



SELECTMEN'S EPACKET
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BOARD OF SELECTMEN

AGENDA

June 18, 2013

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Election of Selectmen Chair, Vice Chair and Parliamentarian
- 3) Minutes of previous meeting dated:
 - May 14, 2013
- 4) New Business.
 - a) Presentation of Special Service Award- Board of Selectmen
 - b) Discussion of Solid Waste Collection Concerns- Walter Lunt & Jim Bunting, Thomas Pond Terrace
 - c) Consideration of Revised FY 2013-14 Fee Schedule- Louise Lester, Town Clerk
 - d) Consideration of Revising Town Office Saturday Hours- Louise Lester, Town Clerk
 - e) Consideration of FY 2013-14 Annual Committee Appointments- Louise Lester, Town Clerk
 - f) Discussion of FY2013-14 Municipal Employee Health Insurance Program- Nancy Yates, Finance Director
 - g) Library Report- Mike Reynolds, Selectman RVL Representative
 - h) Consideration of Revising Shoreland Zoning Ordinance- Kevin Fay, Spiller Hill Road/Spiderweb Way
 - i) Consideration of Quit Claim Deeds as Submitted by Deputy Tax Collector:
 - David Thompson, 9 Peppercorn Way (016/002A);
 - Pierre Marier, 27 Raymond Hill Road (010/108);
 - Carl Bartolomeao, 5 Mill Street (047/008);
 - Jordan Bay Properties, Inc., 51 Main Street (046/034) [John C. & Michelle C. Carver];
 - Jordan Bay Properties, Inc., 71 Main Street (046/008) [Carver Enterprises, Inc.]; and,
 - Stephen H. Long/Raymond Service Center, Inc., 2 County Road (053/005) [2 County Road, LLC.].
 - j) Consideration of Regionalization/Mutual Aid Service Agreement with Gray Fire Department- Bruce Tupper, Fire Chief
 - k) Consideration of Authorizing the Town Manager to finalize Perpetual Easement Sale Closing Documents with Crown Castle on June 21, 2013 as Approved at Annual Town

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

Board of Selectmen Agenda: June 18, 2013

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Deadline for July 9, 2013 Agenda: June 28, 2013

Meeting- Board of Selectmen

l) Consideration of Property Tax Abatements and Supplemental Property Taxes as Submitted by Contract Assessor Curt Lebel- Board of Selectmen

- **Abatements**
 - Ed & Dot Mason, M9402P in the amount of \$143.19 (Software error)
 - John & Ashley Williams, W9507R in the amount of \$4,171.38 (Assessed to wrong person)
- **Supplemental**
 - Larry & Diane Buckley, B2566R in the amount of \$4171.38 (Assessing to correct person)

m) Executive Session pursuant to 1 MRSA § 405(6)(C): Land Acquisition Discussion with Town Manager and Fire Chief

5) Unfinished Business

a) Consideration of Creating a Boat Launch Ordinance- Peggy Jensen, Meadow Road

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

7) Town Manager Report and Communications.

- a) Confirm date for next regular meeting:**
- **July 9, 2013**

8) Fiscal Warrants – June 18, 2013

- **Payroll Expense Summary Warrant**
- **Treasurer's Warrant**

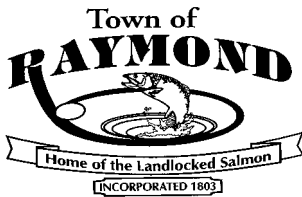
9) Adjournment.

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

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Deadline for July 9, 2013 Agenda: June 28, 2013



BOARD OF SELECTMEN

AGENDA

June 18, 2013

7:00 p.m.

Broadcast Studio

SELECTMEN'S MEETING

1) Call to order.

2) Election of Selectmen Chair, Vice Chair and Parliamentarian

Each year the Selectmen elect a new Chairman, Vice-Chairman and Parliamentarian at their first meeting following annual town meeting. The chairman of the Board of Selectmen consults with the town manager on a weekly basis regarding items for inclusion on the Selectmen agenda as well as coordinates requests for agenda items and other public business from the members of the Board of Selectmen, and occasionally the public at large. The chairman presides over Selectmen meetings, represents the town and board as the chief elected official of the community, and attends to various ceremonial functions throughout the year as required.

The vice chairman fills all the same roles in the chairman's absence. On rare occasions, and at the direction of the chairman, the vice chair may preside over a meeting if the chairman has a conflict of interest or other circumstance arises that would prevent the chairman from serving in this capacity.

The function of a Parliamentarian is to advise the Selectmen about correct parliamentary procedure in order to conduct meetings in an orderly and professional manner. Qualifications for parliamentarian include a thorough knowledge of and experience in facilitating meetings under "Roberts Rules of Order Newly Revised" as adopted as the official meeting guide of the Town.

3) Minutes of previous meeting dated:

- **May 14, 2013**

4) New Business.

a) Presentation of Special Service Award- Board of Selectmen

b) Discussion of Solid Waste Collection Concerns- Walter Lunt & Jim Bunting, Thomas Pond Terrace

In an effort to reduce the municipal budget, the contract for Municipal Solid Waste (MSW) Handling (administered through Pine Tree Waste) will be reconfigured to change the service level on additional roads difficult to service via curbside pickup to a centralized container collection site. This has been done in the past with several other roads in the same situation. This action was taken to help control MSW collection costs and hold the collection contract at a no cost increase for the upcoming fiscal year. One of the affected private roads is Thomas Pond Terrace. Some residents have contacted town staff. Walter Lunt (134 Thomas Pond Terrace) and Jim Bunting (200 Thomas Pond Terrace) would like to discuss their concerns with the Board of Selectmen.

c) Consideration of Revised FY 2013-14 Fee Schedule- Louise Lester, Town Clerk

Attached to the ePacket is the 2013-14 Fee Schedule for consideration. Below is a summary of the changes being proposed:

Town Clerk's Office Fees:

- Non-certified photocopies of vital records \$5.00 each [was \$1.00 but takes time to research]

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

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Tassel Top Park:

- General Admission
\$4.00 Adults 11-64
\$3.00 Seniors 65 and over
\$2.00 children 10 and under
- **Daily function fees: [does not include security deposit or taxes]**
Up to 50 people \$500/day
Up to 75 people \$750/day
Up to 1000 people \$1,000/day
Up to 1250 people \$1,250/day
Up to \$150 people \$1,500/day

d) Consideration of Revising Town Office Saturday Hours- Louise Lester, Town Clerk

Due to the increased use of online registration and more heavy utilization of late Tuesday night office hours, staff believes that it is beneficial from a user standpoint to operate Saturday hours from the weekend before Memorial Day through to the weekend after Independence Day. They are requesting that the Selectmen consider adjusting the Saturday summer hours as such. Attached to the ePacket is a memo from Town Clerk Louise Lester explaining data that was collected showing the seasonal fluctuation in in Town Office transactions.

e) Consideration of FY 2013-14 Annual Committee Appointments- Louise Lester, Town Clerk

Annually, Town Clerk, Louise Lester provides a slate of committee appointments, including Board of Selectmen committee assignments, for approval by the Board of Selectmen. These lists are included with the e-packet. Subsequent to appointment by the Board, all volunteers are sworn in as prescribed under Maine law and agree to adhere to the Town's Code of Ethics for Appointed and Elected Officials (Attached to the ePacket).

f) Discussion of FY2013-14 Municipal Employee Health Insurance Program- Nancy Yates, Finance Director

During the FY2013-14 Budget Deliberations, it became apparent to involved officials that the level of health insurance benefits were not consistent with other local public sector employees (towns/schools) and would need to be addressed again. Attached to the ePacket is a memo from Finance Director Nancy Yates regarding a proposed new plan offering from Harvard Pilgrim that provides a slightly better package while realizing a cost savings. The Selectmen will be discussing whether to continue with the current Anthem Program, move to the new proposed program or explore additional options.

g) Library Report- Mike Reynolds, Selectman RVL Representative

Selectman Mike Reynolds will be giving an update concerning the Raymond Village Library's current status of the Annual Appeal, summer programs, other fund raising efforts (including Garden Month/Tours) and future projects.

h) Consideration of Revising Shoreland Zoning Ordinance- Kevin Fay, Spiller Hill Road/Spiderweb Way

At the March 5, 2013 Selectmen's meeting, under the Public Comment portion of the agenda Kevin Fay explained that he would be requesting amendments to the Shoreland Zoning Ordinance regarding concerns that were raised with the recent Frye Island application for a Park & Ride Facility proposed at the intersections of Quarry Cove and Cape roads. Attached to the ePacket is the original request from Mr. Fay, a memo regarding proposed changes from his Planner Linda Krause, and a memo from Raymond's Planning Consultant Stephanie Carver.

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

Mr. Fay is requesting that the Board authorize his proposed revisions to go before the Planning Board as part of the changes considered for the 2014 Annual Town Meeting Warrant.

i) Consideration of Quit Claim Deeds as Submitted by Deputy Tax Collector:

- **David Thompson, 9 Peppercorn Way (016/002A);**
- **Pierre Marier, 27 Raymond Hill Road (010/108);**
- **Carl Bartolomeao, 5 Mill Street (047/008);**
- **Jordan Bay Properties, Inc., 51 Main Street (046/034) [John C. & Michelle C. Carver];**
- **Jordan Bay Properties, Inc., 71 Main Street (046/008) [Carver Enterprises, Inc.]; and,**
- **Stephen H. Long/Raymond Service Center, Inc., 2 County Road (053/005) [2 County Road, LLC].**

Deputy Tax Collector Sue Carr has prepared quit claim deeds without covenant for the above properties. All back taxes, interest and lien costs have now been paid in full.

j) Consideration of Regionalization/Mutual Aid Service Agreement with Gray Fire Department- Bruce Tupper, Fire Chief

The Town of Raymond Public Safety Department is proposing an agreement with the Town of Gray regarding inter-municipal coverage of certain roads that are difficult for each town to service quickly, given the geography. These roads include Gore Road, Brown Road (Gray) and North Raymond Road (Raymond). Chief Bruce Tupper will present the content of the proposed Mutual Aid Agreement.

k) Consideration of Authorizing the Town Manager to finalize Perpetual Easement Sale Closing Documents with Crown Castle on June 21, 2013 as Approved at Annual Town Meeting- Board of Selectmen

At the June 4, 2013 Annual Town Meeting, the residents voted to approve the sale of a perpetual easement in the amount of \$900,000 to Crown Castle for a site located off of Patricia Avenue that has an existing tower. The closing has been scheduled for June 21, 2013 and the Town Attorney recommends that the Selectmen authorize Town Manager Don Willard to execute the final legal documents (recommended motion included in the ePacket), which will be similar to the language that was voted on at Town Meeting (attached to the ePacket).

l) Consideration of Property Tax Abatements and Supplemental Property Taxes as Submitted by Contract Assessor Curt Lebel- Board of Selectmen

- **Abatements**
 - **Ed & Dot Mason, M9402P in the amount of \$143.19 (Software error)**
 - **John & Ashley Williams, W9507R in the amount of \$4,171.38 (Assessed to wrong person)**
- **Supplemental**
 - **Larry & Diane Buckley, B2566R in the amount of \$4171.38 (Assessing to correct person)**

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

m) Executive Session pursuant to 1 MRSA § 405(6)(C): Land Acquisition Discussion with Town Manager and Fire Chief

5) Unfinished Business

a) Consideration of Creating a Boat Launch Ordinance- Peggy Jensen, Meadow Road

At the May 14, 2013 meeting, Peggy Jensen, 315 Meadow Road, represented a group of concerned residents looking to develop regulatory language that would help guide the future development, operation and maintenance of public boat launch sites. This request comes in response to an offer made to Ed Hansen, 116 Mountain Road, by the State of Maine for land located off of Plains Road near Camp Timanous to develop as a public boat launch site. At that meeting, the Selectmen stated that they needed more information before deciding

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

whether to move forward with an ordinance. Town Manager Don Willard will report information that was gathered regarding this matter. Mrs. Jensen and the group of interested citizens met with Planning Consultant Stephanie Carver on June 13, 2013 and discussed issues concerning creating an ordinance of this nature and the protections that Raymond already has in place with its current land use regulations. Attached to the ePacket is Ms. Carver's summary of that meeting.

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

7) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **July 9, 2013**

8) Fiscal Warrants – June 18, 2013

- **Payroll Expense Summary Warrant**
- **Treasurer's Warrant**

9) Adjournment.

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

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Deadline for July 9, 2013 Agenda: June 28, 2013

BYLAWS AND POLICIES
OF THE
BOARD OF SELECTMEN
TOWN OF RAYMOND, MAINE

Adopted January 18, 2005

Amended June 15, 2010

December 14, 2010

April 5, 2011

January 8, 2013

April 2, 2013

Section 1. Purpose and Scope

The purpose of these bylaws is to establish reasonable rules of procedure for Board of Selectmen (Board) meetings and to promote the fair, orderly and efficient conduct of the Board's proceedings and affairs. These bylaws shall govern the Board's practices and procedures except as otherwise provided by law and shall be liberally construed so as to accomplish their purpose. These rules by necessity shall be reviewed and amended from time to time as the need arises and to meet the needs of future Boards. The Selectmen are referred to State of Maine Statutes and Maine Municipal Association "Officers Handbook" for explanation of the many roles and responsibilities of the office.

Section 2. Parliamentary Authority

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws. A parliamentarian may be elected by the Board of Selectmen.

Section 3. Officers and their Duties

Officers of the Board shall consist of a Chairman and a Vice Chairman to be chosen annually at the first Board meeting after the annual town meeting by and from among Board members. The election of Chairman shall be by nomination and vote of the current Board and requires no qualification other than being a duly elected and sworn Selectman. All members of the Board of Selectmen are required to vote. The office of Chairman shall be limited to 2 consecutive 1-year terms requiring and at the minimum a term of 1 year between each 2-year period. The Chairman shall preside at all Board meetings and shall have authority to rule on questions of evidence and procedure, to maintain order and determine the course of proceedings, and to take such other action as may be necessary and not inconsistent with these bylaws or other law to enable the Board to perform its duties and conduct its affairs.

In the absence of the Chairman, the Vice Chairman shall preside and shall have the same authority. If the Chairman and the Vice Chairman are absent the most senior Selectman, based on uninterrupted years of service, shall preside as Chairman pro-tem. If there is more than one senior member, the Chairman pro-tem shall be chosen by the affirmative vote of a majority of attending membership. The temporary Chairman is to have and exercise any and all authority conferred upon the permanent Chairman. The Town Manager and/or Town Clerk shall maintain a permanent record of all Board meetings and all correspondence of the Board, which shall be a public record except as otherwise provided by law. The people's right to know law shall be upheld [M.R.S.A. Title 1, Chapter 13].

In accordance with M.R.S.A., Title 30-A § 2635, “the Board of Selectmen as a body shall exercise all administrative and executive powers of the Town except as provided in this subchapter. The Board of Selectmen shall deal with administrative services solely through the town manager and shall not give orders to any subordinates of the manager, either publicly or privately. This section does not prevent the Board of Selectmen from appointing committees or commissions of its own members or of citizens to conduct investigations into the conduct of any official or department, or and matter relating to the welfare of the Town.”

Quorum: A majority of the Board constitutes a quorum. If a quorum cannot be obtained, the meeting may be adjourned until a time and place certain.

Section 4. Chairman Privileges

The Chairman may move, second, declare by unanimous consent, subject to the following limitations. As it is the function of the Chairman to preserve order and provide a fair hearing, the Chairman shall reserve the right to speak first and last on any subject before the Board. If the Chairman wants to actively participate in the debate in any other manner, he/she should stand down and call another member to take the chair with the majority consent of the other members of the Board present. The Chairman should not resume the chair until the pending question is disposed of.

