt Trail, Windham, ME 04062;

With warranty covenants, the land in Raymond, County of Cumberland, State of Maine being more particularly bounded and described as follows:

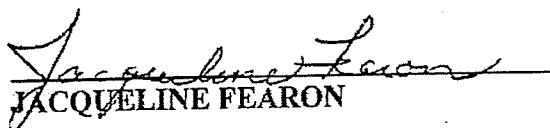
See Exhibit A attached hereto and incorporated herein by reference.

WITNESS my hand and seal this 19 day of the month of January, 2012.

Signed, Sealed and Delivered
In presence of



WITNESS

STATE OF MAINE
CUMBERLAND, ss.


JACQUELINE FEARON
January 19, 2012

Then personally appeared before me the above-named Jacqueline Fearon and acknowledged the foregoing instrument to be her free act and deed.

Before me,


NOTARY PUBLIC/ATTORNEY AT LAW

Robert W. Heath Esq.

A black and white photograph of a two-story house with a large, wrap-around porch. The porch has a decorative railing and is supported by several posts. A large, light-colored object, possibly a bag or a piece of furniture, is on the porch. The house is surrounded by trees and a lawn.



March 15, 2013

Town of Raymond
Attn: Curt Lebel
401 Webbs Mills Road
Raymond ME 04015

RE: Abatement request lots 15-91

Curt:

As requested, I have enclosed the requested tree growth applications for the two lots with questioned acreage: 15-91 and 15-91-5. The acreage on these applications should match up to the LSI survey maps you have on file from the approved subdivision. If they don't, please let me know ASAP.

I believe that we have been over taxed on the tree growth parcel (15-91) from the time that the subdivision was approved until now. I believe we should have been taxed for acreage of 115.58 instead of 123. I am requesting a small abatement for the excess payments on 7.42 acres from the time the subdivision was approved until now. Let me know if this seems to make sense to you.

Thanks for your time and help on this matter!

Sincerely,

Karyn Knight

Karyn Knights
Hancock Land Company
Hancock Lumber Company
Phone: 207-627-2123



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT	
Year	Type	Description	Code	Appraised Value	Assessed Value	Code	Assessed Value
2	High		1	Paved	3	Rural	
4	Rolling						
SUPPLEMENTAL DATA							
Other ID: 015091000000							
TIF CODE							
USE PROGRAM TG							
TG ENROLL Y'04/01/1982							
TG PLAN YR 03/23/2010							
LD1 TYPE							
GIS ID: 015091000000							
ASSOC PID#							
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/f	SALE PRICE	V.C.
HANCOCK M S INC		11430/ 289					
EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm. Int.
Total:							
ASSESSING NEIGHBORHOOD							
NBHD/ SUB	NBHD NAME	STREET INDEX NAME	TRACING	BATCH			
0001/A							
NOTES							
Total:							
OTHER ASSESSMENTS							
Total:							
PREVIOUS ASSESSMENTS (HISTORY)		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
		2012	1300	60,300	2011	1300	60,300
		2012	1320	1,700	2011	1320	1,700
		2012	7150	14,400	2011	7150	14,400
		2012	7160	14,200	2011	7160	14,200
Total:		90,600		Total:		90,600	
Net Total Appraised Parcel Value		176,100					
VISIT/ CHANGE HISTORY		Date	Type	IS	ID	Cd	Purpose/Result
		6/2/2004			KM	00	Measur+Listed
BUILDING PERMIT RECORD		Permit ID	Issue Date	Type	Description	Amount	Insp. Date
LAND LINE VALUATION SECTION		Zone	D	Frontage	Depth	Units	Unit Price
		R				130,680 SF	0.42
		R				4,000 AC	1,500.00
		R				60.00 AC	1,500.00
		R				44.00 AC	1,500.00
		R				12.00 AC	1,500.00
Parcel Total Land Area: 123 AC							
Total Card Land Units:		123.00 AC					
Total Land Value:		176,100					

CURRENT OWNER			TOPO.		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT							
HANCOCK M S INC			2 High				1 Paved	3 Rural			Description	Code	Appraised Value	Assessed Value				
PO BOX 299			4 Rolling								RES LAND	1300	54,500	54,500				
CASCO, ME 04015											TREEGRTH	1320	1,700	1,700				
Additional Owners:											TREEGRTH	7150	46,700	13,700				
											TREEGRTH	7160	63,700	13,900				
SUPPLEMENTAL DATA																		
Other ID: 015091000000																		
TIF CODE																		
USE PROGRAMTG																		
TG ENROLL Y 04/01/1982																		
TG PLAN YR 03/23/2010																		
LDI TYPE																		
GIS ID: 015091000000																		
ASSOC PID#																		
RECORD OF OWNERSHIP			BK-VOL/PAGE		SALE DATE		q/u v/i		SALE PRICE		V.C.							
HANCOCK M S INC			11430/ 289															
Total:													93,800					
PREVIOUS ASSESSMENTS (HISTORY)			Yr.		Assessed Value		Yr.		Code		Assessed Value		Yr.		Code		Assessed Value	
			2012		1300		60,300		2011		1300		60,300		2005		1300	
			2012		1320		1,700		2011		1320		1,700		2005		7150	
			2012		7150		14,400		2011		7150		14,400		2005		7160	
			2012		7160		14,200		2011		7160		14,200					
Total:																	90,600	
Total:																	118,600	
This signature acknowledges a visit by a Data Collector or Assessor																		
EXEMPTIONS																		
Year		Type		Description		Amount		Code		Description		Number		Amount		Comm. Int.		
Total:																		
ASSESSING NEIGHBORHOOD																		
NBHD/ SUB		0001/A		STREET INDEX NAME		TRACING		BATCH										
NOTES																		
APPRAISED VALUE SUMMARY																		
Appraised Bldg. Value (Card)																		
Appraised XF (B) Value (Bldg)																		
Appraised OB (L) Value (Bldg)																		
Appraised Land Value (Bldg)																		
Special Land Value																		
Total Appraised Parcel Value																		
Valuation Method:																		
Exemptions																		
Adjustment:																		
Net Total Appraised Parcel Value																		
166,600																		
VISIT/ CHANGE HISTORY																		
Permit ID		Issue Date		Type		Description		Amount		Insp. Date		% Comp.		Date Comp.		Comments		
														6/2/2004		KM 00 Measur+Listed		
BUILDING PERMIT RECORD																		
LAND LINE VALUATION SECTION																		
B #		Use Code		Use Description		Zone		D		Frontage		Depth		Units		Unit Price		
1		1300		Res Land Develop		R								126,759		SF		
1		7160		HARDWOOD		R								59.00		AC		
1		7160		MIXEDWOOD		R								41.67		AC		
1		7160		Res Land Undev		R								12.00		AC		
Total Card Land Units: 115.58 AC																		
Parcel Total Land Area: 115.58 AC																		
Total Land Value: 166,600																		



TOWN OF RAYMOND

SUPPLEMENTAL TAX CERTIFICATE

State of Maine 36 M.R.S.A. § 713

We, the undersigned, Assessors of the Municipality of Raymond, Maine, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 429 of this book, were either invalid, void, omitted by mistake from our original invoice, or are a withdrawal penalty under Title 36 Section 581 or 1112, and valuation and list of assessments dated the 11th day of September 2012, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments, dated the 16th day of April, 2013, and are made by virtue of Title 36, Section 713-B, as amended.

Given by our hand this 16th day of April, 2013.

Assessors, Town of Raymond



TOWN OF RAYMOND

SUPPLEMENTAL TAX WARRANT

State of Maine 36 M.R.S.A. § 713

County of CUMBERLAND, ss.

To: DONALD WILLARD, Tax Collector

of the Municipality of RAYMOND, within said County of
CUMBERLAND.

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the person(s) hereinafter named. You are hereby directed to levy and collect each of the person(s) named in said list his respective proportion, therein set down, of the sum of \$ 2,500 dollars and 00/100 cents, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated September 11, 2012 are extended thereto; and we do hereby certify that the list of
(here insert date of original warrant)

assessments of the estates of the persons named in said list is a supplemental assessment laid by virtue of Title 36, Section 713-B, as amended and the assessments and estates thereon as set forth in said list were either invalid, void, omitted by mistake from the original list, or penalty under Title 36 Section 581 or 1112, committed unto you under our warrant dated September 11, 2012.
original date of warrant

Given by our hands this 16th day April, 2013.

Assessors, Town of Raymond

Cc: Tax Collector

Maine Revised Statutes

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[§581 WORD/RTF](#)
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§580

Title 36: TAXATION

§581-A

Part 2: PROPERTY TAXES

Chapter 105: CITIES AND TOWNS

Subchapter 2-A: TREE GROWTH TAX LAW

§581. Withdrawal

1. Assessor determination; owner request. If the assessor determines that land subject to this subchapter no longer meets the requirements of this subchapter, the assessor must withdraw the land from taxation under this subchapter. An owner of land subject to taxation under this subchapter may at any time request withdrawal of that land from taxation under this subchapter by certifying in writing to the assessor that the land is no longer to be classified under this subchapter.

[2009, c. 577, §1 (AMD) .]

1-A. Notice of compliance. No earlier than 185 days prior to a deadline established by section 574-B, if the landowner has not yet complied with the requirements of that section, the assessor must provide the landowner with written notice by certified mail informing the landowner of the statutory requirements that need to be met to comply with section 574-B and the date of the deadline for compliance or by which the parcel may be transferred to open space classification pursuant to subchapter 10. The notice must also state that if the owner fails to meet the deadline for complying with section 574-B or transferring the parcel to open space classification, a supplemental assessment of \$500 will be assessed and that continued noncompliance will lead to a subsequent supplemental assessment of \$500. If the notice is issued less than 120 days before the deadline, the owner has 120 days from the date of the notice to provide the assessor with the documentation to achieve compliance with section 574-B or transfer the parcel to open space classification, and the notice must specify the date by which the owner must comply.

If the landowner fails to provide the assessor with the documentation to achieve compliance with section 574-B or transfer the parcel to open space classification pursuant to subchapter 10 by the deadline specified in the notice, the assessor shall impose a \$500 penalty to be assessed and collected as a supplemental assessment in accordance with section 713-B. The assessor shall send notification of the supplemental assessment by certified mail and notify the landowner that, no later than 6 months from the date of the 2nd notice, the landowner must comply with the requirements of section 574-B or transfer the parcel to open space classification pursuant to subchapter 10 and that failure to comply will result in an additional supplemental assessment of \$500 and the landowner will have an additional 6-month period in which to comply with these requirements before the

withdrawal of the parcel and the assessment of substantial financial penalties against the landowner.

At the expiration of 6 months, if the landowner has not complied with section 574-B or transferred the parcel to open space classification under subchapter 10, the assessor shall assess an additional \$500 supplemental assessment. The assessor shall send notification of the 2nd supplemental assessment by certified mail and notify the landowner that, no later than 6 months from the date of the notice, the landowner must comply with the requirements of section 574-B or transfer the parcel to open space classification pursuant to subchapter 10 or the land will be withdrawn from the tree growth tax program.

If the landowner has not complied within 6 months from the date of the 2nd supplemental assessment, the assessor shall remove the parcel from taxation under this subchapter and assess a penalty for the parcel's withdrawal pursuant to subsection 3.

This subsection does not limit the assessor from issuing other notices or compliance reminders to property owners at any time in addition to the notice required by this subsection.

[2011, c. 618, §4 (AMD) .]

2. Withdrawal of portion. In the case of withdrawal of a portion of a parcel, the owner, as a condition of withdrawal, shall file with the assessor a plan showing the area withdrawn and the area remaining subject to taxation under this subchapter. In the case of withdrawal of a portion of a parcel, the resulting portions must be treated after the withdrawal as separate parcels under section 708.

[2007, c. 627, §16 (RPR) .]

3. Penalty. If land is withdrawn from taxation under this subchapter, the assessor shall impose a penalty upon the owner. The penalty is the greater of:

A. An amount equal to the taxes that would have been assessed on the first day of April for the 5 tax years, or any lesser number of tax years starting with the year in which the land was first classified, preceding the withdrawal had that land been assessed in each of those years at its just value on the date of withdrawal. That amount must be reduced by all taxes paid on that land over the preceding 5 years, or any lesser number of tax years starting with the year in which the land was first classified, and increased by interest at the prevailing municipal rate from the date or dates on which those amounts would have been payable; and [2007, c. 627, §16 (RPR) .]

B. An amount computed by multiplying the amount, if any, by which the just value of the land on the date of withdrawal exceeds the 100% valuation of the land pursuant to this subchapter on the preceding April 1st by the following rates.

(1) If the land was subject to valuation under this subchapter for 10 years or less prior to the date of

withdrawal, the rate is 30%.

(2) If the land was subject to valuation under this subchapter for more than 10 years prior to the date of withdrawal, the rate is that percentage obtained by subtracting 1% from 30% for each full year beyond 10 years that the land was subject to valuation under this subchapter prior to the date of withdrawal, except that the minimum rate is 20%. [2007, c. 627, §16 (RPR) .]

For purposes of this subsection, just value at the time of withdrawal is the assessed just value of comparable property in the municipality adjusted by the municipality's certified assessment ratio.

[2007, c. 627, §16 (RPR) .]

4. Assessment and collection of penalties. The penalties for withdrawal under this section must be paid upon withdrawal to the tax collector as additional property taxes. Penalties may be assessed and collected as supplemental assessments in accordance with section 713-B.

[2007, c. 627, §16 (RPR) .]

5. Eminent domain. A penalty may not be assessed under this section for a withdrawal occasioned by a transfer to an entity holding the power of eminent domain if the transfer results from the exercise or threatened exercise of that power.

[2007, c. 627, §16 (RPR) .]

6. Relief from requirements. Upon withdrawal under this section, the land is relieved of the requirements of this subchapter immediately and is returned to taxation under chapter 105, subchapter 2 beginning the following April 1st.

[2007, c. 627, §16 (RPR) .]

7. Reclassification as farmland or open space land. A penalty may not be assessed upon the withdrawal of land from taxation under this subchapter if the owner applies for classification of that land as farmland or open space land under subchapter 10 and that application is accepted. If a penalty is later assessed under section 1112, the period of time that the land was taxed as forest land under this subchapter is included for purposes of establishing the amount of the penalty.

[2007, c. 627, §16 (RPR) .]

8. Report of penalty. A municipality that receives a penalty for the withdrawal of land from taxation under this subchapter must report the total amount received in that reporting year to the State Tax Assessor on the municipal valuation return form described in section 383.

[2007, c. 627, §16 (RPR) .]

SECTION HISTORY

1971, c. 616, §8 (NEW). 1973, c. 308, §12 (AMD). 1975, c. 726, §1 (AMD). 1977, c. 509, §§8,9 (AMD). 1979, c. 445, §§1,2 (AMD). 1981, c. 517, §12 (AMD). 1981, c. 663, (AMD). 1983, c. 400, §§1,3 (AMD). 1991, c. 546, §8 (AMD). 1991, c. 824, §A71 (AMD). 1993, c. 452, §5 (AMD). 2007, c. 425, §1 (AMD). 2007, c. 438, §18 (RPR). 2007, c. 627, §16 (RPR). 2009, c. 577, §§1, 2 (AMD). 2011, c. 618, §4 (AMD).

Data for this page extracted on 10/16/2012 08:30:12.

**The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.
If you need legal advice, please consult a qualified attorney.**

Office of the Revisor of Statutes

7 State House Station

State House Room 108

Augusta, Maine 04333-0007

TOWN OF RAYMOND - SUPPLEMENTAL TAX WARRANT LIST

We, the undersigned, Assessors of the Municipality of Raymond, hereby certify, that the foregoing list of estates and assessments, contain a list of valuations of the estates, real and personal, that were omitted from our original invoice and valuation and list of assessments dated September 11, 2012 and to be supplemented for the 2012 assessment as of April 16, 2013.

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

Signed _____, Assessor

M/L	OWNER OF RECORD	ADDRESS	SUPPLEMENTAL VALUATION	ACCT #	TAX DOLLARS	MISCELLANEOUS INFORMATION
007-012	Keystone Investment Group LLC	PO Box 953 Raymond, ME 04071		K8012R	\$500.00	Tree Growth Penalty for failure to recertify Tree Growth parcel by established deadline. MRSA 36 § 713-B, 574, 581
008-090	Murdock Cynthia & Philip	60 Kelly Drive Yarmouth, ME 04096		M3160R	\$500.00	Tree Growth Penalty for failure to recertify Tree Growth parcel by established deadline. MRSA 36 § 713-B, 574, 581
013-026-A	Gideon Debra	179 Raymond Hill Rd Raymond, ME 04071		G8008R	\$500.00	Tree Growth Penalty for failure to recertify Tree Growth parcel by established deadline. MRSA 36 § 713-B, 574, 581
016-098	Chase Custom Homes	1 Percy Hawkes Road Windham, ME 04062		C7018R	\$500.00	Tree Growth Penalty for failure to recertify Tree Growth parcel by established deadline. MRSA 36 § 713-B, 574, 581
016-099	Chase Custom Homes	1 Percy Hawkes Road Windham, ME 04062		C7019R	\$500.00	Tree Growth Penalty for failure to recertify Tree Growth parcel by established deadline. MRSA 36 § 713-B, 574, 581
					\$2,500.00	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Keystone Investment Group
David Baker
P.O. Box 953
Raymond, ME 04071

2. Article Number

(Transfer from service label)

7011 0470 0001 0252 0444

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature


☐ Agent☐ Addressee

B. Received by (Printed Name)



C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

NOV 19 2012

3. Service Type

☐ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

RECERTIFICATION

November 15, 2012

Keystone Investment Group
David Baker
PO Box 953
Raymond, Maine 04071

Dear Mr. Baker,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 007 Lot 012 in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel. **Failure to comply within 120 days of this notice will result in a supplemental assessment of \$500.** Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

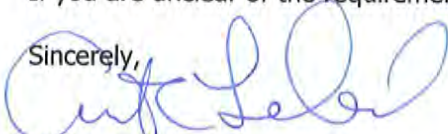
To prevent a \$500 supplemental assessment from being assessed, you must either:

- A. Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- B. Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,



Curt E. Lebel
Assessors Agent, Town of Raymond

This schedule is to be filed on or before April 1 of the year in which classification is requested. This schedule is also to be utilized by the landowner in reporting changes in forest types and periodic refiles. Detailed instructions on completing this application are found in Property Tax Bulletin Number 19.

MAINE TREE GROWTH TAX LAW

(Title 36, M.R.S.A., Sections 571 through 584-A)

SCHEDULE FOR CLASSIFICATION OF LAND AS FOREST LAND

PART A.

1. Name of Owner(s) ALFRED A. MANN Keystone Investment Group
2. Mailing Address 120 ILLINOIS AVE. 655-3981 407-957-1287
Number and Street Phone Number
ST CLOUD FL 34769-3845
Post Office State Zip Code
3. Location of Parcel RAYMOND CUMBERLAND
Township or Municipality County
4. Identification of Parcel 7 12
Tax Map Plan Lot
- Structures or Improvements on Parcel ☐ Yes ☒ No 1st Year of Classification 1997
(Please Check One)

5. A. FOREST TYPE LAND (Express figures to nearest acre)

Softwood Type	
Mixed Wood Type	<u>4</u>
Hardwood Type	<u>11</u>
Total Forest Type Land	<u>15</u>

- B. LAND UNSUITABLE FOR COMMERCIAL FOREST PRODUCTION

Natural Water Areas (lakes, ponds, rivers, etc.) _____

Man-Made Water Areas (reservoirs, etc.) _____

Wetlands and Barrens (swamp, marsh, ledge, etc.) _____

Total Land Unsuitable for Commercial Forest Production _____

- C. LAND NOT USED PRIMARILY FOR COMMERCIAL FOREST PRODUCTION

Vacant Unforested Land	_____
Blueberry Land	_____
Other Agricultural Land	_____
Gravel Pits, Quarry or Mine Areas	_____
Transmission Line or Pipeline R/W Area	_____
Roads:	
Class 1 (2 lane all season road)	_____
Class 2 (Single Lane seasonal road)	_____
Building Areas	_____
Forest Land (Not classified)	_____
Other Areas	_____

Total Land Not Used Primarily for Commercial Forest Production _____

- D. TOTAL AREA OF PARCEL 15

PART B. (please review Bulletin #19 for additional information on completing Part B of this application)

Landowner must check one or more of the following categories under which eligibility is being sought:

For category 1 Grandfathered: no additional information is required unless the assessor requests more detailed information from which to make the decision to grant continued classification. Category 2 certifies that a Forest Management and Harvest Plan has been prepared for the parcel. Category 3, continued compliance; Forest Management and Harvest Plan must be reviewed and the parcel recertified every 10 years.

[] 1. **GRANDFATHERED UNDER FORMER QUALIFICATIONS:** This option is only available for Parcels Classified on or before September 30, 1989. I hereby declare that I am managing the parcel primarily for the growth of forest products. I understand that I must comply with category 2 by December 31, 2000.

[✓] 2. **FOREST MANAGEMENT AND HARVEST PLAN:** For new parcels and refiles certifying to Written Forest Management and Harvest Plan. I hereby swear that I am following the provisions of the Forest Management and Harvest Plan prepared for the parcel.

Name of Licensed Professional Forester: JACK WADSWORTH
(NOTE: FORESTER SIGNATURE NOT REQUIRED HERE)

Licensed Professional Forester Number 123

[] 3. **RECERTIFICATION, EVIDENCE OF COMPLIANCE:** Inspection by Licensed Professional Forester. I hereby swear that I have inspected the parcel and that the owner is following the recommendations of the Management and Harvest Plan applicable.

Name of Licensed Professional Forester _____

Licensed Professional Forester Number _____ Inspection Date _____

Signature of Licensed Professional Forester _____

NOTE: Transfer of ownership; land transferred to a new owner after September 30, 1989 requires that new owners comply with Category 2 within one year of transfer.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct and complete.

June 16, 2001
Date

Alfred A. Mano
Signature of Owner/Owners

NOTE: Landowners should pay particular attention to the provisions of 36 MRSA §581 which provides for substantial penalty upon the landowner for a change in use of forest land classified under the Tree Growth Tax Law.

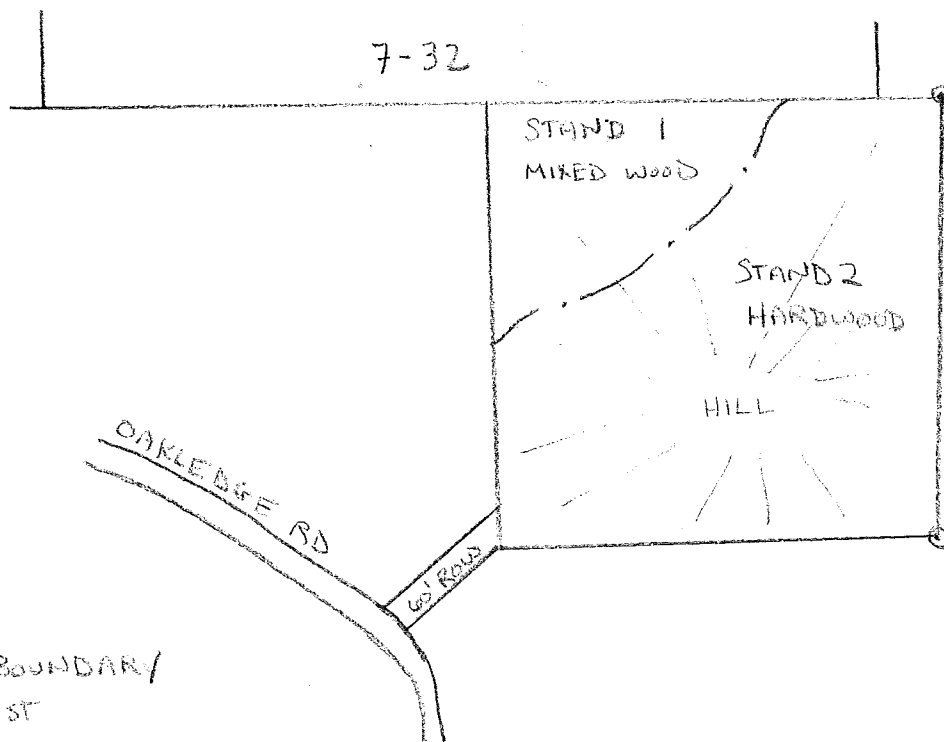
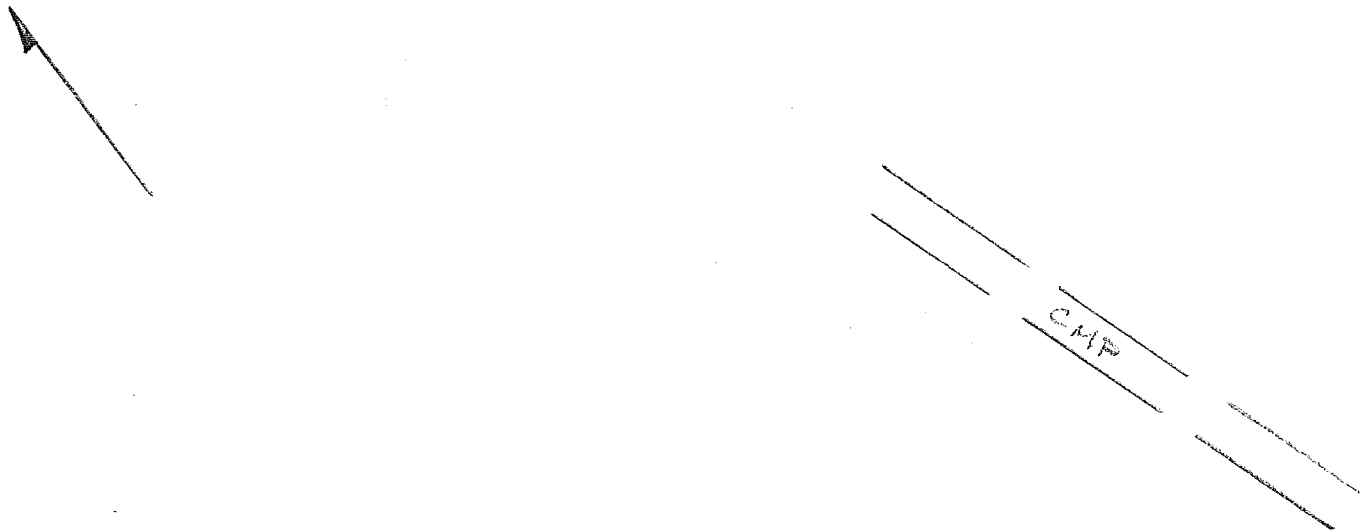
☐ Approved ☐ Denied

PTA-452
7/99

Assessor's Signature

Date

TIMBER TYPE MAP
PROPERTY OF ALFRED A. MANN
TOWN OF RAYMOND
MAP 7 LOT 12
15 ACRES
SCALE: 1" = 400'



— STAND BOUNDARY/
○ IRON POST
□ STONE MONUMENT

4/11/01

PREPARED BY: WADSWORTH WOODLANDS INC.

DRAWN BY: SEAN S. LIBBEY

THIS MAP IS DRAWN FROM TAX MAP DATA. THIS IS NOT A LEGAL SURVEY.



**Maine Tree Growth Tax Law
RECERTIFICATION OF FOREST MANAGEMENT AND HARVEST PLAN**

November 15, 2012

Property Tax Map/Lot: 008-090

Cynthia & Philip Murdock
60 Kelly Drive
Yarmouth, Maine 04096

Dear Mr. & Mrs. Murdock,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 008 Lot 090 in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel. **Failure to comply within 120 days of this notice will result in a supplemental assessment of \$500.** Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

To prevent a \$500 supplemental assessment from being assessed, you must either:

- A. Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- B. Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,

Curt E. Lebel
Assessors Agent, Town of Raymond

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <i>x Cynthia A. Murdock</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>Cynthia & Philip Murdock</i> <i>60 Kelly Dr.</i> <i>Yarmouth, ME</i></p>		<p>B. Received by (Printed Name) <i>As above</i></p>	
<p>2. Article Number (Transfer from service label) <i>04096</i></p>		<p>C. Date of Delivery <i>11-21-11</i></p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>		<p>5. Service Type</p>	
<p>Article Number (Transfer from service label) <i>7011 0470 0001 0252 0451</i></p>			

AND HARVEST PLAN

ty Tax Map/Lot: 008-090

S Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Cynthia & Philip Murdock
 60 Kelly Drive
 Yarmouth, Maine 04096

Dear Mr. & Mrs. Murdock,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 008 Lot 090 in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel. **Failure to comply within 120 days of this notice will result in a supplemental assessment of \$500.** Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

To prevent a \$500 supplemental assessment from being assessed, you must either:

- Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,

Curt E. Lebel

Assessors Agent, Town of Raymond

This schedule is to be filed on or before April 1 of the year in which classification is requested. This schedule is also to be utilized by the landowner in reporting changes in forest types and periodic refiles. Detailed instructions on completing this application are found in Property Tax Bulletin Number 19.

MAINE TREE GROWTH TAX LAW

(Title 36, M.R.S.A., Sections 571 through 584-A)

SCHEDULE FOR CLASSIFICATION OF LAND AS FOREST LAND

vision
correct
homestead in H2O
K28
8.6-06
Mgt 2001

PART A.

1. Name of Owner(s) Cynthia and Philip Murdock
2. Mailing Address 70 R. A. I. Plummer Road 655-4095
Number and Street Phone Number
Raymond Maine 04071
Post Office State Zip Code
3. Location of Parcel Raymond Cumberland
Township or Municipality County
4. Identification of Parcel Map 8 Lot 90+89
Tax Map Plan Lot

Structures or Improvements on Parcel ☒ Yes ☐ No 1st Year of Classification 2001
(Please Check One)

5. A. FOREST TYPE LAND (Express figures to nearest acre)
- | | |
|------------------------|-----------|
| Softwood Type | <u>13</u> |
| Mixed Wood Type | <u>17</u> |
| Hardwood Type | <u>30</u> |
| Total Forest Type Land | |

B. LAND UNSUITABLE FOR COMMERCIAL FOREST PRODUCTION

Natural Water Areas (lakes, ponds, rivers, etc.) _____
Man-Made Water Areas (reservoirs, etc.) _____
Wetlands and Barrens (swamp, marsh, ledge, etc.) _____
Total Land Unsuitable for Commercial Forest Production 0

C. LAND NOT USED PRIMARILY FOR COMMERCIAL FOREST PRODUCTION

Vacant Unforested Land _____
Agricultural Land _____
Gravel Pits, Quarry or Mine Areas _____
Transmission Line or Pipeline R/W Area _____
Roads _____
Building Areas 1 (water front)
Forest Land (Not classified) _____
Other Areas _____

Total Land Not Used Primarily for Commercial Forest Production 1

D. TOTAL AREA OF FOREST LAND PARCEL 31

Landowner must check one or more of the following categories under which eligibility is being sought:

For category 1 Grandfathered: no additional information is required unless the assessor requests more detailed information from which to make the decision to grant continued classification. Category 2 certifies that a Forest Management and Harvest Plan has been prepared for the parcel. Category 3, continued compliance; Forest Management and Harvest Plan must be reviewed and the parcel recertified every 10 years.

[] 1. **GRANDFATHERED UNDER FORMER QUALIFICATIONS:** This option is only available for Parcels Classified on or before September 30, 1989. I hereby declare that I am managing the parcel primarily for the growth of forest products. I understand that I must comply with category 2 by April 1, 1999.

