TOWN OF RAYMOND
Tuesday, June 4, 2013

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~~lots 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. L~~ots 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 10 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.~~

~~11~~9. 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.

~~12~~10. 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.

~~13~~11. 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.

~~14~~12. 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.

~~15~~13. 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.

~~C~~D. 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.

~~D~~E. 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.

~~E~~F. 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	¼"/ft	¼"/ft	¼"/ft	¼"/ft	N/A
Minimum Angle of Street Intersections[2]	90º	90º	75º	75º	75º
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 90º 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.~~

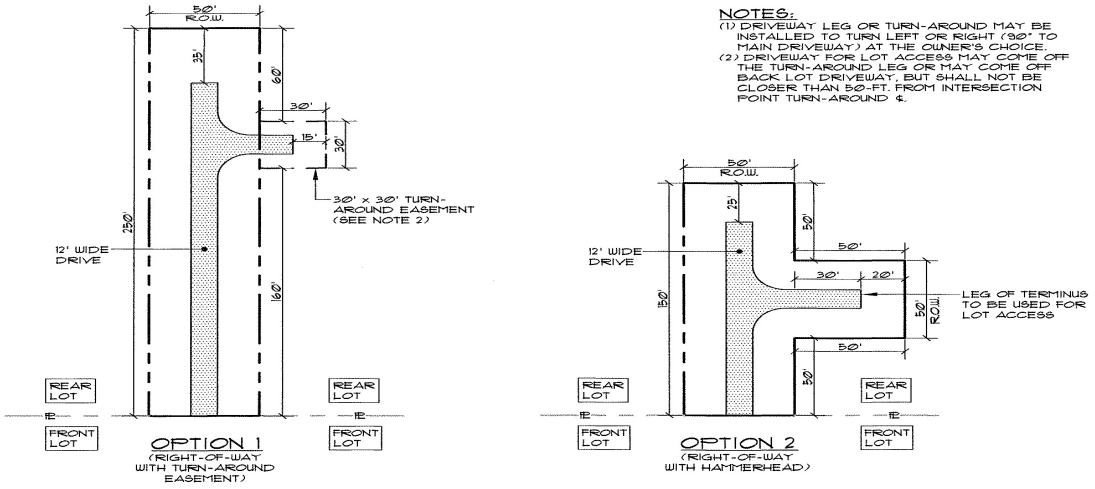
~~*Minor Street.* A street that primarily serves for access to abutting properties.~~

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 "~~S~~treet" 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



BACKLOT DRIVEWAY TERMINUS
NOT TO SCALE

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 preciously 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:

~~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 id 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 form 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 that 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 $4~~3~~00,000, 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 l~~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.

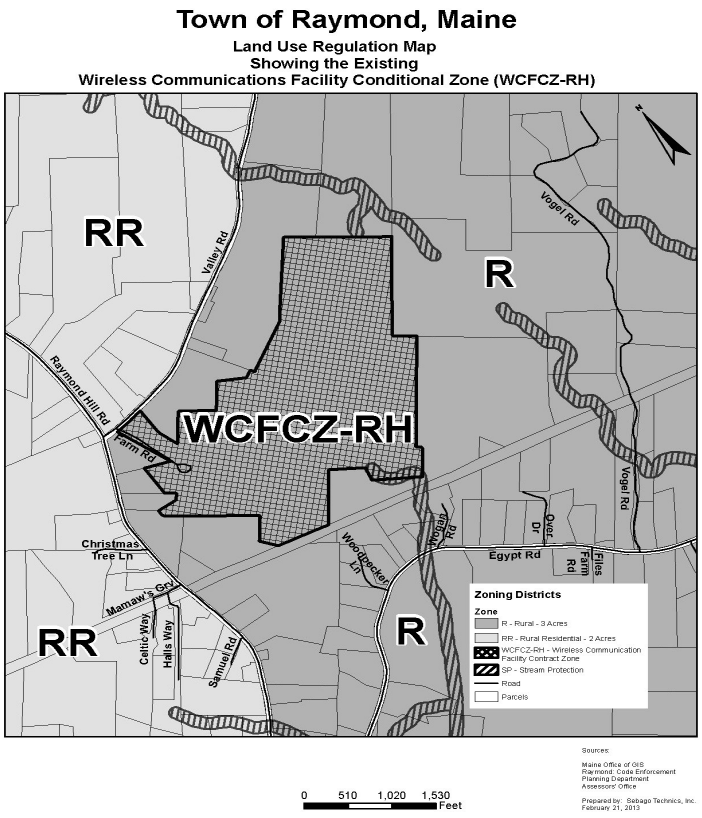
Description: The proposed changes are a housekeeping measure in order to clarify the application process. Primary significant changes to the ordinance include the Board of Selectmen having final approval authority, particularly regarding location in relation to existing businesses, and the ability to issue licenses for town owned land without affecting the number of total licenses issued.