Section 5. Seating Arrangement

Members shall occupy the respective seats in the Board chamber assigned to them by the Chairman, but any two or more members may exchange seats by joining in a written notice to the Chairman to that effect.

Section 6. Attendance

No Selectman shall be excused from attendance at a Board meeting without notification to the Chairman prior to the meeting. Attendance is expected except when a Board member notifies the Chairman prior to the meeting

Section 7. Meetings

Regular meetings of the Board shall be at the discretion of the Chairman. Special meetings may be called at the discretion of the Chairman or upon the request of a majority of the Board, provided, however, that notice thereof shall be given to each member at least twenty-four hours in advance, whenever possible, and that no business may be conducted other than as specified in said notice.

Notice of all Board meetings shall be given as required by law by the Town Manager or Town Clerk, and all such meetings shall be open to the public except as otherwise provided by law. This notice requirement does not preclude the Board from making a trip i.e. site walk during the meeting if circumstance requires. Whenever possible, this intention should be reflected in the agenda.

No business may be conducted by the Board except at a duly called and noticed meeting or without a quorum consisting of a majority of the Board being present. The order of business at regular meetings shall be as follows:

1. Call to order
2. Minutes of the previous meeting
3. New business
4. Old (unfinished) business

5. Town Manager Report and Communications
6. Fiscal Warrants
7. Adjournment

Section 8. Special Meetings

All meetings other than regularly scheduled meetings shall be considered a Special meeting. Every reasonable effort must be made to notify all Selectmen in advance of a Special Meeting. Notice must be made to a newspaper of general circulation in the town and posted at the town office. A Special Meeting may be called by three methods:

1. The Chairman may call a Special Meeting at any time.
2. The Chairman shall call a Special Meeting if requested by a quorum of Selectmen.
3. A Special Meeting may be called by the Vice Chairman if the Chairman may not be reached by normal methods.

Section 9. Meetings to Execute Documents

If logistics require Selectmen to execute a document, approve a warrant or sign an order outside of the time of a regularly scheduled or Special Meeting, another meeting does not have to be called, providing an approved order exists from a properly noticed public proceeding and record of that proceeding reflects the actual execution will occur outside of the meeting.

Section 10. Executive Session

Board members are allowed to go into an executive session to deliberate on the matters authorized by 1 MRSA § 405 and no others. The executive session can only be entered after a motion has been made in public session to go into executive session. The nature of the business to be discussed must be a part of that motion, although the wording of the motion, obviously, may not substantially reveal the sensitive information which the law intends to protect by the executive session process. The motion must carry by at least 3/5 of the members present. No topic other than that referred to in the motion shall be discussed during executive session. The Executive session shall be held in such place as to ensure the privacy of the meeting and the Chairman shall determine the public and staff allowed to attend in the executive session. All matters discussed during executive session shall be held in strictest confidence by the Board and shall not be discussed with or divulged to any person other than a fellow Board member or persons in attendance at the executive session. Any violation of this confidentiality requirement shall be deemed to be malfeasance of office and shall subject the offending Board member to sanction by the Board. No official action shall be finally approved at an executive session. Since Minutes of an executive session will become public record, they should only be taken when the contents of the meeting are desired to become public.

Section 11. Public to Address Board

As each item on the agenda for any meeting is brought to the floor for discussion, the sponsor of each item or, if there is no Board sponsor, the Town Manager shall first be allowed to present their initial comments for consideration by the public and other Board members. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the Town Manager regarding the agenda item which any Board member may have which would help to clarify the question presented by the agenda item. The Chairman shall allow questions only during this time, and no debate or discussion of collateral issues shall be permitted. Once

the agenda item has been explained by its sponsor or the Town Manager and clarified by any questioning as provided above, there will be time devoted for any resident, taxpayer or authorized representative of an organization resident or taxpayer of the Town of Raymond to address the Board regarding this particular agenda item. The speakers will be required to identify themselves by stating their name, first and last, and residence address prior to sharing their comments. The speakers will be asked not to be repetitious of comments already made to the Selectmen in the interests of the most efficient use of time. Any comment by the public shall be limited to the expression of opinions or concerns regarding the agenda item. No public comment shall be allowed which has the effect of embarrassing or attacking the character of any individual or Board member. After listening to any input from the public present, the Chairman will close public comment on the issue and then provide for debate and vote of the issue by the Board. Any further information requested by the speaker shall be referred to the Town Manager to research the matter and make a recommendation to the Selectmen.

No complaints or allegations will be allowed in public concerning any staff member or any person connected to the Town of Raymond organization. Complaints will be referred to the town manager for investigation. If unresolved the issue will be brought to the Board of Selectmen. Complaints regarding the town manager must be brought to the Chairman of the Board of Selectmen for investigation and resolution; and to the full Board of Selectmen if unresolved by the Chairman.

Section 12. Workshop Sessions

Workshop sessions may be scheduled by the Chairman for the purpose of disseminating information for Board enlightenment and evaluation or for the discussion or refinement of future agenda items.

Members of the public are invited to attend any workshop session but will not be allowed to participate in the workshop. Prior to adjourning any workshop session, the Board will provide time for members of the public to address the session to provide information relevant to the subject being explored or to ask questions, through the Chairman, relating to the subject of the workshop session. No formal vote shall be taken on any matter under discussion nor shall any Board member enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Board, but an informal vote on any matter under discussion may be taken.

Section 13. Agenda Items

All agenda items shall be, under normal circumstances, submitted by the Board members to the Town Manager seven (7) working days prior to any regular or special meeting by 12:00 noon. The Town Manager will draft the agenda and obtain the Chairman's approval before distribution. In the event that a matter shall arise which was not submitted to the Town Manager within the proper time frame, then that item shall be presented to the Chairman as soon as possible. The first draft agenda will normally be available through public posting one week in advance of the Board of Selectmen meeting

Section 14. Continued Sessions

Any session of the Board may be continued or adjourned from day to day or for more than one day, but no adjournment shall be for longer period than until the next regular meeting.

Section 15. Hearings

Public hearings of the Board shall be called as required by law or on such other occasions as a majority of the Board may deem appropriate. Notice of all such hearings shall be given as required by law and shall include the date, time and place of the hearing and a general description of the subject matter.

The Chairman shall convene all hearings by describing the purpose of the hearing and the general procedures to be followed. The Board may receive any oral or documentary evidence but shall exclude unduly repetitious evidence, provided, however, that formal rules of evidence shall not apply. Every party shall have the right to present its case in the order determined by the Chairman and without interruption, provided, however, that the Chairman may impose such reasonable time limits as may be necessary to ensure that all parties have an adequate opportunity to be heard. In any adjudicatory proceeding, including proceedings on licenses, permits or other approvals, every party shall also have the right to submit rebuttal evidence and to conduct cross-examination of any other party through the Chairman, provided, however, that the Chairman may impose such other reasonable limitations as may be necessary to prevent an abuse of process.

Section 16. Participation and Voting

Any action of the Board shall require the affirmative vote of a majority of its attending membership of not less than three members unless otherwise provided by law.

No member may participate or vote in any matter in which the member has a conflict of interest or other disqualification as defined by law. Any question of whether a member has such a conflict of interest or other disqualification shall be decided by majority vote of the remaining members. Abstentions shall be limited to conflicts of interest, which shall be stated prior to the taking of the vote. Conflict issues shall follow established State Law. Any order may be reconsidered by motion of those voting in the affirmative, with Board approval. All other orders shall require a motion, second and recorded vote.

No member may participate or vote in any adjudicatory proceeding, including proceedings on licenses, permits or other approvals, unless the member was present during all hearings thereon.

All members who are present and not disqualified as provided herein shall vote in every matter to be voted upon unless excused by the Chairman for good cause shown. Those present, in such circumstances, who refuse to vote are regarded as having voted affirmatively, i.e. for the proposition, or to have voted with the majority.

Section 17. Meeting Length

All Board meetings, workshops or executive sessions should, except in extraordinary circumstances, adjourn at or before 9:00 p.m.

Section 18. Conflict with Laws

Any conflict or inconsistency between these bylaws and any applicable law shall be resolved in favor of the law.

Section 19. Amendments

These bylaws may be amended at any time in writing by majority vote of the Board.

Section 20. Right of Appeal

Any member may appeal to the Board from a ruling of the Chairman. If the appeal is seconded, the member making the appeal may briefly state his reason for it, and the Chairman may briefly explain his ruling. There shall be no debate on the appeal, and no other Selectmen/person shall participate in the discussion. The Chairman shall then put the question, "Shall the decision of the Chair be sustained?" If a majority of the members present vote in favor, the ruling of the Chairman is sustained; otherwise, it is overruled.

Section 21. Minutes

The Town Clerk shall keep an official record of all meetings, which are public proceedings, and the Chairman/Town Manager shall designate staff or a Board member to take the Minutes. The written minutes shall serve as a brief reference, but the verbatim and official record is the DVD recording. [Accepted 8/17/2010] The Minutes shall at the minimum reflect the following:

1. Date of meeting
2. Place of meeting
3. Selectmen present
4. Town staff present
5. Members of the public addressing the Selectmen
6. All executive orders and business considered
7. Business to be tabled for future action
8. Announcement of future meetings (special)
9. Time of adjournment
10. Person taking Minutes

Free lending copies of the DVD recorded approved minutes will be available to the public at the Town Office and other designated places.

Section 22. Standing Committees, Special Committees, Board Liaison

- a. Standing Committees shall be established by the Board on the recommendation of the Chairman at a regular or special Board meeting.
- b. The Chairman shall appoint Selectmen, as appropriate, to all standing committees, but two or more members may exchange assignments by joining in a written request to the Chairman to that effect and acted upon at a regular or special Board meeting.
- c. The Chairman shall appoint members to special committees and boards except as otherwise established by Board action.
- d. Committee meetings: All committee meetings will be called by the chairperson of the respective committee with the consent of the regular members. The Chairman of the Board or his Selectman designee is an ex-officio member of all standing committees.
- e. Standing Committee action shall be referred to the next regular meeting of the Board, except that as an emergency measure the Selectman may take action at any regular or special Selectmen meeting.
- f. Actions approved by Standing Committees shall be forwarded to the full Board as affirmative motion without need of a second.

Section 23. Administration Function and Compensation of Members

1. Compensation

Unless otherwise determined by Town Meeting action, the compensation for Selectmen shall be \$100 per month for holding office and serving as a member of the Board.

Each Selectman may be reimbursed for documented expenses such as mileage, tolls, meals, telephone expense and other costs encountered while providing service to the Town in their administrative or executive function. All expense requests are subject to Board approval by accounts payable warrant order.

2. Functions of the Board

1. All letters of correspondence written by one member of the Board who is representing the Board shall be pre-approved by the Selectmen at a regular meeting of the Board.
2. While in the office maintaining daily activities, one member of the Board may not take action or make any decision, but merely serve in an advisory capacity to bring information back to the other Board members during the regular meeting of the Board.
3. While in office, all Board members are to maintain dignity and respect for all other members of the Board.
4. Correspondence for the Board shall be reviewed by the Board at the regular or special meeting and said correspondence is not available to the public until it has been noted at a regular or special Board meeting.
5. If a Board Member asks for information and the Chairman denies it, because of cost and the research is going to take up too much Town employee time, it can be brought forward as an agenda item and will be voted on by the Selectmen. [12/13/2010]

Section 24. Public Comment Periods

A Board member shall not be permitted to speak as a member of the public during any public comment periods, except on a matter where the Board member has recused himself or herself in order to assert or protect his or her personal interests or property rights.

Attest:

Louise H. Lester
Town Clerk

June 4, 2013

Town of Raymond
Town Office
Route 85
E. Raymond, Maine 04071

Dear Town of Raymond Selectmen,

The purpose of this letter is to request that you add an agenda item for the June 18, 2013 Selectmen Meeting to address a move over the winter to discontinue home trash pickup on Thomas Pond Terrace Road.

As you are probably aware, there are a number of Thomas Pond Terrace Road residents who are quite surprised at the town's decision to install two dumpsters at the entrance to the Thomas Pond Terrace Road this past winter. A number of us look forward to attending the June 18 meeting to hear from and discuss this matter with town Selectmen .

If you have questions regarding this request , please contact Walter Lunt, 134 Thomas Pond Terrace Road, at 655-3421 or Jim Bunting, 200 Thomas Pond Terrace Road, at 655-4122

Thank you,

The image shows two handwritten signatures in blue ink. The first signature is "Walter Lunt" and the second is "Jim Bunting". A horizontal line is drawn across the page, passing through the end of the first signature.

Walter Lunt
Jim Bunting

TOWN OF RAYMOND
2013-2014 FEE SCHEDULE
Approved June 18, 2013

Animal Control Fees

Dogs at large:	1 st violation	\$50.00 plus cost of court fees but not more than \$250.
	2 nd violation	Not less than \$100.00 plus cost of court fees but not more than \$500.
	3 rd violation	Not less than \$100.00 plus cost of court fees but not more than \$500.
Canine Waste infraction:		
	1 st violation	\$50.00
	2 nd violation	\$50.00
	3 rd violation	Not less than \$100.00 but not more than \$500.00
Animal At Large		\$50.00
Animal on beach, park or cemetery		\$50.00
Animal left in car unattended		\$50.00
Barking Dog violation		\$50.00
Unlicensed dog violation		\$30.00 plus licensing fees was \$15.00
Board for animals picked up by ACO		\$25.00/day was \$15.00
Impound fees:	1 st impoundment	\$30.00 was \$10.00
	2 nd impoundment	\$40.00 was \$30.00
	3 rd and more	\$50.00 each impoundment was \$45.00
Transportation fee outside of town limits:		\$25.00 per trip

Waste Fees

Tag for extra curbside household trash	\$1.00 each
Bulky Waste	pay at the gate

Cemetery Lot Prices includes perpetual care:

1 plot resident [plus each additional plot]	\$300.00
1 plot non-resident [plus each additional plot]	\$500.00
Cremation burial plot opening	\$175.00
Grave Opening Fee starts at:	\$500.00 casket

Code Enforcement

Building Permits:

New construction or additions	\$.30 per square foot Finished area
New Construction or additions	\$. 25 per square foot Unfinished area
Commercial/Industrial	\$.30 per square foot
Minimum permit fee	\$25.00
Alterations or Renovations	
Up to \$500.00	\$25.00
\$501.00 to \$1000.00	\$25.00
\$1001.00 to \$5000.00	\$40.00
\$5001.00 to \$10,000.00	\$55.00
\$10,001.00 and up	\$55.00 plus \$8.00 per thousand or fraction thereof

Separate Permit Fees:

Chimneys/Antennas	\$25.00
Moving (within town)	\$25.00
Moving (into town)	\$. 25 /\$.30 per square foot
Demolitions	\$25.00
Signs (business, commercial)	\$25.00 up to 6 sq.ft. Plus \$.15 /sq.ft. over 6 sq. ft.
Swimming Pools (in ground)	\$30.00
Swimming Pools (above ground)	\$25.00
Docks (permanent or seasonal)	\$.10 per sq. ft.

Penalty:

A minimum of \$500.00 plus \$5.00 per square and cubic foot up to a maximum of \$2,500.00 for any new outside or inside construction that results in added area of volume.

Any alterations or renovations having a completed value of \$2,000.00 or more will also be charged a double permit fee if started without a permit.