[4] 2. **FOREST MANAGEMENT AND HARVEST PLAN:** For new parcels and refiles certifying to Written Forest Management and Harvest Plan. I hereby swear that I am following the provisions of the Forest Management and Harvest Plan prepared for the parcel.

Name of Licensed Professional Forester: Gregory E. Foster
(NOTE: FORESTER SIGNATURE NOT REQUIRED HERE)

Licensed Professional Forester Number 595

[] 3. **RECERTIFICATION, EVIDENCE OF COMPLIANCE:** Inspection by Licensed Professional Forester. I hereby swear that I have inspected the parcel and that the owner is following the recommendations of the Management and Harvest Plan applicable.

Name of Licensed Professional Forester _____

Licensed Professional Forester Number _____ Inspection Date _____

Signature of Licensed Professional Forester _____

NOTE: Transfer of ownership; land transferred to a new owner after September 30, 1989 requires that new owners comply with Category 2 within one year of transfer.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct and complete.

10/5/01
Date
[Signature]
Signature of Owner/Owners
Cynthia H. Murdock

NOTE: Landowners should pay particular attention to the provisions of 36 MRSA §581 which provides for substantial penalty upon the landowner for a change in use of forest land classified under the Tree Growth Tax Law.

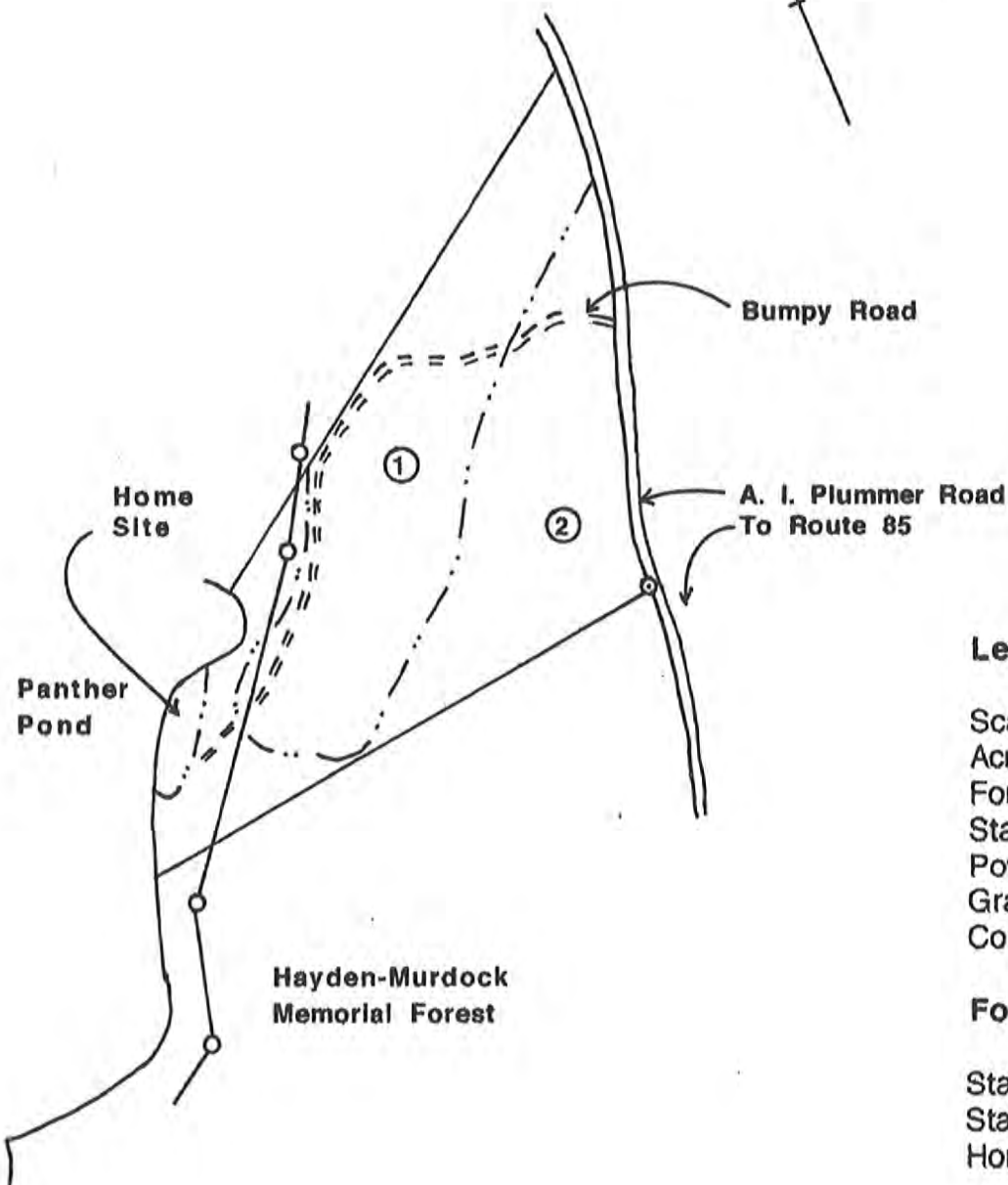
PTA-452 ☐ Approved ☐ Denied _____ Date _____
5/97 Assessor's Signature

North

Appendix B

**Forest Type Map
for
The Property of
Cynthia and Phillip Murdock
Located in
Raymond, Maine
Map 8 Lot 90**

August 21, 2001



Legend

Scale.....1 inch = 550 feet

Acres.....ac

Forest Type Boundary — · — · — ·

Stand Type

Power Line

Gravel Driveway

Corner Marker

①

— — — — —

= = = = =

o

Forest Types

Stand 1	Hardwood	17 ac
Stand 2	Mixed	13 ac
Home Site		1 ac

Prepared by

Gregory E. Foster
Gregory E. Foster

Timberstate G. Inc.

P. O. Box 157

Gray, Maine 04039

Professional Forester # 595

(This map is not a legal survey)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Debra Gideon
179 Raymond Hill Rd
Raymond, ME 04071

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

11/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

RECERTIFICATION (

November 15, 2012

Debra Gideon
179 Raymond Hill Rd
Raymond, Maine 04071

Dear Ms. Gideon,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 013 Lot 026-A in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel.

Failure to comply within 120 days of this notice **will result in a supplemental assessment of \$500.** Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

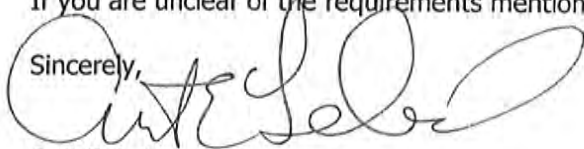
To prevent a \$500 supplemental assessment from being assessed, you must either:

- A. Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- B. Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,



Curt E. Lebel

Assessors Agent, Town of Raymond

This schedule is to be filed on or before April 1 of the year in which classification is requested. This schedule is also to be utilized by the landowner in reporting changes in forest types and periodic refiles. Detailed instructions on completing this application are found in Property Tax Bulletin Number 19.

MAINE TREE GROWTH TAX LAW

(Title 36, M.R.S.A., Sections 571 through 584-A)

13/26
new
2001

SCHEDULE FOR CLASSIFICATION OF LAND AS FOREST LAND

PART A.

1. Name of Owner(s) DEBORAH G. GIDEON
2. Mailing Address 179 RAYMOND HILL RD 207.655.2585
Number and Street Phone Number
RAYMOND ME 04071
Post Office State Zip Code
3. Location of Parcel RAYMOND CUMBERLAND
Township or Municipality County
4. Identification of Parcel Town of Raymond ME Map 13 Lot 26A
Tax Map Plan Lot
- Structures or Improvements on Parcel [] Yes [X] No 1st Year of Classification 1977
(Please Check One)

5. A. FOREST TYPE LAND (Express figures to nearest acre)

Softwood Type	<u>0</u>
Mixed Wood Type	<u>4</u>
Hardwood Type	<u>18</u>
Total Forest Type Land	<u>22</u>

- B. LAND UNSUITABLE FOR COMMERCIAL FOREST PRODUCTION

Natural Water Areas (lakes, ponds, rivers, etc.) _____

Man-Made Water Areas (reservoirs, etc.) _____

Wetlands and Barrens (swamp, marsh, ledge, etc.) _____

Total Land Unsuitable for Commercial Forest Production _____

- C. LAND NOT USED PRIMARILY FOR COMMERCIAL FOREST PRODUCTION

Vacant Unforested Land _____

Blueberry Land _____

Other Agricultural Land _____

Gravel Pits, Quarry or Mine Areas _____

Transmission Line or Pipeline R/W Area _____

Roads: _____

Class 1 (2 lane all season road) _____

Class 2 (Single Lane seasonal road) _____

Building Areas X

Forest Land (Not classified) _____

Other Areas _____

Total Land Not Used Primarily for Commercial Forest Production _____

- D. TOTAL AREA OF PARCEL

36 20

PART B. (please review Bulletin #19 for additional information on completing Part B of this application)

Landowner must check one or more of the following categories under which eligibility is being sought:

For category 1 Grandfathered: no additional information is required unless the assessor requests more detailed information from which to make the decision to grant continued classification. Category 2 certifies that a Forest Management and Harvest Plan has been prepared for the parcel. Category 3, continued compliance; Forest Management and Harvest Plan must be reviewed and the parcel recertified every 10 years.

☐ 1. **GRANDFATHERED UNDER FORMER QUALIFICATIONS:** This option is only available for Parcels Classified on or before September 30, 1989. I hereby declare that I am managing the parcel primarily for the growth of forest products. I understand that I must comply with category 2 by December 31, 2000.

☒ 2. **FOREST MANAGEMENT AND HARVEST PLAN:** For new parcels and refiles certifying to Written Forest Management and Harvest Plan. I hereby swear that I am following the provisions of the Forest Management and Harvest Plan prepared for the parcel.

Name of Licensed Professional Forester: Dale N. GILMAN
(NOTE: FORESTER SIGNATURE NOT REQUIRED HERE)

Licensed Professional Forester Number 671

☐ 3. **RECERTIFICATION, EVIDENCE OF COMPLIANCE:** Inspection by Licensed Professional Forester. I hereby swear that I have inspected the parcel and that the owner is following the recommendations of the Management and Harvest Plan applicable.

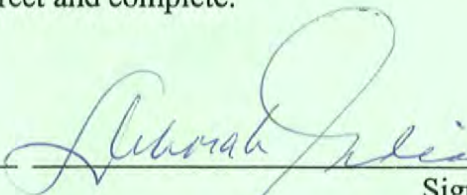
Name of Licensed Professional Forester _____

Licensed Professional Forester Number _____ Inspection Date _____

Signature of Licensed Professional Forester _____

NOTE: Transfer of ownership; land transferred to a new owner after September 30, 1989 requires that new owners comply with Category 2 within one year of transfer.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct and complete.

4/4/01 Date  Signature of Owner/Owners

NOTE: Landowners should pay particular attention to the provisions of 36 MRSA §581 which provides for substantial penalty upon the landowner for a change in use of forest land classified under the Tree Growth Tax Law.

☐ Approved ☐ Denied

PTA-452
7/99

Assessor's Signature

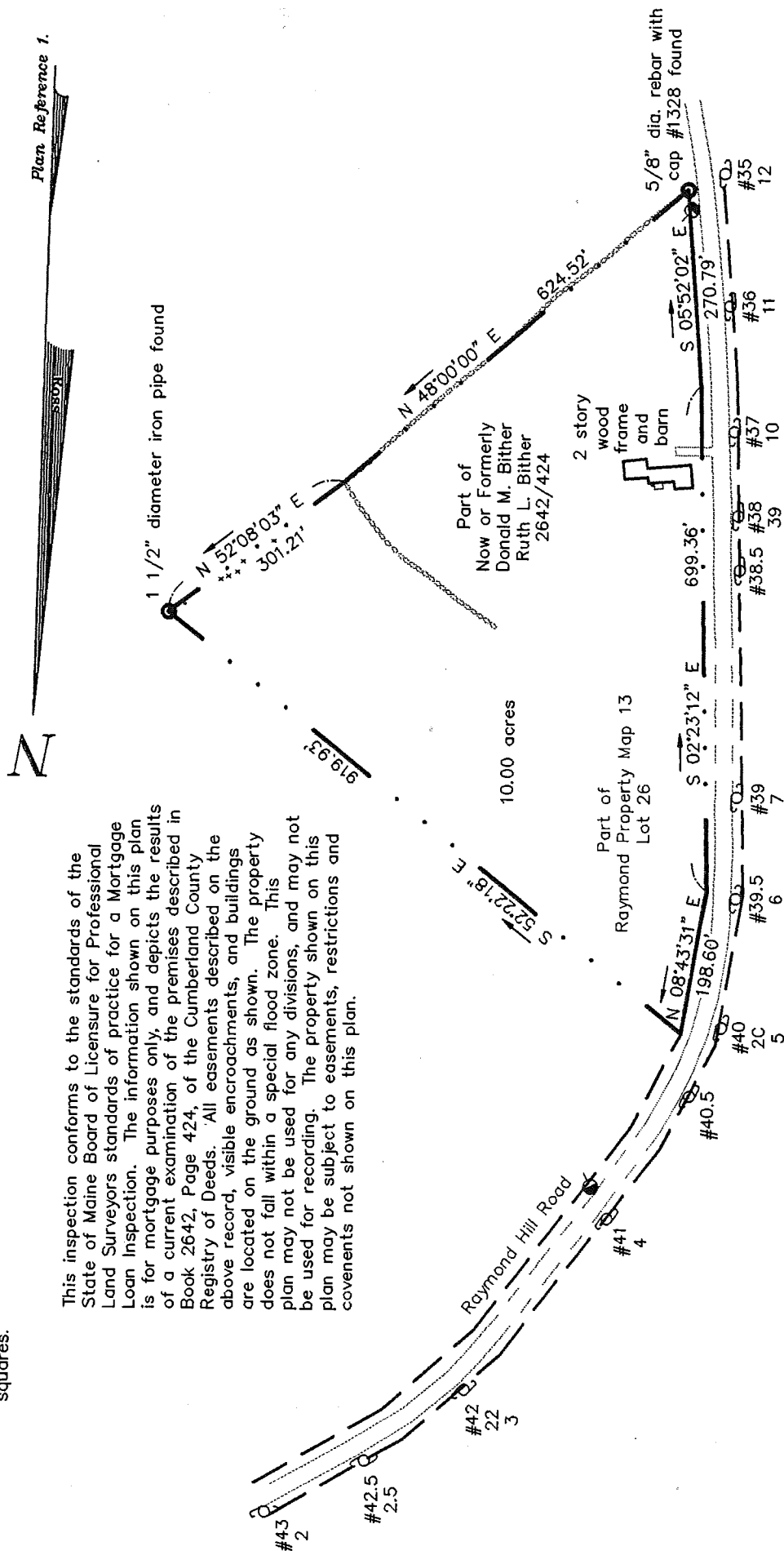
Date


Plan Reference:

The buildings, road, stone walls, barbed wire and monumentation shown on this plan were located by instrument from an open traverse, each traverse angle turned four times, and adjusted by least squares.

1. Forest Type Map for Me. Tree Growth Mgmt. Plan
Property of Donald M. & Ruth L. Bither 179 Raymond
Hill Rd., Raymond, Me. Dale N. Gilman Licensed
Forester #671. March 1994.

This inspection conforms to the standards of the State of Maine Board of Licensure for Professional Land Surveyors standards of practice for a Mortgage Loan Inspection. The information shown on this plan is for mortgage purposes only, and depicts the results of a current examination of the premises described in Book 2642, Page 424, of the Cumberland County Registry of Deeds. All easements described on the above record, visible encroachments, and buildings are located on the ground as shown. The property does not fall within a special flood zone. This plan may not be used for any divisions, and may not be used for recording. The property shown on this plan may be subject to easements, restrictions and covenants not shown on this plan.




Ross Boundary Surveys
108 Sawyer Road
Scarborough, Maine 04074
207-883-8583
August 12, 1998

Mortgage Loan Inspection Plan

This is NOT a boundary survey



Maine Tree Growth Tax RECERTIFICATION OF FOREST MANAGEMENT

November 15, 2012

Chase Custom Homes
John Chase
1 Percy Hawkes Road
Windham, Maine 04062

Dear Mr. Chase,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 016 Lot 098 in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel. **Failure to comply within 120 days of this notice will result in a supplemental assessment of \$500.** Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

To prevent a \$500 supplemental assessment from being assessed, you must either:

- A. Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- B. Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,

Curt E. Lebel
Assessors Agent, Town of Raymond

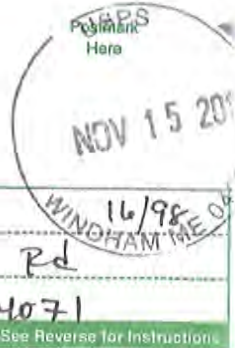
7011 0470 0001 0252 0413

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OFFICIAL USE

Postage	\$ 1.30
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.60



Sent To
Chase Custom Homes
Street, Apt. No.,
or PO Box No. 1 Percy Hawkes Rd
City, State, ZIP+4
Windham, ME 04071
PS Form 3800, August 2006 See Reverse for Instructions

Property Tax Map/Lot: 016-098

UNDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>Article Addressed to:</p> <p>John Chase 1 Percy Hawkes Rd Windham, ME 04062</p>		<p>A. Signature X <i>Wade R. Fleming</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Wade R. Fleming</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>Article Number (Transfer from service label)</p> <p>Form 3811, February 2004</p>		<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>Domestic Return Receipt</p> <p>JOHN CHASE Chase Custom Homes 1 Percy Hawkes Road Windham, ME 04062</p>		<p>7011 0470 0001 0252 0000</p> <p>102595-02-M-1540</p>	

Curt Lebel
Contract Assessor
curt.lebel@raymondmaine.org

Rescue/Dispatch
(Emergency) 655-7851

Public Works Garage
655-2018

November 3, 2011

Re: Tree Growth Recertification Notice Map: 016
Lot: 098

Dear Mr. Chase,

Greetings. I am writing to you today to give notice and reminder that the parcel owned by you, designated as tax map 016, lot 098 is scheduled for recertification in the state tree growth use program. The Parcel was last recertified on February 23, 1999. Maine Law requires recertification and update at least every 10 years. Additionally, tree growth needs to be recertified one year after transfer of ownership. I have attached Title 36 Section 574-B, which outlines this requirement, an application for Tree Growth recertification and a copy of the Maine Revenue Services tax bulletin.

A completed application for recertification along with map of the designated area must be filed with the assessor's office on or before April 1, 2012. Failure to recertify the parcel will result in a withdrawal penalty under M.R.S.A Title 36 § 581, which could include substantial financial penalties.

This notice is made in accordance with M.R.S.A Title 36 § 581 subsection (1-A) and is intended to permit the owner a minimum of 120 days to meet the deadline established by Title 36 § 574-B.

If you have any questions or concerns about this matter, please feel free to contact my office at 207-655-4742 extension 25.

Sincerely,



Curt E. Lebel
Assessor, Town of Raymond



Assessing Office
401 Webbs Mills Road Raymond, Maine 04071
elizabeth.cummings@raymondmaine.org

January 31, 2007

Chase Custom Homes
1 Percy Hawkes Road
Windham, ME 04062

Dear Chase Custom Homes,

Congratulations on your purchase of land in the Town of Raymond. The parcel known as Map 16, Lot 98 in the Town of Raymond has been classified as Tree Growth land since 1979.

Land assessed in this manner is subjected to certain requirements for classification. The Tree Growth program requires that anyone purchasing classified land must submit a new application and a forest management plan within one year of the date of transfer. If the owner fails to meet this obligation the land can be removed from Tree Growth classification.

This letter is written to provide you with an opportunity to comply with the requirements of Tree Growth tax law. Failure to submit a revised application will disqualify the parcel from Tree Growth classification. State law requires the Raymond Assessors to apply a withdrawal penalty when land under Tree Growth classification no longer qualifies.

If you have further questions, I can be reached at the above address or phone number.

Sincerely,

Elizabeth R. Cummings
Assessor's Assistant
Town of Raymond

Enclosures: Bulletin #19
Current Use Program

This schedule is to be filed in duplicate on or before April 1 of the year in which classification is requested. This schedule is also to be utilized by the landowner in reporting changes in forest types. Detailed instructions on completing this application are found in Property Tax Bulletin Number 19.

MAINE TREE GROWTH TAX LAW

(Title 36, M.R.S.A., Sections 571 through 584-A)

SCHEDULE FOR CLASSIFICATION OF LAND AS FOREST LAND

PART A.

1. Name of Owner(s) Theron F. & Beverly A. Hamilton
2. Mailing Address 11 Cumberland Rd., North Yarmouth (207) 829-3559
Number and Street Phone Number
Cumberland Ctr. Maine 04021
Post Office State Zip Code
3. Location of Parcel Raymond Cumberland
Township or Municipality County
4. Identification of Parcel 16 98
Tax Map Plan Lot
- Structures or Improvements on Parcel ☒ ☒ ☒ No First Year of Acceptance 1979
(Please check one) NO NEW SKECH PLAN
96 + Survey (Express figures to nearest acre)
5. A. FOREST TYPE LAND
- | | |
|------------------------|-------|
| Softwood Type | ..... |
| Mixed Wood Type | ..... |
| <u>Hardwood Type</u> | ..... |
| Total Forest Type Land | ..... |
- 9.05-03 removed 0.085a to 13-42 not part of plan 48 7.8 A
- B. LAND UNSUITABLE FOR COMMERCIAL FOREST PRODUCTION
- | | |
|--|-------|
| Natural Water Areas (lakes, ponds, rivers, etc.) | ..... |
| Man-Made Water Areas (reservoirs, etc.) | ..... |
| Wetlands and Barrens (swamp, marsh, ledge, etc.) | ..... |
| Total Land Unsuitable for Commercial Forest Production | ..... |
- C. LAND NOT USED PRIMARILY FOR COMMERCIAL FOREST PRODUCTION
- | | |
|--|-------|
| Vacant Unforested Land | ..... |
| Agricultural Land | ..... |
| Gravel Pits, Quarry or Mine Areas | ..... |
| Transmission Line or Pipeline R/W Area | ..... |
| Roads | ..... |
| Building Areas | ..... |
| Forest Land (Not Classified) | ..... |
| Other Areas | ..... |
| Total Land Not Used Primarily for Commercial Forest Production | ..... |
- 2001 sold 3AL to create 96C 74 10 A 17 96 A 96
- D. TOTAL AREA OF FOREST LAND PARCEL

PART B. (please review Bulletin #19 for additional information on completing Part B of this application)

Landowner must check one or more of the following categories under which eligibility is being sought:

For category 1 no additional information other than time extension is required at time of reapplication unless the assessor requests more detailed information from which to make his decision to grant continued classification. Category 2 certifies that a Forest Management and Harvest Plan has been prepared for the parcel. Category 3, continued compliance; Forest Management and Harvest Plan must be updated and recertified every 10 years.

☐ 1. **REQUEST TO CONTINUE UNDER FORMER QUALIFICATIONS:** This Option is only available for Parcels Classified on or Before April 1, 1989. I hereby declare that I am managing the parcel primarily for the growth of forest products. I request a time extension to obtain the required Management and Harvest Plan. Time extension _____ (not to exceed April 1, 1999).

☒ 2. **FOREST MANAGEMENT AND HARVEST PLAN:** For parcels which have the required Written Forest Management and Harvest Plan. I hereby swear that I am following the provisions of the Forest Management and Harvest Plan prepared for the parcel.

☒ 3. **RECERTIFICATION, EVIDENCE OF COMPLIANCE:** Inspection by a Registered Professional Forester. I hereby swear that I have inspected the parcel and that the owner is following the recommendations of the Management and Harvest Plan applicable.

Name of Registered Professional Forester..... Rene D Noel Jr......

Registered Professional Forester Number..... 325..... Inspection Date.....

Signature of Registered Professional Forester..... See Plan on Appl for 16/99.....

NOTE: Transfer of ownership; land transferred to a new owner requires that new owners comply with Category 2 within one year of transfer.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct and complete.

..... Feb. 23, 1990
Date

..... Beverly A. Hamilton
Signature of Owner/Owners

NOTE: Landowners should pay particular attention to the provisions of 36 MRS §581 which provides for a substantial penalty upon the landowner for a change in use of forest land classified under the Tree Growth Tax Law.

99 ALL 30 AC in TG
Separate application

40

40
1 AC

MAP 13
LOT 75
18 AC
near in TG

44

085, G



Maine Tree Growth Tax RECERTIFICATION OF FOREST MANAGEMENT

November 15, 2012

Chase Custom Homes
John Chase
1 Percy Hawkes Road
Windham, Maine 04062

Dear Mr. Chase,

Maine Law states that for a parcel of land to remain in the Tree Growth Program, the landowner must submit a statement every ten (10) years from a licensed professional forester stating that the landowner has managed the parcel in accordance with the forest management and harvest plan and that a forest management and harvest plan is in place for at least the next ten (10) years (36 MRSA §574-B(2)). Additionally, the landowner must provide an attestation that the landowner's primary use for the Tree Growth classified portion of the parcel is to grow trees to be harvested for commercial use pursuant to §547-B(4).

Our records indicate that your parcel of land located at Tax Map 016 Lot 099 in Raymond Maine is currently enrolled in the Tree Growth Tax Law Program and that the forester's statement of compliance together with the landowner's attestation are now due.

Pursuant to Title 36 MRSA §581(1-A), you are hereby notified of your requirement to provide the forester's statement of compliance together with the landowner's attestation for the above named parcel.

Failure to comply within 120 days of this notice will result in a supplemental assessment of \$500. Your forest land will continue to be classified in the Tree Growth Program, however continued non-compliance will result in an additional \$500 penalty.

To prevent a \$500 supplemental assessment from being assessed, you must either:

- A. Comply with the recertification requirements of 36 MRSA §574-B(2) & (4) stated above; or
- B. Transfer your parcel to the Open Space classification.

You must do one of the above prior to March 15, 2013

If you are unclear of the requirements mentioned above, please contact me at (207) 655-4742.

Sincerely,

Curt E. Lebel
Assessors Agent, Town of Raymond

7011 0470 0001 0252 0420

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OFFICIAL USE

Postage	\$ 1.30
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.80

Postmark: NOV 15 2012

Sent To: Chase Custom Homes
Street, Apt. No., or PO Box No.: 1 Percy Hawkes Rd
City, State, ZIP+4: Windham ME 04062

PS Form 3800, August 2006 See Reverse for Instructions

Property Tax Map/Lot: 016-099

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> <i>Wade R. Fleming</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>John Chase</i> <i>1 Percy Hawkes Rd</i> <i>Windham, ME</i> <i>04062</i></p>		<p>B. Received by (Printed Name) <i>Wade R. Fleming</i></p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

Curt Lebel
 Contract Assessor
 curt.lebel@raymondmaine.org

re/Dispatch
 ncy) 655-7851

Public Works Garage
 655-2018

November 3, 2011

Re: Tree Growth Recertification Notice Map: 016
 Lot: 099

Dear Mr. Chase,

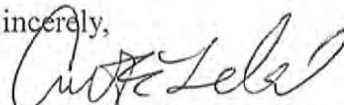
Greetings. I am writing to you today to give notice and reminder that the parcel owned by you, designated as tax map 016, lot 099 is scheduled for recertification in the state tree growth use program. The Parcel was last recertified on February 23, 1999. Maine Law requires recertification and update at least every 10 years. Additionally, tree growth needs to be recertified one year after transfer of ownership. I have attached Title 36 Section 574-B, which outlines this requirement, an application for Tree Growth recertification and a copy of the Maine Revenue Services tax bulletin.

A completed application for recertification along with map of the designated area must be filed with the assessor's office on or before April 1, 2012. Failure to recertify the parcel will result in a withdrawal penalty under M.R.S.A Title 36 § 581, which could include substantial financial penalties.

This notice is made in accordance with M.R.S.A Title 36 § 581 subsection (1-A) and is intended to permit the owner a minimum of 120 days to meet the deadline established by Title 36 § 574-B.

If you have any questions or concerns about this matter, please feel free to contact my office at 207-655-4742 extension 25.

Sincerely,



Curt E. Lebel
 Assessor, Town of Raymond



Assessing Office
401 Webbs Mills Road Raymond, Maine 04071
elizabeth.cummings@raymondmaine.org

January 31, 2007

Chase Custom Homes
1 Percy Hawkes Road
Windham, ME 04062

Dear Chase Custom Homes,

Congratulations on your purchase of land in the Town of Raymond. The parcel known as Map 16, Lot 99 in the Town of Raymond has been classified as Tree Growth land since 1979.

Land assessed in this manner is subjected to certain requirements for classification. The Tree Growth program requires that anyone purchasing classified land must submit a new application and a forest management plan within one year of the date of transfer. If the owner fails to meet this obligation the land can be removed from Tree Growth classification.

This letter is written to provide you with an opportunity to comply with the requirements of Tree Growth tax law. Failure to submit a revised application will disqualify the parcel from Tree Growth classification. State law requires the Raymond Assessors to apply a withdrawal penalty when land under Tree Growth classification no longer qualifies.

If you have further questions, I can be reached at the above address or phone number.

Sincerely,

Elizabeth R. Cummings
Assessor's Assistant
Town of Raymond

Enclosures: Bulletin #19
Current Use Program

This schedule is to be filed on or before April 1 of the year in which classification is requested. This schedule is also to be utilized by the landowner in reporting changes in forest types. Detailed instructions on completing this application are found in Property Tax Bulletin Number 19.

MAINE TREE GROWTH TAX LAW

(Title 36, M.R.S.A., Sections 571 through 584-A)

SCHEDULE
FOR CLASSIFICATION OF LAND AS FOREST LAND

PART A.

1. Name of Owner(s) Theron F. & Beverly A. Hamilton Mgmt Plan 1999
2. Mailing Address P.O. Box 158 B.F.D. #2 829-3559
Number and Street Phone Number
Cumberland Ctr. Me. Maine 04021
Post Office State Zip Code
3. Location of Parcel Raymond Cumberland
Township or Municipality County
4. Identification of Parcel 14 99 23
Tax Map Plan Lot

Structures or Improvements on Parcel ☐ Yes ☒ No
(Please check one)

5. A. FOREST TYPE LAND

Softwood Type
Mixed Wood Type
Hardwood Type

Total Forest Type Land

(Express figures to nearest acre)

mod Per plan "95" 30 30
DAN LAFORTA LLC 30 30

B. LAND UNSUITABLE FOR COMMERCIAL FOREST PRODUCTION

Natural Water Areas (lakes, ponds, rivers, etc.)
Man-Made Water Areas (reservoirs, etc.)
Wetlands and Barrens (swamp, marsh, ledge, etc.)

Total Land Unsuitable for Commercial Forest Production

C. LAND NOT USED PRIMARILY FOR COMMERCIAL FOREST PRODUCTION

Vacant unforested land
Agricultural Land
Gravel Pits, Quarry or Mine Areas
Transmission Line or Pipeline R/W Area
Roads
Building Areas
Forest Land (Not Classified)
Other Areas

Total Land Not Used Primarily for Commercial
Forest Production

D. TOTAL AREA OF FOREST LAND PARCEL

Not the Right one 30 96
Parcel 44

PART B. (Please review Bulletin #19 for additional information on completing Part B of this application)

Landowner must check one (1) of the following categories under which eligibility is being sought: (Landowners with parcels of less than 100 acres may choose any of the categories, landowners with parcels of greater than 100 acres may choose from categories 1, 2, and 3).