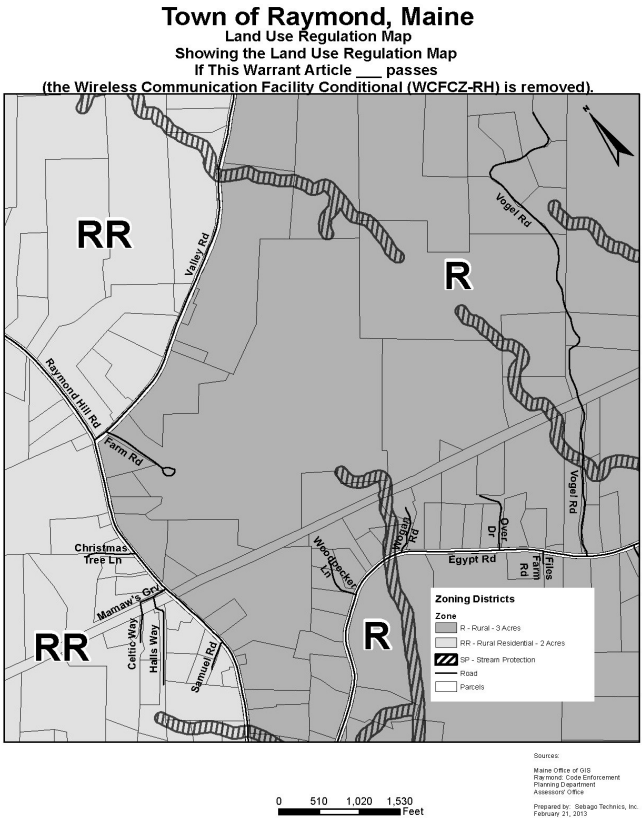
Key changes:

- 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~~

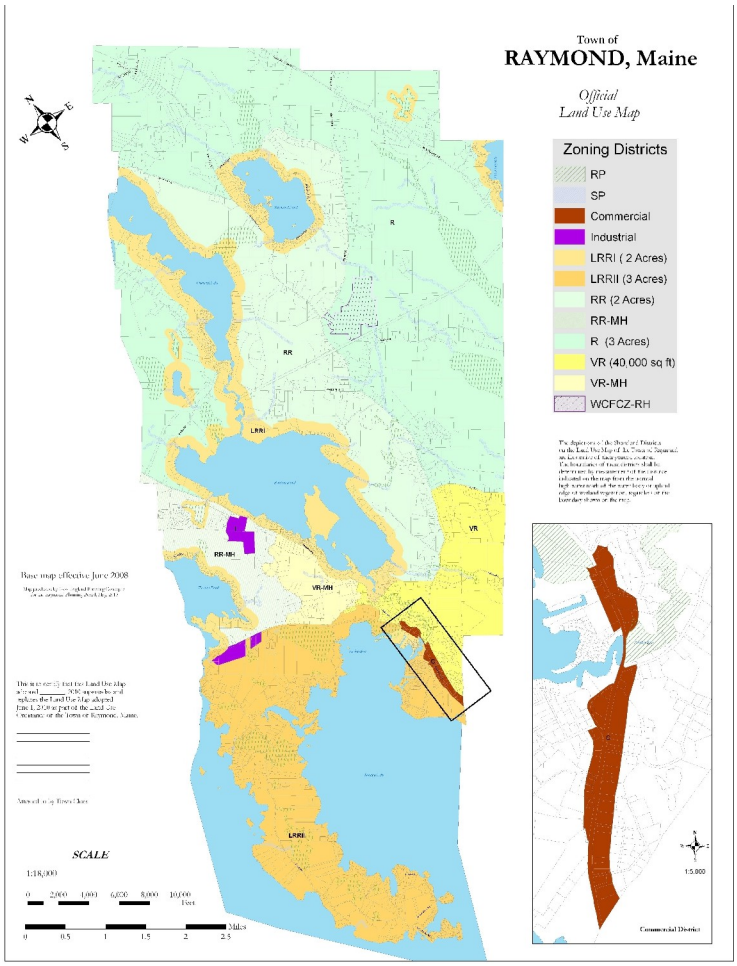
~~hearing as required by Article 7, Section C. of the Ordinance and by 30-A M.R.S.A. § 4352(8) and has submitted its report; and~~

~~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