All reinspection fees	\$25.00 per visit
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Plumbing Fees:

Preinspection Fee	Included with the State Fee
Reinspection Fee	\$ 25.00 per visit
Subsurface Complete Systems	
Non-engineered systems	\$250.00 plus \$25.00 town fee
Plus a State Water Quality Surcharge	\$ 15.00

Plus a State variance	\$ 20.00
Primitive Disposal system (includes alternative toilet)	\$100.00
Engineered systems	\$200.00 plus \$25.00 town fee
System Components (installed separately)	
Treatment Tank	\$ 80.00 plus \$25.00 town fee
Holding Tank	\$100.00 plus \$25.00 town fee
Alternative Toilet	\$ 50.00 plus \$25.00 town fee
Disposal Area	\$150.00 plus \$25.00 town fee
Plus a State Water Quality Surcharge	\$ 15.00
Engineered Disposal Area	\$150.00 plus \$25.00 town fee
Separated Laundry Disposal System	\$ 35.00 plus \$25.00 town fee
Seasonal Conversion Permit	\$ 50.00 plus \$25.00 town fee

Internal Plumbing Fees:

Per State schedule:	\$ 10.00/fixture plus \$25.00 town fee
	\$ 40.00 minimum plus \$25.00 town fee

*Plumbing fixtures include backflow devices

Other Code Enforcement Fees:

Campsite (personal)	\$25.00 annually
Campgrounds	\$75.00 annually
Change of Use with renovations	\$25.00
Change of Use without renovations \$.30/sq. ft or	\$25.00 minimum
Driveway/entrance	\$25.00
Tree removal Shoreland Zone permit application	\$25.00
Road opening	\$75.00 plus \$1.50 per sq. ft.
Appeals Board Applications/residential	\$75.00
Appeals Board Applications/commercial	\$235.00
Planning Board Pre-application Conference	\$75.00
Appeals Board/Planning Board Abutters Notices	\$8.00 each notice
Appeals Board/Planning Board Newspaper legal notice	\$45.00/ per ad
Planning Board Application/commercial/site plan	\$310.00 + up
Planning Board Application/subdivision	\$625.00 + up
Preliminary Subdivision Plan 4 lots/units or less	\$625.00
Over 4 lots/units	\$650.00 plus \$155.00 per lot/unit over first 4
Final Subdivision Plan 4 lots/units or less	\$390.00
Over 4 lots/units	\$310.00 plus \$80.00 per lot/unit over first 4

Site Plan Review under 1,000 sq. ft. of gross floor area	\$310.00
1,000-10,000 sq. ft. of gross floor area	\$390.00
Over 10,000 sq.ft. of gross floor area plus \$20.00 (\$30.00) for each 1,000 sq.ft. of gross floor area over the first 10,000.	
Development without buildings	\$390.00
Road name change	\$75.00
Septic Disposal Permit	Free
Recording indexing and preserving plans	\$15.00
Reinspection Fee	\$25.00 each visit
Additional Inspections per MUBEC	\$25.00 per visit

Fire Department:

Fire Report request	\$25.00
Fire Permit	\$Free
Inspection of new construction less than 10,000 sq. ft. or 100,000 cubic feet	\$70.00
Inspection of new construction more than 10,000 sq. ft. or 100,000 cubic feet	\$90.00
Inspection of existing construction less than 10,000 sq. ft. or 100,000 cubic feet	\$40.00
Inspection of existing construction more than 10,000 sq. ft. or 100,000 cubic feet	\$60.00
Inspection of additions/alterations less than 10,000 sq. ft. regardless of existing size	\$20.00
Additions/alterations more than 10,000 sq. ft. or 100,000 cubic feet will be required to use the fee schedule for new construction more than 10,000 sq. ft.	
Review of subdivisions	\$60.00
Review of each house in subdivision after completion	\$15.00
Inspection of public shows/events	\$10.00
Annual/bi-annual inspections campgrounds, schools, summer camps, liquor licenses	\$Free
Bi-annual inspection of businesses, churches, town buildings	\$Free
Re-inspection for violations	\$10.00 per inspection

Office Charges:

Credit Card charge fee	2.5% to PayPort
DVD copy	\$5.00 each
Photo copies of property cards	\$.50 per side
Photo copy of reduced town map	\$1.50
Photo copy of deed 1 st page	\$1.50
Photo copy of deed of other pages	\$.50 each
Photo copies – general	\$.50 per side
Fax per page sent	\$2.50
Fax per page received	\$1.00
Labels prepared	Research
	Preparation
	\$10.00/hr
	\$.10/label
Map Colored 8.5x11	\$2.50
Map Colored 8.5x11 laminated	\$4.50
Map Colored 11x17	\$5.00
Map Colored 24x44	\$25.00
Notary Public fee	\$2.50 per notary signature
Notary Public fee for complex court documents	
or real estate closing documents	\$25.00
Tax Lien/Discharge research	\$20.00/hr after the 1 st hour

Printed List Fee:

Absentee Voter List – paper per election	\$30.00
Absentee Voter List – digital per election	\$20.00
Dog Licensing List – paper	\$30.00
Dog Licensing List – digital	\$20.00
Voter List - paper	\$125.00
Voter List on labels	\$135.00
Voter List digital	\$65.00
Taxpayer List - paper	\$500.00
Taxpayer List digital	\$65.00
Taxpayer List on website	Free

Registry Recording Fees:

First page	\$16.00
All other pages	\$2.00 per page

Town Clerk's Office Fees:

Billiard, pool, bowling alleys	\$50.00
Burial permits	\$20.00
Cable TV Franchise	2.5 percent through Time Warner
Dogs neutered/dogs entire/Kennels	\$6.00/\$10.00/\$42.00
Dog licensing fine after February 1 st	\$25.00 plus licensing fee
Marriage License	\$20.00 each person (total \$40.00)
Marriage, Birth, Death Certificates	\$15.00/\$6.00 each additional per order
Non-certified photocopies of vital records	\$5.00 each [was \$1.00 but takes time to research]
Business Listing	\$10.00
Peddler's Permit – Lunch wagon	\$500.00 annually non-resident
Peddler's Permit – Lunch wagon	\$250.00 annually resident
Explosives – keeping/transporting	\$50.00
Public exhibitions	\$50.00 plus \$1.00 per person plus legal advertisement
Special Amusement Permit	\$50.00 plus legal advertisement
Bounced Checks	\$25.00
Vital Records Research	\$10.00/hr after the first hour
Vital Records copying	\$.50 per 8.5"x11" page \$1.00 per 11"x14" page

Liquor Licenses:

Application fee	\$10.00
Advertising fee with public hearing application	\$35.00
Temporary liquor license application [catering]	\$10.00

Tassel Top Park:

Tassel Top Park Car Season Pass	\$85.00 for legal seat belted occupancy permitted for vehicle \$70.00 limited up to 4 people [Extra people to be paid for at the gate.]
General Admission	\$4.00 Adults 11-64 \$3.00 Seniors 65 and over

\$2.00 children 10 and under

Tassel Top Cabin Rental per week \$900 (July-August); \$800 (before Memorial Day and after Labor Day) plus security deposit and lodging tax

Tassel Top Cabin Rental per day (when not rented for a week)

\$100/day for up to 4 people plus security deposit and lodging tax

\$200/day for up to 8 people plus security deposit and lodging tax

Can include overnight up to 8 people

\$25/day for each additional person over 8

Daily function fees: [does not include security deposit or taxes]

Up to 50 people \$500/day

Up to 75 people \$750/day

Up to 1000 people \$1,000/day

Up to 1250 people \$1,250/day

Up to 1500 people \$1,500/day



401 Webb's Mills Road
Raymond, Maine 04071
207.655.4742
655-3024 (Fax)

To: Don Willard, Town Manager

Date: May 8, 2013

From: Town Clerk's Office

Subject: Summer Saturday Hours

We are advertising that the Town Office's summer hours will begin Saturday, May 25th from 8:30 am to noon. In the past the Office has been open on both Tuesday nights and Saturday mornings during the summer. It is felt by the staff that the great majority of our summer residents have moved to Raymond between Memorial Day Weekend and The Fourth of July weekend. With the advent of online registration for motor vehicles, boats, ATV's, IF&W licensing, and dog licensing, we feel that the need for hours other than our regular business week hours is not necessary.

Therefore, we would like to stop the Saturday morning office hours the weekend after the 4th of July weekend which will be July 13th. We would continue to be open Tuesday nights. I including some information from 2012 showing that the use of Saturday mornings drops off considerably after that date.

We hope that this meets with your approval.

Date	Total # customers	#cash	#BMV regs
3/3/12	17	10	7
3/10/12	43	10	33
3/17/12	53	14	39
3/14/12	37	14	23
3/31/12	65	23	42
5/5/12	56	19	37
5/12/12	58	30	28
5/19/12	30	22	8
5/26/12	45	34	11
6/2/12	25	8	17
6/9/12	38	24	14
6/16/12	25	16	9
6/23/12	22	15	7
6/30/12	34	20	14
7/7/12	36	12	24
7/14/12	21	14	7
7/21/12	33	12	21
7/28/12	28	11	17
8/4/12	29	11	18
8/14/12	22	7	15
8/18/12	11	5	6
8/25/12	25	4	21
9/1/12	30	5	25
9/8/12	18	2	16
9/15/12	couldn't separate info		
9/22/12	couldn't separate info		
9/29/12	17	4	13
10/6/12	16	6	10
10/13/12	22	9	13
10/20/12	12	2	10
10/22/12	25	5	20

First Name	Last Name	Street	City, State, Zip	Home	Business	Fax or Email	Committee
Linda	Alexander	1 Pine Lane	Raymond, Me 04071	655-4640	409-0217	peanut5940@yahoo.com	ANIMAL CONTROL Asst.
Susan	Fielder	PO Box 296	Raymond, Me 04071	655-7359	653-5055	ACOfielder@yahoo.com	ANIMAL CONTROL, DIRECTOR
Bobby	Silcott	9 Stony ridge Court	Naples, Me 04055	647-1112		asktheaco@yahoo.com	ANIMAL CONTROL Asst.
ZBA Alternate	Vacant						APPEALS BOARD Alternate
Peter	Leavitt	2 Leavitt Rd	Raymond, Me 04071	655-3943		pleavit1@maine.rr.com	APPEALS BOARD 2015
Elden	Lingwood	54 Trails End Lane	Raymond, Me 04071	627-7411		elldsl@fairpoint.net	APPEALS BOARD 2015
Lawrence	Murch	460 Webbs Mills Rd	Raymond, Me 04071	655-7545	345-9863	none	APPEALS BOARD 2016
Mary	Picavet	3 Arbor Woods Rd	Raymond, Me 04071	655-5164		mpicave1@maine.rr.com	APPEALS BOARD ALT 2015
Matthew	Schaefer, Chair.	279 Cape Rd	Raymond, Me 04071	655-2514		matt@brannlaw.com	APPEALS BOARD 2016
Sheila	Philpot	384 Webbs Mills Rd	Raymond, Me 04071	655-1212		srsphilpo6@aol.com	ASSESS REV ALT 2014
Charles	Miller	59 Hancock Rd	Raymond, Me 04071	627-4005		chastmil@gmail.com	ASSESS REV 2014
Holly	Mitchell	49 Tenney Hill Rd	Raymond, Me 04071	655-3409		hbm@maine.rr.com	ASSESS. REV 2016
Brenda	Tubbs	350 Webbs Mills Rd	Raymond, Me 04071	671-6821	688-6063	brenda.tubbs@lberdrolausa.com / BLTubbs@gmail.com	ASSESS. REV 2014
Stephen R.	Linne	PO Box 86	South Casco, Me 04077	939-6917		steve42@maine.rr.com	ASSESS REV 2014
Mary Jane	Wells	Spiller Hill Rd					ASSESS REV 2016
Curt	Lebel	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 151		ASSESSOR
Danielle	Loring	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 133		ASSESSORS ASST
Nathan	White	104 Webbs Mills Rd	Raymond, Me 04071	655-2018	653-3641	nathan.white@raymondmaine.org	Beautification Com
Don	Willard	104 Webbs Mills Rd	Raymond, Me 04071	655-4742X31	650-9001	don.willard@raymondmaine.org	Beautification Com
Chris	McClellan	PO Box 406	Raymond, Me 04071	655-7207		chris.mcclellan@raymondmaine.org	Beautification Com
Mary	McIntire	31 Egypt Road	Raymond, Me 04071	655-2378			Beautification Com
Mike	McClellan	27 Pismire Mountain Rd	Raymond, Me 04071	655-4438		info@mainelakeschamber.com	Beautification Com
Eileen	Stiles	94 Deep Cove Rd	Raymond, Me 04071	655-4937			Beautification Com
Sharon	Dodson	PO Box 577	Raymond, Me 04071	998-2372	329-2388	rdodson@maine.rr.com	Beautification Com
Elissa	Gifford	PO Box 357	Raymond, Me 04071	655-3399		sgifford1@maine.rr.com	Beautification Com
Fran	Gagne	68 Whittemore Cove Rd	Raymond, Me 04071	655-3962			Beautification Com

Barbara	Lovell	PO Box 945	Raymond, Me 04071	655-7225	615-1425	barbino@fairpoint.net	Beautification Com
Shirley	Bloom	26 Sebago Rd	Raymond, Me 04071	655-7249			Beautification Com
Elaine	Keith	72 Quarry Cove Rd	Raymond, Me 04071	655-2147			Beautification Com
Stephen R.	Linne	PO Box 86	South Casco, Me 04077	939-6917		steve42@maine.rr.com	BUDGET/FINANCE 2015
Brian	Walker	12 Rolfe Rd	Raymond, Me 04071	655-2135		brian@trailguideconsulting.com	BUDGET/FINANCE 2014
Marshall	Bullock	8 Stonewall Crossing	Raymond, Me 04071	998-5449		rbullock1@maine.rr.com	BUDGET/FINANCE 2014
Tacy	Hartley	PO Box 1034	Raymond, Me 04071	655-4227	317-0981	Tacyhartley@aol.com	BUDGET/FINANCE 2016
Dana	Desjardins	PO Box 378	Raymond, Me 04071	655-5351		dana.desjardins@ymail.com	BUDGET/FINANCE 2014
Stephen	Crockett	195 Webbs Mills Rd	Raymond, Me 04071	655-7737	800-949-5961	steve@crockettffurniture.com	BUDGET/FINANCE 2016
Robert	Gosselin	PO Box 318	Raymond, Me 04071			gosselinbob@hotmail.com	BUDGET/FINANCE 2015
Rolf	Olsen, Chair	P O Box 171	Raymond, ME 04071	655-4670	207-856-2501 (Ex 135)	rolsen001@maine.rr.com	BUDGET/FINANCE 2016
Peter	Dunn	84 Whittemore Cove Rd	Raymond, Me 04071	655-8484		PDunn1020@aol.com	BUDGET/FINANCE 2015
Linda	Alexander	1 Pine Lane	Raymond, Me 04071	655-4640		dalexan1@maine.rr.com	CEMETERY
Wayne	Gelston	46 Ledge Hill Rd	Raymond, Me 04071	998-5568			CEMETERY
Tacy	Hartley	PO Box 1034	Raymond, Me 04071	655-2447	317-0981	Tacyhartley@aol.com	CEMETERY
Dick	Sanborn	74 N. Raymond Rd	Raymond, Me 04071	998-4270			CEMETERY
Elaine	Walston	74 Mountain Rd	Raymond, Me 04071	655-7892			CEMETERY
Kim	Williams	PO Box 624	Raymond, Me 04071	655-7021			CEMETERY
Dale	Woodman	74 Mountain Rd	Raymond, Me 04071	655-7892			CEMETERY
Lonnie	Taylor	PO Box 1357	Raymond, Me 04071	655-2541		LTAYLOR@IDS.TC	CEMETERY Sel. Rep.
Chris	Hanson	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext. 42	chris.hanson@raymondmaine.org	CODE ENF. OFFICER
John	Thompson	1 Hazelton Lane	Naples, Me 04055	693-6364			Code Enf. Officer Asst.
Don	Murphy	PO Box 601	Casco, Me 04015	627-4515			Code Enf. Officer Asst.
Nick	Adams	1231 Maine St	Poland, Me 04274	841-0935			Code Enf. Officer Asst.
John	Rand, Chair	20 Dryad Woods Rd	Raymond, Me 04071	655-4277		jbr@pivot.net	CONSERVATION COM
Marlee	Turner	31 Big Pine Rd	Raymond, Me 04071	935-7579		-	CONSERVATION COM
Bill	Fraser	1 Justin Lynn Drive	Raymond, Me 04071	692-0376		fjwj1895@earthlink.net	CONSERVATION COM