For categories 1, 2, and 4 no additional information is required at time of application unless the assessor requests more detailed information from which to make his decision on classification. Category 3 requires submission of a forest management plan.

- ☐ 1. Business. I hereby swear that I am engaged in the business of selling or processing forest products and that this parcel is used in such business.
- ☒ 2. Inspection by a Registered Professional Forester. I hereby swear that the parcel has been inspected by a Registered Professional Forester within the last 5 years and that I am following the recommendations of that forester.
- A. Name of Registered Professional Forester... *Rene D. Noel, Jr.*...
- B. Registered Professional Forester Number... *# 325*...
- C. Date of Inspection... *Feb. 29, 1982*...
- ☐ 3. Written Forest Management Plan for Commercial Use. I hereby swear that I am following the provisions of the forest management plan I have submitted for commercial use for the parcel.
- ☐ 4. Land of Less than 100 Acres. I hereby certify that I am managing this parcel according to accepted forestry practices designed to produce trees having commercial value.

Under penalties of perjury, I declare that I have examined this application and to the best of my knowledge and belief, it is true, correct and complete.

6. *3-3-82*
Date

Theron L. Hamilton Beverly A. Hamilton
Signature of Owner/Owners

NOTE: Landowners should pay particular attention to the provisions of 36 M.R.S.A., section 581 which provides for a substantial penalty upon the landowner for a change in use of forest land classified under the Tree Growth Tax Law.

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

Subject: RE: crown raymond (bun 816709) grant of easement

Date: Mon, 8 Apr 2013 15:45:43 +0000

From: Peter J. Van Hemel <pvanhemel@bernsteinshur.com>

To: Danielle Loring <danielle.loring@raymondmaine.org>

CC: Don Willard <don.willard@raymondmaine.org>, Shana Cook Mueller <smueller@bernsteinshur.com>, Philip Saucier <psaucier@bernsteinshur.com>

Good morning, Danielle – I attach the proposed final version of the Crown easement for the Patricia Avenue Extension cell tower site together with a “redline” version showing all changes that have been negotiated versus the original form offered by Crown, and will provide a brief summary below of the final document and the edits resulting from negotiations with Crown. As now drafted with all changes accepted, I recommend that the Town accept the easement.

The attached document is designed to replace the existing lease at the site with a permanent easement to Crown in exchange for a one-time payment of \$900,000 from Crown to the Town of Raymond. You may note that the document is entitled as a “Grant of Easement and Assignment of Lease,” since there is a provision in the document by which the Town’s current (landlord) interest under the lease is assigned to the grantee of the easement, a Crown-controlled entity called Global Signal Acquisitions IV, LLC. The tenant under the lease is a different entity, and Crown is keeping the lease alive and technically on the books, so to speak, between its own related and controlled landlord and tenant “in-house” entities. There are a number of accounting and legal reasons why Crown might choose to do this, none of which matter at all from the Town’s perspective. As far as the Town is concerned, the grant of easement to give Crown control of the site for tower purposes is the end of the Town’s involvement as a landlord, and the site is being functionally turned over to Crown on a permanent basis (with limited exceptions) for Crown’s own use as a tower site.

The main focus of the efforts in negotiations with Crown over the easement document were to conform the provisions of their typical easement with the unique situation presented by having a municipality as the grantor of the rights. Crown’s original document reflected the more typical situation of having a private party grantor and large portions of it were legally inapplicable to the Town of Raymond. For example, numerous changes throughout the document were required to make sure that the Town’s agreement to the easement did not modify or in any way effect the Town’s role in issuing or enforcing permits and land use regulations against Crown, including application of the Town’s existing tower ordinance (see changes to Sections 3, 5, 8, 10, and 21), and the allocation and/or collection of real and personal property taxes (Section 12). In addition, modifications to the form were made to ensure that the Town’s liability remains subject to the provisions of the Maine Tort Claims Act (Section 17), and that the Town would not be obligated to provide any title covenants or unnecessary representations and promises about the adequacy of the site (Sections 2, 6, and 18).

The remaining substantive changes are centered around the concept of having the easement revert to the Town if, at some future point, Crown or any successor of Crown ceases to operate the site as a communications tower and abandons it (Section 31). The settling point for that was that if Crown ceases to use the site for 5 years, the Town may commence a process to reclaim it. This guards against the long-term future obsolescence of tower-based communications technology.

Minor changes were also negotiated to assist the Town in the unlikely event that the Town is in default of its very limited obligations under the easement by softening the risk of default and extending the ability on the Town's part to cure any performance defaults that do occur (Section 14). Note, however, that the Town does not have material performance obligations under the easement, and its performance can mostly be thought of as a duty not to unreasonably interfere with or illegally disrupt the easement (Sections 19 and 21). These are actually obligations that the Town has anyway under background Maine common law and the drafting of these obligations in the document does not create any new legal burden that the Town would not already have under any easement.

In reviewing our invoices, my time on this file amounted to 16.7 hours from 3/1/12 through today (not, however, including this email), for a total amount worked of \$4,153.50. This does not include other timekeepers who may have added slightly to that figure as Shana Cook Mueller and/or Phil Saucier worked with you on the warrant language or other items.

If you need any additional summary or details please let me know.

Regards,

-Pete

**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:	816709
Street Address:	90 Patricia Avenue
City:	Raymond
County:	Cumberland
State:	Maine

between

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

and

Town of Raymond, ME ("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 Town of Raymond, Maine, a municipal corporation with an address of 401 Webbs Mills Road, Raymond, Maine 04071 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV") with an address of _____. Wherever in this agreement the term "GSA IV" is used, it shall mean GSA IV, its successors or assigns.

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 3780, Page 201 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 Nine Hundred Thousand Dollars (\$900,000.00), 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 15,000 square 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, a 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, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. 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, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, 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 only 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. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.

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 except as provided herein. 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. The foregoing shall not constitute any waiver of any applicable performance standard(s) on the removal of wireless communications towers in the Town of Raymond, Maine, which shall remain in full force and effect.

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, provided, however, that, without accepting any liability for such condition, GSA IV acknowledges and accepts the condition that the Grantor's Property is a former solid-waste landfill. 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. Subject to and without waiver of the requirements of any applicable land use ordinance, 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 Lease dated

July 29, 1989 by and between Portland Cellular Partnership, as lessee, and Grantor, as lessor (as amended and assigned, "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. The exercise by GSA IV of any of the foregoing shall at all times be in compliance with and subject to applicable land use regulations, permit and approval requirements of the Town of Raymond, Maine and the foregoing assignment in no way constitutes, waives or replaces any approval or permit condition or requirement.

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 adjacent 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 and Personal Property Taxes. GSA IV acknowledges that Grantor is a tax exempt municipality. GSA IV agrees to reimburse Grantor for any real estate taxes levied against the Easement Area, GSA IV's interest hereunder, or the improvements thereupon; provided that GSA IV shall only reimburse Grantor for its proportionate share of real estate taxes levied solely as a result of GSA IV's use of the Easement Area. GSA IV reserves the right to challenge any such assessment. GSA IV shall pay all personal property taxes assessed against any equipment or taxable personal property installed by GSA IV (or its subtenants or licensees) in the Easement Area.

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, or such longer period as is reasonably necessary to cure such violations, provided Grantor has undertaken reasonably diligent cure efforts, GSA IV shall have the right to seek 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 or Grantor be liable to the other 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. The foregoing indemnification and hold harmless provisions of the Grantor contained in this agreement, notwithstanding anything else to the

contrary herein, shall not be considered to, and shall not, expand or create liability on the part of the Grantor to any person (including the persons so indemnified) for claims from which Grantor is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Grantor under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the municipality is maintaining (or required to maintain) at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied, then any loss or damages limit imposed by statute or otherwise. 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 GSA IV contained herein or (ii) any negligent act or omission of GSA IV (whether or not in breach hereof), excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Title. Grantor's release of rights hereunder shall be without covenant of title and shall be considered equivalent to a Municipal Quitclaim Deed as the same form is described under 33 MRSA § 775(11).

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 that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or

sub-easement holder's operation of their communications facilities 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 unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, 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. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.

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 Cumberland County, State of Maine.

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:

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

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 appurtenant to and shall run with the land, benefit and burden, as the case may be, the Easement Area and the Grantor's Property. 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 (subject to the terms hereof) 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. Attempted assignments in violation of this section shall be void and of no effect.

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.

31. Abandonment. If GSA IV abandons the Easement Area (abandonment being defined as the absence of any discernable site activity), and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV of Grantor's intent to declare the Easement Area abandoned and to terminate this Easement, and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. This Easement shall not terminate if within ninety (90) days after GSA IV's receipt of the written termination notice, GSA IV provides written notice to Grantor of its intent to reclaim the Easement Area. In the absence of such

notice, Grantor may record an affidavit attesting under oath to the abandonment of the Easement Area and the giving of the above notice without reply or statement of intent to reclaim having been given by GSA IV, and upon recording thereof, this Easement shall terminate.

[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.

Grantor:

Town of Raymond

By: _____

Name: _____

Title: _____

Date: _____

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

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

**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: 816709
Street Address: 90 Patricia Avenue
City: Raymond
County: Cumberland
State: Maine

between

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

and

Town of Raymond, ME ("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 Town of Raymond, Maine, a municipal corporation with an address of 401 Webbs Mills Road, Raymond, Maine 04071 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV") with an address of _____. Wherever in this agreement the term "GSA IV" is used, it shall mean GSA IV, its successors or assigns.

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 37863780, Page 201; 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 Nine Hundred Thousand Dollars (\$900,000.00), 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 15,000 square foot 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, a 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, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. 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, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, 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 only 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. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.~~

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: except as provided herein. 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. The foregoing shall not constitute any waiver of any applicable performance standard(s) on the removal of wireless communications towers in the Town of Raymond, Maine, which shall remain in full force and effect.

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(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.

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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 adjacent 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 and Personal Property Taxes. GSA IV acknowledges that Grantor shall pay all real estate taxes on Grantor's Property; provided is a tax exempt municipality. 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~~ the Easement Area, ~~GSA IV's interest hereunder, or the improvements thereupon; provided that GSA IV shall only reimburse Grantor agrees to provide GSA IV any documentation evidencing for its proportionate share of real estate taxes levied solely as a result of GSA IV's use of the increase and how such increase is attributable to GSA IV's use.~~ Easement Area. 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.~~ GSA IV shall pay all personal property 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 assessed against Grantor's Property with respect thereto any equipment or taxable personal property installed by GSA IV (or its subtenants or licensees) in the Easement Area.

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, or such longer period as is reasonably necessary to cure such violations, provided Grantor has undertaken reasonably diligent cure efforts. GSA IV shall have the right to seek 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 ~~or Grantor~~ be liable to ~~Grantor~~the other 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. The foregoing indemnification and hold harmless provisions of the Grantor contained in this agreement, notwithstanding anything else to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of the Grantor to any person (including the persons so indemnified) for claims from which Grantor is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Grantor under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the municipality is maintaining (or required to maintain) at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied, then any loss or damages limit imposed by statute or otherwise. 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; (whether or not in breach hereof), 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.~~

18. Grantor's Title. Grantor's release of rights hereunder shall be without covenant of title and shall be considered equivalent to a Municipal Quitclaim Deed as the same form is described under 33 MRSA § 775(11).

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; that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or sub-easement holder's operation of their communications facilities 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 unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, 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. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.~~

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 Cumberland County, State of Maine.

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:

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

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, appurtenant to and as such, are transferable, assignable, inheritable, divisible~~ shall run with the land, benefit and appurtenant burden, as the case may be, the Easement Area and the Grantor's Property. 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 (subject to the terms hereof) 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.~~ Attempted assignments in violation of this section shall be void and of no effect.

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.

31. Abandonment. If GSA IV abandons the Easement Area (abandonment being defined as the absence of any discernable site activity), and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV of Grantor's intent to declare the Easement Area abandoned and to terminate this Easement, and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. This Easement shall not terminate if within ninety (90) days after GSA IV's receipt of the written termination notice, GSA IV provides written notice to Grantor of its intent to reclaim the Easement Area. In the absence of such notice, Grantor may record an affidavit attesting under oath to the abandonment of the Easement Area and the giving of the above notice without reply or statement of intent to reclaim having been given by GSA IV, and upon recording thereof, this Easement shall terminate.

[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.

Grantor:
Town of Raymond

By: _____
Name _____
: _____

Title: _____

Date: _____

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

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

ANNUAL BUDGET/TOWN WARRANT

TO: Nathan White, a resident of the Town of Raymond, in the County of Cumberland and State of Maine.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Raymond, qualified by law to vote in Town affairs, to meet at the Jordan-Small Middle School gymnasium, in said Town of Raymond on Tuesday, June 4, 2013 at 7:00 P.M., then and there to act on the following articles:

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

ARTICLE 2: Shall Article 6, Section D of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012, and Article 16, Section G of the Town of Raymond Shoreland Zoning Provisions be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance
ARTICLE 6- BOARD OF APPEALS

D. Reductions from minimum setbacks

The Board of Appeals may grant reductions from the minimum setback requirements set forth in Article 4 of this Ordinance according to all of the following criteria:

2. Setback reduction appeals may only be granted and are only available for

- a. ~~Lots in existence as of 12/31/86: and~~
- b. ~~L~~ots with a residential dwelling as the principal structure.

Town of Raymond Shoreland Zoning Provisions
ARTICLE 16- ADMINISTRATION

G. Appeals

2. Variance Appeals- The Board of Appeals may grant reductions from the minimum setback requirements set forth in Section 15 (A) of these provisions according to all of the following criteria:

f. The Board of Appeals may grant reductions from the minimum setback requirements set forth in Section 15 (A) of these provisions according to all of the following criteria:

- 2) Setback reduction appeals may only be granted and are only available for
- i. ~~Lots in existence as of 12/31/86; and~~
 - ii. Lots with a residential dwelling as the principal structure.

Description: The Zoning Board of Appeals has requested that the December 31, 1986 condition for setback reductions be removed in order to allow setback reductions for all lots. The Town Attorney has researched the date and concluded that it was an arbitrary date and that removing it would not harm the integrity of the ordinances.

Key Changes:

- Remove 12/31/86 from both the Land Use Ordinance and the Shoreland Zoning Provisions, meaning that lots created after would qualify to apply for a setback reduction.

The Planning Board makes no recommendation.

The Selectmen make no recommendation.

ARTICLE 3: Shall Article 8B of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012 be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance

ARTICLE 8 – MODIFICATIONS

B. Net Residential Density Calculation

The total number of lots or dwelling units allowed on a tract or parcel of land shall be determined by dividing the area remaining after Net Residential Area deductions are made by the minimum lot size for the zoning district where the parcel or tract of land is located. The number shall be rounded down to the nearest whole number. *[Amended 8/7/07]*

~~Notwithstanding the above, the total number of lots or dwelling units allowed on a tract or parcel of land or a portion of a tract or parcel of land that was rezoned from the Limited Residential/Recreation District LRR1 to the Rural District R on June 1, 2010 shall be determined by dividing the area remaining after Net Residential Area deductions are made by two. The number shall be rounded down to the nearest whole number. A determination that land was within the Limited Residential/Recreation District LRR1 prior to June 1, 2010 shall be made by the Planning Board based on a survey plan provided by the property owner or development applicant prepared by a licensed surveyor which demonstrates that the land in question was within the Limited Residential/Recreation District LRR1 prior to being rezoned on June 1, 2010. At a minimum, the survey plan shall show 1) all streams, as defined in the Raymond Shoreland Zoning Ordinance prior to June 1, 2010 (“A perennial free-flowing body of water, other than a river, as depicted on the most recent edition of a United States Geological Survey 7.5-minute series topographic map, or if not available, a 15 minute series topographic map”) on the tract or parcel; and 2) all land areas within 100 feet, horizontal distance, of the normal high-water line of a stream. *[Adopted 6/1/10]*~~

Notwithstanding the above, if a lot, or a portion of a lot, was a lot of record prior to June 1, 2010, and as such that lot, or a portion of that lot, was rezoned from Limited Residential/Recreation District (LRR1) to Rural District (R), it shall be determined that the landowner(s) of record prior to June 1, 2010 shall maintain the lot area standards set forth in the LRR1 District as they existed prior to June 1, 2010, so long as the owner retains or divides the lot under the allowed subdivision exemptions standards as defined under Title 30-A Section 4401 of the Maine Revised Statutes Amended. A decision regarding whether the land was located within the LRR1 District prior to the June 1, 2010 amendment may be determined by the Code Enforcement Officer.

If there is a discrepancy regarding the zone boundary, or the existence of the lot prior to June 1, 2010 by the CEO, the CEO may request a plan prepared by a licensed surveyor that demonstrates that the land in question was within the LRR1 District prior to being rezoned on June1, 2010.

At a minimum, the survey plan shall include:

- 1) All streams, as defined in the Raymond Shoreland Ordinance;
- 2) And all land areas within 100 feet, horizontal distance, of the normal highwater line of a stream.

Any further transference or creation of lots on the affect lots, meeting the definition of subdivision after June 1, 2010, must meet all the minimum standards of the Rural District.

Description: In June 2010, the Town passed an amendment to the Land Use Ordinance that officially established the new classification of Stream Protection District (SP). As a result of this change, some lots, or portions of lots, that were previously classified under Limited Residential Recreation 1 (LRR1) were reclassified as Rural (R). The Net Residential Density Calculation (Article 8B) in the Raymond Land Use Regulations allows for two-acre lots in the LRR1 District, and three-acre lots in the R Districts. Since the resulting density allowance for the newly reclassified parcels would become more restrictive, language was added in Article 8B that intended to “grandfather” lots affected in the district change. However, as an unintended consequence, the amendment only applies to applicants seeking a determination from the Planning Board, and does not apply to the subdivision of a single lot. Therefore, for the upcoming 2013 Town meeting, the Planning Board is proposing this language be redrafted to “grandfather” any legal subdivision of lots, if the lot was in existence and owned by the same landowner of record prior to June 1, 2010.

Key Changes:

- Paragraph regarding “grandfathered” lots has been redrafted to include subdivisions exempt from Planning Board approval.

The Planning Board makes no recommendation.

The Selectmen make no recommendation.

ARTICLE 4: Shall Article 9T and Article 12 of the Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012, and Article 3 of the Town of Raymond Subdivision Ordinance, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance

ARTICLE 9 – MINIMUM STANDARDS

T. Back Lots and Back Lot Driveways [Adopted 5/18/02]

Back lots may be developed for single-family residential use if they are served by a back lot driveway approved by the Planning Board (hereinafter the “Board”) Reviewing Authority pursuant to with the following provisions:

Reviewing Authority. The Reviewing Authority is defined as the Code Enforcement Officer (CEO) or Planning Board. The CEO may grant permit approval under the provisions of this section, however Planning Board permit approval shall be required for any application seeking a waiver of any submission requirements or any criteria of this section which are allowed to be waived. The CEO may require that any application be reviewed for approval by the Planning Board if, in the opinion of the CEO, the staff review is unable to adequately resolve all relevant issues raised by the Back Lot Driveway application.

1. The back lot driveway must be located within a right-of-way with a minimum width of 50 feet. The Planning Board may approve a back lot driveway right-of-way with a minimum width of 40 feet if it determines that no alternative exists. The right of way must be conveyed by deed recorded in the Cumberland County Registry of Deeds to the owner of the back lot.
2. A legal description of the back lot right-of-way by metes and bounds shall be attached to any building permit application for construction on the back lot.
3. A back lot right-of-way shall be created only over a front lot that ~~is conforming to meets~~ public road ~~street~~ frontage ~~requirements along a street that is and lot size consistent with Town~~ construction and design standards for a public or private street. ~~Lot dimensional size~~ requirements shall be consistent with the Town of Raymond Land Use Ordinance at the time of creation of the right of way. That portion of the front lot within the right of way shall be considered part of the front lot for purposes of space and bulk regulations. ~~The back lot right-of- way shall be considered the front of the lot for the purposes of determining the front~~ setbacks for both the existing and newly created lot(s). Existing buildings on the front lot need only be set back from the right-of-way by a distance equivalent to the minimum side setback in the applicable zoning district. For front lots that are vacant on the effective date of this ordinance, access to future buildings on the front lot shall be from the right of way. For the purposes of this section, the portion of the back lot driveway within the back lot may not be used to satisfy the back lot’s minimum lot area requirement, and the applicable frontage requirement for the back lot shall be met by the portion of the back lot driveway within the back lot.
4. A back lot driveway shall originate ~~from a street at a public road~~ constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private street. ~~The back lot driveway design shall include a turnaround layout that meets the design standards in the Town of Raymond Street Ordinance and that will accommodate safe emergency vehicle access to the lot and shall provide any back lots on the back lot driveway with direct access to a public road. A private street shall meet the minimum private street standards for the section of road 300 feet on both sides of the intersection where the back lot driveway originates. The~~

Planning Board may waive this requirement to no less than 200 feet, if deemed adequate to maintain a safe site distance.

5. If the front lot is already developed, the existing driveway shall be relocated to the back lot right of way unless there exists a minimum of 100 feet between the existing driveway and the newly proposed right of way, or the Planning Board determines that it such relocation is prohibited by site conditions or the orientation of existing buildings.
6. A back lot driveway shall serve no more than two back lots unless it is improved to meet the standards for private streets in Section 5.5 of the Raymond Street Ordinance. ~~No more than one back lot served by the same back lot driveway shall be created during any 5-year period.~~ In the event the creation of both back lots are not part of the same approved plan, prior to the creation of a second back lot, the applicant shall submit for review and approval a proposed revision of the back lot driveway plan previously approved by the ~~Board~~ Reviewing Authority and a plan for driveway maintenance as described in paragraph 7.
7. If more than one residence is to have access to the back lot driveway, the application shall include a plan setting forth how the street and associated drainage structures and required buffers and stormwater management facilities are to be maintained. Responsibility may be assigned to a lot owners association or to lot owners in common through provisions included in the deeds for all lots that will utilize the back lot driveway for access. The applicant shall submit appropriate legal documentation such as proposed homeowners association documents or proposed deed covenants for ~~Board~~ Reviewing Authority review. This documentation must address specific maintenance activities such as summer and winter maintenance, long-term improvements and emergency repairs and include a mechanism to generate funds to pay for such work.
8. No more than one back lot right-of-way may be created out of a single front lot unless each subsequent right-of-way is created out of at least an additional amount of frontage as required in the applicable zoning district. The entrances of such rights of way onto the ~~public~~ existing road shall be separated by a distance equivalent to at least the required frontage in the zoning district plus half the right of way width.
9. ~~Each dwelling constructed on a back lot shall be set back at least 200 feet from public roads.~~
10. ~~A back lot driveway must conform to the minimum sight distance of Section 5.8 of the Raymond Street Ordinance.~~
- ~~419.~~ The back lot must comply with all space and bulk regulations in the applicable zoning district as well as the lot standards of Article 9, Section U of the Town of Raymond Land Use Ordinance.
- ~~4210.~~ The minimum travel way width of a back lot driveway shall be 12 feet with 1 foot shoulders. The maximum grade shall be 12 percent, with a maximum grade of 3 percent for the first 50 feet. The minimum grade shall be 0.5%. The roadway crown shall be ¼" per one foot, except that the roadway crown shall be ½ " per one foot for unpaved or gravel road surfaces. The minimum angle of the intersection of the back lot driveway with the roadway shall be 75 degrees.

~~4311.~~ All applications for a back lot driveway to be submitted for review by the ~~Planning Board~~ Reviewing Authority shall include the following information:

- a. Names of applicants and owners of land for the location of the proposed back lot driveway.
- b. A statement of any legal encumbrances on the land and a statement regarding any waivers requested for the location of the back lot driveway.
- c. The anticipated starting and completion dates.
- d. The plans shall be prepared by a registered land surveyor or engineer and shall include the following:
 - i. Date, scale and magnetic or true north point.
 - ii. Locations of all existing and proposed overhead and underground utilities including, but not limited to, water, sewer, electricity, telephone, fuel storage, lighting and cable television.
 - iii. The plan shall include any back lots that are to be accessed by the proposed back lot driveway. Such lots shall conform to the requirements of Section U. and the plan shall include lot bearings, distances and proposed monumentation.
 - iv. Plans shall include a plan view and typical cross-section of the proposed back lot driveway including a locus map with the locations of any streets or driveways located within 300 feet.
 - v. Kind, size, location and material of all existing and proposed drainage structures and their location with respect to the existing natural waterways and proposed drainage ways. ~~The Board may require that such~~ All drainage structures shall be designed and sized in accordance with a stormwater management plan prepared by a registered professional engineer in conformance with the requirements of Article 9, Section U.5 of the Town of Raymond Land Use Ordinance. If deemed appropriate by the Planning Board, an applicant may meet the requirements of the Point System by allowing the use of land on abutting lots with proof of easement and a legally binding agreement assigning specific maintenance duties and responsibilities.
 - vi. ~~A phosphorous impact plan in conformance with the requirements of Section U. 5.~~ A phosphorous impact plan must be included in the application package in conformance with the requirements of Article 9, Section U. 5. of the Raymond Land Use Regulations for a back lot driveway entirely or partially located within 600 feet (horizontal distance) of the normal high water line of a great pond or river, 250 feet (horizontal distance) of the upland edge of a freshwater wetland, or 100 feet (horizontal distance) of the normal highwater line of a stream, unless otherwise triggered by State or Federal law.
 - vii. A soil erosion and sedimentation control plan in conformance with the requirements of Article 9 Section U.6., of the Raymond Land Use Ordinance.

~~1412.~~ If the Board Reviewing Authority determines that due to site conditions, proximity of nearby uses, traffic conditions or similar circumstances that a public hearing is advisable, the CEO may refer the application to the Planning Board, which may schedule a public hearing at its next regularly scheduled meeting. The applicant shall submit plans and design information within at least twenty-one (21) days prior to a scheduled Planning Board hearing. The Board shall cause notice of the date, time and place of such hearing to be given to the applicant and all property owners abutting the proposed back lot driveway and lots that are to be accessed by the back lot driveway, to be published in a newspaper of general circulation in the Town of Raymond at least 7 days prior to the hearing.

~~1513.~~ The Board Reviewing Authority shall review the application and determine whether it complies with the requirements of this Section. The Board Reviewing Authority shall grant or deny approval on such terms and conditions, as it may deem advisable to satisfy all applicable ordinances. In all instances, the burden of proof shall rest upon the applicant. In issuing its decision, the Board Reviewing Authority shall make a written finding of fact establishing that the application does or does not meet the provisions of applicable ordinances. The Board Reviewing Authority shall sign the approved plan. The applicant must record the approval in the Cumberland County Registry of Deeds within 30 days of approval. If the applicant does not record the approval within 30 days of approval, then the approval becomes void unless the recording period is extended by the Board Reviewing Authority of good cause shown.

14. For front lots that are vacant on the effective date of this ordinance, access to future buildings on the front lot shall be from the back lot driveway right of way. For the purposes of this section, the portion of the back lot driveway within the back lot may not be used to satisfy the back lot's minimum lot area requirement, and the applicable frontage requirement for the back lot shall be met by the portion of the back lot driveway within the back lot.

ARTICLE 12 - APPLICABILITY AND DEFINITION OF TERMS USED IN THIS ORDINANCE

Words used in the present tense include the future tense; words used in the singular include the plural, and words used in the plural include the singular. The word "shall" is always mandatory. The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual. The word "lot" includes the word "plot" or "parcel". The words "used" or "occupied" as applied to any land or building, shall be construed to include the words, "intended, arranged, or designed to be used or occupied."

Except as specifically defined herein, all words in this Ordinance shall carry their customary dictionary meanings. For the purposes of this Ordinance, certain words or terms used herein are to be construed or defined as follows:

Back Lot Driveway - A driveway within a defined location serving access and frontage purposes for no more than two back lots and which originates ~~at a~~ from a street constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private street, public road Town accepted street or from a road constructed in accordance with the Town of Raymond Street Ordinance standards for a private street.

~~Street – Any public way or thoroughfare for the conveyance of motor vehicles whether in existence as an accepted Town street or road used as a public way or set aside for such use in a platform, etc. A~~

public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with the Town of Raymond Street Ordinance, or a private street as defined in this ordinance. The word "street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

Minor Street- A street designed to serve as primary residential access, and which meets the design standards for Public Streets as outlined in Section 5.5 of the Town of Raymond Street Ordinance.

Private Street- A street designed to serve as primary access to two or more residential lots, which is built to standards as outlined in Section 5.5 Street Design Standards of the Town of Raymond Street Ordinance. Private Streets are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public road standards as determined by the Public Works Director and a State of Maine Professional Engineer.

Town of Raymond Subdivision Ordinance

ARTICLE 3 – DEFINITIONS

In general, words and terms used in these Standards shall have their customary dictionary meanings. More specifically, certain words and terms used herein are defined as follows:

~~Street - The word "street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.~~ A public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with the Street Ordinance, or a private street as defined in this ordinance. The word "street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

Minor Street- A street designed to serve as primary residential access, and which meets the design standards for Public Streets as outlined in Section 5.5 of the Town of Raymond Street Ordinance.

Private Street - A street designed to serve as primary access to two or more residential lots, which is built to standards as outlined in Section 5.5 Street Design Standards of the Town of Raymond Street Ordinance. Private Street are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public Street standards as determined by the Public Works Director and a State of Maine Professional Engineer.

Description: Amendments allowing the CEO more authority to approve Back Lot Driveways were proposed for the June 2012 Town Warrant. Due to additional questions and items relating to the regulations raised by the public during the January 25, 2012 public hearing, the Planning Board tabled the amendments to allow sufficient time to consider the additional concerns raised for possible amendments to the ordinance. After reconsideration of these issues, the Planning Board has recommended several changes intended to insure consistency among the ordinances, as well as streamline the approval process for Back Lot Driveways.

Key Changes:

- The term “Reviewing Authority” has been added to indicate either the CEO or the Planning Board, depending on the characteristics of the application submitted.
- The term “Public Road” has been replaced in the ordinance with “road frontage consistent with Town construction and design standards for a private road.
- The location of the front of the lot has been clarified for space and bulk determinations.
- Back lot driveways are required to include a turnaround sufficient to accommodate emergency vehicle, and shall meet the standards of a public street for 300 feet from either side of the newly created intersection. A sketch of a terminus has been added to the section.
- The restriction in the section permitting only one lot every five years has been deleted.
- A maximum grade of 3% for the first 50 feet of a back lot driveway is required.
- An applicant can meet the Points System criteria by through the location of drainage on abutting property with appropriate legal documentation.
- The requirements for a Phosphorous Plan have been further clarified in the ordinance
- A statement regarding any application waivers requested from the Planning Board must be included in the application.
- In the event it is deemed necessary to schedule a public hearing, an applicant is required to submit plans to the Reviewing Authority 21 days prior to the next scheduled Planning Board Meeting.
- If a front lot is vacant on the effective date of this ordinance , future development on the front lot must be accessed by the new back lot driveway. The area included in the back lot driveway cannot be used to satisfy the minimum lot area requirements.
- The definitions for Back Lot Driveway, Street, Minor Street, and Private Street have been added to, or amended in the Land Use Ordinance, and Subdivision Regulations.

The Planning Board recommends Article 4.

The Selectmen recommend Article 4.