Russ	Hutchinson	363 N. Raymond Rd	Raymond, Me 04071	998-4908		dhutchi4@maine.rr.com	CONSERVATION COM
Jim	Ross	22 Meadow Way	Cape Elizabeth, Me 04107	655-3842		jim-ross@idexx.com	CONSERVATION COM
Kimberly	Rowe	112 Mountain Rd	Raymond, Me 04071	221-3477		minuet@maine.rr.com	CONSERVATION COM
Ben	Severn	4 Emery Lane	Raymond, Me 04071	655-3936		Bsevern@aol.com	CONSERVATION COM
Samuel	Gifford	P O Box 357	Raymond, Me 04071	615-1509	655-3399	sgifford1@maine.rr.com	CONSERVATION Sel Rep.
Elissa	Gifford	PO Box 357	Raymond, Me 04071	655-3399		ewoodgiff@hotmail.com	CONSERVATION COM
Leah	Stetson	317 Raymond Hill Rd	Raymond, Me 04071	460-6325		leah@aswm.org	CONSERVATION COM
Steve	Catir	121 Webbs Mills Rd	Raymond, Me 04071	776-4207			CONVERSATION COM
Nathan	White	30 Spiller Hill Rd	Raymond, Me 04071	655-4742		nathan.white@raymondmaine.org	CONSTABLE
Bruce	Tupper, Fire Chief	1443 Roosevelt Trail	Raymond, Me 04071	655-7851		bruce.trupper@raymondmaine.org	EMERGENCY MGMT DIR.
Bruce	Tupper, Fire Chief	P O Box 601	Raymond, Me 04071	655-5349		bruce.tupper@raymondmaine.org	FIRE CHIEF
Bruce	Tupper, Fire Chief	PO Box 601	Raymond, Me 04071	655-5349		bruce.tupper@raymondmaine.org	FOREST WARDEN
Mike	Reynolds	5 Keilt Drive	Raymond, Me 04071	655-2884		mike_reynolds@maine.rr.com	GPCOG Economic District REP
Mike	Reynolds	5 Keilt Drive	Raymond, Me 04071	655-2884		mike_reynolds@maine.rr.com	GPCOG Sel. Rep.
Don	Willard	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext. 31	don.willard@raymondmaine.org	GPCOG REP, ALTERNATE
Cathy	Gosselin, Dep. Fire Chief	PO Box 318	Raymond, Me 04071	655-1187		gosselinbob@hotmail.com	HEALTH OFFICER
Sally	Holt	3 Meadow Road	Raymond, Me 04071	655-4283		sally.holt@raymondvillagelibrary.org	LIBRARIAN
Mike	Reynolds	5 Keilt Drive	Raymond, Me 04071	655-2884		mike_reynolds@maine.rr.com	LIBRARY Sel. Rep
Don	Willard	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 31	don.willard@raymondmaine.org	MMWAC Alternate
Charles	Leavitt	14 Leavitt Rd	Raymond, Me 04071	655-7059		leavittcharles@gmail.com	MMWAC REP
Kevin	Woodbrey	20 Egypt Rd	Raymond, Me 04071	655-3146	ext 61	kevin.woodbrey@raymondmaine.org	Networking Administrator
Jim	Seymour	Sebago Technics	Gorham, Me 04038	200-2100		jseymour@sebagotechnics.com	PLANNER
Patrick L.	Clark, Chair	24 Kelly Lane	Raymond, Me 04071	655-8826	775-3211x139	pat.clark@santec.com	PLANNING BD 2015
Planning Bd	VACANT						PLANNING BD 2015
Robert	O'Neill, Vice Chair	67 Spring Valley Road	Raymond, Me 04071	655-4376	829-4805 ext 217	theoneills@maine.rr.com	PLANNING BD 2016
William	Priest	21 Hemlock Lane	Raymond, Me 04071	655-8750		billpriest1@securespeed.net	PLANNING BD 2016
Greg	Foster	29 Ledge Hill Rd	Raymond, Me 04071	272-4270	657-4441	timbergf@aol.com	PLANNING BD 2014

Bruce	Sanford	222 Mountain Rd	Raymond, Me 04071	627-6049	627-4099	conestco@fairpoint.net	PLANNING BD 2014
Randy	Crockett, Principal	423 Webbs Mills Rd	Raymond, Me 04071	655-4743		rcrockett@windhamraymondschools.org	SCHOOLS PRINCIPAL
Deborah	Hutchinson, Instructional Ldr	443 Webbs Mills Rd	Raymond, Me 04071	655-8663		dhutchinson@windhamraymondschools.org	SCHOOLS INSTRUCTION LDR
Sara	Childs	60 Tenney Hill Rd	Raymond, Me 04071	655-3996		raymondschoolspto@gmail.com	PTO
Nathan	White	PO Box 616	Raymond, Me 04071	655-6048	655-1012	nathan.white@raymondmaine.org	PUBIC WORKS DIRECTOR
Kevin	MacDonald	50 Vogel Road	Raymond, Me 04071		828-4727		RAYMOND BASEBALL
Sue Ellen	Gendron	60 Egypt Rd	Raymond, Me 04071	655-4463		jeffsueellen@pivot.net	RAYMOND REC BABYSITTING
Pat	Smith, Chair	33 Wawenock Rd	Raymond, Me 04071	655-4657	655-4204	pat@campwawenock.com	RAYMOND REC BOARD
Todd	Kiesel						RAYMOND REC BOARD
Bob	Payne	9 Christmas Tree Ln	Raymond, Me 04071	655-2165		blueridgeguide@bigfoot.com	RAYMOND REC BOARD
Kevin	MacDonald	50 Vogel Road	Raymond, Me 04071		828-4727		RAYMOND REC BSKTBL
Bushido	Karate	Rt. 121	Casco, Me 04015	627-7170			RAYMOND REC KARATE
Bob	Payne	9 Christmas Tree Lane	Raymond, Me 04071	655-2165		blueridgeguide@bigfoot.com	RAYMOND REC RUN
Christina	Koza	10 Dolimont	Raymond, Me 04071	595-2170			RAYMOND REC SECRETARY
Lonnie	Taylor	PO Box 1357	Raymond, Me 04071	655-2541		LTAYLOR@IDS.TC	RAYMOND REC Sel Rep
Gail	Troiano	749 Webbs Mills Rd	Raymond, Me 04071	211-3390			RAYMOND REC SKIING FRI
Beth	Clark	17 Kingsley Rd	Raymond, ME 04071	627-4504			RAYMOND REC SKIING WED
Shannon	Nassa	137 Valley Rd	Raymond, Me 04071	655-3714			RAYMOND REC SKIING WED
Stacey	Starbird-Richmond	3 Carriage Hill Rd	Raymond, ME 04071	655-5097		starrich@maine.rr.com	RAYMOND REC SOCCER
Kim	Plummer	PO Box 566	Raymond, Me 04071				RAYMOND REC SWIM INDR
Pat	Smith	33 Wawenock Rd	Raymond, Me 04071	655-4657		wawencok@pivot.net	RAYMOND REC TENNIS
Lee	Walker	12 Rolfe Rd	Raymond, Me 04071	655-2135		brian@trailguideconsulting.com	RAYMOND REC TREASURER
Steve	McCormick	56 Northern Pines Rd	Raymond, Me 04071	655-1215		stevenmccormick@aol.com	Raymond Waterways Milfoil
Dan	West	21 Martin Heights	Raymond, Me 04071	655-9203		dan@mainebroker.org	RECYCLING COM
Dennis	Woodruff	423 Webbs Mills Rd	Raymond, Me 04071	655-4743		dwoodruff@windhamraymondschools.org	RECYCLING COM
			Raymond, Me 04071				RECYCLING COM Sel Rep
Phil	Hammett, Chair	156 Mountain Rd	Raymond, Me 04071	655-7601		phil@sweetabyss.com	RECYCLING COM, Co Chair

Eileen	Stiles, Chair	94 Deep Cove Rd	Raymond, Me 04071	655-4193		foxynana@maine.rr.com	RECYCLING COM, Co-chair
Cathy	Gosselin, Dep. Fire Chief	PO Box 318	Raymond, Me 04071			gosselinbob@hotmail.com	RESCUE
Nathan	White	30 Spiller Hill Rd	Raymond, Me 04071	655-6048	655-1012	nathan.white@raymondmaine.org	ROAD COMMISSIONER
Nathan	White	30 Spiller Hill Rd	Raymond, Me 04071	655-6048	655-1012	nathan.white@raymondmaine.org	Road Impact Study Com
Rolf	Olsen	P O Box 171	Raymond, Me 04071	655-4670	207-856-2501 (Ex 135)	rolsen001@maine.rr.com	Road Impact Study Com
Samuel	Gifford	P O Box 357	Raymond, Me 04071	615-1509	655-3399	sgifford1@maine.rr.com	Road Impact Study Com
Robert	Harmon	PO Box 490	Raymond, Me 04071	655-2278		rharmon14@maine.rr.com	Road Impact Study Com
Jeraldine	Keane-Dreyer	23 Birch Drive	Raymond, Me 04071	655-2709		jkeane1@maine.rr.com	RSU School Board 2016
Catriona	Sangster	33A Wawencok Rd	Raymond, Me 04071	776-4186	655-4657	sangsterclan@gmail.com	RSU School Board 2014
Diana	Froisland	101 Daggett Drive	Raymond, Me 04071	233-4841		dndland@aol.com	RSU School Board 2015
	Jordan Small Middle	423 Webbs Mills Rd	Raymond, Me 04071	655-4743		655-6952	SCHOOL
	Raymond Elementary	434 Webbs Mills Rd	Raymond, Me 04071	655-8672		655-8663	SCHOOL
Joe	Bruno, Chairman	4 Christina Court	Raymond, Me 04071	627-4979	841-2327	jbruno@communityrx.com	SELECTMAN 2015
Teresa	Sadak	207 Webbs Mills Rd	Raymond, Me 04071	655-5411		tsadak@maine.rr.com	SELECTMAN 2016
Mike	Reynolds	5 Keilt Drive	Raymond, Me 04071	655-2884	807-7470	mike_reynolds@maine.rr.com	SELECTMAN 2016
Lonnie	Taylor, Vice Chairman	PO Box 1357	Raymond, Me 04071	655-3013	650-0423	LTAYLOR@IDS.TC	SELECTMAN 2014
Samuel	Gifford	P O Box 357	Raymond, Me 04071	615-1509	655-3399	sgifford1@maine.rr.com	SELECTMAN 2014
Michael	McClellan	27 Pismire Mt Rd	Raymond, Me 04071		329-6148 cell	macce@mainechamber.org	STATE REPRESENTATIVE
Gary	Plummer	248 Gray Rd	Windham, ME 04062	892-6088		geplummer@aol.com	STATE SENATOR
Sanford	Prince, Superintendent	228 Windham Center Rd	Windham, ME 04062	892-1800		sprince@windham.k12.me.us	SUPERINTENDENT RSU #14
Phyllis	Burnham	PO Box 65	Raymond, Me 04071	655-2142		pburnham77@hotmail.com	TASSEL TOP
Steve	Crockett	195 Webbs Mills Rd	Raymond, Me 04071	655-7737		steve@corckettfurniture.com	TASSEL TOP
Bob	Metz	23 Crescent Shore Rd	Raymond, Me 04071	627-7053		rmetz1@maine.rr.com	TASSEL TOP
Wendy	Thoren	195 North Raymond Rd	Raymond, Me 04071	998-2706	926-4597	ethoren@maine.rr.com	TASSEL TOP
Shauna	Peffer	30 Lucky's Run	Standish, Me 040	648-7023		shauna.peffer@yahoo.com	TASSEL TOP
Charles	Leavitt	14 Leavitt Rd	Raymond, Me 04071	655-7059		leavittcharles@gmail.com	TASSEL TOP
Don	Willard	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	650-9001	don.willard@raymondmaine.org	TASSEL TOP - TOWN REP

	TASSEL TOP PARK	Roosevelt Trail	Raymond, Me 04071	655-4675			TASSEL TOP PARK
Sue	LaMarre	4 Shaw Rd	Raymond, Me 04071	655-4441	655-4675	klamarre@maine.rr.com	TASSELTOP HEAD RANGER
John	Hanley	221 Valley Rd	Raymond, Me 04071	321-8352		john.hanley@raymondmaine.org	TECHNOLOGY COM
Kevin	Woodbrey	20 Egypt Rd	Raymond, ME 04071	807-4784		kevin.woodbrey@raymondmaine.org	TECHNOLOGY COM
Dominic	Dymond	401 Webbs Mills Rd	Raymond, Me 04071			dominic.dymond@raymondmaine.org	TECHNOLOGY COM
Sean	Dudley	12 Whitney Way	Raymond, Me 04071	655-2899			TECHNOLOGY COM
Elisa	Trepanier	5 Salmon Run	Raymond, Me 04071	318-4368		elisa_maps@yahoo.com	TECHNOLOGY COM
Laurie	Forbes, Chair	17 Webbs Mills Rd	Raymond, Me 04071	655-4107		rforbes1@maine.rr.com	TECHNOLOGY COM
Lonnie	Taylor	PO Box 1357	Raymond, Me 04071	655-3013	650-0423	LTAYLOR@IDS.TC	TECHNOLOGY COM, Sel Del.
Tom	Gobiewski	25 Shaker Woods Rd	Raymond, Me 04071	233-6656			TECHNOLOGY COM
Donald	Willard	401 Webbs Mills Rd	Raymond, Me 04071	650-9001	ext 131	don.willard@raymondmaine.org	TOWN MANAGER
Danielle	Loring	401 Webbs Mills Rd	Raymond, Me 04071	655-4742X33		danielle.loring@raymondmaine.org	TOWN MANAGER'S Sec.
Suzanne	Carr	PO Box 365	Raymond, Me 04071	655-2696	ext 122	suzanne.carr@raymondmaine.org	TOWN OFFICE, Dep. Tax Coll
Suzanne	Carr	PO Box 365	Raymond, Me 04071	655-2696	ext 122	suzanne.carr@raymondmaine.org	TOWN OFFICE, Deputy Clerk
Louise	Lester	401 Webbs Mills Rd	Raymond, Me 04071	655-4224	ext 121	louise.lester@raymondmaine.org	TOWN OFFICE-Dep Tax Coll
Rita	Theriault	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 123	rita.theriault@raymondmaine.org	TOWN OFFICE-Dep. Tax Coll
Nancy	Yates	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 132	nancy.yates@raymondmaine.org	TOWN OFFICE-Dep. Tax Coll
Rita	Theriault	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 123	rita.theriault@raymondmaine.org	TOWN OFFICE-Dep. Town Clerk
Nancy	Yates	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 132	nancy.yates@raymondmaine.org	TOWN OFFICE-Dep. Town Clerk
Alice	Hamilton	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 124	alice.hamilton@raymondmaine.org	TOWN OFFICE-Dep. Town Clerk
Rita	Theriault	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 123	rita.theriault@raymondmaine.org	TOWN OFFICE-Dep. Treasurer
Nancy	Yates	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 132	nancy.yates@raymondmaine.org	TOWN OFFICE-Finance Dir.
Nancy	Yates	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 132	nancy.yates@raymondmaine.org	TOWN OFFICE-Treasurer
Alice	Hamilton	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 124	alice.hamilton@raymondmaine.org	TOWN OFFICE-Gen. Asst.Dir
Donald	Willard	401 Webbs Mills Rd	Raymond, Me 04071	650-9001	ext 131	don.willard@raymondmaine.org	TOWN OFFICE-Tax Collector
Donald	Willard	401 Webbs Mills Rd	Raymond, Me 04071	650-9001	ext 131	don.willard@raymondmaine.org	TOWN OFFICE-Harbor Master
Louise	Lester	401 Webbs Mills Rd	Raymond, Me 04071	655-4224	ext 121	louise.lester@raymondmaine.org	TOWN OFFICE-Town Clerk

David	McIntire	31 Egypt Rd	Raymond, Me 04071	655-2378		David.McIntire@L-3Com.com	VETERANS MEMORIAL
Howard	Stiles, Chair	94 Deep Cove Rd	Raymond, Me 04071	655-4193		popsicle@maine.rr.com	VETERANS MEMORIAL
Eleanor	Thompson	10 Levy Lane	Raymond, Me 04071	655-7632		none	VETERANS MEMORIAL
Vernon	Watters	86 Deep Cove Rd	Raymond, Me 04071	655-4225		none	VETERANS MEMORIAL
Lonnie	Taylor	PO Box 1357	Raymond, Me 04071	655-3013	650-0423	LTAYLOR@IDS.TC	VETERANS MEMORIAL Sel.Rep
Louise	Lester	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 121	louise.lester@raymondmaine.org	VOTER REGISTRAR
Louise	Murray	P O Box 227	Raymond, Me 04071	655-7162		louise.murray@raymondmaine.org	VOTER REGISTRAR, DEP.
Rita	Theriault	401 Webbs Mills Rd	Raymond, Me 04071	655-4742	ext 123	rita.theriault@raymondmaine.org	VOTER REGISTRAR, DEP.
Suzanne	Carr	PO Box 365	Raymond, Me 04071	655-2696	ext 122	suzanne.carr@raymondmaine.org	VOTER REGISTRAR, DEP.
Alice	Hamilton	401 Webbs Mills Rd	Raymond, Me 04071	655-6014	ext 124	alice.hamilton@raymondmaine.org	VOTER REGISTRAR, DEP.
Gregory	Joy	598 Bald Hill Rd	New Gloucester, Me 04260	926-4020		greg.joy@parker.com	WEIGHTS & MEASURES

*TOWN OF RAYMOND
401 Webbs Mills Road
Raymond, Maine 04071*

Board of Selectmen Appointment Protocol

Reappointments

- ◆ All appointed terms of board and committee members shall be considered to begin on August 1 of the year appointed unless filling the incomplete term of another member, and shall expire on July 30th of the year of expiration. Members appointed to complete a vacated term shall serve from the date appointed and sworn in to the term expiration.
- ◆ The Town Clerk shall submit to the Selectmen at their first regular meeting following Town Meeting a list of all board or committee members whose terms are due to expire. Prior to submittal the Clerk shall ascertain to the best of their ability whether or not the member desires to serve another term and forward that information to the Selectmen along with the list.
- ◆ If unforeseen circumstances prohibit the Selectmen from making appointments prior to August 1 the existing members shall serve until re-appointed or the position refilled.

Filling positions vacated by resignation prior to the end of a term

- ◆ Upon receipt of written resignation public notification will be made by the board or committee from which the resignation is occurring announcing the resignation as a formally stated agenda item at the next regularly scheduled meeting.
- ◆ After the announcement of the resignation at the board or committee meeting, the formal acceptance of the resignation will be an agenda item for the next available Selectmen's Meeting.
- ◆ After the Selectmen accept the resignation, an advertisement for interested candidates will be run in both the Raymond Road Runner and the Suburban News. Applications will be accepted for a 30-day period from the date of publication. After applications close, all applications will be forwarded to the board or committee for consideration at their next regularly scheduled meeting.
- ◆ Consideration of candidates will then appear as a formally stated board or committee agenda item at the next regular meeting wherein the board or committee will make a recommendation for appointment to the Board of Selectmen.
- ◆ The recommendation will then be submitted to the Selectmen and considered as an agenda item at the next regular Selectmen's Meeting.
- ◆ The Selectmen will make an appointment within 30 days based on the qualifications and background of the candidates seeking the position and the recommendation of the board or committee.

Removal of members

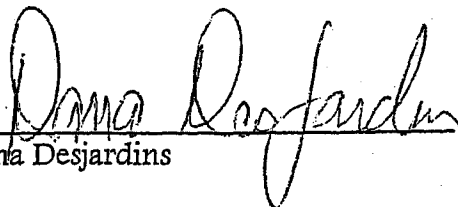
- ◆ Non attendance – The Selectmen shall, at the review and request of a board or committee, consider the removal of a member from such board or committee for repeated and continual absences without notification to the board or committee and good cause.
- ◆ Conflict of interest – the Selectmen shall rely on 30-A MRSA 2605. Conflicts of interest. As the basis for consideration of removal of a member of an appointed board or committee.

Complaints brought by the public

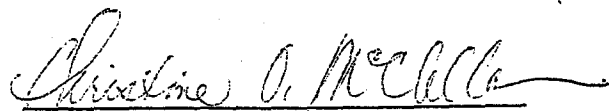
- ◆ Should any member of the public bring a complaint regarding the conduct of a board or committee member or their ability to serve in their capacity to the attention of a board, committee, the Selectmen or the Town Manager, the complaint shall first be forwarded to the board or committee on which the member serves to be reviewed at their next regularly scheduled meeting. A review of the complaint shall be conducted and a recommendation be forwarded to the Selectmen. The Selectmen shall then hear the complaint at their next regularly scheduled meeting independent of any action of the involved board as required by law.
- ◆ The selectmen shall schedule a hearing in executive session at their next regularly scheduled meeting to determine if the complaint has merit and if so to consider the removal of the member. This hearing shall be open to the complainant and the member and shall be held in public at the request of the member. Should the member be unable to attend a scheduled hearing it shall be rescheduled to accommodate their attendance.

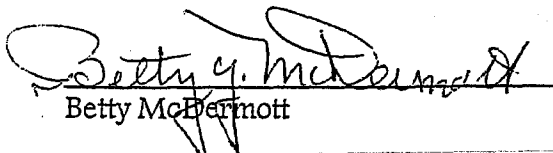
Adopted this 6th day of May, 2003


Ada Brown, Chairman


Dana Desjardins


Charles Leavitt


Christine McClellan


Betty McDermott



*401 Webbs Mills Road
Raymond, Maine 04071*

June 18, 2013

To: Raymond Board of Selectmen
From: Nancy Yates, Finance Director

Subject: FY2013-2014 Municipal Employees' Health Insurance Program

When reviewing the health insurance plans submitted by Cross Insurance for FY2013-2014, the goal was to meet the budget figure approved by the Board of Selectmen, as well as provide as good coverage as possible and provide some financial relief to the employees. This resulted in the selection and recommendation to the Selectmen of a plan offered by Harvard Pilgrim, as shown in Option 16A of the attached.

Aside from cost, there are two other reasons why this plan was chosen. The first is that the plan can be made to conform to the Town's fiscal year. Not only will the contract run July 1 through June 30, but the plan year will also run July 1 through June 30. This means that the deductible will no longer reset on January 1, which has caused financial difficulties for several employees in the past. A second reason is that this plan also contains a provision for preventive prescription co-pays. Preventive prescriptions such as those for diabetes or cholesterol will have a co-pay of \$5, \$10, \$20, or \$30, rather than the employee having to pay for the entire cost up front and then being reimbursed through the HRA. These prescriptions will not be reimbursed under the HRA, but will count towards the total out-of-pocket cost for the employee. All other prescriptions not meeting the plan's definition of preventive drugs will continue to be reimbursed after up-front payment by the employee.

This plan will also save the Town approximately \$13,000 per year (as opposed to an increase of over \$30,000 for renewal of the current plan), so as part of this plan it is proposed that the Town increase the deductible reimbursement for those 11 employees having spouse or family coverage from \$3000 to \$4000.



	Current Anthem PPO HSA 308 \$3,000 Embedded		Renewal Anthem PPO HSA 308 \$3,000 Embedded		Option 16 Harvard Pilgrim HealthCare PPO HSA \$3,000 Embedded MD2282 (Plan Year)	
Benefits	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible (Individual/Family)	\$3,000/\$6,000	(Combined In/Out)	\$3,000/\$6,000	(Combined In/Out)	\$3,000/\$6,000	\$6,000/\$12,000
Coinsurance	Varies by Service		Varies by Service		Varies by Service	
Inpatient Hospital	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Outpatient Hospital	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Coinsurance Limit	None	\$3,000/\$6,000	None	\$3,000/\$6,000	\$2,000/\$4,000	\$4,000/\$8,000
Out-of-Pocket Maximum (Individual/Family)	\$3,000/\$6,000	\$6,000/\$12,000	\$3,000/\$6,000	\$6,000/\$12,000	\$5,000/\$10,000	\$10,000/\$20,000
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Emergency Room Services	0% after Ded	0% after Ded	0% after Ded	0% after Ded	0% after Ded	0% after Ded
Prescription Drugs (Tier 1, 2, 3, 4)	0% after Ded	20% after Ded	0% after Ded	20% after Ded	\$5/\$15/\$30/\$45 after Ded	Eligible for Reimbursement
Primary Care Physician Office Visit	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Preventive Care (per Benefit Schedule)	\$0 Copay	20% after Ded	\$0 Copay	20% after Ded	\$0 Copay	20%
Specialty Care						
Office Visit	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Chiropractic Services (per Benefit Schedule)	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
PT, OT & Speech Therapy (per Benefit Schedule)	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Diagnostic Outpatient Testing						
Lab & X-Ray Services	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
MRI, CT, PET Scans	0% after Ded	20% after Ded	0% after Ded	20% after Ded	0% after Ded	20% after Ded
Mental/Substance Abuse (per Benefit Schedule)	State & Federal Mandates Apply		State & Federal Mandates Apply		State & Federal Mandates Apply	
Pre-Certification (Referral) / Penalty	Yes/\$300	Yes/\$300	Yes/\$300	Yes/\$300	None	Yes/\$500
Pre-Existing Conditions	6/12 n/a for Members to age of 19		6/12 n/a for Members to age of 19		N/A	
Rates	Counts					
Employee Only	5	\$388.34		\$458.45		\$360.50
Employee + Spouse	3	\$892.43		\$1,053.69		\$757.05
Employee + Child(ren)	0	\$699.52		\$825.72		\$684.95
Family	8	\$1,162.51		\$1,372.84		\$1,081.50
Estimated Monthly Premium	\$13,919.07		\$16,436.04		\$12,725.65	
Estimated Annual Premium	\$167,028.84		\$197,232.48		\$152,707.80	
Percentage Change From Current	0%		18.08%		-8.57%	
Annual Dollar Change From Current	\$0.00		\$30,203.64		(\$14,321.04)	



		Option 16 A Harvard Pilgrim HealthCare PPO HSA \$3,000 Embedded MD2282 (Plan Year)	Option 23 Harvard Pilgrim HealthCare HMO \$2500 MD2823 (Plan Year)
Benefits		In-Network	Out-of-Network
Deductible (Individual/Family)		\$3,000/\$6,000	\$6,000/\$12,000
Coinsurance		Varies by Service	
Inpatient Hospital		0% after Ded	20% after Ded
Outpatient Hospital		0% after Ded	20% after Ded
Coinsurance Limit		\$2,000/\$4,000	\$4,000/\$8,000
Out-of-Pocket Maximum (Individual/Family)		\$5,000/\$10,000	\$10,000/\$20,000
Lifetime Maximum		Unlimited	Unlimited
Emergency Room Services		0% after Ded	0% after Ded
Prescription Drugs (Tier 1, 2, 3, 4)		\$5/\$20/\$30/\$50 After Ded	Eligible for Reimbursement
		Preventive RX copays apply	
Primary Care Physician Office Visit		0% after Ded	20% after Ded
Preventive Care (per Benefit Schedule)		\$0 Copay	20%
Specialty Care			
Office Visit		0% after Ded	20% after Ded
Chiropractic Services (per Benefit Schedule)		0% after Ded	20% after Ded
PT, OT & Speech Therapy (per Benefit Schedule)		0% after Ded	20% after Ded
Diagnostic Outpatient Testing			
Lab & X-Ray Services		0% after Ded	20% after Ded
MRI, CT, PET Scans		0% after Ded	20% after Ded
Mental/Substance Abuse (per Benefit Schedule)		State & Federal Mandates Apply	
Pre-Certification (Referral) / Penalty		None	Yes/\$500
Pre-Existing Conditions		N/A	
Rates	Counts		
Employee Only	5	\$363.49	\$402.33
Employee + Spouse	3	\$763.33	\$844.90
Employee + Child(ren)	0	\$690.63	\$764.42
Family	8	\$1,090.47	\$1,206.99
Estimated Monthly Premium		\$12,831.20	\$14,202.27
Estimated Annual Premium		\$153,974.40	\$170,427.24
Percentage Change From Current		-7.82%	2.03%
Annual Dollar Change From Current		(\$13,054.44)	\$3,398.40

Prescription Drug Coverage

BEST BUY HSA PPO

Your HPHC Insurance Company (HPHC) Best Buy HSA PPO includes coverage for prescription drugs. Covered prescription medications are available at participating pharmacies, which include most large pharmacy chains and many independent drug stores.

Preventive Drug Benefit

Your prescription drug coverage features the Preventive Drug Benefit, which includes medications to help prevent the chronic conditions and illnesses shown below. For a current list of the benefit's covered preventive drugs, visit the Quicklinks section of www.harvardpilgrim.org/rx.

- ▶ Anticoagulants & Platelet Aggregation Inhibitors for STROKE PREVENTION
- ▶ Antineoplastics for BREAST CANCER
- ▶ Blood Glucose Regulators for DIABETES
- ▶ Cardiovascular Agents for HEART DISEASE/HYPERTENSION
- ▶ Dyslipidemics for HIGH CHOLESTEROL
- ▶ Hormonal (Parathyroid/Metabolic Bone Disease) for OSTEOPOROSIS
- ▶ PEDIATRIC VITAMINS with FLUORIDE
- ▶ PRENATAL VITAMINS (excludes over-the-counter products)
- ▶ Respiratory Agents for ASTHMA/COPD
- ▶ SMOKING CESSATION

The Preventive Drug Benefit enables you to access many covered preventive drugs that are not subject to your plan deductible. That lowers your cost-sharing, as you won't have to satisfy your deductible before receiving coverage. **You'll pay only a copayment** – as noted in the chart on the reverse side of this flyer. These medications are also subject to an out-of-pocket maximum, which limits the amount you're required to pay in any cost-sharing.