ARTICLE 5: Shall the Town of Raymond Street Ordinance, as adopted May 18, 2002 and amended through June 7, 2011 be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Town of Raymond Street Ordinance

4.6 Application Review

The schedule for review of a proposed public or private street or lengthening of an existing public or private street proposed as part of a subdivision shall be as described in the Subdivision Regulations. For all other proposed streets or lengthening of existing streets, the following shall apply.

4.8 Back Lot Driveways

- A. Reviewing Authority. The Reviewing Authority is defined as the Code Enforcement Officer (CEO) or Planning Board. The CEO may grant permit approval under the provisions of this section, however Planning Board permit approval shall be required for any application seeking a waiver of any submission requirements or any criteria of this section which are

allowed to be waived. The CEO may require that any application be reviewed for approval by the Planning Board if, in the opinion of the CEO, the staff review is unable to adequately resolve all relevant issues raised by the Back Lot Driveway application.

B. A back lot driveway shall not be constructed without prior Board approval from the Reviewing Authority. The applicant shall submit plans to the Board Reviewing Authority at least 21 days prior to a scheduled meeting of the Board if the application is referred by the Code Enforcement Officer for Planning Board approval. The fee schedule for review of plans for a back lot driveway shall be established by the Board of Selectmen. The Reviewing Authority must ensure that the Back Lot Driveway application submission requirements and criteria in Article 9, Section T of the Town of Raymond Land Use Ordinance are satisfied before approving any application. The application shall include the following information:

1. Names of applicants and owners of land for the location of the proposed back lot driveway.
2. A statement of any legal encumbrances on the land for the location of the back lot driveway.
3. The anticipated starting and completion dates.
4. The plans shall include a plan view and typical cross-section of the proposed back lot driveway including the locations of any streets or driveways located within 300 feet. The plans shall also include the following:
 - i. Date, scale and magnetic or true north point.
 - ii. Kind, size, location and material of all existing and proposed drainage structures and their location with respect to the existing natural waterways and proposed drainage ways. Such structures shall be designed and sized in accordance with a stormwater management plan prepared by a registered professional engineer in conformance with the requirements of Article 9, section 14 of the Subdivision Regulations.
 - iii. Locations of all existing and proposed overhead and underground utilities including, but not limited to, water, sewer, electricity, telephone, fuel storage, lighting and cable television.
 - iv. A soil erosion and sedimentation control plan in conformance with the requirements of Article 5, section 2.B.17 of the Subdivision Regulations.
 - v. For a back lot driveway to be located within the watershed of a great pond, a phosphorous impact plan as further described in Article 9, section 14 of the Subdivision Regulations.
 - vi. The plan shall include any back lots that are to be accessed by the proposed back lot driveway. Such lots shall conform to the requirements of Article 9, sections U of the Land Use Ordinance and include lot bearings, distances and proposed monumentation.
 - vii. If more than one residence is to have access to the back lot driveway, the application shall include a plan setting forth how the street and associated drainage structures and

~~required buffers and stormwater management facilities are to be maintained. Responsibility may be assigned to a lot owners association or to lot owners in common through provisions included in the deeds for all lots that will utilize the back lot driveway for access. The applicant shall submit appropriate legal documentation such as proposed homeowners association documents or proposed deed covenants for Board review. This documentation must address specific maintenance activities such as summer and winter maintenance, long term improvements and emergency repairs and include a mechanism to generate funds to pay for such work.~~

- C. Upon receipt of plans for a proposed back lot driveway, the Code Enforcement Officer shall determine whether the application is complete. If the application is determined to be complete, the Code Enforcement Officer shall decide either to review the application for approval or schedule it for review by the Board at the next regularly scheduled meeting.
- GD. The ~~Board~~ Reviewing Authority shall review the application and determine whether it complies with the requirements of Sections 4.8 and 5.5 of this Ordinance as well as all other applicable ordinances of the Town of Raymond. The ~~Board~~ Reviewing Authority shall grant or deny approval on such terms and conditions, as it may deem advisable to satisfy all applicable ordinances. In all instances, the burden of proof shall rest upon the applicant. In issuing its decision, the ~~Board~~ Reviewing Authority shall make a written finding of fact establishing that the application does or does not meet the provisions of applicable ordinances. The ~~Board~~ Reviewing Authority shall sign the approved plan, which shall be recorded within 30 days of approval in the Cumberland County Registry of Deeds.
- DE. Public Hearing. If the Board is acting as the Reviewing Authority and determines that due to site conditions, proximity of nearby uses, traffic conditions or similar circumstances that a public hearing is advisable, the Board hearing at its next regularly scheduled meeting. The Board shall cause notice of the date, time and place of such hearing to be given to the applicant and all property owners abutting the proposed street and lots that are to be accessed by the back lot driveway, to be published in a newspaper of general circulation in the Town of Raymond at least 7 days prior to the hearing.
- EF. Should an applicant propose that a back lot driveway serve more than two back lots, such driveway must be improved to fully comply with the requirements for a private street.

5.5 Street Design Standards (amended 5-17-03)

A. The following standards apply to new public and private streets, as well as back lot driveways (see Appendix A for illustration of typical street sections by type of street):

Description	Type of Street				
	Arterial	Collector	Minor Street	Private Street ⁽¹⁾	Back Lot Driveway
Minimum Right-of way Width	80'	60'	50'	50'	50' ⁽³⁾
Minimum Travel Way Width	44'	22'	20'	18'	12'
Sidewalk Width	N/A	N/A	N/A	N/A	N/A
Minimum Grade	.5%	.5%	.5%	.5%	N/A
Maximum Grade	5%	6%	8%	10%	12%
Minimum Centerline Radius	500'	230'	150'	150'	N/A
Minimum Tangent between Curves of reverse alignment	200'	100'	50'	N/A	N/A
Roadway Crown	1/4"/ft	1/4"/ft	1/4"/ft	1/4"/ft	N/A
Minimum Angle of Street Intersections ⁽²⁾	90°	90°	75°	75°	75°
Maximum Grade within 75 ft. of Intersection	2%	2%	2%	2%	N/A
Minimum Curb Radii at Intersections	30'	20'	15'	15'	N/A
Minimum ROW Radii at Intersections	20'	10'	10'	10'	10'
Minimum Width of Shoulders (each side)	5'	5'	5'	3'	1'

- (a) A private street which will serve fewer than 4 residences shall have a minimum travel way of 12 feet with two-2 foot shoulders and a maximum grade of 12% ~~(3% for the first 50 ft.)~~. A private street which will serve 4-10 residences will have a minimum travel way of 16 feet with two 3-foot shoulders and a maximum road grade of 12%.
- (b) Street intersection angles shall be as close to 90° as feasible but no less than the listed angle.
- (c) Unless a right-of-way of lesser width is approved by the ~~Code Enforcement Officer~~ Reviewing Authority pursuant to ~~Section IX.T.1, Article 9, Section T.1~~ of the Land Use Ordinance

5.9 Sidewalks

If sidewalks exist on the project site or adjacent properties or if significant pedestrian traffic is present or anticipated in the future, the Planning Board may require the installation of sidewalks that meet the following minimum requirements:

B. Portland Cement Concrete Sidewalks. The ~~sand~~ aggregate base shall be at least 6 inches thick. The Portland cement concrete shall be 4 inches thick and be reinforced with 6-inch square, no. 10 wire mesh.

9. Inspection

C. Modification during Construction: If at any time before or during construction of the ~~road~~ Street or back lot driveway it is demonstrated to the satisfaction of the appointed inspector that unforeseen conditions make it necessary or preferable to modify the location or design of the ~~road~~ Street, the appointed inspector may authorize modifications provided such modifications are within the spirit and intent of the Board's approval. The appointed inspector shall issue any authorization under this section in writing and shall transmit a copy of such authorization to the Board as its next regular meeting.

14. Definitions

Back Lot Driveway. A driveway that provides access to a back lot created on or after May 18, 2002 and that: within a defined location serving access and frontage purposes for no more than two back

lots and which originates from a street constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private Street.

- ~~1. Originates at a public or private road.~~
- ~~2. Is developed within a 50-foot right of way.~~
- ~~3. Serves no more than two back lots.~~
- ~~4. Conforms to requirements of Section 4.8 and 5.5 of the Raymond Street Ordinance.~~

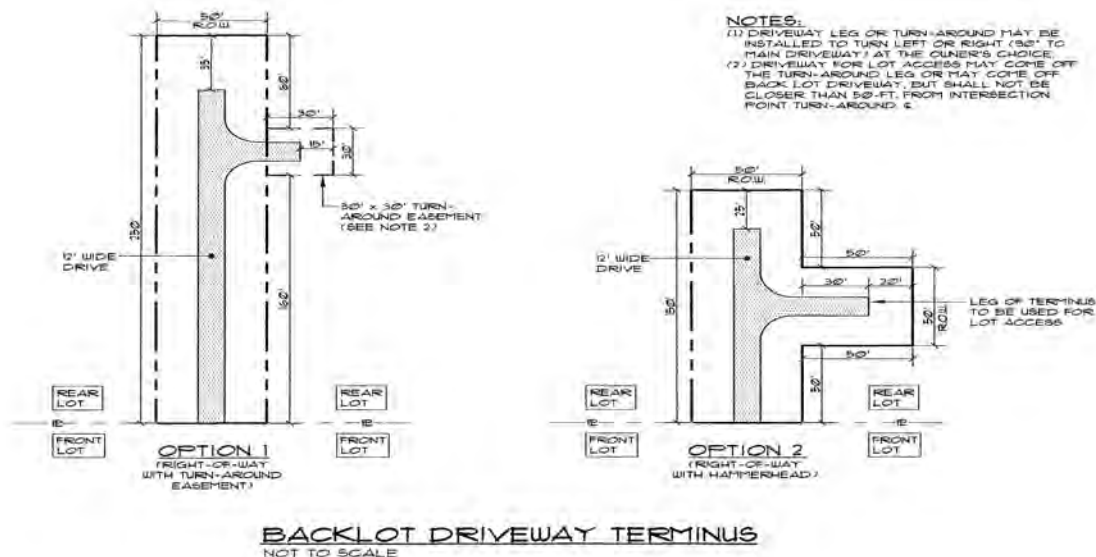
~~**Minor Street.** A street that primarily serves for access to abutting properties.~~

Street. A public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with this Ordinance, or a private street as defined in this Ordinance. The word "Street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

Minor Street. A street designed to serve as primary residential access, and which meets the design standards for public streets in Section 5.5 of this Ordinance.

Private Street- A street designed to serve as primary access to two or more residential lots, which meets the design standards for private streets in Section 5.5 of this Ordinance. Private streets are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public road standards as determined by the Public Works Director and a State of Maine Professional Engineer.

Appendix



The Planning Board recommends Article 5.
The Selectmen recommend Article 5.

Description: In an effort to improve consistency and efficiency among the ordinances, the Planning

Board has also reviewed the Back Lot section of the Street Ordinance. Application requirements, which are already located in the Land Use ordinance, are repeated in the Street Ordinance. These have been removed to reduce redundancy.

Key Changes:

- The term Reviewing Authority, and its definition were added.
- Definitions have been expanded and amended to be more consistent with the Land use Ordinance, and Subdivision Regulations.
- Application requirement have been incorporated to the appropriate sections of the Land Use Ordinance to avoid repetition or conflict among the ordinances.
- The definition for Portland Cement has been amended.
- A sketch of a back lot driveway terminus has been added.

ARTICLE 6: Shall Section 6.C and F, and Section 9 of the Town of Raymond Addressing Ordinance, as adopted March, 1997, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

Town of Raymond Addressing Ordinance:

Section 6. Compliance:

All owners of structures shall, by the date stipulated in Section 8, display and maintain in a conspicuous place on said structure, the assigned numbers in the following manner:

- C. Size and color of number: ~~Numbers shall be displayed in a color and size that can clearly be identified and shall be located to be visible from the road~~ at least 3" in height, contrasting color to the background, and shall be located to be visible from the road on a permanent structure, post or mailbox. The number should be high enough so that snow does not obstruct it in the winter months.
- F. ~~The Fire/Rescue Department shall receive notification from the Code Enforcement Officer whenever a Certificate of Occupancy is issued in the Town of Raymond.~~

Section 9. Violation and Enforcement:

~~It is expected that this Ordinance will be complied with. If for any reason, a property owner or resident fails to comply with this Ordinance, they shall be deemed to have assumed the risk of not receiving emergency assistance at the same level of service had they met the requirements of this Ordinance.~~

- a. PENALTY FOR VIOLATION: Any person who violates the provisions of this Ordinance after written notice of violation from the Code Enforcement Officer commits a civil violation punishable by a penalty of not less than \$50.00/day and not more than \$500.00 total to be recovered by the Town of Raymond. Each day such violation continues shall constitute a separate violation.
- b. ENFORCEMENT: This Ordinance shall be enforced by the Town of Raymond Code Enforcement Officer. Fire/Rescue Department or Law Enforcement personnel shall forward any known violation of the Ordinance to the Code Enforcement Officer for enforcement in accordance with the requirements in this Ordinance.

- c. CERTIFICATE OF OCCUPANCY: The Code Enforcement Officer shall not issue a Certificate of Occupancy until numbering is installed in accordance with the requirements set forth in this Ordinance.

Description: The Fire Department is seeking to improve public safety's response to calls by standardizing E911 house numbering through requiring a certain criteria for size, color, location and height for numbering. The proposed changes also gives the Code Enforcement Officer the authority to enforce violations as well as create a monetary penalty of \$50.00/day and up to \$500.00 total. These fines would only be imposed after the owner has received written notice(s) from the Fire Department and failed to make alternative arrangements with the Fire Chief. Also, by making these changes the Fire Department may become eligible for grant funding, which they were previously denied because of a "weak" Addressing Ordinance. It should also be noted that, presently, the Fire Department has a program where they supply and install house numbers for those who request it at no charge.

Key Changes:

- Standardize size, color, location and height of number.
- Requires the Code Enforcement Officer ensure that street numbering is satisfactory before issuing a Certificate of Occupancy.
- Requires written notification from Code Enforcement Officer of new Certificate of Occupancy.
- Establish penalties for violations at a minimum of \$50.00/day and a maximum of \$500.00 total.
- Gives the Code Enforcement Officer the authority to enforce violations because of the positions defined enforcement role under Rule 80K of Maine Rules of Civil Procedure.
- Requires the Code Enforcement Officer ensure that street numbering is satisfactory before issuing a Certificate of Occupancy.

The Planning Board makes no recommendation.
The Selectmen make no recommendation.

ARTICLE 7: Shall the Town of Raymond Peddler's Ordinance, as adopted May 21, 1994, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

Peddler's Ordinance

Section I. Title: This Ordinance shall be known as the Town of Raymond Peddler's Ordinance.

Section II. Authority: This Ordinance is enacted pursuant to Title 30-A, Sections 3001.

Section III. Purpose: The purpose of this Ordinance is to define, regulate and license peddlers; promote highway safety; preserve the character and aesthetics of the Town; to protect the property values; and to protect the health, safety, and welfare of individuals and the public.

Section IV. Definitions:

~~4-A.~~ The word "person" as used herein shall include the singular and the plural, and shall also mean and include any person, firm, or corporation, association, club, partnership or society, excepting bona fide charitable, service, religious, municipal and non-profit organizations or agencies.

~~2. B.~~ The word “peddler” as used herein shall include any person, ~~having no established or fixed place of business in the Town,~~ selling or offering for sale, tangible commodities, including food, beverages and non-food goods, wares and merchandise. The word “peddler” shall include the words “hawker”, “huckster”, “Street vendor” and “itinerant vendors”. The definition of the word “peddler” for this Ordinance does not include but is not limited to the following exceptions:

~~A person conducting a temporary yard sale occurring no more than four weekends in one calendar year;~~ a fruit stand a minor or children’s enterprise, the sale of camp firewood, and a car or boat for sale.

~~The word “temporary” as used herein shall refer to the period of four (4) weekends a calendar year.~~

~~3.C.~~ The word “Town” shall mean the Town of Raymond, Maine.

GENERAL PROVISIONS

Section V. ~~Permit and License Required:~~

It shall be unlawful for any person to engage in the business of peddler as defined in Article II of this Ordinance within the corporate limits of the Town of Raymond without first obtaining a ~~permit and~~ license therefor as provided herein.

Section VI. Application:

A. Application Procedure for Peddler License on Private Property. Applicants for license for the sale of goods on private property under this ordinance must file with the Town Clerk a sworn application in writing on a form to be furnished by the Town Clerk, which shall give the following information:

1. Name and description of the applicant;
2. Address (legal and local);
3. A brief description of the nature of the business and the good to be sold;
4. If employed, the name and address of the employer, together with appropriate written evidence of the applicant’s employment status;
5. ~~The length of time for which the permit is desired;~~ Description of the location from which goods will be sold and a copy of lease agreement or other documentation providing the landowner authorization to utilized described property for the sale of goods;
6. If a vehicle is to be used, a description of the same, verification of appropriate insurance, together with license number or other means of vehicle identification;
7. A photograph of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be 2” by 2” showing the distinguishing manner;
8. The names of at least two (2) reliable property owners of the Town who will certify as to the applicant’s good character and business responsibility, or, in lieu of the names of

references, any other available evidence as to the good character and business responsibility;

9. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offenses and the punishment or penalty assessed therefor;
10. At the time of filing the application: a fee of \$250.00 dollars for Residents and \$500.00 dollars for Non-Residents shall be paid to the Town Clerk to cover the cost of investigation and administration of this Ordinance.
11. A copy of any and all current and relevant business licenses including number and effective date.
12. A sketch, drawn to scale, and, if available, a photograph of the cart to be used in the operation of the business labeling all aspects including, but not limited to, materials, measurements, appurtenances, signs, awnings, umbrellas, fuel, refrigeration, off-cart items, and water supply. Specific measurements, designs and locations of the cart and all appurtenances, including all off-cart items, shall be submitted.

B. The number of peddlers licenses for the sale of goods on private property issued at any one time will be limited to two (2).

C. The dimensions of a peddler's cart or unit will be no greater than 38 inches in width, 8 feet in length, and must be removed from sidewalks at the end of each day; Size Restriction: No peddler's cart set up, including any cart, tables, serving counter, food storage, coolers or preparation areas or ancillary features shall occupy a space greater than 150 sq. ft. The Town may waive the size restriction if it finds that, due to the proposed location of activity, the size of the set up will not interfere with public safety or the use and enjoyment of public property.

D. No peddler's license shall be issued for the sale of goods on private property located within sixty-five feet (65') of any fixed-based retail establishment offering the same substantially similar good, unless the owner of the fixed-base retail establishment is also the peddler's license applicant.

E. Peddler's Licenses shall be limited to one per person;

F. Licenses shall be issued on June 1, 1994, or the first business day thereafter. In subsequent years licenses shall be issued annually on May 1st, or the first business day thereafter. Applicants may be made for one month prior to the issuance date. Applications shall be submitted no later than April 1st. If there are more than two qualified applicants, the licenses shall be selected by staff through a lottery, prior to recommending license approvals to the Board of Selectmen.

G. Peddlers shall maintain in full force and effect at all times, a policy of comprehensive public liability insurance with limits of no less than \$4300,000, naming the Town of Raymond as additional insured. A certificate of insurance must be provided before a peddler's license is issued.

H. The Town may issue peddler's license for the sale of goods on Town-owned property through the solicitation of requests for proposals for certain locations on public property approved by the Board of Selectmen. Application shall be made only for private property (not on the property of

any government or quasi-governmental agency and outside the right-of-way limits of any public highway), and shall be made only for the commercial zone.

- I. Notwithstanding the limitation on the peddler's licenses set forth in section VI.B. Above, the Town may issue temporary peddler's licenses on public or private property for the sale of goods on particular dates at a particular time and location. Applicants for temporary licenses shall complete and submit the full written peddler's license form.

Section VII. Investigation and Issuance:

~~Upon receipt of such application, the original shall be referred to the Town Manager, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Town Manager shall endorse on such applicant his disapproval and his reasons for the same, and return the said application to the Town Clerk, who shall notify the applicant that his application is disapproved and that no permit and license will be issued. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Town Manager shall endorse on the application his approval, and return said application to the Town Clerk, who shall, upon payment of the prescribed license fee deliver to the applicant his license. Such license shall contain the signature and seal of the Town Clerk and shall show the name, address and photograph of said licensee, the kind of goods to be sold thereunder, the date of issuance, and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle use in such peddling. The Town Clerk shall keep a permanent record of all licenses issued.~~

- A. Upon receipt of a complete application by the Town Clerk, the original shall be referred to the Town Code Enforcement Officer (CEO), who shall investigate the applicant's business and moral character as deemed necessary for the protection of the public good, and review the application to ensure that applicable State and local licensing is obtained as well as review any potential zoning issues. The CEO will then issue a final written recommendation for the Town Manager to bring to the Board of Selectmen for a final vote.
- B. If the Board approves the issuance of a license, it may condition operations of the vending business to particular times or to a particular manner of operation or any combination of the foregoing.
- C. If the Board denies a license under this ordinance, it shall give notice of the grounds therefore to the applicant. The applicant may request that the Board reconsider its decision if the applicant alleges mistake or error or if additional facts should be brought to the attention of the Board to the extent available licenses remain.

Section VIII. Transfer:

No license issued under the provision of this Ordinance shall be used at any time by any person other than the one whom it was issued.

Section IX. Exhibition of Licenses:

Peddlers are required to exhibit their licenses at the request of any citizen.

Section X. Revocation of License:

A. ~~Permits and~~ Licenses issued under the provisions of this Ordinance may be revoked by the Selectmen after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation, or false statement contained in the application for license;
2. Fraud, misrepresentation, or false statement made in the course of carrying on his business as a peddler;
3. Any violation of any State, Federal or local law, ordinance, rule or regulations;
4. Conviction of any crime or misdemeanor involving moral turpitude;
5. Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a menace to the health, safety, or general welfare of the public.

B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least seven (7) days prior to the date set for hearing. Notice may also be served in hand.

Section XI. Expiration of License:

All licenses issued under the provisions of this Ordinance shall expire on their anniversary date.

Section XII. Enforcement and Penalty:

The Selectmen shall enforce the provisions of this Ordinance. A violation of any provision of this Ordinance shall be a civil violation, and a civil penalty not exceeding Two Thousand Five Hundred Dollars (\$2,500.00) shall be imposed, which shall accrue to the benefit of the Town of Raymond. Each day that a violation continues will be treated as a separate offense. The Selectmen may also seek injunctive relief, where appropriate.

Section XIII. Severability:

If any part or parts, section or subsection, sentence, clause or phrase of this Ordinance is for any reason declared to be unconstitutional or invalid, such shall not affect the validity of constitutionality of the remaining portions of this Ordinance or any rules or regulations promulgated hereunder.

Section XIV. Effective Date:

This Ordinance shall become effective upon passage by the legislative body of the Town of Raymond at a duly called Town Meeting.

Description: The proposed changes are a housekeeping measure in order to clarify the application process. Primary significant changes to the ordinance include the Board of Selectmen having final

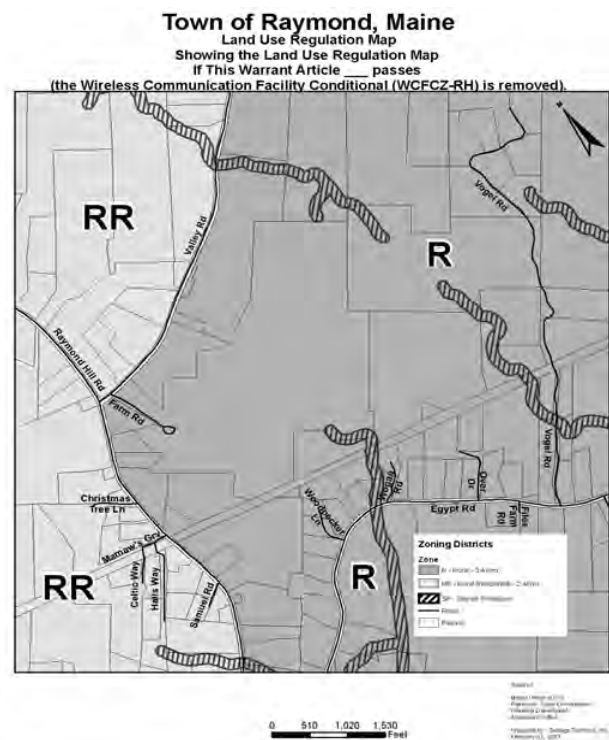
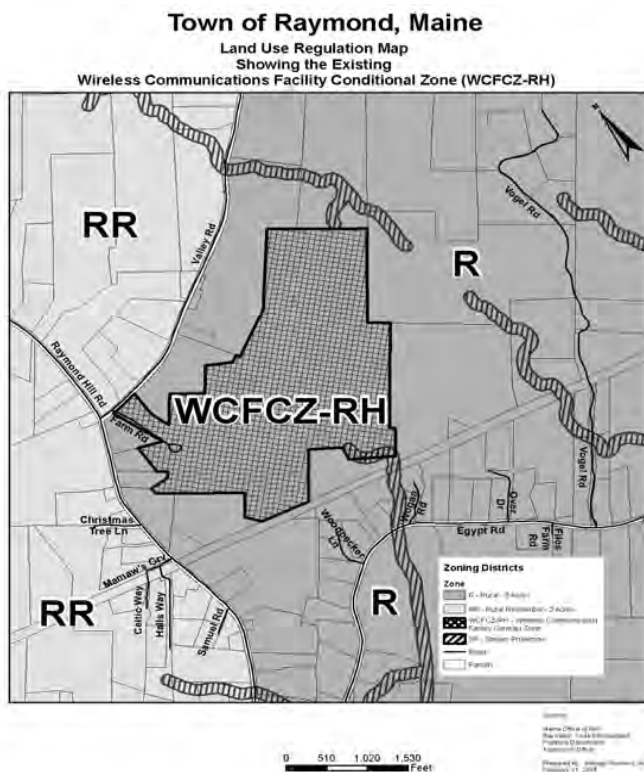
approval authority, particularly regarding location in relation to existing businesses, and the ability to issue licenses for town owned land without affecting the number of total licenses issued.

Key changes:

- Cleans up language to make application and approval process clearer.
- Applicant must now include a sketch or picture of vending setup, including accessory items such as awning and coolers.
- Rather than defining the dimensions of the cart, a peddling setup would not allowed to be more than 150 square feet total.
- Defines the roles of the Town Manager, Board of Selectmen, Town Clerk, and Code Officer in the application and approval process.
- Restricts peddlers from being located within 65 feet of an existing fixed establishment providing the same or similar goods and services.
- Changes the amount of comprehensive liability insurance limits from \$300,000 to \$400,000 to be consistent with the town's policies.
- Gives the Board of Selectmen the authority to approve a Peddler's License, which can include waivers and conditions.

The Selectmen recommend Article 7.

ARTICLE 8: Shall the Town of Raymond repeal the Raymond Hill Wireless Communication Facility Conditional Zone by amending the Town of Raymond Land Use Ordinance (LUO), as adopted May 21, 1994 and amended through June 5, 2012, by removing “Conditional Zoning Districts” from the list of established districts in Article 2, Section A as shown in strike-through below and by removing Article 4 Subsection H.1 and Appendix B as shown in strike through below, and shall the Land Use Regulation Map be amended to remove the Raymond Hill Wireless Communication Facility Conditional Zone as shown below?



[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Raymond Land Use Ordinance

ARTICLE 2 - ESTABLISHMENT OF DISTRICTS

A. Districts

To implement the provisions of this Ordinance, the Town of Raymond is hereby divided into the following districts:

Established Districts

1. Village Residential District (VR)
2. Manufactured Housing Overlay District (MHOD) [Adopted 5/21/05]
3. Rural District (R)
4. Rural Residential District (RR)
5. Shorelands - This district is hereby divided into the following sub-districts.
 - a. Resource Protection District (RP)
 - b. Stream Protection District (SP)
 - c. Limited Residential - Recreation District I (LRR1)
 - d. Limited Residential - Recreation District II (LRR2)
6. General Commercial (C)
7. Industrial (I)
8. Conditional Zoning Districts

~~**ARTICLE 4 — DISTRICT REGULATIONS**~~

~~**H. Conditional Zoning Districts**~~

- ~~1. Conditional Zoning District #1, Raymond Hill Wireless Communication Facility Conditional Zone — Conditional Zoning District #1, the Raymond Hill Wireless Communication Facility Conditional Zone, is created as shown on the Land Use Regulation Map. Conditional Zoning District #1 is subject to the regulations applicable in the Rural District (R), as modified by the Conditional Zoning Agreement between the Town of Raymond and Maine RSA #1, Inc., Michael Major and Mary Jean Major attached to this ordinance as Appendix B.~~

Appendix B

~~Conditional Zoning Agreement
Between
The Town of Raymond and Maine RSA #1, Inc.,
Michael Major and Mary Jean Major~~

~~This is a conditional zoning agreement made as of the _day of ____, 2011, by and between the Town of Raymond, a body corporate and politic, located in the County of Cumberland and the State of~~

Maine ("Town"), and Maine RSA #1, Inc., a Maine corporation ("Applicant"), and Michael Major and Mary Jean Major (collectively "Owners").