Cost-sharing for all other covered prescription drugs

Most covered drugs that are not part of the Preventive Drug Benefit are subject to your in-network deductible. This means that you are responsible for paying the entire cost of your medications until you reach your required in-network deductible amount. You will pay the lower of HPHC's discount rate or the pharmacy's retail price. Please see your Best Buy HSA Schedule of Benefits or Summary of Benefits for your in-network deductible amount. Once you have paid your full, yearly in-network deductible, your drugs are covered with copayments, as noted in the chart on the reverse.

Your Best Buy HSA PPO deductible amounts will be shown on your member identification (ID) card. Bring your prescription or refill to a participating pharmacy, along with your ID card, and you'll pay the appropriate amount.

Continued ►



Harvard Pilgrim Health Care includes Harvard Pilgrim Health Care and its affiliates, Harvard Pilgrim Health Care of New England and HPHC Insurance Company.



Harvard Pilgrim's Mail Service Prescription Drug Program (maintenance medications ONLY)

If you have a condition, (e.g., high blood pressure or arthritis) that requires maintenance medications, you can order up to a 90-day supply of these drugs through HPHC's Mail Service Prescription Drug Program and save yourself a trip to the pharmacy.

- Mail Service prescriptions covered by the Preventive Drug Benefit are subject to copayments as noted in the chart below.
- All other Mail Service prescription drugs are subject to your Best Buy HSA PPO in-network deductible. Once the in-network deductible has been met, they are subject to copayments as noted in the chart below.

Copayments for 30-day and 90-day supplies of medications

	Tier 1	Tier 2	Tier 3	Tier 4
30-day supply	\$5	\$20	\$30	\$50
90-day supply <i>(Mail Service Prescription Drug Program)</i>	\$10	\$40	\$60	\$150

Preventive Drug Benefit



Your prescription drug coverage features the Preventive Drug Benefit, which includes medications to help prevent chronic conditions and illnesses. The Preventive Drug Benefit enables you to access many covered preventive drugs that are not subject to your plan deductible. That lowers your cost-sharing, as you won't have to satisfy your deductible before receiving coverage.

Below is a list of the most commonly prescribed drugs to help prevent chronic conditions and illnesses. Brand-name drugs begin with a capital letter; all others are generic. Over-the-counter products are not included in this benefit. This list is not all-inclusive, and limitations and restrictions may apply.

Anticoagulants & Platelet Aggregation Inhibitors for STROKE PREVENTION

Arixtra
Aggrenox
Agrylin
anagrelide
Brilinta
cilostazol
clopidogrel
Coumadin
dipyridamole
Effient
enoxaparin
fondaparinux
Fragmin
heparin
Iprivask
Jantoven
Lovenox
Plavix
Pletal
Pradaxa
Ticlid
ticlopidine
warfarin
Xarelto

Antineoplastics for BREAST CANCER

anastrozole
Arimidex
Aromasin
exemestane
Fareston
Femara
letrozole
Nolvadex
tamoxifen

Blood Glucose Regulators for DIABETES

Note: Diabetic supplies (ie: blood glucose meters, test strips, lancets, syringes) are covered under Preventive Drug Benefit with prescription

acarbose
Actoplus Met
Actoplus Met XR
Actos
Amaryl
Apidra
Avandamet
Avandaryl
Avandia
Bydureon
Byetta
chlorpropamide
Cycloset
Diabeta
Duetact
Fortamet
glimepiride
glipizide
glipizide extended-release
glipizide/metformin
Glucophage
Glucophage XR
Glucotrol
Glucotrol XL
Glucovance
Glumetza
glyburide
glyburide/metformin
Glynase
Glyset
Humalog
Humalog Mix
Humulin
Janumet
Janumet XR
Januvia
Jentadueto
Juvisync
Kombiglyze XR
Korlym
Lantus
Levemir
metformin
metformin ER
Micronase
nateglinide
Novolin
Novolog
Onglyza
pioglitazone

pioglitazone/metformin
Prandimet
Prandin
Precose
Riomet
Starlix
Symlin
tolazamide
Tradjenta
Victoza

Cardiovascular agents for HEART DISEASE/HYPERTENSION

Accupril
Accuretic
acebutolol
Aceon
acetazolamide
acetazolamide capsule ER
Adalat CC
Aldactazide
Aldactone
Altace
amiloride
amiloride/
hydrochlorothiazide
amlodipine
Amturnide
Atacand
atenolol
atenolol/chlorthalidone
Avapro
Azor
benazepril
benazepril/
hydrochlorothiazide
Benicar
Benicar HCT
betaxolol, oral
BiDil
bisoprolol fumarate
bisoprolol/
hydrochlorothiazide
bumetanide
Bumex
Bystolic
Caduet
Calan

Calan SR
Capoten
captopril
captopril/
hydrochlorothiazide
Cardene SR
Cardizem
Cardizem CD
Cardizem LA
Cardura
Cardura XL
Cartia XT
carvedilol
Catapres
Catapres TTS
chlorothiazide
chlorthalidone
clonidine
clonidine transdermal
Coreg
Coreg CR
Corgard
Corzide
Covera HS
Cozaar
Demadox
Diamox Sequels
Dibenzyl
digoxin
Dilacor XR
Dilt-CD
diltiazem
diltiazem 24hr ER
diltiazem CD
diltiazem SR
Dilt XR
Diovan
Diovan HCT
doxazosin mesylate
Dutoprol
Dyazide
Dynacirc CR
Dyrenium
Edarbi
Edarbyclor
Edecrin
enalapril
enalapril/
hydrochlorothiazide
eplerenone

eprosartan
Exforge
Exforge HCT
felodipine ER
fosinopril
fosinopril/
hydrochlorothiazide
furosemide
guanfacine HCL
hydralazine
hydrochlorothiazide
Hytrin
Hyzaar
Imdur
indapamide
Inderal LA
Innopran XL
Inspra
irbesartan
irbesartan/
hydrochlorothiazide
Isoptin SR
Isordil
isosorbide dinitrate
isosorbide dinitrate,
sustained action
isosorbide mononitrate
isradipine
Kerlone
labetalol
Lanoxin
Lasix
Levitol
lisinopril
lisinopril/
hydrochlorothiazide
Lopressor
Lopressor HCT
losartan
losartan/
hydrochlorothiazide
Lotensin
Lotensin HCT
Mavik
Maxzide
methazolamide
methyldopa
metolazone
metoprolol succinate
metoprolol tartrate

Continued ►

Preventive Drug Benefit



metoprolol/
hydrochlorothiazide
Micardis
Micardis HCT
Microzide
Midamor
midodrine
Minipress
Minitran
minoxidil
moexipril
moexipril/
hydrochlorothiazide
Monoket
Monopril
nadolol
nadolol-
bendroflumethiazide
Naturetin-5
nicardipine
Nifediac CC
Nifedical XL
nifedipine
nifedipine SR
nimodipine
Nimotop
nisoldipine
Nitro-Dur
nitroglycerin (patch)
nitroglycerin spray
Nitrolingual
Nitrostat
Norvasc
pentoxifylline
perindopril
pindolol
Plendil
prazosin
Prinivil
Procardia
Procardia XL
propranolol
quinapril
Quinaretic
ramipril
Ranexa
reserpine
Sectral
spironolactone
spironolactone/
hydrochlorothiazide

Sular
Taztia XT
Tekturna
Tekturna HCT
Tenex
Tenoretic
Tenormin
terazosin
Teveten
Teveten HCT
Tiazac
Toprol XL
torsemide
Trandate
trandolapril
Trental
triamterene/
hydrochlorothiazide
Tribenzor
Twynsta
Uniretic
Univasc
Vaseretic
Vasotec
verapamil
verapamil SR
Verelan
Verelan PM
Zaroxolyn
Zebeta
Zestoretic
Zestril
Ziac

Dyslipidemics for HIGH CHOLESTEROL

Advicor
Altoprev
Antara
atorvastatin
cholestyramine/aspartame
cholestyramine/sucrose
Colectid
colestipol
Crestor
fenofibrate
fenofibric acid
Fenoglide
Fibracor
fluvastatin
gemfibrozil

Lescol
Lescol XL
Lipitor
Lipofen
Livalo
LoFibra
Lopid
lovastatin
Lovaza
Mevacor
Niacor
Niaspan
Pravachol
pravastatin
Prevalite
Qestrin
Qestrin Light
Simcor
simvastatin
TriCor
Triglide 160mg
Trilipix
Vytorin
Welchol Powder Pack
Welchol tabs
Zetia
Zocor

Hormonal (Parathyroid/ Metabolic Bone Disease) for OSTEOPOROSIS

Actonel
alendronate
Atelvia
Binosto
Boniva
calcitonin-salmon nasal
spray
Didronel
etidronate
Evista
Forteo
Fortical
Fosamax
Fosamax Plus D
ibandronate sodium
Miacalcin
Skelid

PEDIATRIC VITAMINS w/FLUORIDE

Poly-Vi-Flor
Multivitamins with fluoride
Tri-Vi-Flor

PRENATAL VITAMINS

Citranatal Harmony
Concept OB
Duet DHA Balanced
Hemenatal OB
Natafort
Natelle One
Nexa Plus
Nutri-Tab OB
OB Complete
PNV-DHA
PNV-Select
Prefera-OB
Prenaisance
Prenapilus
Prenatal Plus
Prenate Elite
Strovite One
Tricare
Vitafole-One
VitaMedMD Plus Rx

Respiratory Agents for ASTHMA/COPD

Accolate
AccuNeb
Advair Diskus
Advair HFA
Aerobid
albuterol
albuterol sulfate ER
Alupent
Alvesco
Arcapta Neohaler
Asmanex
Atrovent HFA
Azmacort
Brovana
budesonide ampule-neb
Combivent Respimat
cromolyn sodium
Dulera
Duoneb
Flovent Diskus
Flovent HFA

Foradil
Intal
ipratropium/albuterol
(nebulizer solution)
isotharine
levalbuterol
Maxair Autohaler
metaproterenol, oral
montelukast
Perforomist
ProAir HFA
Proventil HFA
Pulmicort
QVAR
Serevent Diskus
Singulair
Spiriva
Symbicort
terbutaline
Theo 24
theophylline
Tudorza Pressair
Ventolin HFA
Vospire ER
Xopenex
Xopenex HFA
zafirlukast
Zyflo CR

SMOKING CESSATION

Buproban
bupropion, smoking
cessation
Chantix
Nicotrol Inhaler
Nicotrol NS
Zyban

MEMORANDUM

To: Board of Selectmen, Town of Raymond
From: Linda Krause, Planner
Date: 6/13/2013
Subject: GPCOG/Stephanie Carver Comments on Krause memo of 4/20/13

I appreciate the review of my 4/20/13 memo by GPCOG Senior Planner Stephanie Carver and defer to her expertise in your local land use and shoreland zoning ordinances. I certainly have no intention of debating the finer points of planning with my fellow professional, especially in her own back yard. I do, however, have several points in response to Ms. Carver's comments, which are as follows:

1. I am in complete agreement with Ms. Carver that the ordinance language issues involved in this matter are complex. As one who has drafted many land use ordinances, I know how difficult it is to foresee the situations that arise which were not anticipated when the ordinance was adopted.

In Raymond's Land Use Ordinance, an accessory use or building is defined as "a use or structure on the same lot with and customarily incidental and subordinate to the principal use of building." While parking is not specified as an accessory use, the entire section concerning off-street parking (Article 9.C) presumes a principal use. To the best of my knowledge, parking is commonly considered as an accessory use unless otherwise stated (for instance, in connection with a commuter lot). In Article 9.C 3, the zoning ordinance permits satellite parking off-site (which implies that it is related to the principal on-site use).

Especially relevant to the Frye Island proposal is a further qualification – it must be located on an "adjacent" parcel and is allowed "so long as it is within 300 feet of the principal building, structure or use". The proposed parking area is beyond the 300 foot limit, and while the term "adjacent" is not defined in the Land Use Ordinance, I have never seen it used to refer to property which is located on the other side of a public street. Usually, the requirement that such parking be on an adjacent property is included so that it is not necessary to cross the street to get from the use to the parking, thereby creating a potential traffic hazard. Obviously, the language of the ordinance is subject to interpretation, and it is necessary to consider what the intent of that language is (or was).

2. Ms. Carver points out that when the ordinance is silent on the number of required (or allowed) parking spaces for a proposed use, the applicant is required to submit a parking study. I agree that this should be done. Unfortunately, the ordinance does not specify what information is required in the study. It would be a good idea for the Town to specify what information it needs and not leave that up to the discretion of the applicant. If Frye Island truly evaluates the parking required to alleviate congestion at the ferry, the number of spaces may be far greater than anticipated.
3. I agree with Ms. Carver that it would be best to clarify the definition of “municipal” within the current definition of “town or municipality” in the Raymond Land Use Ordinance, which states that “municipality” means the Town of Raymond. By suggesting it within the Shoreland Ordinance, I was trying to avoid the need to modify both the Land Use Ordinance and the Shoreland Ordinance.
4. I am not familiar with the use of negotiation and mediation to establish limits on land use when such limits are not contained in the land use ordinances. While my family has owned property in Raymond for 56 years, I have earned my living for almost 40 years as a planner in another state where “contract zoning” is not a legal regulatory tool. If it is available in Maine, I concur that it would be worth an effort to reach a mutually acceptable limit for use of the Cape Road property now owned by Frye Island.

To that end, I would advise parties interested in the outcome of such negotiations to make sure that such a MOU or master plan for the site is legally binding for the long term. One problem with a negotiated agreement, however, is that the results are much more unpredictable than if the Land Use ordinance is used, in that zoning outcomes can be anticipated based on written guidelines.

Note: I am currently serving as the Executive Director of the Lower Connecticut River Valley Council of Governments (located in Essex, CT), serving a region of 17 towns of a mostly rural nature, interspersed with historic village centers. I have written regulations and reviewed development proposals over my 40 year career for 22 different jurisdictions. I freely acknowledge that I have borrowed elements of the Maine Shoreland Zoning regulations for use down here. I hope that I have not misinterpreted any of the laws, customs or commonly accepted practices that guide planners in Maine.

Thank you for your consideration.

MEMORANDUM

To: Kevin Fay
From: Linda Krause, Planner
Date: 4/20/2013
Subject: Proposed Town of Frye Island Parking Facility

Discussion:

The Town of Frye Island has proposed construction of a parking lot on the east side of Cape Road at the intersection with Ferry Landing Road and Quarry Cove Road. The stated use of the lot is to create parking which is intended to alleviate perceived traffic safety issues created by the queuing of cars along Cape Road as they wait for the ferry to Frye Island. It is envisioned that some ferry customers will leave their cars in the Raymond lot and will either walk or ride golf carts across on the ferry, thus reducing the demand on the car ferry service and reducing the ferry queue.

The initial proposed parking lot application has been modified in response to concerns from Raymond residents and property owners that the parking facility is inappropriate for the low-density, heavily wooded, residential area in which it would be located. Reductions have been proposed in the total number of parking spaces and in the security lighting provided. Raymond neighbors of the proposed facility are concerned that the redesigned structure is only an initial step in the construction of a much larger parking facility, with the possibility of other structural development on the site.