WHEREAS, Applicant, and/or its affiliates, proposes to construct a single Wireless Telecommunication Facility in the form of a monopole tower one hundred twenty five feet (125') in height and supporting infrastructure, antennas, utilities, equipment shelter, backup power generator, propane tank, associated equipment and an access road from Valley Road within Owners' property located at 19 Farm Road, Raymond, and identified on the Town Assessor's records as Tax Map 13, Lot 51 ("Subject Property"); and

WHEREAS, Applicant intends to enter into a lease or other agreement with Owners which would grant Applicant the right to construct, operate and maintain a single Wireless Telecommunication Facility on the Subject Property; and

WHEREAS, the Subject Property is located in the Rural District (R) under the Town of Raymond Land Use Ordinance (the "Ordinance"); and

WHEREAS, the Ordinance provides that Wireless Telecommunication Facilities are an allowed use in the Rural Zoning District, may be constructed up to 75' in height, with an additional 25' for each co-locator, up to 125', but are prohibited above 600' ground level on Raymond Hill and cannot exceed 30' in height above the existing mature tree line adjacent to the tower; and

WHEREAS, Applicant asserts the following reasons for the conditional rezoning:

- The Federal Communications Commission ("FCC") has issued Applicant a license to provide wireless service to Raymond and the surrounding areas. Applicants' service objective in Raymond is to provide adequate coverage, capacity, and connectivity to areas near the village, Egypt Road, Panther Pond, and to northerly areas including Crescent Lake, Raymond Pond, and Route 85. Applicant is not currently providing adequate service to this area and has determined it requires at 125' tall Wireless Telecommunication Facility at a 680' ground elevation in order to do so.
- Applicant's wireless technology requires a line of sight technology and its antennas cannot effectively operate if blocked by trees or topography. The Applicant has determined that the highest trees near the proposed Wireless Telecommunication Facility are currently 78' tall. It is generally accepted that, in New England, oak trees are known to grow to 90', maple trees to 75', and pine trees, over 100'. Such trees may grow as much as 6" per year. Accordingly, the 75' height restriction and the limitation to 30' above the existing mature tree line would place Applicant's antennas in existing tree canopy that will continue to grow taller to block signals to and from Applicant's antennas.
- Locating a Wireless Telecommunication Facility below 600' elevation on Raymond Hill would not provide connectivity with other Wireless Telecommunication Facilities in Applicant's network. Potential sites to the north and east areas of Raymond Hill that may meet the ground elevation criteria would negatively impact Raymond Pond, be virtually impossible to construct due to topography, and have radio frequency connectivity issues. Wireless Telecommunication Facilities are not permitted in the areas west of Raymond Hill.

and

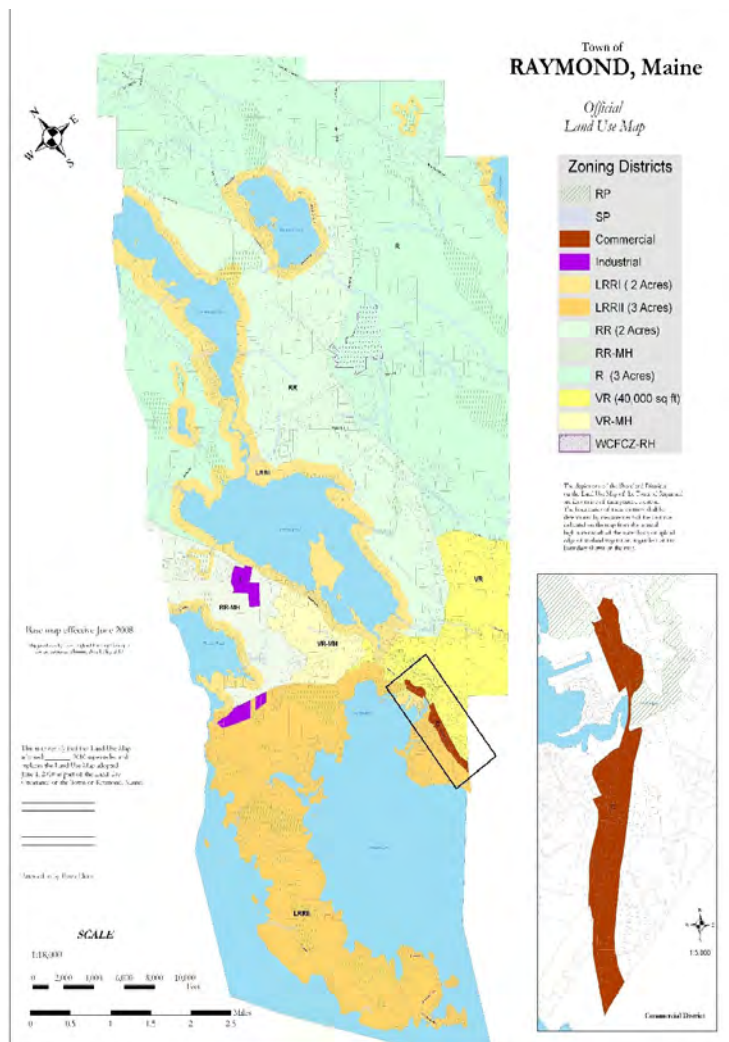
WHEREAS, the Raymond Planning Board has provided legal notice for and held a public hearing as required by Article 7, Section C. of the Ordinance and by 30-A M.R.S.A. § 4352(8) and has submitted its report; and

WHEREAS, the Conditional Rezoning is consistent with Policies and Goals listed in Section 12 of the Comprehensive Plan including: expand the commercial tax base; reduce tax burden to citizens; maintain adequate levels of public safety services (e.g. information on the State of Maine website indicated that up to 30% of all emergency calls in Maine came from cell phones in 2007); and permit new commercial growth; and

WHEREAS, the Conditional Rezoning is consistent with the existing and permitted uses within the Rural District where Wireless Telecommunication Facilities are permitted by the Ordinance;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other herein, the parties covenant and agree as follows:

1. The Town shall amend the Land Use Regulation Map by adopting the map change amendment shown below:-



- ~~2. A single Wireless Telecommunication Facility, as described in this Conditional Zoning Agreement and the application materials submitted by KJK Wireless on behalf of the Applicant, to include a 125' monopole tower and supporting infrastructure, antennas, utilities, equipment shelter, backup power generator, propane tank, associated equipment and an access road from Valley Road, sited within a fenced enclosure, on a 75' x 75' leased area as shown on the Site Plan entitled "U.S. Cellular, [site name] Raymond, ME, Site No.: 853462" dated August 25, 2009, shall be a permitted use on the Subject Property, subject to review under the provisions of Article 9, Section S Wireless Communications Facilities, and Article 10, Site Plan Review, of the Ordinance.~~
- ~~3. The Wireless Telecommunication Facility constructed pursuant to this Conditional Rezoning Agreement shall not be subject to the limitations of Article 9, Section S, Subsections 6(b) and 6(c), provided it is constructed and operated in accordance with the following conditions and restrictions. The use permitted shall be limited to that described in this Conditional Rezoning Agreement, Applicant's FCC license, and as shown on Applicant's site plan entitled "U.S. Cellular, [Site Name]: Raymond, ME, Site No.: 853462" dated August 25, 2009.~~
- ~~4. The Applicant shall record this Conditional Zoning Agreement in the Cumberland County Registry of Deeds at Applicant's expense within 30 days following approval of the conditional rezoning by the Raymond town meeting~~
- ~~5. This is the sole zoning for the property and except as otherwise set forth in this Conditional Zoning Agreement, all other requirements of the Rural District shall apply. Except as expressly modified herein, the use and occupancy of the property shall be governed by and comply with all applicable provisions of the Ordinance, including applicable provisions of Article 9, Section S.~~
- ~~6. The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the land, and shall bind Applicant, Owners and their heirs, successors and assigns as well as any person in possession or occupancy of the property, and shall inure to the benefit of and be enforceable by the Town.~~
- ~~7. Any violation of any provision of this Contract Zoning Agreement shall constitute a violation of the Ordinance. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Article 5 of the Ordinance and through legal action for specific performance of this Agreement. Penalties for violations shall be as set forth in 30-A M.R.S.A. §4452.~~
- ~~8. By executing this Conditional Zoning Agreement, Applicant and Owners agree to the conditions contained herein.~~
- ~~9. In the event that Applicant or its successors or assigns fail to develop the Wireless Telecommunication Facility in accordance with this Agreement, or in the event of any other breach hereof by Applicant, this Agreement may be terminated by vote of the Raymond town meeting. In that event, the property may then be used only for such uses as are otherwise allowed by law.~~

~~TOWN OF RAYMOND~~

By: ~~Donald Willard, its Town Manager duly authorized by referendum vote on July 14, 2011~~

~~MAINE RSA #1, INC.~~

By: _____

Its President, ~~STATE OF MAINE~~

~~COUNTY OF CUMBERLAND, ss.~~
~~2011~~

~~PERSONALLY APPEARED the above-named Donald Willard in his capacity as Town Manager of the Town of Raymond and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.~~

Notary Public/ Attorney at Law

Description: The proposed changes will remove the Conditional Zoning District from the Land Use Ordinance and Regulation Map that was accepted on June 14, 2011 via referendum vote. The owner no longer wishes to allow for a wireless communication facility on their property.

Key Changes:

- Removes "Conditional Zoning Districts" from the list of established districts, description under Article 4, subsection H.1, and Conditional Zoning Agreement under Appendix B.
- Removes Wireless Communication Conditional Facility Zone (WCFCZ-RH) from the Land Use Regulation Map and returns the parcel to the previous rural zoning.

The Planning Board recommends Article 8.

The Selectmen recommend Article 8.

ARTICLE 9: To see if the Town will:

- A. authorize and direct the Board of Selectmen to execute on behalf of the Town an amendment to the Waste Handling Agreement between the Town and Mid-Maine Waste Action Corporation, dated July 1, 1986 (the "Waste Handling Agreement") to provide that the Waste Handling Agreement shall remain in effect until the later of May 1, 2035 or termination of the MMWAC Interlocal Solid Waste Agreement, except that, upon one (1) year's prior written notice, the Town may terminate the Waste Handling Agreement at the end of a fiscal year (Copies of the specific amendments are on file in the Town Clerk's Office and available here in the back of the meeting room); and

- B. authorize and delegate the authority to amend such Waste Handling Agreement to the Board of Selectmen provided that no such amendments further extend the term of the Waste Handling Agreement.

The Selectmen recommend Article 9.

ARTICLE 10: Shall the Town of Raymond authorize the Board of Selectmen to convert the existing tower site lease at 90 Patricia Avenue, property owned by the Town, to a perpetual easement for a one-time payment to the Town of \$900,000 by approving and executing a document in a form substantially similar to the document shown below marked Exhibit 1?

Exhibit 1

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this ____ day of _____, 20__, by and between Town of Raymond, Maine, a municipal corporation with an address of 401 Webbs Mills Road, Raymond, Maine 04071 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV") with an address of _____. Wherever in this agreement the term "GSA IV" is used, it shall mean GSA IV, its successors or assigns.

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 3780, Page 201 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 Nine Hundred Thousand Dollars (\$900,000.00), 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 15,000 square 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, a 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, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. 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, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, 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 only 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. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.

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 except as provided herein. 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. The foregoing shall not constitute any waiver of any applicable performance standard(s) on the removal of wireless communications towers in the Town of Raymond, Maine, which shall remain in full force and effect.

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, provided, however, that, without accepting any liability for such condition, GSA IV acknowledges and accepts the condition that the Grantor's Property is a former solid-waste landfill. 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. Subject to and without waiver of the requirements of any applicable land use ordinance, 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 Lease dated July 29, 1989 by and between Portland Cellular Partnership, as lessee, and Grantor, as lessor (as amended and assigned, "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. The exercise by GSA IV of any of the foregoing shall at all times be in compliance with and subject to applicable land use regulations, permit and approval requirements of the Town of Raymond, Maine and the foregoing assignment in no way constitutes, waives or replaces any approval or permit condition or requirement.

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 adjacent 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 and Personal Property Taxes. GSA IV acknowledges that Grantor is a tax exempt municipality. GSA IV agrees to reimburse Grantor for any real estate taxes levied against the Easement Area, GSA IV's interest hereunder, or the improvements thereupon; provided that GSA IV shall only reimburse Grantor for its proportionate share of real estate taxes levied solely as a result of GSA IV's use of the Easement Area. GSA IV reserves the right to challenge any such assessment. GSA IV shall pay all personal property taxes assessed against any equipment or taxable personal property installed by GSA IV (or its subtenants or licensees) in the Easement Area.

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, or such longer period as is reasonably necessary to cure such violations, provided Grantor has undertaken reasonably diligent cure efforts, GSA IV shall have the right to seek 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 or Grantor be liable to the other 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. The foregoing indemnification and hold harmless provisions of the Grantor contained in this agreement, notwithstanding anything else to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of the Grantor to any person (including the persons so indemnified) for claims from which Grantor is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Grantor under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the municipality is maintaining (or required to maintain) at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied, then any loss or damages limit imposed by statute or otherwise. 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 GSA IV contained herein or (ii) any negligent act or omission of GSA IV (whether or not in breach hereof), excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Title. Grantor's release of rights hereunder shall be without covenant of title and shall be considered equivalent to a Municipal Quitclaim Deed as the same form is described under 33 MRSA § 775(11).

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 that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or sub-easement holder's operation of their communications facilities 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 unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, 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. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.

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 Cumberland County, State of Maine.

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:

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

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 appurtenant to and shall run with the land, benefit and burden, as the case may be, the Easement Area and the Grantor's Property. 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 (subject to the terms hereof) 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. Attempted assignments in violation of this section shall be void and of no effect.

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.

31. Abandonment. If GSA IV abandons the Easement Area (abandonment being defined as the absence of any discernable site activity), and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV of Grantor's intent to declare the Easement Area abandoned and to terminate this Easement, and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. This Easement shall not terminate if within ninety (90) days after GSA IV's receipt of the written termination notice, GSA IV provides written notice to Grantor of its intent to reclaim the Easement Area. In the absence of such notice, Grantor may record an affidavit attesting under oath to the abandonment of the Easement Area and the giving of the above notice without reply or statement of intent to reclaim having been given by GSA IV, and upon recording thereof, this Easement shall terminate.

The Selectmen recommend Article 10.

ARTICLE 11: To see if the Town will vote to authorize the Selectmen on behalf of the Town to sell and dispose of any property acquired by the Town for nonpayment of taxes pursuant to the policy adopted by the Selectmen, as may be amended from time to time, the policy to remain consistent with State statutes and laws. In all cases conveyance to be made by municipal quitclaim deed.

The Selectmen
The Budget Committee

ARTICLE 12: To see what date taxes will be due and to set an interest rate for unpaid amounts.

The Selectmen recommend 1st half to be due October 31, 2013 and 2nd half to be due April 30, 2014 with interest at seven percent (7%) on any unpaid balances.

The Selectmen
The Budget Committee

ARTICLE 13: To see if the Town will vote to set the interest rate to be paid by the Town on abated taxes at seven percent (7%) for the fiscal year.

The Selectmen
The Budget Committee

ARTICLE 14: To see if the Town will vote to authorize the Board of Selectmen to dispose of Town owned personal property with value not to exceed \$35,000.

The Selectmen
The Budget Committee

ARTICLE 15: To see if the Town will vote to authorize the Selectmen to borrow from or appropriate from fund balance (surplus) as they deem advisable to meet the unanticipated needs of the community that occur during the fiscal year.

The Selectmen _____ an amount not over \$75,000.
The Budget Committee

ARTICLE 16: To see if the Town will authorize the Selectmen, for the fiscal year 2013 - 2014, to transfer funds between appropriation accounts as long as the grand total of all appropriations is not exceeded. Any such transfers to be approved only at a properly called public meeting of the Selectmen.

The Selectmen
The Budget Committee

ARTICLE 17: To see if the Town will vote to authorize the use of Town employees and/or Town owned equipment or independent contractor(s) hired by the Town for maintenance on private roads in special and certain circumstances where in the public's interest.

Note of explanation -- Three examples of when the use of Town employees and equipment may be necessary:

- A. Tying in work done on a public road that intersects a private road;
- B. Plowing snow on a private road to clear the way for emergency response apparatus;
and
- C. In rare or emergency situations, maintaining private roads for school bus access to special education students as deemed necessary.

The Selectmen
The Budget Committee

ARTICLE 18: To see if the Town will vote to authorize the Tax Collector or Treasurer to accept prepayments of taxes not yet committed pursuant to 36 M.R.S.A. § 506.

The Selectmen
The Budget Committee

ARTICLE 19: To see if the Town will vote to appropriate \$198,932 from the tax increment of the Pipeline/RT 302 Tax Increment Financing District for FY 2013 - 2014 projects proposed in the Tax Increment Financing District Development Program.

Note: Included in this item are: Raymond-Casco Historical Society \$ 1,800
 Raymond Waterways Association Milfoil Program \$17,500

The Selectmen
The Budget Committee

ARTICLE 20: To see if the Town will vote to raise and appropriate \$500,503 for the Administration account.

The Selectmen
The Budget Committee

ARTICLE 21: To see if the Town will vote to raise and appropriate \$47,427 for the Assessing account.

The Selectmen
The Budget Committee

ARTICLE 22: To see if the Town will vote to raise and appropriate \$18,680 for the Town Hall account.

The Selectmen
The Budget Committee

ARTICLE 23: To see if the Town will vote to raise and appropriate \$ 446,204 for the Insurance account.

The Selectmen
The Budget Committee

ARTICLE 24: To see if the Town will vote to raise and appropriate \$ 6,000 for the General Assistance account.

The Selectmen
The Budget Committee

ARTICLE 25: To see if the Town will vote to raise and appropriate \$ 158,489 for the Technology Department account.

The Selectmen
The Budget Committee

ARTICLE 26: To see if the Town will vote to raise and appropriate \$ 37,121 for the Community Development account.

The Selectmen
The Budget Committee

ARTICLE 27: To see if the Town will vote to raise and appropriate \$ 620,433 for the Fire/Rescue Department account.

The Selectmen
The Budget Committee

ARTICLE 28: To see if the Town will vote to raise and appropriate \$ 15,564 for the Animal Control account.

The Selectmen
The Budget Committee

ARTICLE 29: To see if the Town will vote to raise and appropriate \$ 19,600 for the Infrastructure account.

The Selectmen
The Budget Committee

ARTICLE 30: To see if the Town will vote to raise and appropriate \$ 645,920 for the Public Works account.

The Selectmen
The Budget Committee

ARTICLE 31: To see if the Town will vote to raise and appropriate \$ 450,604 for the Solid Waste account.

The Selectmen
The Budget Committee

ARTICLE 32: To see if the Town will vote to raise and appropriate \$ 16,760 for the Cemeteries account.

The Selectmen
The Budget Committee

ARTICLE 33: To see if the Town will vote to raise and appropriate \$12,997 for the Parks & Recreation account.

Included are:

Materials, maint., equip.	\$2,500
Contract Services	\$6,697
Raymond Rattlers Snowmobile	\$ 800
Raymond Baseball/Softball	\$1,000
Agawam mowing/soccer	\$2,000

The Selectmen
The Budget Committee

ARTICLE 34: To see if the Town will vote to raise and appropriate \$37,500 for the Raymond Village Library.

The Selectmen
The Budget Committee

ARTICLE 35: To see whether the Town will vote to carry forward any existing fund balance in the Capital Improvement Program (C.I.P.) account.

The Selectmen
The Budget Committee

ARTICLE 36: To see if the Town will vote to raise and appropriate \$1,291,810 for the Capital Improvement account.

The Selectmen
The Budget Committee

ARTICLE 37: To see if the Town will vote to raise and appropriate \$627,814 for the County Tax account.

The Selectmen
The Budget Committee

ARTICLE 38: To see if the Town will vote to appropriate the total sum of \$2,074,300 from estimated non-property tax revenues to reduce the property tax commitment, together with all categories of funds, which may be available from the federal government, and any other sources.

[NOTE: This sum includes \$705,000 derived from the cell tower easement sale.]

The Selectmen
The Budget Committee

ARTICLE 39: To see if the Town will vote to authorize the Selectmen to accept or reject grants, donations and/or gifts of money to the Town of Raymond and to expend monies donated for specific purposes.

The Selectmen
The Budget Committee

ARTICLE 40: To see if the Town will vote to accept certain State Funds as provided by the Maine State Legislature during the fiscal year beginning July 1, 2013 and any other funds provided by any other entity included but not limited to:

- Municipal Revenue Sharing
- Local Road Assistance
- Emergency Management Assistance
- Snowmobile Registration Money
- Tree Growth Reimbursement
- General Assistance Reimbursement
- Veteran's Exemption Reimbursement
- State Grant or Other Funds

The Selectmen
The Budget Committee

ARTICLE 41: To see if the Town will vote to utilize the voting machine reserve in the amount of \$6,500 for FY 2013-2014 property tax relief.

[EXPLANATION: The State will be leasing machines for all municipalities, so these funds are no longer needed for the purpose of purchasing a voting machine.]

The Selectmen
The Budget Committee

ARTICLE 42: LD1. To see if the Town will vote to increase the property tax levy limit of \$2,175,143.47 established for the Town of Raymond by State law in the event that Articles 9 & 38 are not approved.

The Budget Committee makes no recommendation.

ARTICLE 43: Shall the Town (1) approve a road reconstruction and repaving program at an estimated cost of \$2,000,000, (2) appropriate a sum not to exceed \$2,000,000 to fund the costs of this program including costs of issuance and, (3) to fund said appropriation, authorize the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Raymond, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$2,000,000 and the discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), call(s) for redemption, place(s) of payment, form, refunding, and other details of said securities, including execution and delivery of said securities on behalf of the Town of Raymond, and to provide for the sale thereof, is hereby delegated to the Treasurer and Chairman of the Board of Selectmen.

EXPLANATION AND RECOMMENDATIONS:

The purpose of this Article is to approve the road reconstruction and repaving program set forth in the above article and the permanent funding of these projects. The Board of Selectmen recommends approval of this Article.

FINANCIAL STATEMENT

(a) Total Indebtedness

13. Bonds outstanding and unpaid:	\$4,319,998
14. Bonds authorized and unissued:	\$0
15. Bonds to be issued if this Article is approved	\$2,000,000

B. Costs

At an estimated maximum interest rate of 2.00% for a ten (10) year maturity, the estimated costs of this bond issue will be:

Principal:	\$2,000,000
Interest:	\$ 220,000
Total Debt Service:	\$2,220,000

3. Validity:

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/ Nancy Yates
Town Treasurer

Given under our hands this 12th day of April AD 2013.

Sam Gifford, Chairman

Lawrence Taylor, Vice Chair

Joseph Bruno, Parliamentarian

Michael Reynolds

Charles Leavitt

ANNUAL BUDGET/TOWN WARRANT

TO: Nathan White, a resident of the Town of Raymond, in the County of Cumberland and State of Maine.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Raymond, qualified by law to vote in Town affairs, to meet at the Jordan-Small Middle School gymnasium, in said Town of Raymond on Tuesday, June 4, 2013 at 7:00 P.M., then and there to act on the following articles:

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

ARTICLE 2: Shall Article 6, Section D of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012, and Article 16, Section G of the Town of Raymond Shoreland Zoning Provisions be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance
ARTICLE 6- BOARD OF APPEALS

D. Reductions from minimum setbacks

The Board of Appeals may grant reductions from the minimum setback requirements set forth in Article 4 of this Ordinance according to all of the following criteria:

2. Setback reduction appeals may only be granted and are only available for

- a. ~~Lots in existence as of 12/31/86: and~~
- b. ~~L~~ots with a residential dwelling as the principal structure.

Town of Raymond Shoreland Zoning Provisions
ARTICLE 16- ADMINISTRATION

G. Appeals

2. Variance Appeals- The Board of Appeals may grant reductions from the minimum setback requirements set forth in Section 15 (A) of these provisions according to all of the following criteria:

f. The Board of Appeals may grant reductions from the minimum setback requirements set forth in Section 15 (A) of these provisions according to all of the following criteria:

- 2) Setback reduction appeals may only be granted and are only available for
- i. ~~Lots in existence as of 12/31/86; and~~
 - ii. Lots with a residential dwelling as the principal structure.

ARTICLE 3: Shall Article 8B of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012 be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance

ARTICLE 8 – MODIFICATIONS

B. Net Residential Density Calculation

The total number of lots or dwelling units allowed on a tract or parcel of land shall be determined by dividing the area remaining after Net Residential Area deductions are made by the minimum lot size for the zoning district where the parcel or tract of land is located. The number shall be rounded down to the nearest whole number. *[Amended 8/7/07]*

~~Notwithstanding the above, the total number of lots or dwelling units allowed on a tract or parcel of land or a portion of a tract or parcel of land that was rezoned from the Limited Residential/Recreation District LRR1 to the Rural District R on June 1, 2010 shall be determined by dividing the area remaining after Net Residential Area deductions are made by two. The number shall be rounded down to the nearest whole number. A determination that land was within the Limited Residential/Recreation District LRR1 prior to June 1, 2010 shall be made by the Planning Board based on a survey plan provided by the property owner or development applicant prepared by a licensed surveyor which demonstrates that the land in question was within the Limited Residential/Recreation District LRR1 prior to being rezoned on June 1, 2010. At a minimum, the survey plan shall show 1) all streams, as defined in the Raymond Shoreland Zoning Ordinance prior to June 1, 2010 (“A perennial free-flowing body of water, other than a river, as depicted on the most recent edition of a United States Geological Survey 7.5-minute series topographic map, or if not available, a 15-minute series topographic map”) on the tract or parcel; and 2) all land areas within 100 feet, horizontal distance, of the normal high-water line of a stream. *[Adopted 6/1/10]*~~

Notwithstanding the above, if a lot, or a portion of a lot, was a lot of record prior to June 1, 2010, and as such that lot, or a portion of that lot, was rezoned from Limited Residential/Recreation District (LRR1) to Rural District (R), it shall be determined that the landowner(s) of record prior to June 1, 2010 shall maintain the lot area standards set forth in the LRR1 District as they existed prior to June 1, 2010, so long as the owner retains or divides the lot under the allowed subdivision exemptions standards as defined under Title 30-A Section 4401 of the Maine Revised Statutes Amended. A decision regarding whether the land was located within the LRR1 District prior to the June 1, 2010 amendment may be determined by the Code Enforcement Officer.

If there is a discrepancy regarding the zone boundary, or the existence of the lot prior to June 1, 2010 by the CEO, the CEO may request a plan prepared by a licensed surveyor that demonstrates that the land in question was within the LRR1 District prior to being rezoned on June 1, 2010.

At a minimum, the survey plan shall include:

- 1) All streams, as defined in the Raymond Shoreland Ordinance;
- 2) And all land areas within 100 feet, horizontal distance, of the normal highwater line of a stream.

Any further transference or creation of lots on the affect lots, meeting the definition of subdivision after June 1, 2010, must meet all the minimum standards of the Rural District.

The Planning Board makes no recommendation.
The Selectmen make no recommendation.

ARTICLE 4: Shall Article 9T and Article 12 of the Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 5, 2012, and Article 3 of the Town of Raymond Subdivision Ordinance, as adopted May 21, 1994 and amended through June 7, 2011, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word “Article” within the ordinance does not indicate a separate warrant article.]

Town of Raymond Land Use Ordinance

ARTICLE 9 – MINIMUM STANDARDS

T. Back Lots and Back Lot Driveways [Adopted 5/18/02]

Back lots may be developed for single-family residential use if they are served by a back lot driveway approved by the Planning Board (hereinafter the “Board”) Reviewing Authority pursuant to with the following provisions:

Reviewing Authority. The Reviewing Authority is defined as the Code Enforcement Officer (CEO) or Planning Board. The CEO may grant permit approval under the provisions of this section, however Planning Board permit approval shall be required for any application seeking a waiver of any submission requirements or any criteria of this section which are allowed to be waived. The CEO may require that any application be reviewed for approval by the Planning Board if, in the opinion of the CEO, the staff review is unable to adequately resolve all relevant issues raised by the Back Lot Driveway application.

1. The back lot driveway must be located within a right-of-way with a minimum width of 50 feet. The Planning Board may approve a back lot driveway right-of-way with a minimum width of 40 feet if it determines that no alternative exists. The right of way must be conveyed by deed recorded in the Cumberland County Registry of Deeds to the owner of the back lot.
2. A legal description of the back lot right-of-way by metes and bounds shall be attached to any building permit application for construction on the back lot.
3. A back lot right-of-way shall be created only over a front lot that is conforming to meets public road street frontage requirements along a street that is and lot size consistent with Town construction and design standards for a public or private street. Lot dimensional size

requirements shall be consistent with the Town of Raymond Land Use Ordinance at the time of creation of the right of way. That portion of the front lot within the right of way shall be considered part of the front lot for purposes of space and bulk regulations. The back lot right-of-way shall be considered the front of the lot for the purposes of determining the front setbacks for both the existing and newly created lot(s). Existing buildings on the front lot need only be set back from the right-of-way by a distance equivalent to the minimum side setback in the applicable zoning district. For front lots that are vacant on the effective date of this ordinance, access to future buildings on the front lot shall be from the right of way. For the purposes of this section, the portion of the back lot driveway within the back lot may not be used to satisfy the back lot's minimum lot area requirement, and the applicable frontage requirement for the back lot shall be met by the portion of the back lot driveway within the back lot.

4. A back lot driveway shall originate from a street at a public road constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private street. The back lot driveway design shall include a turnaround layout that meets the design standards in the Town of Raymond Street Ordinance and that will accommodate safe emergency vehicle access to the lot and shall provide any back lots on the back lot driveway with direct access to a public road. A private street shall meet the minimum private street standards for the section of road 300 feet on both sides of the intersection where the back lot driveway originates. The Planning Board may waive this requirement to no less than 200 feet, if deemed adequate to maintain a safe site distance.
5. If the front lot is already developed, the existing driveway shall be relocated to the back lot right of way unless there exists a minimum of 100 feet between the existing driveway and the newly proposed right of way, or the Planning Board determines that it such relocation is prohibited by site conditions or the orientation of existing buildings.
6. A back lot driveway shall serve no more than two back lots unless it is improved to meet the standards for private streets in Section 5.5 of the Raymond Street Ordinance. No more than one back lot served by the same back lot driveway shall be created during any 5-year period. In the event the creation of both back lots are not part of the same approved plan, prior to the creation of a second back lot, the applicant shall submit for review and approval a proposed revision of the back lot driveway plan previously approved by the Board Reviewing Authority and a plan for driveway maintenance as described in paragraph 7.
7. If more than one residence is to have access to the back lot driveway, the application shall include a plan setting forth how the street and associated drainage structures and required buffers and stormwater management facilities are to be maintained. Responsibility may be assigned to a lot owners association or to lot owners in common through provisions included in the deeds for all lots that will utilize the back lot driveway for access. The applicant shall submit appropriate legal documentation such as proposed homeowners association documents or proposed deed covenants for Board Reviewing Authority review. This documentation must address specific maintenance activities such as summer and winter maintenance, long-term improvements and emergency repairs and include a mechanism to generate funds to pay for such work.
8. No more than one back lot right-of-way may be created out of a single front lot unless each subsequent right-of-way is created out of at least an additional amount of frontage as required

in the applicable zoning district. The entrances of such rights of way onto the public existing road shall be separated by a distance equivalent to at least the required frontage in the zoning district plus half the right of way width.

9. ~~Each dwelling constructed on a back lot shall be set back at least 200 feet from public roads.~~

10. ~~A back lot driveway must conform to the minimum sight distance of Section 5.8 of the —
Raymond Street Ordinance.~~

449. The back lot must comply with all space and bulk regulations in the applicable zoning district as well as the lot standards of Article 9, Section U of the Town of Raymond Land Use Ordinance.

4210. The minimum travel way width of a back lot driveway shall be 12 feet with 1 foot shoulders. The maximum grade shall be 12 percent, with a maximum grade of 3 percent for the first 50 feet. The minimum grade shall be 0.5%. The roadway crown shall be ¼" per one foot, except that the roadway crown shall be ½ " per one foot for unpaved or gravel road surfaces. The minimum angle of the intersection of the back lot driveway with the roadway shall be 75 degrees.

4311. All applications for a back lot driveway to be submitted for review by the Planning Board Reviewing Authority shall include the following information:

- a. Names of applicants and owners of land for the location of the proposed back lot driveway.
- b. A statement of any legal encumbrances on the land and a statement regarding any waivers requested for the location of the back lot driveway.
- c. The anticipated starting and completion dates.
- d. The plans shall be prepared by a registered land surveyor or engineer and shall include the following:
 - i. Date, scale and magnetic or true north point.
 - ii. Locations of all existing and proposed overhead and underground utilities including, but not limited to, water, sewer, electricity, telephone, fuel storage, lighting and cable television.
 - iii. The plan shall include any back lots that are to be accessed by the proposed back lot driveway. Such lots shall conform to the requirements of Section U. and the plan shall include lot bearings, distances and proposed monumentation.
 - iv. Plans shall include a plan view and typical cross-section of the proposed back lot driveway including a locus map with the locations of any streets or driveways located within 300 feet.
 - v. Kind, size, location and material of all existing and proposed drainage structures and their location with respect to the existing natural waterways

and proposed drainage ways. ~~The Board may require that such~~ All drainage structures shall be designed and sized in accordance with a stormwater management plan prepared by a registered professional engineer in conformance with the requirements of Article 9, Section U.5 of the Town of Raymond Land Use Ordinance. If deemed appropriate by the Planning Board, an applicant may meet the requirements of the Point System by allowing the use of land on abutting lots with proof of easement and a legally binding agreement assigning specific maintenance duties and responsibilities.

- vi. ~~A phosphorous impact plan in conformance with the requirements of Section U. 5.~~ A phosphorous impact plan must be included in the application package in conformance with the requirements of Article 9, Section U. 5. of the Raymond Land Use Regulations for a back lot driveway entirely or partially located within 600 feet (horizontal distance) of the normal high water line of a great pond or river, 250 feet (horizontal distance) of the upland edge of a freshwater wetland, or 100 feet (horizontal distance) of the normal highwater line of a stream, unless otherwise triggered by State or Federal law.
- vii. A soil erosion and sedimentation control plan in conformance with the requirements of Article 9 Section U.6., of the Raymond Land Use Ordinance.

~~4412.~~ If the Board Reviewing Authority determines that due to site conditions, proximity of nearby uses, traffic conditions or similar circumstances that a public hearing is advisable, the CEO may refer the application to the Planning Board, which may schedule a public hearing at its next regularly scheduled meeting. The applicant shall submit plans and design information within at least twenty-one (21) days prior to a scheduled Planning Board hearing. The Board shall cause notice of the date, time and place of such hearing to be given to the applicant and all property owners abutting the proposed back lot driveway and lots that are to be accessed by the back lot driveway, to be published in a newspaper of general circulation in the Town of Raymond at least 7 days prior to the hearing.

~~4513.~~ The Board Reviewing Authority shall review the application and determine whether it complies with the requirements of this Section. The Board Reviewing Authority shall grant or deny approval on such terms and conditions, as it may deem advisable to satisfy all applicable ordinances. In all instances, the burden of proof shall rest upon the applicant. In issuing its decision, the Board Reviewing Authority shall make a written finding of fact establishing that the application does or does not meet the provisions of applicable ordinances. The Board Reviewing Authority shall sign the approved plan. The applicant must record the approval in the Cumberland County Registry of Deeds within 30 days of approval. If the applicant does not record the approval within 30 days of approval, then the approval becomes void unless the recording period is extended by the Board Reviewing Authority of good cause shown.

14. For front lots that are vacant on the effective date of this ordinance, access to future buildings on the front lot shall be from the back lot driveway right of way. For the purposes of this section, the portion of the back lot driveway within the back lot may not be used to satisfy the back lot's minimum lot area requirement, and the applicable frontage requirement for the back lot shall be met by the portion of the back lot driveway within the back lot.

ARTICLE 12 - APPLICABILITY AND DEFINITION OF TERMS USED IN THIS ORDINANCE

Words used in the present tense include the future tense; words used in the singular include the plural, and words used in the plural include the singular. The word "shall" is always mandatory. The word "person" includes a firm, association, organization, partnership, trust, company or corporation as well as an individual. The word "lot" includes the word "plot" or "parcel". The words "used" or "occupied" as applied to any land or building, shall be construed to include the words, "intended, arranged, or designed to be used or occupied."

Except as specifically defined herein, all words in this Ordinance shall carry their customary dictionary meanings. For the purposes of this Ordinance, certain words or terms used herein are to be construed or defined as follows:

Back Lot Driveway - A driveway within a defined location serving access and frontage purposes for no more than two back lots and which originates at a from a street constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private street. public road Town accepted street or from a road constructed in accordance with the Town of Raymond Street Ordinance standards for a private street.

Street - Any public way or thoroughfare for the conveyance of motor vehicles whether in existence as an accepted Town street or road used as a public way or set aside for such use in a platform, etc. A public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with the Town of Raymond Street Ordinance, or a private street as defined in this ordinance. The word "street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

Minor Street- A street designed to serve as primary residential access, and which meets the design standards for Public Streets as outlined in Section 5.5 of the Town of Raymond Street Ordinance.

Private Street- A street designed to serve as primary access to two or more residential lots, which is built to standards as outlined in Section 5.5 Street Design Standards of the Town of Raymond Street Ordinance. Private Streets are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public road standards as determined by the Public Works Director and a State of Maine Professional Engineer.

Town of Raymond Subdivision Ordinance

ARTICLE 3 – DEFINITIONS

In general, words and terms used in these Standards shall have their customary dictionary meanings. More specifically, certain words and terms used herein are defined as follows:

Street - The word "street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc. A public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with the Street Ordinance, or a private street as defined in this ordinance. The word

"street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

Minor Street- A street designed to serve as primary residential access, and which meets the design standards for Public Streets as outlined in Section 5.5 of the Town of Raymond Street Ordinance.

Private Street - A street designed to serve as primary access to two or more residential lots, which is built to standards as outlined in Section 5.5 Street Design Standards of the Town of Raymond Street Ordinance. Private Street are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public Street standards as determined by the Public Works Director and a State of Maine Professional Engineer.

The Planning Board recommends Article 4.
The Selectmen recommend Article 4.

ARTICLE 5: Shall the Town of Raymond Street Ordinance, as adopted May 18, 2002 and amended through June 7, 2011 be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

[Note: The use of the word "Article" within the ordinance does not indicate a separate warrant article.]

Town of Raymond Street Ordinance

4.6 Application Review

The schedule for review of a proposed public or private street or lengthening of an existing public or private street proposed as part of a subdivision shall be as described in the Subdivision Regulations. For all other proposed streets or lengthening of existing streets, the following shall apply.

4.8 Back Lot Driveways

- A. Reviewing Authority. The Reviewing Authority is defined as the Code Enforcement Officer (CEO) or Planning Board. The CEO may grant permit approval under the provisions of this section, however Planning Board permit approval shall be required for any application seeking a waiver of any submission requirements or any criteria of this section which are allowed to be waived. The CEO may require that any application be reviewed for approval by the Planning Board if, in the opinion of the CEO, the staff review is unable to adequately resolve all relevant issues raised by the Back Lot Driveway application.
- B. A back lot driveway shall not be constructed without prior Board approval from the Reviewing Authority. The applicant shall submit plans to the Board Reviewing Authority at least 21 days prior to a scheduled meeting of the Board if the application is referred by the Code Enforcement Officer for Planning Board approval. The fee schedule for review of plans for a back lot driveway shall be established by the Board of Selectmen. The Reviewing Authority must ensure that the Back Lot Driveway application submission requirements and criteria in Article 9, Section T of the Town of Raymond Land Use Ordinance are satisfied before

approving any application. The application shall include the following information:

- ~~1. Names of applicants and owners of land for the location of the proposed back lot driveway.~~
- ~~2. A statement of any legal encumbrances on the land for the location of the back lot driveway.~~
- ~~3. The anticipated starting and completion dates.~~
- ~~4. The plans shall include a plan view and typical cross section of the proposed back lot driveway including the locations of any streets or driveways located within 300 feet. The plans shall also include the following:~~
 - ~~i. Date, scale and magnetic or true north point.~~
 - ~~ii. Kind, size, location and material of all existing and proposed drainage structures and their location with respect to the existing natural waterways and proposed drainage ways. Such structures shall be designed and sized in accordance with a stormwater management plan prepared by a registered professional engineer in conformance with the requirements of Article 9, section 14 of the Subdivision Regulations.~~
 - ~~iii. Locations of all existing and proposed overhead and underground utilities including, but not limited to, water, sewer, electricity, telephone, fuel storage, lighting and cable television.~~
 - ~~iv. A soil erosion and sedimentation control plan in conformance with the requirements of Article 5, section 2.B.17 of the Subdivision Regulations.~~
 - ~~v. For a back lot driveway to be located within the watershed of a great pond, a phosphorous impact plan as further described in Article 9, section 14 of the Subdivision Regulations.~~
 - ~~vi. The plan shall include any back lots that are to be accessed by the proposed back lot driveway. Such lots shall conform to the requirements of Article 9, sections U of the Land Use Ordinance and include lot bearings, distances and proposed monumentation.~~
 - ~~vii. If more than one residence is to have access to the back lot driveway, the application shall include a plan setting forth how the street and associated drainage structures and required buffers and stormwater management facilities are to be maintained. Responsibility may be assigned to a lot owners association or to lot owners in common through provisions included in the deeds for all lots that will utilize the back lot driveway for access. The applicant shall submit appropriate legal documentation such as proposed homeowners association documents or proposed deed covenants for Board review. This documentation must address specific maintenance activities such as summer and winter maintenance, long term improvements and emergency repairs and include a mechanism to generate funds to pay for such work.~~

C. Upon receipt of plans for a proposed back lot driveway, the Code Enforcement Officer shall determine whether the application is complete. If the application is determined to be complete,

the Code Enforcement Officer shall decide either to review the application for approval or schedule it for review by the Board at the next regularly scheduled meeting.

GD. The ~~Board~~ Reviewing Authority shall review the application and determine whether it complies with the requirements of Sections 4.8 and 5.5 of this Ordinance as well as all other applicable ordinances of the Town of Raymond. The ~~Board~~ Reviewing Authority shall grant or deny approval on such terms and conditions, as it may deem advisable to satisfy all applicable ordinances. In all instances, the burden of proof shall rest upon the applicant. In issuing its decision, the ~~Board~~ Reviewing Authority shall make a written finding of fact establishing that the application does or does not meet the provisions of applicable ordinances. The ~~Board~~ Reviewing Authority shall sign the approved plan, which shall be recorded within 30 days of approval in the Cumberland County Registry of Deeds.

DE. Public Hearing. If the Board is acting as the Reviewing Authority and determines that due to site conditions, proximity of nearby uses, traffic conditions or similar circumstances that a public hearing is advisable, the Board hearing at its next regularly scheduled meeting. The Board shall cause notice of the date, time and place of such hearing to be given to the applicant and all property owners abutting the proposed street and lots that are to be accessed by the back lot driveway, to be published in a newspaper of general circulation in the Town of Raymond at least 7 days prior to the hearing.

EE. Should an applicant propose that a back lot driveway serve more than two back lots, such driveway must be improved to fully comply with the requirements for a private street.

5.5 Street Design Standards (amended 5-17-03)

A. The following standards apply to new public and private streets, as well as back lot driveways (see Appendix A for illustration of typical street sections by type of street):

Description	Type of Street				
	Arterial	Collector	Minor Street	Private Street ^(a)	Back Lot Driveway
Minimum Right-of way Width	80'	60'	50'	50'	50' ⁽³⁾
Minimum Travel Way Width	44'	22'	20'	18'	12'
Sidewalk Width	N/A	N/A	N/A	N/A	N/A
Minimum Grade	.5%	.5%	.5%	.5%	N/A
Maximum Grade	5%	6%	8%	10%	12%
Minimum Centerline Radius	500'	230'	150'	150'	N/A
Minimum Tangent between Curves of reverse alignment	200'	100'	50'	N/A	N/A
Roadway Crown	1/4"/ft	1/4"/ft	1/4"/ft	1/4"/ft	N/A
Minimum Angle of Street Intersections ⁽²⁾	90°	90°	75°	75°	75°
Maximum Grade within 75 ft. of Intersection	2%	2%	2%	2%	N/A
Minimum Curb Radii at Intersections	30'	20'	15'	15'	N/A
Minimum ROW Radii at Intersections	20'	10'	10'	10'	10'
Minimum Width of Shoulders (each side)	5'	5'	5'	3'	1'

(a) A private street which will serve fewer than 4 residences shall have a minimum travel way of 12 feet with two-2 foot shoulders and a maximum grade of 12% ~~(3% for the first 50 ft.)~~. A private street which will serve 4-10 residences will have a minimum travel way of 16 feet with two 3-foot shoulders and a maximum road grade of 12%.

(b) Street intersection angles shall be as close to 90° as feasible but no less than the listed angle.

(c) Unless a right-of-way of lesser width is approved by the ~~Code Enforcement Officer~~ Reviewing Authority pursuant to ~~Section IX.T.1- Article 9, Section T.1~~ of the Land Use Ordinance

5.9 Sidewalks

If sidewalks exist on the project site or adjacent properties or if significant pedestrian traffic is present or anticipated in the future, the Planning Board may require the installation of sidewalks that meet the following minimum requirements:

- B. Portland Cement Concrete Sidewalks. The ~~sand~~ aggregate base shall be at least 6 inches thick. The Portland cement concrete shall be 4 inches thick and be reinforced with 6-inch square, no. 10 wire mesh.

9. Inspection

C. Modification during Construction: If at any time before or during construction of the ~~road~~ Street or back lot driveway it is demonstrated to the satisfaction of the appointed inspector that unforeseen conditions make it necessary or preferable to modify the location or design of the ~~road~~ Street, the appointed inspector may authorize modifications provided such modifications are within the spirit and intent of the Board's approval. The appointed inspector shall issue any authorization under this section in writing and shall transmit a copy of such authorization to the Board as its next regular meeting.

14. Definitions

~~Back Lot Driveway.~~ A driveway that provides access to a back lot created on or after May 18, 2002 and that: within a defined location serving access and frontage purposes for no more than two back lots and which originates from a street constructed in accordance with the Town of Raymond Street Ordinance standards for a public or private Street.

- ~~1. Originates at a public or private road.~~
- ~~2. Is developed within a 50-foot right of way.~~
- ~~3. Serves no more than two back lots.~~
- ~~4. Conforms to requirements of Section 4.8 and 5.5 of the Raymond Street Ordinance.~~

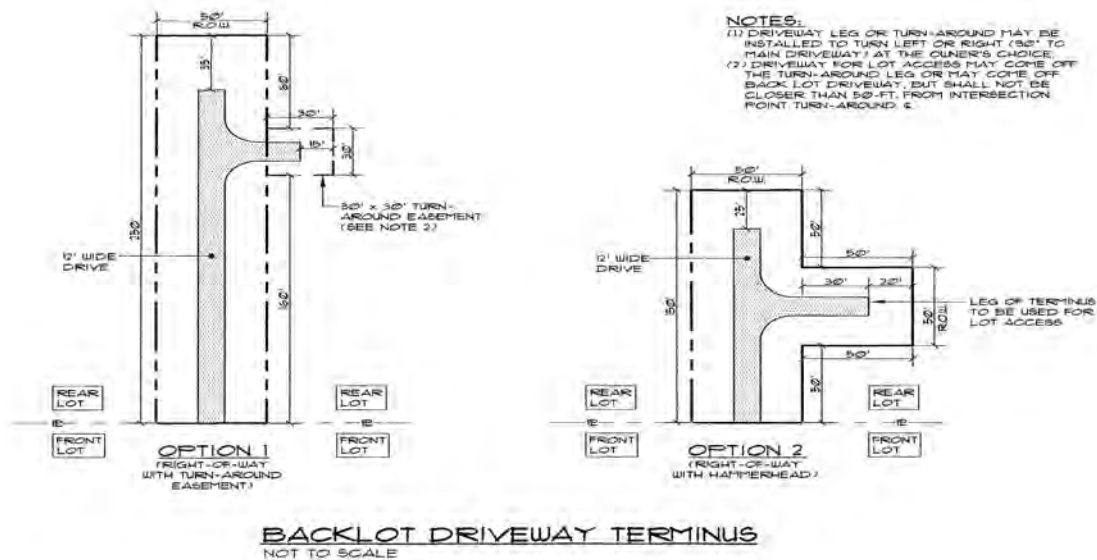
~~Minor Street.~~ A street that primarily serves for access to abutting properties.

~~Street.~~ A public way which affords the principal means of access to abutting properties, or a proposed way that is intended to be accepted by the Town as a public way in accordance with this Ordinance, or a private street as defined in this Ordinance. The word "Street" means and includes such ways as alleys, avenues, boulevards, highways, roads, streets and other rights-of-way. The term "street" shall also apply to areas on subdivision plans designated as "streets", etc.

~~Minor Street.~~ A street designed to serve as primary residential access, and which meets the design standards for public streets in Section 5.5 of this Ordinance.

~~Private Street-~~ A street designed to serve as primary access to two or more residential lots, which meets the design standards for private streets in Section 5.5 of this Ordinance. Private streets are to be maintained by an owner, or ownership such as a homeowners association, and shall not be accepted as a public street unless the street is proven to meet the public road standards as determined by the Public Works Director and a State of Maine Professional Engineer.

Appendix



The Planning Board recommends Article 5.
The Selectmen recommend Article 5.

ARTICLE 6: Shall Section 6.C and F, and Section 9 of the Town of Raymond Addressing Ordinance, as adopted March, 1997, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

Town of Raymond Addressing Ordinance:

Section 6. Compliance:

All owners of structures shall, by the date stipulated in Section 8, display and maintain in a conspicuous place on said structure, the assigned numbers in the following manner:

- C. ~~Size and color of number: Numbers shall be displayed in a color and size that can clearly be identified and shall be located to be visible from the road at least 3" in height, contrasting color to the background, and shall be located to be visible from the road on a permanent structure, post or mailbox. The number should be high enough so that snow does not obstruct it in the winter months.~~
- F. The Fire/Rescue Department shall receive notification from the Code Enforcement Officer whenever a Certificate of Occupancy is issued in the Town of Raymond.

Section 9. Violation and Enforcement:

~~It is expected that this Ordinance will be complied with. If for any reason, a property owner or resident fails to comply with this Ordinance, they shall be deemed to have assumed the risk of not receiving emergency assistance at the same level of service had they met the requirements of this Ordinance.~~

- a. PENALTY FOR VIOLATION: Any person who violates the provisions of this Ordinance after written notice of violation from the Code Enforcement Officer commits a civil violation punishable by a penalty of not less than \$50.00/day and not more than \$500.00 total to be recovered by the Town of Raymond. Each day such violation continues shall constitute a separate violation.
- b. ENFORCEMENT: This Ordinance shall be enforced by the Town of Raymond Code Enforcement Officer. Fire/Rescue Department or Law Enforcement personnel shall forward any known violation of the Ordinance to the Code Enforcement Officer for enforcement in accordance with the requirements in this Ordinance.
- c. CERTIFICATE OF OCCUPANCY: The Code Enforcement Officer shall not issue a Certificate of Occupancy until numbering is installed in accordance with the requirements set forth in this Ordinance.

The Planning Board makes no recommendation.

The Selectmen make no recommendation.

ARTICLE 7: Shall the Town of Raymond Peddler's Ordinance, as adopted May 21, 1994, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

Peddler's Ordinance

Section I. Title: This Ordinance shall be known as the Town of Raymond Peddler's Ordinance.

Section II. Authority: This Ordinance is enacted pursuant to Title 30-A, Sections 3001.

Section III. Purpose: The purpose of this Ordinance is to define, regulate and license peddlers; promote highway safety; preserve the character and aesthetics of the Town; to protect the property values; and to protect the health, safety, and welfare of individuals and the public.

Section IV. Definitions:

~~1-A.~~ The word "person" as used herein shall include the singular and the plural, and shall also mean and include any person, firm, or corporation, association, club, partnership or society, excepting bona fide charitable, service, religious, municipal and non-profit organizations or agencies.

~~2-B.~~ The word "peddler" as used herein shall include any person, having no established or fixed place of business in the Town, selling or offering for sale, tangible commodities, including food, beverages and non-food goods, wares and merchandise. The word "peddler" shall include the words "hawker", "huckster", "Street vendor" and "itinerant vendors". The definition of the word "peddler" for this Ordinance does not include but is not limited to the following exceptions:

~~A person conducting a temporary yard sale occurring no more than four weekends in one calendar year;~~ a fruit stand a minor or children's enterprise, the sale of camp firewood, and a car or boat for sale.

The word "temporary" as used herein shall refer to the period of four (4) weekends a calendar year.

~~3.C.~~ The word "Town" shall mean the Town of Raymond, Maine.

GENERAL PROVISIONS

Section V. ~~Permit and License Required:~~

It shall be unlawful for any person to engage in the business of peddler as defined in Article II of this Ordinance within the corporate limits of the Town of Raymond without first obtaining a ~~permit and~~ license therefor as provided herein.

Section VI. Application:

A. Application Procedure for Peddler License on Private Property. Applicants for license for the sale of goods on private property under this ordinance must file with the Town Clerk a sworn application in writing on a form to be furnished by the Town Clerk, which shall give the following information:

1. Name and description of the applicant;
2. Address (legal and local);
3. A brief description of the nature of the business and the good to be sold;
4. If employed, the name and address of the employer, together with appropriate written evidence of the applicant's employment status;
5. ~~The length of time for which the permit is desired;~~ Description of the location from which goods will be sold and a copy of lease agreement or other documentation providing the landowner authorization to utilized described property for the sale of goods;
6. If a vehicle is to be used, a description of the same, verification of appropriate insurance, together with license number or other means of vehicle identification;
7. A photograph of the applicant, taken within 60 days immediately prior to the date of the filing of the application, which picture shall be 2" by 2" showing the distinguishing manner;
8. The names of at least two (2) reliable property owners of the Town who will certify as to the applicant's good character and business responsibility, or, in lieu of the names of references, any other available evidence as to the good character and business responsibility;
9. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offenses and the punishment or penalty assessed therefor;
10. At the time of filing the application: a fee of \$250.00 dollars for Residents and \$500.00 dollars for Non-Residents shall be paid to the Town Clerk to cover the cost of investigation and administration of this Ordinance.

11. A copy of any and all current and relevant business licenses including number and effective date.
 12. A sketch, drawn to scale, and, if available, a photograph of the cart to be used in the operation of the business labeling all aspects including, but not limited to, materials, measurements, appurtenances, signs, awnings, umbrellas, fuel, refrigeration, off-cart items, and water supply. Specific measurements, designs and locations of the cart and all appurtenances, including all off-cart items, shall be submitted.
- B. The number of peddlers licenses for the sale of goods on private property issued at any one time will be limited to two (2).
- C. The dimensions of a peddler's cart or unit will be no greater than 38 inches in width, 8 feet in length, and must be removed from sidewalks at the end of each day; Size Restriction: No peddler's cart set up, including any cart, tables, serving counter, food storage, coolers or preparation areas or ancillary features shall occupy a space greater than 150 sq. ft. The Town may waive the size restriction if it finds that, due to the proposed location of activity, the size of the set up will not interfere with public safety or the use and enjoyment of public property.
- D. No peddler's license shall be issued for the sale of goods on private property located within sixty-five feet (65') of any fixed-based retail establishment offering the same substantially similar good, unless the owner of the fixed-base retail establishment is also the peddler's license applicant.
- E. Peddler's Licenses shall be limited to one per person;
- F. Licenses shall be issued on June 1, 1994, or the first business day thereafter. In subsequent years licenses shall be issued annually on May 1st, or the first business day thereafter. Applicants may be made for one month prior to the issuance date. Applications shall be submitted no later than April 1st. If there are more than two qualified applicants, the licenses shall be selected by staff through a lottery, prior to recommending license approvals to the Board of Selectmen.
- G. Peddlers shall maintain in full force and effect at all times, a policy of comprehensive public liability insurance with limits of no less than \$4300,000, naming the Town of Raymond as additional insured. A certificate of insurance must be provided before a peddler's license is issued.
- H. The Town may issue peddler's license for the sale of goods on Town-owned property through the solicitation of requests for proposals for certain locations on public property approved by the Board of Selectmen. Application shall be made only for private property (not on the property of any government or quasi-governmental agency and outside the right-of-way limits of any public-highway), and shall be made only for the commercial zone.
- I. Notwithstanding the limitation on the peddler's licenses set forth in section VI.B. Above, the Town may issue temporary peddler's licenses on public or private property for the sale of goods on particular dates at a particular time and location. Applicants for temporary licenses shall complete and submit the full written peddler's license form.

Section VII. Investigation and Issuance:

~~Upon receipt of such application, the original shall be referred to the Town Manager, who shall cause such investigation of the applicant's business and moral character to be made as he deems necessary for the protection of the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Town Manager shall endorse on such applicant his disapproval and his reasons for the same, and return the said application to the Town Clerk, who shall notify the applicant that his application is disapproved and that no permit and license will be issued. If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the Town Manager shall endorse on the application his approval, and return said application to the Town Clerk, who shall, upon payment of the prescribed license fee deliver to the applicant his license. Such license shall contain the signature and seal of the Town Clerk and shall show the name, address and photograph of said licensee, the kind of goods to be sold thereunder, the date of issuance, and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle use in such peddling. The Town Clerk shall keep a permanent record of all licenses issued.~~

- A. Upon receipt of a complete application by the Town Clerk, the original shall be referred to the Town Code Enforcement Officer (CEO), who shall investigate the applicant's business and moral character as deemed necessary for the protection of the public good, and review the application to ensure that applicable State and local licensing is obtained as well as review any potential zoning issues. The CEO will then issue a final written recommendation for the Town Manager to bring to the Board of Selectmen for a final vote.
- B. If the Board approves the issuance of a license, it may condition operations of the vending business to particular times or to a particular manner of operation or any combination of the foregoing.
- C. If the Board denies a license under this ordinance, it shall give notice of the grounds therefore to the applicant. The applicant may request that the Board reconsider its decision if the applicant alleges mistake or error or if additional facts should be brought to the attention of the Board to the extent available licenses remain.

Section VIII. Transfer:

No license issued under the provision of this Ordinance shall be used at any time by any person other than the one whom it was issued.

Section IX. Exhibition of Licenses:

Peddlers are required to exhibit their licenses at the request of any citizen.

Section X. Revocation of License:

- A. ~~Permits and~~ Licenses issued under the provisions of this Ordinance may be revoked by the Selectmen after notice and hearing, for any of the following causes:

1. Fraud, misrepresentation, or false statement contained in the application for license;
2. Fraud, misrepresentation, or false statement made in the course of carrying on his business as a peddler;

3. Any violation of any State, Federal or local law, ordinance, rule or regulations;
4. Conviction of any crime or misdemeanor involving moral turpitude;
5. Conducting the business of peddling in an unlawful manner or in such a manner as to constitute a menace to the health, safety, or general welfare of the public.

B. Notice of the hearing for revocation of a license shall be given in writing, setting forth specifically the grounds of complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid, to the licensee at his last known address at least seven (7) days prior to the date set for hearing. Notice may also be served in hand.

Section XI. Expiration of License:

All licenses issued under the provisions of this Ordinance shall expire on their anniversary date.

Section XII. Enforcement and Penalty:

The Selectmen shall enforce the provisions of this Ordinance. A violation of any provision of this Ordinance shall be a civil violation, and a civil penalty not exceeding Two Thousand Five Hundred Dollars (\$2,500.00) shall be imposed, which shall accrue to the benefit of the Town of Raymond. Each day that a violation continues will be treated as a separate offense. The Selectmen may also seek injunctive relief, where appropriate.

Section XIII. Severability:

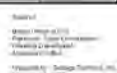
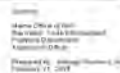
If any part or parts, section or subsection, sentence, clause or phrase of this Ordinance is for any reason declared to be unconstitutional or invalid, such shall not affect the validity of constitutionality of the remaining portions of this Ordinance or any rules or regulations promulgated hereunder.

Section XIV. Effective Date:

This Ordinance shall become effective upon passage by the legislative body of the Town of Raymond at a duly called Town Meeting.

The Selectmen recommend Article 7.

ARTICLE 8: Shall the Town of Raymond repeal the Raymond Hill Wireless Communication Facility Conditional Zone by amending the Town of Raymond Land Use Ordinance (LUO), as adopted May 21, 1994 and amended through June 5, 2012, by removing "Conditional Zoning Districts" from the list of established districts in Article 2, Section A as shown in strike-through below and by removing Article 4 Subsection H.1 and Appendix B as shown in strike through below, and shall the Land Use Regulation Map be amended to remove the Raymond Hill Wireless Communication Facility Conditional Zone as shown below?



~~ARTICLE 4—DISTRICT REGULATIONS~~

~~H. Conditional Zoning Districts~~

- ~~1. Conditional Zoning District #1, Raymond Hill Wireless Communication Facility Conditional Zone—Conditional Zoning District #1, the Raymond Hill Wireless Communication Facility Conditional Zone, is created as shown on the Land Use Regulation Map. Conditional Zoning District #1 is subject to the regulations applicable in the Rural District (R), as modified by the Conditional Zoning Agreement between the Town of Raymond and Maine RSA #1, Inc., Michael Major and Mary Jean Major attached to this ordinance as Appendix B.~~

~~Appendix B~~

~~Conditional Zoning Agreement
Between
The Town of Raymond and Maine RSA #1, Inc.,
Michael Major and Mary Jean Major~~

~~This is a conditional zoning agreement made as of the day of , 2011, by and between the Town of Raymond, a body corporate and politic, located in the County of Cumberland and the State of Maine (“Town”), and Maine RSA #1, Inc., a Maine corporation (“Applicant”), and Michael Major and Mary Jean Major (collectively “Owners”).~~

~~WHEREAS, Applicant, and/or its affiliates, proposes to construct a single Wireless Telecommunication Facility in the form of a monopole tower one hundred twenty five feet (125') in height and supporting infrastructure, antennas, utilities, equipment shelter, backup power generator, propane tank, associated equipment and an access road from Valley Road within Owners’ property located at 19 Farm Road, Raymond, and identified on the Town Assessor’s records as Tax Map 13, Lot 51 (“Subject Property”); and~~

~~WHEREAS, Applicant intends to enter into a lease or other agreement with Owners which would grant Applicant the right to construct, operate and maintain a single Wireless Telecommunication Facility on the Subject Property; and~~

~~WHEREAS, the Subject Property is located in the Rural District (R) under the Town of Raymond Land Use Ordinance (the “Ordinance”); and~~

~~WHEREAS, the Ordinance provides that Wireless Telecommunication Facilities are an allowed use in the Rural Zoning District, may be constructed up to 75' in height, with an additional 25' for each co-locator, up to 125', but are prohibited above 600' ground level on Raymond Hill and cannot exceed 30' in height above the existing mature tree line adjacent to the tower; and~~

~~WHEREAS, Applicant asserts the following reasons for the conditional rezoning:~~

- ~~• The Federal Communications Commission (“FCC”) has issued Applicant a license to provide wireless service to Raymond and the surrounding areas. Applicants’ service objective in Raymond is to provide adequate coverage, capacity, and connectivity to~~

areas near the village, Egypt Road, Panther Pond, and to northerly areas including Crescent Lake, Raymond Pond, and Route 85. Applicant is not currently providing adequate service to this area and has determined it requires at 125' tall Wireless Telecommunication Facility at a 680' ground elevation in order to do so.