I have been requested, in my capacity as a professional land use planner, to determine whether there are additional land use tools which could be offered by neighbors that could be helpful in assuring that future development of the site is not detrimental to the character of the surrounding area. As such, I have examined Raymond's two basic sets of land use regulations that deal with uses and conditions of such activities:

- The first is the Land Use Ordinance of the Town of Raymond, which provides standards for parking areas throughout the town. At some point, Raymond may want to look again at its parking standards, including aisle layout, buffering, lighting and landscaping. However, any modifications to those parking standards could potentially affect development throughout the town, and could have an impact far greater than is necessary to deal with the issue of the facility as proposed by Frye Island.
- The second set of regulations is the Raymond Shoreland Zoning Provisions. Addressing the issue of large parking lots through the Shoreland Zone is consistent with the purpose statement of the Zone. The statement of purposes of the Zone include control of sites, placement of structures and land uses; conservation of the natural beauty and open space of the area; and maintenance of safe and healthful conditions.

Many permitted uses in the Shoreland Zone require parking areas, some of significant size. Commercial and governmental recreational uses provide direct water access for both residents and visitors. By their very nature, commercial or public access to the water for swimming or boating requires orderly parking areas.

However, the proposed Frye Island parking lot differs from other water-dependent uses in that direct water access is not the purpose of the parking. Rather, the parking area is designed to alleviate congestion on the basic means of access to the Town of Frye Island, as well as car traffic on the Island itself. This is a satellite lot for persons seeking another destination. Because the Town of Frye Island infrastructure is inadequate, an effort is being made to siphon off vehicle traffic to mitigate the problem. The proposed lot is a “stand alone” facility, an accessory use without a principal use at hand. The parking lot is no one’s ultimate destination.

One approach to lessening the probable impact of what is basically an urban-type parking use in a low-density, rural residential area would be to prohibit stand-alone parking without a principal use on site. This could be accomplished by adding a statement that parking areas are not permitted unless accessory to a permitted principal use located on the same or contiguous property. To prevent abuse of this provision, a statement could be added that parking shall be the minimum amount necessary to service the principal use, to be determined by the Planning Board. This would also have the effect of eliminating unnecessary impervious surface coverage, which would aid in preserving water quality.

Large stand-alone parking lots – without a principal use – should not be allowed in Residential areas in the Shoreland Zoning District. Parking is an accessory use, not a principal use, and the size and scope of a parking area is usually determined by the use to which it is accessory. Recreational facilities of the Town of Raymond should be the only exception. If the Town of Frye Island were to propose a specific principal use for the parking site – such as a town office or other such facility – it should be reviewed within the use category for the principal use. It is not a municipal use of the town of Raymond, and it should be made clear within the ordinances that “municipal” uses are those of the Town of Raymond only. Specifically, Table 1: Land Uses in the Shoreland Zone, Item 15 E., includes “Municipal” uses. This section could be clarified to make it clear that the intended uses are those of the Town of Raymond, not any other municipality.

As Frye Island tries to address the issue of traffic congestion due to inadequate ferry capacity, other problems are likely to be created. The small number of proposed parking spaces compared to the present housing stock on Frye Island (not including the potential build out that could increase that housing stock significantly) will mean that only a small portion of potential ferry users will be able to use the lot. It is likely that cars parked in the lot will remain there for extended periods of time, while Frye Islanders use golf carts for their transportation on the Island. If the lot is full of cars, those spaces will be unavailable to people that arrive at times when queues are most likely to occur. Instead of just cars lining up along Raymond Cape Road, traffic will also consist of pedestrians and golf carts crossing Raymond Cape Road, drop-off of luggage and provisions, and possibly cars circling in search of a parking space. It is sensible to anticipate that a demand for additional spaces will happen sooner rather than later. How

big would the parking lot need to be in order to serve the function for which it is being proposed? This congested situation will only be exacerbated as build-out occurs.

Traffic congestion and traffic safety will be a principal concern with the new lot. Golf carts and pedestrians crossing Cape Road, drop-offs (since golf cart cargo capacity is limited), continuing queuing along Cape Road, poor sight lines, and long term vehicle storage will all be issues. As the demand for additional parking spaces grows, the impact of security lighting, lack of buffering, and increased runoff, possibly contaminated by pollutants from long term vehicle parking, will all have an adverse impact on the character of this part of Raymond. Frye Island will address its infrastructure shortcomings by creating a burden on the neighboring town of Raymond.

Proposed Amendments:

Proposed amendments to Shoreland Zoning Ordinance are as follows:

Add the following text:

1. **Clarify Table 1 (on page 13): Land Uses in the Shoreland Zone, item 15 – Municipal with a footnote (*) to read as follows. *"* Municipal uses" mean those of the Town of Raymond only.***
2. **Clarify Table 1 (on page 13): Land Uses in the Shoreland Area, Item 27 – Parking Facilities, to add *"Parking facilities are permitted only as accessory to a permitted principal use located on the same property or on a immediately contiguous property."***
3. **Add a paragraph to Table 1 (on page 13): Land Uses in the Shoreland Area, Item 27. Parking Facilities, as follows: *"Parking areas are not permitted except as accessory to a permitted principal use. The Planning Board may limit parking areas to the minimum number of spaces necessary to serve the principal use."***

Danielle,

I think its an excellent letter and we should amend these issues for next year's Town Meeting. These are all solid recommendations. I do have a question of timing though. Do you have a formal application for this in front of the Board?

Stephanie Carver

Senior Transportation and Land Use Planner

Greater Portland Council of Governments

970 Baxter Blvd., 2nd Floor, Portland, ME 04103

(207) 774-9891 (Phone), (207) 774-7149 (Fax)

scarver@gpcog.org

www.gpcog.org

To: Raymond BOS
Fr: Kevin Fay (141 Spiller Hill Rd. / 11 Spiderweb Way)
Date: May 28, 2013
Re: Proposed Revisions to Present Shoreland Zoning Ordinances

Background

In 2012 when Frye Island first formally proposed constructing a mainland parking facility on Raymond Cape, I was surprised that stand-alone parking facilities are deemed an acceptable use in the Shoreland Zone (see attached; Table 1, page 13 Land Uses in the Shoreland Area, Item 27 in *Raymond Shoreland Zoning Provisions*).

As I understand it, Raymond's current ordinances for the Zone are a set of broad provisions drafted by the Maine DEP to serve as guidelines that can be adopted by any Maine municipality. In examining these present ordinances, they appear quite general and non-specific, making them unable to account for very unique situations such as the Frye Island parking lot proposal. It is my belief that the current language which allows for these parking facilities in the Shoreland Zone lacks the specificity to appropriately protect the character of Raymond's rural neighborhoods and our vital water resources, as well as remain consistent with the Town's Comprehensive Plan.

I appeared before the BOS in March (during public comment) to briefly inform members of my feelings about the ordinances and that I would be exploring options for addressing what I felt were limitations with the current language. I followed-up with a more in-depth email to Board members the following day.

Having met twice with Town staff since then and subsequently having completed a review of zoning ordinances in other communities across Maine (per the suggestion of a contact at Maine DEP), I found no language which differs from the current wording of the ordinances for the Shoreland Zone and which would offer the greater protections I am seeking. Given that, we set out on our own to work with a professional land use Planner to improve the language of the current regulations in place in Raymond.

The attached document prepared by the Planner presents a brief situation analysis of the Frye Island parking lot proposal for Raymond Cape and a discussion of those issues.

Suggested revisions to appropriate ordinances for the Shoreland Zone in Raymond are also presented, with the aim of offering more specific and protective language concerning the construction of "Parking" in the Zone.

The attached document has been reviewed by Town contract planning staff in Raymond (see attached commentary).

Overview & Summary Observations Concerning Shoreland Zoning Ordinances

Of the two sets of ordinances under consideration (*Land Use Ordinances for the Town of Raymond* and *Raymond Shoreland Zoning Provisions*), the Planner focuses attention largely on the regulations covering the Shoreland Zone.

The necessity of offering parking in the Shoreland Zone is discussed, with the assumption that municipal or commercial parking in the Zone typically exists for the explicit purpose of offering direct water access (i.e. Tassel Top and Raymond Beach).

Unlike the proposed Frye Island project, however, those existing parking lots in the Zone are not stand-alone uses and serve a purpose on the property in which they have been constructed.

Further, unlike Tassel Top and Raymond Beach, the Frye Island facility has been presented as a stand-alone facility that is not an ultimate destination.

As such, the Planner speaks of *principal* and *accessory* uses. Other than parking, there is no *principal* use on the proposed Frye Island site and the parking is, in fact, not *accessory* to anything on the site.

Because parking is most typically an accessory – not a principal – use, the magnitude of a parking area is often determined by the use to which it is accessory. For instance, if Frye Island wished to construct a town office or other such facility on the mainland site, the parking would then be accessory to an actual principal use, but should be reviewed by the Planning Board within the use category for that intended principal use. In other words, if a town office were proposed, the volume of spaces on the site should be reviewed for appropriateness to their designated purpose.

However, without a principal use on site that might dictate the volume of parking, the current ordinances cannot manage the extent of the parking currently proposed or regulate any growth of the proposed Frye Island facility, should it be approved. Indeed, a review of historical documents of Frye Island's plans dating to 2007 suggests a goal of upwards of 200 spaces, boat trailer storage, contractor parking, golf cart parking, storage facilities for drop-offs of deliveries for Frye Island's retail facilities, overhead motion-sensitive flood lighting, etc. on a 20+ acre site (see attached engineering document of proposed expansion of facility currently under review by the Planning Board). This type of sprawling development in the Zone is antithetical to one of the principal goals in Raymond's Comprehensive Plan (see attached; Section 12, page 16 *Goals, Policies, and Strategies*). It is my belief that a change in ordinance language is required to prevent such inappropriate development in the Shoreland Zone and in Raymond's rural neighborhoods in general, as given current language, this type of development would be allowed adjacent to any and all of the significant bodies of water in Raymond: Sebago Lake, Panther Pond, Crescent Lake, and others.

In response, the Planner proposes adding language prohibiting stand-alone parking without a principal use on site, specifically by adding a statement that parking areas are not permitted unless accessory to a permitted principal use located on the same or contiguous property, such as with the existing Shoreland Zone parking in Raymond at Tassel Top and at Raymond Beach.

Further, the Planner also suggests clarification of the notion of “municipal” use, specifying it be made clear that the intended municipal uses should be those of the Town of Raymond only, not any other municipality. It is the Planner’s professional opinion that the broad category of “municipal use” would actually override any other restrictions on specific uses that are being suggested here, thereby necessitating greater specificity around the word “municipal.” It is my understanding that in the world of land use planning, the category of “municipal use” in the development of regulations has generally been intended to allow a municipality to go beyond the provisions of other use categories, presumably in the public interest. When another municipality that is not Raymond becomes involved in creating a “municipal use,” it becomes somewhat murky, as in this case Frye Island has some fairly non-traditional/non-essential municipal uses (e.g. a golf course, tennis courts, etc.), so that community’s particular vision of reasonable municipal uses for the site could be quite broad and even extend well beyond this proposed parking lot. Again, the general nature of the existing ordinance language is such that it could not foresee and account for such a unique situation as Frye Island seeking to site a large parking facility in another town.

Interestingly, the Planner also makes some observations about the apparent inadequacy of Frye Island’s infrastructure/ferry system and what she sees as the likely results of an approved Phase I facility which is currently under review by the Planning Board in Raymond (safety, crossing traffic, circling car traffic, etc.) that are actually quite similar to concerns also voiced by the Planning Board’s about the current proposal.

Concluding Remarks

Thank you for your consideration of these suggested revisions.

It is my position (and that of the professional Planner who assisted in their development), that these modifications will offer appropriate safeguards against further large scale development of stand-alone parking lots in the Shoreland Zone. I believe the Town’s contract planner who advises on ordinances has also endorsed these revisions.

I believe the revisions, if implemented, will offer important protections to our valued rural residential neighborhoods, be more consistent with the Town’s Comprehensive Plan regarding the preservation of rural character, and also limit the extent of runoff and pollution affecting our water resources that are often exacerbated by the construction of large parking lots near our lakes and streams.

I look forward to hearing the Board’s thoughts.

The Town now uses a capital improvement program which is prepared by the Town Manager and Finance Director and is reviewed by the Budget/Finance Committee.

4. **Evaluate the use of specific reserve funds which would be added to annually to meet future needs.**
 - a. Establish reserve funds **where appropriate** for **capital** equipment, and purchase of land for **natural resources protection and** expansion of Town facilities.
 - b. **Create and continue mechanisms for the Town** to receive charitable contributions for general or specific use by the Town.
5. **Investigate the applicability and feasibility of charging impact fees.**
 - a. Investigate the experience of other communities in the use of impact fees and determine the applicability to Raymond.
 - b. Develop and adopt an impact fee program, if an ordinance requiring impact fees appears feasible in Raymond.

Impact fees were evaluated in the mid-1990s but never implemented. It's probably a good idea to explore the issue again.

LAND USE

GOAL: MAINTAIN THE RURAL CHARACTER OF RAYMOND

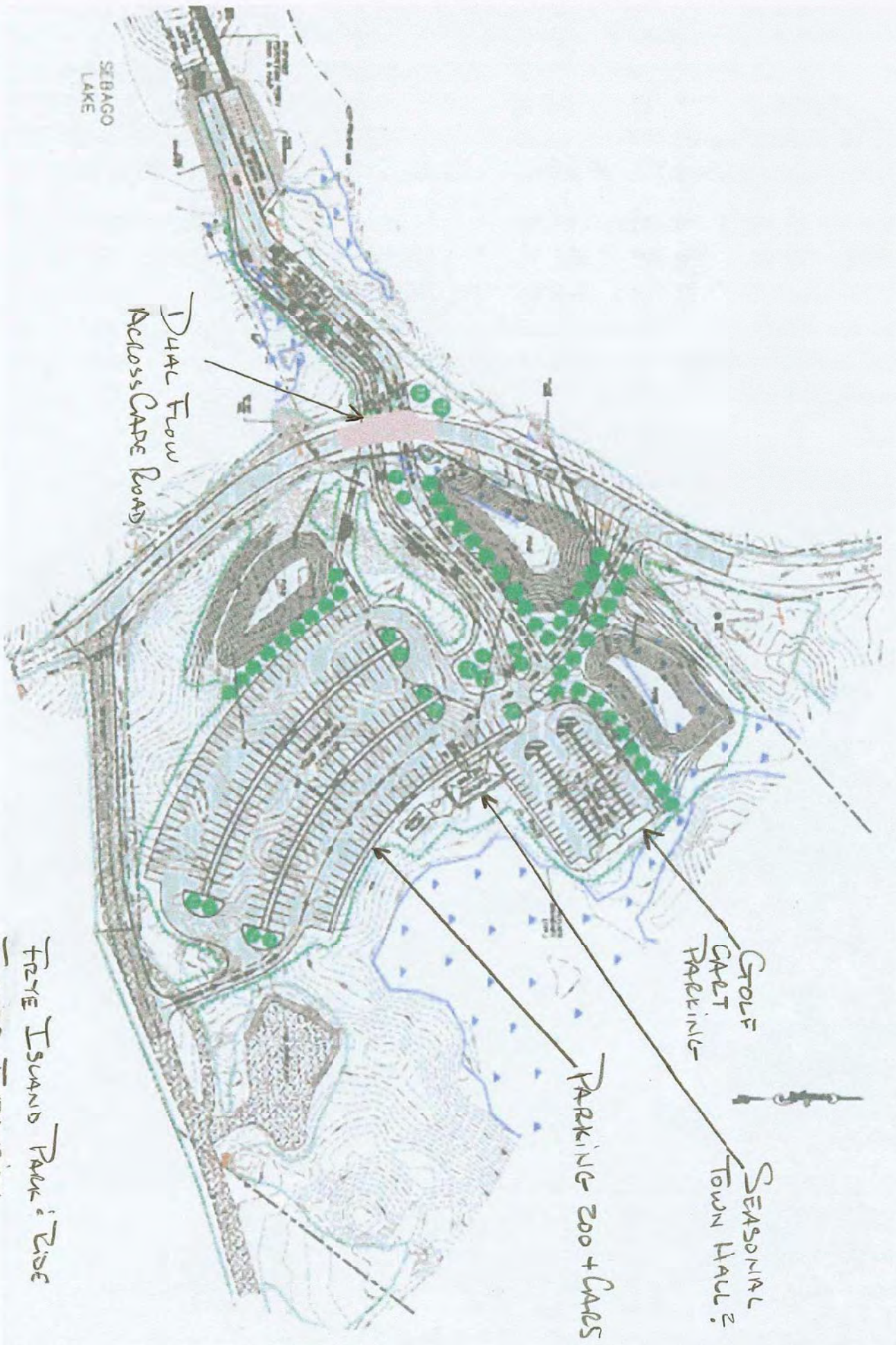
1. **Take steps to slow Raymond's rate of growth and ensure that the majority of growth over the next 10 years occurs in Raymond's growth Districts (the Commercial, Industrial and Village I Districts)**
 - a. **Implement a growth cap in the town's rural areas.**
 - b. **Reduce the lot size requirement in the Village I District from 60,000 square feet to 1 acre, and reduce the frontage requirement on town roads from 225 feet to 100 feet.**
 - c. **Maintain the existing boundaries of the Commercial District.**
 - d. **Change the Village Residential II District to mostly Rural Residential and change the remainder of the Village II District to Village Residential I, as shown on the Future Land Use Map.**
 - e. **Change the lot size requirement in the LRRI District from 2 acres to 3 acres, but maintain an overall density requirement of 2 acres/dwelling for open space subdivisions.**