- Applicant's wireless technology requires a line of sight technology and its antennas cannot effectively operate if blocked by trees or topography. The Applicant has determined that the highest trees near the proposed Wireless Telecommunication Facility are currently 78' tall. It is generally accepted that, in New England, oak trees are known to grow to 90', maple trees to 75', and pine trees, over 100'. Such trees may grow as much as 6" per year. Accordingly, the 75' height restriction and the limitation to 30' above the existing mature tree line would place Applicant's antennas in existing tree canopy that will continue to grow taller to block signals to and from Applicant's antennas.
- Locating a Wireless Telecommunication Facility below 600' elevation on Raymond Hill would not provide connectivity with other Wireless Telecommunication Facilities in Applicant's network. Potential sites to the north and east areas of Raymond Hill that may meet the ground elevation criteria would negatively impact Raymond Pond, be virtually impossible to construct due to topography, and have radio frequency connectivity issues. Wireless Telecommunication Facilities are not permitted in the areas west of Raymond Hill.

and

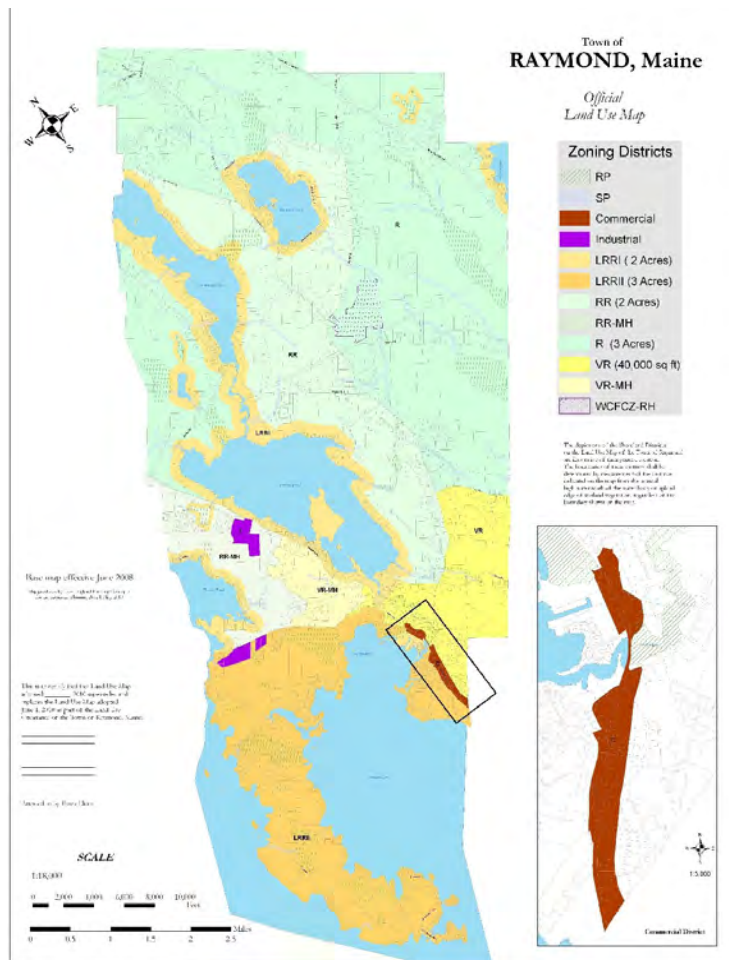
WHEREAS, the Raymond Planning Board has provided legal notice for and held a public hearing as required by Article 7, Section C. of the Ordinance and by 30-A M.R.S.A. § 4352(8) and has submitted its report; and

WHEREAS, the Conditional Rezoning is consistent with Policies and Goals listed in Section 12 of the Comprehensive Plan including: expand the commercial tax base; reduce tax burden to citizens; maintain adequate levels of public safety services (e.g. information on the State of Maine website indicated that up to 30% of all emergency calls in Maine came from cell phones in 2007); and permit new commercial growth; and

WHEREAS, the Conditional Rezoning is consistent with the existing and permitted uses within the Rural District where Wireless Telecommunication Facilities are permitted by the Ordinance;

NOW THEREFORE, in consideration of the mutual promises made by each party to the other herein, the parties covenant and agree as follows:

1. The Town shall amend the Land Use Regulation Map by adopting the map change amendment shown below:-



2. A single Wireless Telecommunication Facility, as described in this Conditional Zoning Agreement and the application materials submitted by KJK Wireless on behalf of the Applicant, to include a 125' monopole tower and supporting infrastructure, antennas, utilities, equipment shelter, backup power generator, propane tank, associated equipment and an access road from Valley Road, sited within a fenced enclosure, on a 75' x 75' leased area as shown on the Site Plan entitled "U.S. Cellular, [site name]-Raymond, ME, Site No.: 853462" dated August 25, 2009, shall be a permitted use on the Subject Property, subject to review under the provisions of Article 9, Section S Wireless Communications Facilities, and Article 10, Site Plan Review, of the Ordinance.
3. The Wireless Telecommunication Facility constructed pursuant to this Conditional Rezoning Agreement shall not be subject to the limitations of Article 9, Section S, Subsections 6(b) and 6(c), provided it is constructed and operated in accordance with the following conditions and restrictions. The use permitted shall be limited to that described in this Conditional Rezoning Agreement, Applicant's FCC license, and as shown on Applicant's site plan entitled "U.S. Cellular, [Site Name]: Raymond, ME, Site No.: 853462" dated August 25, 2009.

4. ~~The Applicant shall record this Conditional Zoning Agreement in the Cumberland County Registry of Deeds at Applicant's expense within 30 days following approval of the conditional rezoning by the Raymond town meeting~~
5. ~~This is the sole zoning for the property and except as otherwise set forth in this Conditional Zoning Agreement, all other requirements of the Rural District shall apply. Except as expressly modified herein, the use and occupancy of the property shall be governed by and comply with all applicable provisions of the Ordinance, including applicable provisions of Article 9, Section S.~~
6. ~~The above restrictions, provisions and conditions are an essential part of the rezoning, shall run with the land, and shall bind Applicant, Owners and their heirs, successors and assigns as well as any person in possession or occupancy of the property, and shall inure to the benefit of and be enforceable by the Town.~~
7. ~~Any violation of any provision of this Contract Zoning Agreement shall constitute a violation of the Ordinance. The Town shall have the power to enforce all conditions and restrictions of this Agreement, both through enforcement action pursuant to Article 5 of the Ordinance and through legal action for specific performance of this Agreement. Penalties for violations shall be as set forth in 30-A M.R.S.A. §4452.~~
8. ~~By executing this Conditional Zoning Agreement, Applicant and Owners agree to the conditions contained herein.~~
9. ~~In the event that Applicant or its successors or assigns fail to develop the Wireless Telecommunication Facility in accordance with this Agreement, or in the event of any other breach hereof by Applicant, this Agreement may be terminated by vote of the Raymond town meeting. In that event, the property may then be used only for such uses as are otherwise allowed by law.~~

~~TOWN OF RAYMOND~~

~~By: Donald Willard, its Town Manager duly authorized by referendum vote on July 14, 2011~~

~~MAINE RSA #1, INC.~~

~~By: _____~~

~~Its President, STATE OF MAINE~~

~~COUNTY OF CUMBERLAND, ss.
2011~~

~~PERSONALLY APPEARED the above-named Donald Willard in his capacity as Town Manager of the Town of~~

~~Raymond and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.~~

Notary Public/ Attorney at Law

The Planning Board recommends Article 8.
The Selectmen recommend Article 8.

ARTICLE 9: To see if the Town will:

- A. authorize and direct the Board of Selectmen to execute on behalf of the Town an amendment to the Waste Handling Agreement between the Town and Mid-Maine Waste Action Corporation, dated July 1, 1986 (the "Waste Handling Agreement") to provide that the Waste Handling Agreement shall remain in effect until the later of May 1, 2035 or termination of the MMWAC Interlocal Solid Waste Agreement, except that, upon one (1) year's prior written notice, the Town may terminate the Waste Handling Agreement at the end of a fiscal year (Copies of the specific amendments are on file in the Town Clerk's Office and available here in the back of the meeting room); and
- B. authorize and delegate the authority to amend such Waste Handling Agreement to the Board of Selectmen provided that no such amendments further extend the term of the Waste Handling Agreement.

The Selectmen recommend Article 9.

ARTICLE 10: Shall the Town of Raymond authorize the Board of Selectmen to convert the existing tower site lease at 90 Patricia Avenue, property owned by the Town, to a perpetual easement for a one-time payment to the Town of \$900,000 by approving and executing a document in a form substantially similar to the document shown below marked Exhibit 1?

Exhibit 1

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this ____ day of _____, 20__, by and between Town of Raymond, Maine, a municipal corporation with an address of 401 Webbs Mills Road, Raymond, Maine 04071 ("Grantor") and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("GSA IV") with an address of _____. Wherever in this agreement the term "GSA IV" is used, it shall mean GSA IV, its successors or assigns.

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 3780, Page 201 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 Nine Hundred Thousand Dollars (\$900,000.00), 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 15,000 square 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, a 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, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. 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, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, 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 only 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. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.

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 except as provided herein. 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. The foregoing shall not constitute any waiver of any applicable performance standard(s) on the removal of wireless communications towers in the Town of Raymond, Maine, which shall remain in full force and effect.

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, provided, however, that, without accepting any liability for such condition, GSA IV acknowledges and accepts the condition that the Grantor's Property is a former solid-waste landfill. 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. Subject to and without waiver of the requirements of any applicable land use ordinance, 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 Lease dated July 29, 1989 by and between Portland Cellular Partnership, as lessee, and Grantor, as lessor (as amended and assigned, "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. The exercise by GSA IV of any of the foregoing shall at all times be in compliance with and subject to applicable land use regulations, permit and approval requirements of the Town of Raymond, Maine and the foregoing assignment in no way constitutes, waives or replaces any approval or permit condition or requirement.

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 adjacent 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 and Personal Property Taxes. GSA IV acknowledges that Grantor is a tax exempt municipality. GSA IV agrees to reimburse Grantor for any real estate taxes levied against the Easement Area, GSA IV's interest hereunder, or the improvements thereupon; provided that GSA IV shall only reimburse Grantor for its proportionate share of real estate taxes levied solely as a result of GSA IV's use of the Easement Area. GSA IV reserves the right to challenge any such assessment. GSA IV shall pay all personal property taxes assessed against any equipment or taxable personal property installed by GSA IV (or its subtenants or licensees) in the Easement Area.

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, or such longer period as is reasonably necessary to cure such violations, provided Grantor has undertaken reasonably diligent cure efforts, GSA IV shall have the right to seek 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 or Grantor be liable to the other 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. The foregoing indemnification and hold harmless provisions of the Grantor contained in this agreement, notwithstanding anything else to the contrary herein, shall not be considered to, and shall not, expand or create liability on the part of the Grantor to any person (including the persons so indemnified) for claims from which Grantor is released, exempted and/or protected by Maine Law, including without limit, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Grantor under any indemnification obligations contained herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the municipality is maintaining (or required to maintain) at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied, then any loss or damages limit imposed by statute or otherwise. 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 GSA IV contained herein or (ii) any negligent act or omission of GSA IV (whether or not in breach hereof), excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Title. Grantor's release of rights hereunder shall be without covenant of title and shall be considered equivalent to a Municipal Quitclaim Deed as the same form is described under 33 MRSA § 775(11).

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 that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or sub-easement holder's operation of their communications facilities 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 unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, 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. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.

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 Cumberland County, State of Maine.

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:

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

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 appurtenant to and shall run with the land, benefit and burden, as the case may be, the Easement Area and the Grantor's Property. 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 (subject to the terms hereof) 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. Attempted assignments in violation of this section shall be void and of no effect.

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.

31. Abandonment. If GSA IV abandons the Easement Area (abandonment being defined as the absence of any discernable site activity), and it remains abandoned for a period in excess of five (5) years, Grantor may terminate this Easement only after first providing written notice to GSA IV of Grantor's intent to declare the Easement Area abandoned and to terminate this Easement, and giving GSA IV the opportunity to reclaim the Easement Area within ninety (90) days of receipt of said written notice. This Easement shall not terminate if within ninety (90) days after GSA IV's receipt of the written termination notice, GSA IV provides written notice to Grantor of its intent to reclaim the Easement Area. In the absence of such notice, Grantor may record an affidavit attesting under oath to the abandonment of the Easement Area and the giving of the above notice without reply or statement of intent to reclaim having been given by GSA IV, and upon recording thereof, this Easement shall terminate.

The Selectmen recommend Article 10.

ARTICLE 11: To see if the Town will vote to authorize the Selectmen on behalf of the Town to sell and dispose of any property acquired by the Town for nonpayment of taxes pursuant to the policy

adopted by the Selectmen, as may be amended from time to time, the policy to remain consistent with State statutes and laws. In all cases conveyance to be made by municipal quitclaim deed.

The Selectmen
The Budget Committee

ARTICLE 12: To see what date taxes will be due and to set an interest rate for unpaid amounts.

The Selectmen recommend 1st half to be due October 31, 2013 and 2nd half to be due April 30, 2014 with interest at seven percent (7%) on any unpaid balances.

The Selectmen
The Budget Committee

ARTICLE 13: To see if the Town will vote to set the interest rate to be paid by the Town on abated taxes at seven percent (7%) for the fiscal year.

The Selectmen
The Budget Committee

ARTICLE 14: To see if the Town will vote to authorize the Board of Selectmen to dispose of Town owned personal property with value not to exceed \$35,000.

The Selectmen
The Budget Committee

ARTICLE 15: To see if the Town will vote to authorize the Selectmen to borrow from or appropriate from fund balance (surplus) as they deem advisable to meet the unanticipated needs of the community that occur during the fiscal year.

The Selectmen ____ an amount not over \$75,000.
The Budget Committee

ARTICLE 16: To see if the Town will authorize the Selectmen, for the fiscal year 2013 - 2014, to transfer funds between appropriation accounts as long as the grand total of all appropriations is not exceeded. Any such transfers to be approved only at a properly called public meeting of the Selectmen.

The Selectmen
The Budget Committee

ARTICLE 17: To see if the Town will vote to authorize the use of Town employees and/or Town owned equipment or independent contractor(s) hired by the Town for maintenance on private roads in special and certain circumstances where in the public's interest.

Note of explanation -- Three examples of when the use of Town employees and equipment may be necessary:

A. Tying in work done on a public road that intersects a private road;

- B. Plowing snow on a private road to clear the way for emergency response apparatus; and
- C. In rare or emergency situations, maintaining private roads for school bus access to special education students as deemed necessary.

The Selectmen
The Budget Committee

ARTICLE 18: To see if the Town will vote to authorize the Tax Collector or Treasurer to accept prepayments of taxes not yet committed pursuant to 36 M.R.S.A. § 506.

The Selectmen
The Budget Committee

ARTICLE 19: To see if the Town will vote to appropriate \$198,932 from the tax increment of the Pipeline/RT 302 Tax Increment Financing District for FY 2013 - 2014 projects proposed in the Tax Increment Financing District Development Program.

Note: Included in this item are:	Raymond-Casco Historical Society	\$ 1,800
	Raymond Waterways Association Milfoil Program	\$17,500

The Selectmen
The Budget Committee

ARTICLE 20: To see if the Town will vote to raise and appropriate \$500,503 for the Administration account.

The Selectmen
The Budget Committee

ARTICLE 21: To see if the Town will vote to raise and appropriate \$47,427 for the Assessing account.

The Selectmen
The Budget Committee

ARTICLE 22: To see if the Town will vote to raise and appropriate \$18,680 for the Town Hall account.

The Selectmen
The Budget Committee

ARTICLE 23: To see if the Town will vote to raise and appropriate \$ 446,204 for the Insurance account.

The Selectmen
The Budget Committee

ARTICLE 24: To see if the Town will vote to raise and appropriate \$ 6,000 for the General Assistance account.

The Selectmen
The Budget Committee

ARTICLE 25: To see if the Town will vote to raise and appropriate \$ 158,489 for the Technology Department account.

The Selectmen
The Budget Committee

ARTICLE 26: To see if the Town will vote to raise and appropriate \$ 37,121 for the Community Development account.

The Selectmen
The Budget Committee

ARTICLE 27: To see if the Town will vote to raise and appropriate \$ 620,433 for the Fire/Rescue Department account.

The Selectmen
The Budget Committee

ARTICLE 28: To see if the Town will vote to raise and appropriate \$ 15,564 for the Animal Control account.

The Selectmen
The Budget Committee

ARTICLE 29: To see if the Town will vote to raise and appropriate \$ 19,600 for the Infrastructure account.

The Selectmen
The Budget Committee

ARTICLE 30: To see if the Town will vote to raise and appropriate \$ 645,920 for the Public Works account.

The Selectmen
The Budget Committee

ARTICLE 31: To see if the Town will vote to raise and appropriate \$ 450,604 for the Solid Waste account.

The Selectmen
The Budget Committee

ARTICLE 32: To see if the Town will vote to raise and appropriate \$ 16,760 for the Cemeteries account.

The Selectmen
The Budget Committee

ARTICLE 33: To see if the Town will vote to raise and appropriate \$12,997 for the Parks & Recreation account.

Included are:

Materials, maint., equip.	\$2,500
Contract Services	\$6,697
Raymond Rattlers Snowmobile	\$ 800
Raymond Baseball/Softball	\$1,000
Agawam mowing/soccer	\$2,000

The Selectmen
The Budget Committee

ARTICLE 34: To see if the Town will vote to raise and appropriate \$37,500 for the Raymond Village Library.

The Selectmen
The Budget Committee

ARTICLE 35: To see whether the Town will vote to carry forward any existing fund balance in the Capital Improvement Program (C.I.P.) account.

The Selectmen
The Budget Committee

ARTICLE 36: To see if the Town will vote to raise and appropriate \$1,291,810 for the Capital Improvement account.

The Selectmen
The Budget Committee

ARTICLE 37: To see if the Town will vote to raise and appropriate \$627,814 for the County Tax account.

The Selectmen
The Budget Committee

ARTICLE 38: To see if the Town will vote to appropriate the total sum of \$2,074,300 from estimated non-property tax revenues to reduce the property tax commitment, together with all categories of funds, which may be available from the federal government, and any other sources.

[NOTE: This sum includes \$705,000 derived from the cell tower easement sale.]

The Selectmen
The Budget Committee

ARTICLE 39: To see if the Town will vote to authorize the Selectmen to accept or reject grants, donations and/or gifts of money to the Town of Raymond and to expend monies donated for specific purposes.

The Selectmen
The Budget Committee

ARTICLE 40: To see if the Town will vote to accept certain State Funds as provided by the Maine State Legislature during the fiscal year beginning July 1, 2013 and any other funds provided by any other entity included but not limited to:

- Municipal Revenue Sharing
- Local Road Assistance
- Emergency Management Assistance
- Snowmobile Registration Money
- Tree Growth Reimbursement
- General Assistance Reimbursement
- Veteran's Exemption Reimbursement
- State Grant or Other Funds

The Selectmen
The Budget Committee

ARTICLE 41: To see if the Town will vote to utilize the voting machine reserve in the amount of \$6,500 for FY 2013-2014 property tax relief.

[EXPLANATION: The State will be leasing machines for all municipalities, so these funds are no longer needed for the purpose of purchasing a voting machine.]

The Selectmen
The Budget Committee

ARTICLE 42: LD1. To see if the Town will vote to increase the property tax levy limit of \$2,175,143.47 established for the Town of Raymond by State law in the event that Articles 9 & 38 are not approved.

The Budget Committee makes no recommendation.

ARTICLE 43: Shall the Town (1) approve a road reconstruction and repaving program at an estimated cost of \$2,000,000, (2) appropriate a sum not to exceed \$2,000,000 to fund the costs of this program including costs of issuance and, (3) to fund said appropriation, authorize the Treasurer and Chairman of the Board of Selectmen to issue general obligation securities of the Town of Raymond, Maine (including temporary notes in anticipation of the sale thereof) in an aggregate principal amount not to exceed \$2,000,000 and the discretion to fix the date(s), maturity(ies), interest rate(s), denomination(s), call(s) for redemption, place(s) of payment, form, refunding, and other details of said securities, including execution and delivery of said securities on behalf of the Town of

Raymond, and to provide for the sale thereof, is hereby delegated to the Treasurer and Chairman of the Board of Selectmen.

EXPLANATION AND RECOMMENDATIONS:

The purpose of this Article is to approve the road reconstruction and repaving program set forth in the above article and the permanent funding of these projects. The Board of Selectmen recommends approval of this Article.

FINANCIAL STATEMENT

(a) Total Indebtedness

13. Bonds outstanding and unpaid:	\$4,319,998
14. Bonds authorized and unissued:	\$0
15. Bonds to be issued if this Article is approved	\$2,000,000

B. Costs

At an estimated maximum interest rate of 2.00% for a ten (10) year maturity, the estimated costs of this bond issue will be:

Principal:	\$2,000,000
Interest:	\$ 220,000
Total Debt Service:	\$2,220,000

3. Validity:

The validity of the bonds and of the voters' ratification of the bonds may not be affected by any errors in the above estimates. If the actual amount of the total debt service for the bond issue varies from the estimate, the ratification by the electors is nevertheless conclusive and the validity of the bond issue is not affected by reason of the variance.

s/ Nancy Yates

Town Treasurer

Given under our hands this 12th day of April AD 2013.

Sam Gifford, Chairman

Lawrence Taylor, Vice Chair

Joseph Bruno, Parliamentarian

Michael Reynolds

Charles Leavitt

Adjusted Draft
Municipal Budget
20130402

FY 2013-14

	13/14 Budget	12/13 Budget	11/12 Budget	10/11 Budget	09/10 Budget	last/this	% diff		
Administration									
Salaries	322,780	317,702	308,052	301,468	316,993				
Code Enforcement Department	85,501	84,005	73,771	78,019	88,191				
Supplies	4,000	4,200	4,000	4,300	4,300				
Equipment	500	500	500	500	500				
Service contracts	15,890	18,433	18,490	18,311	17,976				
Utilities-phone	5,000	5,500	5,900	5,900	5,900				
Postage	7,931	6,977	6,853	6,480	6,530				
Audit & legal	30,000	26,000	26,000	26,000	26,000				
Dues / publications/remembrances	1,305	1,355	1,155	1,205	1,250				
Advertising	3,000	2,500	2,000	1,000	1,000				
Registry of Deeds	4,000	4,500	4,500	3,500	3,500				
Travel & training	10,999	11,199	9,399	9,399	9,399				
Printing	2,500	2,500	2,500	3,700	5,600				
Elections	7,097	8,655	7,825	8,228	10,743				
Total	500,503	494,026	470,945	468,010	497,882	6,477	1.31106		
Assessing									
Contract Assessor	25,000	25,000	30,000	30,000	30,000				
Assistant Salary	10,967	10,754	15,678	24,669	24,669				
Supplies/Equipment	1,000	1,100	1,059	1,500	800				
Legal (Assessing & BAR)	900	1,000	1,000	1,200	2,568				
Software maintenance	8,360	8,456	7,350	7,100	7,100				
Registry of Deeds	1,200	1,200	1,200	1,200	1,200				
Total	47,427	47,510	56,287	65,669	66,337	-83	-0.17470		
Town Hall									
Supplies	1,640	1,100	1700	2,220	2,400				
Equipment	1,800	1,000	3,000	3,000	3,454				
Heating oil	4,320	4,995	5,600	6,000	7,600				
Utilities	7,400	11,000	13,500	14,500	15,264				
Contract services	1,520	1,497	1,453	1,403	1,403				
Town Hall repairs/renovations/maint	2,000	3,000	3,000	3,500	3,500				
Total	18,680	22,592	28,253	30,623	33,621	-3,912	-17.31586		
Insurance									
Social Security	87,154	84,851	83,073	84,487	85,324				
Unemployment	1,000	1,000	1,000	1,000	1,000				
Liability/Vehicle Insurance	40,000	28,000	29,002	29,002	28,930				
Workers Comp	26,000	28,000	29,000	30,970	30,970				
Inland Marine	2,500	2,125	1,999	1,986	1,900				
Public officials liab.	1,350	1,350	1,350	1,350	1,350				
Health/Dental	229,000	253,671	243,201	265,867	245,176				
Life insurance	5,300	4,450	4,450	4,795	4,795				
ICMA Ret Corp	41,900	47,798	47,907	44,635	47,515				
Rescue Billing Services	12,000	12,000	12,000	14,400	14,576				
Total	446,204	463,245	452,982	478,492	461,536	-17,041	-3.67861		
General Assistance									
GA	6,000	6,000	6,000	4,000	2,000				
Total	6,000	6,000	6,000	4,000	2,000	0	0.00000		

Adjusted Draft
Municipal Budget
20130402

FY 2013-14

	13/14 Budget	12/13 Budget	11/12 Budget	10/11 Budget	09/10 Budget	last/this	% diff		
Technology Department									
Video broadcasting salary	16,724	12,293	9,235	3,600	3,600				
Video broadcasting expenses	10,000	9,000	9,000	9,000	9,000				
Technology Svcs Admin/GIS Coord.	60,000	60,000	60,000	60,000	60,000				
Technology/computers/upgrades	58,165	58,165	58,165	63,800	63,800				
GIS hardware/software/maint.	13,600	13,600	28,600	13,600	20,000				
Total	158,489	153,058	165,000	150,000	156,400	5,431	3.54833		
Community Development									
Planning Services	21,500	36,500	17,000	26,100	31,277				
Economic Development	0							moved to TIF	
GIS Services	0							moved to TIF	
Secretary	9,871	9,679	11,775						
Supplies	250	250	250	250	250				
Advertising	1,500	1,500	1,500	1,500	1,500				
Legal	0								
Comp Plan implementation			0	1,500	5,000				
Planning Board Ordinance Updates	4,000		4,500	6,500	5,000				
Conservation Commission	0	2,000	2,000	4,000	4,000				
GPCOG	0	4,699	3,869	0	0			moved to TIF	
Total	37,121	54,628	40,894	39,850	47,027	-17,507	-32.04767		
Fire/EMS Department									
Clothing allowance	5,000	5,000	5,000	5,000	5,000				
Operations	22,000	18,000	17,000	15,955	13,955				
Travel	2,400	2,400	4,400	4,400	4,400				
Fire/Rescue Payroll	395,454	387,700	377,432	376,432	376,432				
Dispatch Services	31,700	31,700	31,700	31,700	25,900				
Building maint	12,244	12,244	12,244	12,244	8,620				
New equipment	8,000	7,000	7,000	7,000	7,000				
Gas/oil	18,278	17,278	15,278	15,278	15,278				
Vehicle Maintenance	28,400	26,400	23,400	23,400	23,400				
Firefighter Equipment and repair	5,700	5,700	5,700	5,700	5,700				
Radio repairs & replacement	7,800	7,800	7,800	7,800	7,800				
Heating of buildings	13,000	13,000	13,000	16,000	16,000				
Utilities	26,966	26,966	26,966	26,966	24,966				
Maintenance and License Contracts	5,721	4,721	4,721	4,721	4,721				
Health & safety	4,955	4,955	4,000	4,000	4,000				
Dues & publications; EMS assessment	900	900	900	900	900				
Training	19,790	10,500	10,500	10,500	10,500				
Fire prevention	500	500	500	500	500				
Turn-out gear/equip	7,225	4,500	8,500	8,500	8,500				
SCBA	4,400	2,200	2,155	1,200	1,200				
Total	620,433	589,464	578,196	578,196	564,772	30,969	5.25376		
Animal Control									
Revenue	(\$4,200)	(\$4,000)	(\$4,000)	(4,000)	(4,000)				
Salaries	7,708	7,532	6,327	6,000	5,120				
Uniforms	400	400	400	500	300				
Equipment	500	500	500	600	600				
Mileage/Expenses	5,300	5,200	5,200	5,000	5,000				
Contract services	5,856	5,856	6,160	5,671	5,586				
Total	15,564	15,488	14,587	13,771	12,606	76	0.49070		

Adjusted Draft
Municipal Budget
20130402

FY 2013-14

	13/14 Budget	12/13 Budget	11/12 Budget	10/11 Budget	09/10 Budget	last/this	% diff		
Infrastructure									
Streetlights	19,600	19,960	19,330	20,930	21,220				
Total	19,600	19,960	19,330	20,930	21,220	-360	-1.80361		
Public Works									
Salaries	231,610	225,098	215,129	211,114	212,852				
Supplies/uniforms	3,000	3,000	3,000	5,000	5,000				
Materials	15,000	15,000	15,000	15,000	15,000				
Street signs	5,500	3,000	3,000	3,000	3,000				
Road salt	60,000	60,000	71,000	71,000	71,000				
Equipment	3,000	3,000	3,000	1,000	3,500				
Equipment maintenance	39,625	32,500	30,000	20,000	20,000				
Gas/diesel	29,000	29,000	18,000	22,000	22,000				
Utilities-Phone/CMP	4,000	4,000	4,000	5,600	5,600				
District One-PW	5,000	5,890	5,890	6,575	6,575				
Building maintenance	7,100	8,500	7,700	3,500	3,500				
Travel & training	400	500	0	0	400				
Snow removal contract	176,591	176,591	169,862	164,560	158,239				
Striping contract	15,394	11,000	11,000	10,000	10,000				
Roadside mowing	2,500	3,200	3,200	3,200	3,200				
Subcontracting	6,000	6,000	6,000	6,000	7,000				
Rental equipment	1,000	1,000	1,000	750	1,500				
Winter Sand	41,200	41,200	41,200	41,200	41,200				
Total	645,920	628,479	607,981	589,499	589,566	17,441	2.77511		
Solid Waste									
Recycling pickup & haul	121,235	121,235	117,700	114,278	107,494				
Recycling committee	700	1,200	1,200	1,200	1,200				
Roadside pickup	121,235	121,235	117,700	114,278	114,660				
MMWAC	43,400	46,400	49,300	52,200	52,200				
MMWAC debt service	143,821	152,115	160,409	168,703	176,997				
ecomaine (RWS) demo project	20,213	20,896	20,896	20,896	18,440				
Total	450,604	463,081	467,205	471,555	470,991	-12,477	-2.69435		
Cemeteries									
Contract services	12,760	11,212	11,112	11,112	11,112				
General repair/maintenance	4,000	5,000	5,000	5,000	5,000				
Map and plot locations plan	0	8,365	0	0	2,000				
Total	16,760	24,577	16,112	16,112	18,112	-7,817	-31.80616		
Parks/Recreation									
Materials/equipment	2,500	3,500	3,500	0	4,200				
Contract services	6,697	6,697	6,697	6,697	7,335				
Raymond Rattlers Snowmobile	800	2,000	2,000	2,000	2,000				
Raymond Baseball/Softball	1,000	1,000	1,000	1,000	1,000				
Agawam mowing /soccer	2,000	2,000	2,000	2,000	2,000				
Total	12,997	15,197	15,197	11,697	16,535	-2,200	-14.47654		
Raymond Village Library									
Library	37,500	35,000	30,900	30,900	30,900				
Total	37,500	35,000	30,900	30,900	30,900	2,500	7.14286		

Adjusted Draft
Municipal Budget
20130402

FY 2013-14

	13/14 Budget	12/13 Budget	11/12 Budget	10/11 Budget	09/10 Budget	last/this	% diff		
Provider Agencies									
RED	0	0	0	0	1500				
Raymond Mentoring Partnership	0	0	0	0	1000				
Raymond Food Pantry	0	0	0	0	200				
Total	0	0	0	0	2,700	0	0.00000		
CIP									
PW-Equipment Reserve & 13-14 CIP	135,000	35,000	35,000	35,000	35,000				
PW - Road construction bond payment	100,086	103,263	106,297	109,213	112,081				
Paving/Road Maintenance	500,000	240,000	240,000	234,838	225,000				
Municipal Facilities Maint/Improvement	25,000	25,000	25,000	25,000	25,000				
Public Safety Bldg bond payment	118,779	123,358	132,829	136,385	139,741				
Fire Dept equipment bond payment	57,945	59,784	61,541	63,229	64,889				
Fire Department Equipment, Facilities & 13-14 CIP	355,000	75,000	75,000	75,000	85,000				
	1,291,810	661,405	675,667	678,665	686,711	630,405	95.31301		
Gross Budget	4,325,612	3,693,710	3,645,536	3,647,969	3,678,916	631,902	17.10752		
County Tax Assessment	627,814	589,109	589,325	544,946	560,674				
	627,814	589,109	589,325	544,946	560,674	38,705	6.57009		
TIF									
Raymond/Casco Historical	1,800	1,800	1,800	1,800	1,800				
Hydrant Rental	5,600	5,460	5,300	5,360	5,360				
Waterline Bond Payment	65,926	68,467	73,724	75,697	77,560				
Route 302 Bond Payment	45,119	46,858	50,456	51,806	53,081				
Street Flag Maintenance	1,000	1,000	1,000	1,000	1,000				
Route 302 Corridor	30,551	29,493	30,288	33,597	34,297				
Sheri-Gagnon Park			0	4,838	0				
GPCOG Dues	4,436								
Economic Development	7,000								
GIS contract	20,000								
Raymond Waterways	17,500	15,000	15,000	15,000	15,000				
	198,932	168,078	177,568	189,098	188,098	30,854	18.35695		

Estimated Municipal (Non-Property Tax) Revenues 20130402

FY 2013-14

	Account	13/14 Budget	12/13 Budget	11/12 Budget	10/11 Budget	09/10 Budget	08/09 Budget	\$diff last/this yr
R3050	Public Cable Franchise Agreement	\$39,000	\$39,000	\$37,000	\$36,000	\$34,000	\$33,974	\$0
R3100	Crown Castle Tower Lease	\$0	\$42,526	\$40,000	\$38,984	\$37,812	\$35,828	-\$42,526
R3120	Supplemental Taxes	\$0	\$0	\$0	\$0	\$0	\$9,000	\$0
R3150	Excise Taxes	\$740,000	\$720,000	\$720,000	\$730,000	\$780,000	\$800,000	\$20,000
R3200	Municipal Revenue Sharing	\$195,000	\$205,000	\$200,000	\$200,000	\$233,163	\$240,000	-\$10,000
R3220	Local Road Assistance	\$55,000	\$54,000	\$52,000	\$52,000	\$55,000	\$61,800	\$1,000
R3270	Tree Growth	\$10,000	\$8,000	\$7,000	\$7,000	\$6,000	\$7,000	\$2,000
R3280	Veterans Exemption	\$2,500	\$4,000	\$2,300	\$2,300	\$1,500	\$1,500	-\$1,500
R3300	Snowmobile Reimbursements	\$1,400	\$2,400	\$2,200	\$2,800	\$2,300	\$2,300	-\$1,000
R3320	CEO/Planning Board Fees	\$50,000	\$50,000	\$50,000	\$55,000	\$55,000	\$95,000	\$0
R3360	Municipal Fees	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$23,000	\$0
R3380	Public Safety Income - Town of Frye Island	\$15,000	\$15,000	\$15,000	\$15,000	\$20,000	\$30,000	\$0
R3385	Public Safety Income - Town of Gray	\$0	\$10,000	\$10,000	\$0	\$0	\$0	-\$10,000
R3400	Fire and Rescue Ambulance Collections	\$145,000	\$145,000	\$145,000	\$160,000	\$160,000	\$130,000	\$0
R3435	Solid Waste - Bag Tag Income	\$400	\$700	\$800	\$1,000	\$1,200	\$1,200	-\$300
R3475	Sale of Recyclables	\$0	\$0	\$0	\$0	\$10,000	\$11,000	\$0
R3440	Recycling Bins	\$0	\$200	\$200	\$150	\$200	\$200	-\$200
R3480	Lien Charges	\$6,000	\$5,000	\$5,000	\$4,000	\$3,500	\$3,500	\$1,000
R3500	Miscellaneous	\$35,000	\$60,000	\$60,000	\$55,000	\$50,000	\$60,000	-\$25,000
R3520	Interest Income - Taxes	\$35,000	\$35,000	\$30,000	\$30,000	\$30,000	\$25,000	\$0
R3530	Interest Income - Investments	\$2,000	\$5,000	\$10,000	\$20,000	\$40,000	\$85,000	-\$3,000
R3550	Clerk Fees	\$3,500	\$3,500	\$3,900	\$3,200	\$3,200	\$3,500	\$0
R3560	Perpetual Care	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$0
R3600	Parking Fines	\$500	\$300	\$200	\$500	\$500	\$1,000	\$200
R3800	School Plowing Income	\$7,000	\$7,000					\$0
R3900	Luther Gulick Fund Contribution	\$3,000	\$3,000					\$0
R4000	Fund Balance Contribution	\$0	\$0	\$88,406	\$129,214	\$146,300	\$150,000	\$0
	Total	\$1,369,300	\$1,438,626	\$1,503,006	\$1,566,148	\$1,693,675	\$1,813,802	-\$69,326
R4050	Homestead Exemption Reimbursement	\$55,000	\$55,000	\$60,000	\$78,000	\$55,000	\$70,953	\$0
R4051	BETE Reimbursement	\$15,000	\$15,000	\$10,000	\$14,000	\$0	\$0	\$0
R4052	Use of Assessing Reserve	\$0	\$70,000					-\$70,000
R4053	Use of Tower Easement Funds	\$705,000						\$705,000
R4054	Use of Voting Machine Reserve	\$6,500						\$6,500
						Total anticipated change in		\$572,174

FY 2013-2014 MUNICIPAL BUDGET CALCULATOR 20130402

Proposed Gross Municipal Budget	4,325,612	
Less Projected Revenues	-2,080,800	
Less Estimated Homestead Reimbursement	-55,000	
Less Estimated BETE Reimbursement	-15,000	
Proposed Net Municipal Budget	2,174,812	
The allowed 2013-2014 Municipal Tax Levy Limit per LD1 is	2,175,144	per contract assessor, Curt Lebel
Proposed Net Municipal Budget exceeds the LD1 Tax Levy Limit by	-\$332	

**2013-2014
Administration**

Account # 0100

Total Appropriation Request -- \$500,503

Sub-accounts

***0100 Wages* \$322,780**

Town Manager	(Salary)	\$96,035
A portion of salary is used to purchase long-term disability insurance		
Finance Director	36.67/hr @ 40hrs/week	\$76,274
Deputy Finance Director	22.01/hr @ 35hrs/week	\$40,059
Deputy Tax Collector	18.68/hr @ 32hrs/week	\$31,084
Clerk	23.10/hr @ 38hrs/week	\$45,646
Deputy Clerk/Tax Collector/Counter/ G.A. Coordinator	16.47/hr @ 25hrs/week	\$21,411
Municipal Assistant	21.09/hr @ 9 hrs/week	\$9,871
(12 hrs under Code Enforcement; 9 hrs under Community Development and 10 hrs under Assessing)		
Selectmen	2 members @ \$1,200/year	\$2,400

***0150 Code Enforcement Department* \$85,501**

Code Enforcement Officer	40 hrs per week - Salary	\$63,240
Municipal Assistant	\$21.09/hr @ 12 hrs/week	\$13,161
(9 hrs under Administration; 9 hrs under Community Development and 10 hrs under Assessing)		
Supplies		\$1,000
Vehicle fuel/maintenance		\$4,000
Training/Conferences		\$1,500
Phone		\$1,400
Software		\$1,200

***0200 Supplies* \$4,000**

Included are paper products (forms, envelopes, labels, stickers, etc); office supplies; computer supplies

***0300 Equipment* \$500**

Chairs; desks; filing cabinets, adding machines, and other office equipment

0325 Service Contracts**\$15,890**

Northern Data (software licenses and support fees) - \$11,235, Postage machine rental - \$760; Postage Meter maintenance contract \$110, photo copier agreements - \$600; tax billing services from Northern Data - \$2,657, Lewiston Waste Water Control-\$250 for septic site license, Androscoggin Bank-\$250 (Trust Funds administration fee), Quarterly Electronic 941 filing \$28

0500 Telephone**\$5,000**

Verizon Wireless, Fairpoint, VOIP

0600 Postage**\$7,931**

Tax Bills (semi-annual)	\$2,960
Tax bills – corrected re-submittals	\$46
30-day lien notices@\$6.11 (360)	\$2200
Mortgage holder lien notices@\$6.11 (50)	\$306
45 day automatic foreclosure notices@\$6.11 (60)	\$367
Mortgage holder foreclosure notices@\$6.11 (50)	\$306
Reminder notices	\$46
Normal business mail, town wide mailings, postage due	\$1,700

0700 Professional Services**\$30,000**

Audit:	\$8,000
Legal	\$22,000

0800 Dues and Subscriptions/Publications/Remembrances**\$1,305**

Excise guides \$150; Affiliated Health Assoc. \$150; MTCCA \$40; MTCTTCA \$75; MWDA \$30; CCMCA \$10; newspapers and other publications \$300, notaries \$50, Remembrances \$ 500 –**previously eliminated MMA membership, along with TM’s ICMA & MTCMA dues**

0900 Advertising**\$3,000**

Appeals Board; Selectmen; employment openings; public notices; and legal advertisements

1000 Registry of Deeds**\$4,000**

Lien filings; lien discharges; and quitclaim deed filings – have to pay for each year quitclaimed

1100 Travel and Training**\$10,999**

The 2013 mileage reimbursement rate has been set at 56.5 cents per mile by the IRS.

The Town of Raymond uses the IRS standard rate.

Town Manager

Auto stipend

\$3,899

Training and meetings	\$1,500
MTCMA Conference	\$0
ICMA Conference	\$2,800
MMA Conference	\$0
Previously eliminated Town Manager attendance at MTCMA & MMA conference	
Office Staff Conferences and mileage	\$2,800

1200 Printing	\$2,500
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Town reports	\$2,000
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The distribution plan again for this year is to put the town report on-line and to have three locations for public pickup.

Ordinance Printing	\$500
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1400 Elections	\$7,097
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Conferences/training	\$700
Register of Voters 200 hrs @ \$8.04/hr	\$1,608
Election Worker meals @ \$120/election for 4 elections	\$480

June Town election - Workers = 6 @ 13.5 hrs @ \$7.50/hr	\$608
Voting machine programming	\$370
Print 1000 ballots @ .40 each	\$400
June Town Meeting - Workers = 4 @ 5 hrs @ \$7.50/hr	\$150

RSU Public Hearing – Workers = 3 @ 3 HRS @ 7.50/hr	\$68
RSU Budget Referendum – Workers = 5 @ 13.5 hrs @ \$7.50/hr	\$507
Voting machine programming	\$370
Print 1000 ballots @ .40 each	\$400
Reimbursement by RSU 14	\$-1345

November Election – Workers = 6 @ 13.5 hrs @ \$7.50/hr	\$608
State pays for voting machine programming	- 0 -
State pays for ballot printing	- 0 -
Municipal machine programming (if needed)	\$370
Municipal ballot printing: 1000 @ .40 each	\$400

Unanticipated 1 Election – Workers 6 @ 13.5 hrs @ \$7.50/hr	\$608
Machine programming	\$370
Print 1000 ballots @ .40 each	\$400

Election supplies	\$25
Voting Machine – annual maintenance	- 0 -

(Funding for new voting machine in reserve - \$6500 – can be eliminated. State has 5-year lease program beginning in 2013. Purchase of machines not recommended at this time.)

<p>2013-2014 Assessing Account #0125</p>

Total Appropriation Request -- \$47,427

Sub-accounts

<i>0050 Contract Assessor</i>	<i>\$25,000</i>
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Contracted Assessor Curt Lebel – 50 days

<i>0100 Salary</i>	<i>\$10,967</i>
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Assessor's Assistant – 10 hrs per week at \$21.09/hr
(9 hrs under Administration, 12 hrs under Code Enforcement, 9 hrs under Community Development)

<i>0200 Supplies/Equipment</i>	<i>\$1,000</i>
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Office supplies

<i>0250 Legal</i>	<i>\$900</i>
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Covers the legal cost for assessing and the Board of Assessment Review

<i>0275 Software Maintenance</i>	<i>\$8,360</i>
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Vision annual software license, maintenance, tech support, and upgrades - \$5510;
Website support - \$2200; NDS Bridge - 500; Vision static database - 150

<i>0300 Registry of Deeds</i>	<i>\$1,200</i>
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Copies of deeds for Town Office records

2013-2014 Town Hall Account #0200
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Total Appropriation Request -- \$ 18,680

Sub-accounts

<i>0200 Supplies</i>	<i>\$1,640</i>
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Water and water cooler rental, maintenance	\$540
Toiletries; paper goods; hardware; and misc.	\$1,100

<i>0300 Equipment</i>	<i>\$1,800</i>
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Equipment purchases, copier lease

<i>0400 Heating Oil</i>	<i>\$4,320</i>
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1200 gallons of fuel @ \$3.60/gallon; average usage decrease due to new furnace, milder winters

<i>0500 Utilities</i>	<i>\$7,400</i>
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CMP – usage decreasing as aging servers replaced and consolidated on newer, more efficient servers

<i>1300 Contract Services</i>	<i>\$1,520</i>
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Mowing Town Office-\$800, alarm monitoring-\$720

<i>1400 Renovation/Repairs/Maintenance</i>	<i>\$2,000</i>
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Represents monies to cover any unforeseen events that may occur for repairs or maintenance

2013-2014 Insurance Account #0400
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Total Appropriation Request -- \$446,204

Sub-accounts

<i>0599 Social Security</i>	<i>\$87,154</i>
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Employer's share of Social Security

<i>0699 Unemployment Insurance</i>	<i>\$1,000</i>
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<i>0749 Liability/Vehicle Insurance</i>	<i>\$40,000</i>
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General liability insurance and property/vehicle insurance

<i>0799 Workers Compensation Insurance</i>	<i>\$26,000</i>
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The components that comprise the rate are the number of employees, salaries, modification rate and the job classification rates.

<i>0899 Public Officials Liability Insurance</i>	<i>\$1,350</i>
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<i>0900 Inland Marine</i>	<i>\$2,500</i>
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Includes rescue watercraft and other miscellaneous equipment

<i>1399 Health and Dental Insurance Premiums</i>	<i>\$229,000</i>
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Medical and Dental Insurance for 16 employees; pays 85% of family coverage

This includes negotiated TM long-term disability insurance (from salary).

This figure based on employees using \$8000 less than \$48,000 maximum deductible reimbursement.

<i>1450 Life Insurance</i>	<i>\$5,300</i>
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Provided for full time employees, based on annual salary and age of employee. Also includes additional Life Insurance for TM as negotiated per contract (from salary).

1499 ICMA Retirement Corp

\$41,900

ICMA Retirement match benefit for 16 employees.

All full time employees are eligible for the ICMA Retirement plan.

The maximum amount allowed after 5 years of employment is a match of 5% of gross wages.

Employees eligible to receive family coverage/two person/employee with child(ren)/health care but elect NOT to take advantage are eligible to receive up to \$3454 (established in 2002 as half the cost of family coverage at that time) annually or additional life insurance benefits. The estimated cost to the Town in FY2013/2014 for employees who elect to take the ICMA Retirement option instead of the health plan that they are eligible for will be \$7,239, for 3 employees.

1600 Rescue Billing Services

\$12,000

This is the cost for the Town of Raymond's billing services with Medical Reimbursement Services of Windham and is based on 8% of collected amounts. They collect from insurance companies those fees charged for rescue calls/ambulance transportation.

<p>2013-2014 General Assistance Account # 0500</p>

Total Appropriation Request -- \$6,000

Sub-accounts

0110 General Assistance

\$6,000

This account is used for aid to families with extreme levels of poverty. Expenditures for housing, food, fuel, and medical payments are issued from this account. No increase for FY 2013-14. Expenditures are reimbursed by the State of Maine at a 50% level.

The Town has the Community Assistance Fund for those needing assistance but not qualifying for General Assistance. At the time of this draft, that account has \$20,153 available.

<p style="text-align: center;">2013-2014 Technology Department Account #0550</p>

Total Appropriation Request -- \$158,489

Sub-accounts

<i>0100 Technology Services Administrator / GIS Coordinator</i>	<i>\$60,000</i>
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Contract position for administration of network services and GIS applications - 6th year of same request.

<i>0300 GIS Hardware/Software/Maintenance</i>	<i>\$13,600</i>
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Software, hardware, and maintenance necessary for GIS

<i>0400 Cable Broadcasting salaries</i>	<i>\$16,724</i>
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\$16.08/hr @ 20 hrs per week. Videographer for live meeting broadcasts; dvd creation; playback scheduling, etc.

<i>0500 Cable Broadcasting expenses</i>	<i>\$10,000</i>
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Supplies, software and hardware maintenance

<i>0700 Technology/computer/upgrades</i>	<i>\$58,165</i>
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This includes annual upgrades, maintenance, replacement costs, virus protection renewals, sonic wall upgrades and renewals, technical training, fuel/maintenance for Portable. Time Warner Road Runner cable modem \$13,200

<p align="center">2013-2014 Community Development and Services Account #0575</p>

Total Appropriation Request -- \$37,121

Sub-accounts

<i>0025 Planning Services</i>	<i>\$21,500</i>
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Contracted Planning services with Sebago Technics

<i>0026 Economic Development</i>	<i>\$0</i>
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Contracted Economic Development services with GPCOG – moved to TIF

<i>0027 GIS Services</i>	<i>\$0</i>
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Contracted GIS services with Sebago Technics – moved to TIF

<i>0030 Secretarial Support</i>	<i>\$9,871</i>
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Planning Secretary – 9 hours per week @ 21.09

(9 hrs under Admin; 12 hrs under Code Enforcement; 10 hrs under Assessing)

<i>0200 Supplies</i>	<i>\$250</i>
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<i>0800 Ordinance Updates</i>	<i>\$4,000</i>
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Contracted Ordinance work with GPCOG

<i>0900 Advertising</i>	<i>\$1,500</i>
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Covers the cost of Planning Board hearing notices

<i>1000 Legal</i>	<i>\$0</i>
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Legal review of ordinance revisions/changes/implementations

<i>1250 Conservation Commission</i>	<i>\$0</i>
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To support ongoing efforts with land conservation, invasive insect education, & membership with the Maine Association of Conservation Commissions

Conservation Commission requests to carry forward 2012-2013 balance and not appropriate additional funds in 2013-2014.

<i>1300 GPCOG</i>	<i>\$0</i>
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Annual membership dues – moved to TIF

<p style="text-align: center;">2013-2014 Fire and EMS Department Account #0600</p>

Total Appropriation Request -- \$620,433

Sub-accounts

0025 Clothing Allowance	\$5,000
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Uniforms, badges, patches, identification tags; shirts for members

0050 Operations	\$22,000
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Oxygen, Medical supplies, laundry, office supplies, light bulbs, miscellaneous hardware, new EMS requirements of Capnography and EMS drug boxes, increase in EMS supply cost & Med. Control doctor.

0075 Travel	\$2,400
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Expense reimbursements for travel associated with training, meetings, and other functions; attendance at National Chiefs' Conference; Adjustment added to vehicle maintenance

0100 Fire/Rescue Payroll	\$395,454
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Chief, Full-time paramedic/firefighters, call and standby pay, administrative support, training pay

0150 Dispatch Services	\$31,700
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Ongoing expenses related to contract for regional dispatch services with CCRCC

0200 Building Maintenance	\$12,244
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General maintenance for buildings: includes electrical, repairs, paint, floor waxing, water lines

0300 New Equipment	\$8,000
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New equipment for Fire and Rescue; Trailer for Forestry Pumps & Equipment, Rural Water, ISO, Gear Lockers

0325 Fuel – Gas, oil	\$18,278
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Fire and Rescue vehicles – adjusted to reflect anticipated increase.

0340 Maintenance of Vehicles	\$28,400
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All associated Fire and Rescue vehicle maintenance – adjust for expected issues in aging fleet

0350 Firefighter Equipment and Repairs	\$5,700
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Repairs of all equipment that breaks or is lost during fire operations - hose, hand tools, electrical cords, generators, portable pumps, portable lights, chainsaws, fittings, EMS equipment, fire extinguisher use and refill

0355 Radio Repairs and Replacement	\$7,800
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Repair and replacement of portable radios

0400 Heating	\$13,000
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Based on 6,000 gallons of LPG
Heating for PSB & District II Fire Station

0500 Utilities - Public Safety Building	\$26,966
CMP, Verizon, Fairpoint, Alarm Lines, TWC High Speed professional internet service	
0600 Maintenance Contracts and Licenses	\$5,721
Copier services, HVAC system heat service contract, Defibrillator(s) maintenance contract, annual EMS assessment, EMS license fees, Emergency Reporting, MEMSARS; requirement to put elevator back in service	
0700 Health & Safety	\$4,955
Hepatitis, TB, protective equipment, mask fitting HEPA 95 and SCBA, Job Placement assessments, physicals, Blood Borne Pathogen issues with laundry	
0800 Dues & Publications	\$900
Trade journals, professional publications, legal newsletter, and organizational dues	
1100 Training	\$19,790
Training class registration fees, training equipment, officer development and leadership training, curriculum updates, mandatory trainings such as EMS protocol changes and new procedure updates, EVOC, AVOC, Pumps classes, reimbursement to members for EMT and FFI, II certification classes after they meet attendance requirements	
1200 Fire Prevention	\$500
Support materials for educational programs; updated codes purchases	
1300 Turnout Gear/Equipment	\$7,225
Need to maintain safety standards for turnout gear/inspections-need 3 new sets.	
1400 SCBA Maintenance	\$4,400
Annual Flow Tests and safety checks by certified technicians for each pack; batteries for pack safety devices and voice emitters	

<p>2013-2014 Animal Control Account #0750</p>
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Total Appropriation Request -- \$19,764 – Total from taxes \$15,564

(\$4,200 of the needed request will be taken out of the ACO general ledger account this year. State law requires that a portion of every dog license and dog fines go into a reserve account only to be used for ACO)

Sub-accounts

<i>0025 Animal Control Account used to reduce appropriation</i>	<i>(\$4,200)</i>
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<i>0100 Salaries</i>	<i>\$7,708</i>
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Animal Control Officer and assistant(s) @ \$10.98 hr

<i>0200 Uniforms</i>	<i>\$400</i>
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Shirts; patches; and badges; jacket

<i>0300 Equipment</i>	<i>\$500</i>
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Traps, snare loop, gloves, and rabies virus disinfectant, etc.

<i>1100 Mileage/Expense</i>	<i>\$5,300</i>
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Mileage	\$3,600
Vet Bills	\$1,400
Training	300

<i>1300 Contract Services</i>	<i>\$5,856</i>
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Contract with Animal Refuge League :

\$1.32 per capita x 4436 (2010 estimated census)
4 equal quarterly payments

<p>2013-2014 Infrastructure Account #0775</p>
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Total Appropriation Request -- \$ 19,600

Sub-accounts

0050 Street Lights

\$19,600

Slight decrease anticipated based on last year and this year.

<p align="center">2013-2014 Public Works Account #0800</p>

Total Appropriation Request \$645,920

Sub-accounts

<i>0100 Salaries</i>	<i>\$231,610</i>
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Public Works Director/Road Commissioner	\$67,732
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Crew Person #1 (foreman) 20.40/hr @ 40hrs/week	\$42,432
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Crew Person #2 17.29/hr @ 40hrs/week	\$35,964
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Crew Person #3 17.29/hr @ 40hrs/week	\$35,964
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Crew Person #4 17.29/hr @ 40hrs/week	\$35,964
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Overtime	\$13,554
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125 hours per position for over time

<i>0200 Supplies/Uniforms</i>	<i>\$3,000</i>
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Shop supplies, hand tools, gloves, hard hats, safety boots, chainsaw safety equipment, vests, cleaning supplies and office supplies for equipment and buildings

<i>0225 Materials</i>	<i>\$15,000</i>
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Gravel, culverts, cold patch, hay, seed, erosion control, signs, and posts

Note: This account includes gravel, culverts and erosion control supplies that are necessary to accomplish routine road maintenance.

<i>0230 Street Signs</i>	<i>\$5,500</i>
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This account is used for street sign maintenance

<i>0250 Road Salt</i>	<i>\$60,000</i>
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GPCOG bid currently 51.61/ton but expected to increase.

<i>0300 Equipment</i>	<i>\$3,000</i>
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Small misc. equipment purchases-includes chainsaws, work signs & traffic cones

<i>0350 Equipment Maintenance</i>	<i>\$39,625</i>
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Oil changes, tires, breakdowns, cutting edges, nuts, bolts, wiring, and other parts; subcontracted repairs

<i>0400 Gas/Diesel</i>	<i>\$29,000</i>
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Fuel for two heavy dump trucks, four light trucks, backhoe, and grader – over 8,000 gallons – cost and usage adjustment

<i>0500 Utilities-Phone/CMP</i>	<i>\$4,000</i>
CMP for the Salt Shed; Telephone; Cell Phone	
<i>0600 District One – PW</i>	<i>\$5,000</i>
Heat and electricity at 47 Main Street Building	
<i>0700 Building Maintenance</i>	<i>\$7,100</i>
Routine maintenance for the Public Works building	
<i>1100 Travel and Training</i>	<i>\$400</i>
Safety training, equipment operator training, pavement management, and general maintenance programs	
<i>1310 Snow Removal Contract</i>	<i>\$176,591</i>
Per negotiation with P&K–no increase FY2013-14, 5% increase FY2014-15, no increase FY2015-16.	
<i>1320 Striping</i>	<i>\$15,394</i>
Double yellow line striping and fog lines on 25 miles of road	
<i>1325 Roadside Mowing</i>	<i>\$2,500</i>
Subcontracted normal mowing of town roadsides and specific area projects requiring heavy cutting	
<i>1370 Subcontracting</i>	<i>\$6,000</i>
To accomplish necessary work that the public works crew cannot complete due to time restraints and lack of equipment - such as catch basin cleaning and mowing	
<i>1380 Rental Equipment</i>	<i>\$1,000</i>
Rental of special equipment not owned by the Town	
<i>1390 Winter Sand</i>	<i>\$41,200</i>
In the contract with P&K, the Town assumes the cost of winter sand; this is the average cost.	

2013-2014 Solid Waste Account #0900
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Total Appropriation Request -- \$450,604

Sub-accounts

<i>0400 Pine Tree Waste - Recycling Pickup and Hauling Contract</i>	<i>\$121,235</i>
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Per negotiation with Pine Tree – no increase for FY2013-14 with reduction in service to some private roads.

Offers Single-Stream (Zero-Sort) & curbside cardboard recycling

<i>0450 Recycling Committee</i>	<i>\$700</i>
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This account is used to develop brochures and provide for public awareness and promotion of recycling.

<i>1325 Pine Tree Waste - Roadside Pickup Contract</i>	<i>\$121,235</i>
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Per negotiation with Pine Tree – no increase for FY2013-14 with reduction in service to some private roads.

<i>1335 MMWAC Tipping Fee</i>	<i>\$43,400</i>
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@ \$29.00 ton

<i>340 MMWAC Debt Service</i>	<i>\$143,821</i>
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1994 Series D bonds - final payment will be May 1, 2015
Principal payment of 131,379.45, interest of 12,440.97

<i>1425 Ecomaine (RWS) Facility Project Annual Debt</i>	<i>\$20,213</i>
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Based on a prorated calculation of generated bulky waste; According to information received from Ecomaine, final payment will be billed in 2014.

2013-2014 Cemeteries Account #1200

Total Appropriation Request -- \$16,760

Sub-accounts

<i>1300 Contract Services</i>	<i>\$12,760</i>
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Cemetery mowing	\$10,960
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Pre-season clean-up	\$1,400
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Veteran's flags	\$400
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<i>1400 General Maintenance and Repair</i>	<i>\$4,000</i>
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In addition to usual repair and maintenance, stones are being straightened and repaired by Collette Monuments, as the budget allows, work is being done on the new portion of North Raymond Cemetery, and some clearing at Raymond Hill Cemetery.

<p>2013-2014 Raymond Village Library Account #1275</p>

Total Appropriation Request -- \$37,500

Sub-accounts

<i>0100 Library</i>	<i>\$37,500</i>
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This represents half the requested increase of \$5,000 over last year's appropriation.

2013-2014
Capital Improvements
Account # 1500

Total Appropriation Request -- \$1,291,810

Sub-account

0250 Public Works – Equipment Reserve **\$135,000**

Planned replacement of major Public Works equipment – FY2013-14 includes wheeler dump truck.

0300 Public Works Construction Bond Payment **\$100,086**

Payment # 9 to support debt services on the 2004 Series D, ten (10) year \$950,000 bond approved at the May 2004 Annual Town Meeting for major road reconstruction. Principal-95,000; interest-5,086
This debt will be retired FY 2014-2015.

0350 Public Works Paving/Road Reserve **\$500,000**

Appropriation for road work/paving – A \$35,000 increase was recommended by the Road Improvement Study Committee. Additional \$225,000 added by Selectmen to come from Tower Easement Sale Funds.

0400 Municipal Facilities Maintenance/Improvements **\$25,000**

To allow for improvements/major repairs to municipal facilities

0500 PSB Bond Payment **\$118,779**

Payment # 11 to support debt service on the 2002 Series F, fifteen (15) year \$1,595,351 bond approved at a Special Town Meeting June 5, 2001 for the purpose of building the Public Safety Building. Principal-106,357; interest- 12,422: This debt will be retired FY 2017-2018.

0600 Fire Equipment Bond Payment **\$57,945**

Payment # 9 to support debt service on the 2004 Series D, ten (10) year \$550,000 bond approved at the May 2004 Annual Town Meeting to acquire two major pieces of fire apparatus: A new engine was purchased in FY 2004-2005 to replace Engine One, a 1981 model. Rescue Two, a 1995 chassis with a 1986 ambulance body, was replaced as scheduled in FY 2005/2006. Principal-55,000; interest- 2945: This debt will be retired FY 2014-2015.

0650 Fire Department Equipment/Facilities **\$355,000**

Public Safety Building upgrades; Equipment FY2013-14 includes replacement Rescue I, work on Engine I, & conversion of old Rescue I to medium rescue.

<p>2013-2014 County Tax Acct # 2000</p>

Total Appropriation Request -- \$627,814

Sub-accounts

<i>0110 County Tax Payment</i>	<i>\$627,814</i>
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This year's proposed County tax amount is an increase of \$38,705 over last year's amount of \$589,109.

**2013-2014
TIF District
Account #9595**

Total Appropriation Request - \$198, 932

Sub-accounts

0100 Raymond-Casco Historical Society **\$1,800**
FY2013-14 request \$1800

0175 Infrastructure – Hydrant Rental **\$5,600**
Hydrants on waterline

0200 Waterline Extension Bond Payment **\$65,926**
Eleventh payment on 2002 Series F, 15-year, bond issued for \$885,463. Principal- 59,031; interest- 6895
Debt will be retired FY 2017-2018.

0300 Route 302 Bond Payment **\$45,119**
Eleventh payment on 2002 Series F, 15-year bond issued for \$606,000. Principal- 40,400; interest- 4719
Debt will be retired FY 2017-2018.

0350 Street Flag Maintenance **\$1,000**
To replace worn flags and damaged poles/brackets.

0400 Route 302 Corridor **\$30,551**

Raymond Beach	\$5,000
Includes ground maintenance, sign replacement, fence repair, portable toilets, dock installation and removal	
Panther Run Rest Area	\$1,850
Includes mowing and portable toilets	
Decorative Street Lights	\$4,500
Appropriating only for electric usage & maintenance	
Spring cleanup/mulching/weeding	\$12,051
Mowing of corridor, including Raymond Beach	\$3,000
Sidewalk plowing/sanding	\$3,850
Beautification Committee funding	\$300

0500 GPCOG Dues **\$4,436**
Moved from Community Development

0600 Economic Development **\$7,000**
Moved from Community Development

0700 GIS Services **\$20,000**
Moved from Community Development

100 Raymond Waterways Protective Association **\$17,500**
Money to support prevention of invasive aquatic plant growth. Includes half of requested \$5000 increase needed to retrofit donated Diver Assisted Suction Harvester (DASH) boat.