TOWN OF RAYMOND SHORELAND ZONING PROVISIONS
As adopted May 21, 1994 and amended June 5, 2012
SECTION 14 TABLE OF LAND USES

LAND USES contd.	RP	SP	LRR1 LRR2
10. Mineral extraction including sand and gravel	CEO ³	no	CEO
11. Surveying and resource analysis	yes	yes	yes
12. Emergency operations	yes	yes	yes
13. Agriculture*	PB	yes	yes
14. Aquaculture	PB	PB	PB
15. Principal structures and uses	.	.	.
15. A. Single family residential	no	no	CEO
15. B. Two family residential	no	no	CEO
15. C. Multi-family residential	no	no	no
15. D. Small non-residential facilities for education, scientific, or nature interpretation purposes	PB	PB	CEO
15. E. Municipal [Adopted 3/18/00]	no	no	PB
15 F. Elderly Housing [Added 5/21/05]	no	no	yes
16. Structure accessory to allowed uses	PB	PB	CEO
17. Piers, docks, wharves, bridges and other structures and uses extending over or below the normal high water line or within a wetland	.	.	.
17. A. Temporary	CEO ⁷	CEO	CEO ⁷
17. B. Permanent	PB	PB	PB
18. Conversions of seasonal residences to year-round residences	no	no	CEO
19. Home occupations**	no	no	yes
20. Private sewage disposal systems for allowed uses	no	no	CEO
21. Essential services	PB ⁴	PB ⁴	PB
22. Service drops, as defined, to allowed uses	yes	yes	yes
23. Public and private recreational areas involving minimal structural development	PB	PB	PB
24. Personal campsites	CEO	CEO	CEO
25. Campgrounds	no ⁵	no	PB
26. Road and driveway construction*	no ⁶	PB	CEO
27. Parking facilities	no ⁵	no	PB
28. Marinas	no	PB	PB
29. Filling and earthmoving of less than 10 cubic yards	CEO	CEO	yes
30. Filling and earthmoving of more than 10 cubic yards	PB	PB	CEO
31. Signs*	yes	yes	yes
32. Uses similar to allowed uses	CEO	CEO	CEO
33. Uses similar to uses requiring a CEO permit	CEO	CEO	CEO
34. Uses similar to uses requiring a PB permit	PB	PB	PB

* There may be additional performance standards in Article 9 of the Raymond Land Use Ordinance beyond those in Section 15 of these shoreland zoning provisions.

** Home occupations are those land uses that conform with the requirements of Article 9. A home occupation that conforms to Article 9 and that is specifically permitted by



FAYE ISLAND PARK: RIDE
FUTURE EXPANSION

DATE: June 10, 2013

TO: Board of Selectman

FROM: Stephanie Carver, Senior Planner, Greater Portland Council of Governments

RE: Shoreland Zoning Memo by Linda Krause, Frye Island Parking Facility 4/20/13

At the request of town staff, I have reviewed the recommendations set forth in Ms. Krause's memo dated April 20, 2013. Although I agree with these recommendations, I have a few additional thoughts and suggestions.

The Frye Island site plan review and ordinance language issues are complex. Ms. Krause's assertion that the parking facility is an accessory use without a primary use is not currently supported by the language in Raymond's Land Use Ordinance or Shoreland Zoning Ordinance. In my opinion, an ordinance can list parking as either an accessory or principal use, and Raymond's does not classify it as either. Although the Use Table in the ordinance states parking is allowed with PB approval in the LLR2 zone, it does not specify whether the parking must be accessory to a principal use or is considered a principal use itself. Furthermore, the zoning ordinance permits satellite parking off-site under certain circumstances allowing for the argument that the ferry and its docking structure is the principal use and the parking area is accessory and located on an adjacent parcel (Article 9.C.3). Although I agree with Ms. Krause's recommendation to only permit parking as an accessory use to a permitted principal use in the Shoreland Zone, I think the town should present the proposed language to its attorney for review and inquire if any precedent has been regarding these issues.

Another major issue cited by Ms. Krause that will affect the Boards review of this proposal is that the ordinance does not offer guidance to the board regarding the number of spaces appropriate for a stand-alone parking facility, nor accessory parking for a ferry. It does require the applicant to submit a parking study with an analysis of the parking needed for the proposed use if it is not documented specifically in the ordinance but is allowed in the zone. The Planning Board should require the applicant to provide such a study as part of its application.

It is a reasonable concern of the abutters that there is potential for further expansion to what is currently proposed on the site. Though the current number of spaces may temporarily alleviate the traffic issues on Frye Island, it is doubtful it will provide a long term solution in light of the potential for additional residential build-out on the Island. I have not reviewed the application and plans submitted by Frye Island, and I am not aware of the total footprint vs. the acreage of the site. However, it should be noted that the Shoreland Zoning Ordinance caps the footprint of all non-vegetated surfaced at 15% in the Shoreland Zone (Section 15.B.5).

Ms. Krause has suggested several revisions to the existing Shoreland Zoning Ordinance in order to insure that the current proposed site plan for the Frye Island is unable to continue to expand in size. I agree with these revisions but I suggest clarifying, and creating consistency among the ordinances. Specifically, all definitions should be consistent in both the Land Use and Shoreland

Ordinances. Also, rather than clarifying the term “municipal” with a footnote as Ms. Krause suggests, I would simply add a definition for the term into the ordinance definition sections.

In addition to considering changes suggested by Ms. Krause, I feel the Board should consider another approach. Direct negotiation and mediation with the applicant can be more effective than amending regulation to address a unique situation not likely to occur elsewhere in town. Sitting down face to face with the applicant, in this case a neighboring municipality, and drafting an MOU or a master plan relating to the ultimate vision for this site could have a more lasting impact, and insure a mutually agreeable compromise is met. GPCOG would be happy to assist with such a process.

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to THOMPSON DAVID L in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 16, Lot 2A.

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 16, Lot 2A, in the name of THOMPSON DAVID L and recorded in said Registry of Deeds.

BK 26335	PG 171	BK 27261	PG 245	BK 27989	PG172
BK 28887	PG 51	BK 29838	PG 203		

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By: _____
SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to MARIER PIERRE M in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 10, Lot 108.

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 10, Lot 108, in the name of MARIER PIERRE M and recorded in said Registry of Deeds.

BK 28886 PG 334 BK 29838 PG 167

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By: _____
SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to BARTOLOMEAO CARL R in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 47, Lot 08.

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 47, Lot 08, in the name of BARTOLOMEAO CARL R and recorded in said Registry of Deeds.

BK 27989

PG 39

BK 28887

PG 10

BK 29837

PG 337

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By:

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

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Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to CARVER ENTERPRISES, INC in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 46, Lot 8

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 46, Lot 8, in the name of CARVER ENTERPRISES, INC and recorded in said Registry of Deeds.

BK 27260 PG 163

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By:

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to JORDAN BAY PROPERTIES, INC in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 46, Lot 8

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 46, Lot 8, in the name of JORDAN BAY PROPERTIES, INC and recorded in said Registry of Deeds.

BK 27989

PG 5

BK 28886

PG 286

BK 29838

PG 54

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By: _____
SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to CARVER JOHN L, CARVER MICHELLE C in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 46, Lot 34

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 46, Lot 34, in the name of CARVER JOHN L, CARVER MICHELLE C and recorded in said Registry of Deeds.

BK 27260 PG 174

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By:

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to JORDAN BAY PROPERTIES in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 46, Lot 34

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 46, Lot 34, in the name of JORDAN BAY PROPERTIES and recorded in said Registry of Deeds.

BK 27989 PG 6

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

By:

Witness to All

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to LONG STEPHEN H, RAYMOND SERVICE CENTER INC in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 53, Lot 5

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 53, Lot 5, in the name of LONG STEPHEN H, RAYMOND SERVICE CENTER INC and recorded in said Registry of Deeds.

BK 28886 PG 331

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

Witness to All

By:

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to 2 COUNTY ROAD LLC in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 53, Lot 5

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 53, Lot 5, in the name of 2 COUNTY ROAD LLC and recorded in said Registry of Deeds.

BK 29837 PG 344

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by SAMUEL GIFFORD, JOSEPH BRUNO, TERESA SADAK, MIKE REYNOLDS, AND LAWRENCE TAYLOR, thereto duly authorized, this 18 day of JUNE, 2013.

THE INHABITANTS OF THE TOWN OF RAYMOND

By:

Witness to All

SAMUEL GIFFORD, Selectman

JOSEPH BRUNO, Selectman

TERESA SADAK, Selectman

MIKE REYNOLDS, Selectman

LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Samuel Gifford, Joseph Bruno, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 18 day of JUNE, 2013 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

MUTUAL AID

CONCEPT:

The towns of Raymond and Gray would enter into a legally drafted mutual aid agreement to enable better coverage and quicker responses for the citizens of the following areas of each town.

Gore Road, Brown Road, and all of the side roads in the town of Gray herein referred to as lake road area of Gray, the North Raymond Road and its side roads referred to herein as the North Raymond area located in the town of Raymond.

This agreement will have Gray Fire Rescue as the primary for the North Raymond area Roads. Raymond Fire Rescue will be the primary for the lake road area.

The responses to emergency and non emergency calls for service would be as such.

For still alarms with exception of investigations or non emergent issues each town will respond in a non emergent mode to their own towns.

Still Box assignments (Single resource incidents) The call will be simulcast and the responsible town as identified herein will handle the incident.

Exception Crash incidents with reported extrication will bring a back up resource from the partner town to assist the primary towns response.

EMS (Rescue) Calls will be simulcast with the town of Grays ambulance and crew responding to the North Raymond area along with any Raymond first responders who are available. The transport will be handled and billed by Gray.

The Lake area calls in Gray will be simulcast and handled the same as above with exception that Raymond will handle the transport and bill for the services rendered.

Box assignments (Multiple resource incidents) These incidents will also be simulcast and handled primarily by the agreed party IE Gray handles North Raymond area with Raymond providing back up until the incident is at a point where Gray equipment and staffing can be demobilized transferring the scene to Raymond.

On the Lake area roads of gray the above would simply be reversed with Raymond being demobilized as soon as practicable and Gray completing the incident.

Simulcasting is a broadcast of a call over multiple primary radio frequencies. This allows all responding entities to hear the same information and be aware of an ongoing incident which may require further assistance.

The attached document provides a comparison of each town's capability to respond quicker than the other to an incident. The Call volume fluctuates and is cyclic. A frequent user of services will move, get well, or pass on creating fluctuating call volumes. As of today the call volume is slightly higher on the

North Raymond area than the Lake Road area.

When considering mutual aid this is a an equitable approach which can provide regionally beneficial services to the citizens of both towns while maintaining cost control and limiting risk.

Sincerely

Bruce D Tupper

Chief / EMA Director

Raymond Fire & Rescue Department

1443 Roosevelt Trail

Raymond, Maine 04071

Bruce.Tupper@raymondmaine.org

Comp Gray to Raymond for swap services in a mutual aid agreement. Comp is staffed station to staffed station.			
Distances to Locations From Gray To North Raymond Area		Distances to locations from RFD D-1 To North Raymond Area	
Gray central to North Raymond Rd at Raymond town line	3.6 miles 6 Minutes	RFD D-1 To North Raymond Rd at Gray / Raymond Line Via Valley Rd. Via Egypt Rd	12 Miles 21 Minutes 10 Miles 17 Minutes.
Gray Central to Pond Rd.	5.0 miles 8 Minutes	Raymond District 1 to Pond Rd. via Valley Via Egypt	10.3 Miles 19 Minutes 12.6 Miles 21 Minutes
Gray Central to Gander brook	6.2 miles 10 Minutes	Raymond D-1 to Gander brook	9.7 Miles 17 Minutes
Distances to Lake Roads from Gray		Distances to Lake Roads from Raymond D-1	
Gray Central to Aquilla	10.1 Miles 19 Minutes	D-1 to Aquilla	5.4 Miles 10 Minutes
Gray Central to Northern Oaks	11.4 Miles 21 Minutes	C-1 to Northern Oaks	4.3 Miles 9 Minutes
Call Volume 2012	TOTAL	MEDICAL	FIRE
Lake Calls	24	22	2
North Raymond	33	19	14

4.12 miles of North Raymond Rd

Don and Danielle,

Here is vote language for the Board of Selectmen's next meeting, authorizing Don to execute the closing documents.

The Board of Selectmen hereby directs and authorizes the Town Manager to execute any and all documentation necessary to effect the perpetual easement in Article 10 of the Annual Town Meeting Warrant, approved by the town meeting on June 4, 2013.

Any questions, let either Pete or I know.

Thank you,

Shana

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

EXHIBIT 1 to Warrant Article _____

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

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

between

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

and

Town of Raymond, ME ("Grantor")

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

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

1. Description of Grantor's Property.

Grantor is the owner of that certain land and premises in Raymond, County of Cumberland, State of Maine, by grant or conveyance described in the Public Records of Cumberland County, Maine at Official Records Book 3780, Page 201 the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Nine Hundred Thousand Dollars (\$900,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 15,000 square feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be

deemed to also include the Access Easement unless stated to the contrary). In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, to GSA IV or at GSA IV's request, directly to a public utility, provided however that such grant shall be at no cost to Grantor and in a location acceptable to both Grantor and GSA IV (the "Additional Access Easement"). GSA IV has inspected and approved the location and configuration of existing utilities and access serving the site and accepts them in their as-is, where-is condition. For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Cumberland County, State of Maine. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, further subject, however, to Grantor's reasonable approval as to the location GSA IV shall identify, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used only for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. GSA IV acknowledges that Grantor is a municipality and that all of GSA IV's improvements are and shall be at all times subject to all applicable municipal land use regulations, permit requirements, and applicable codes as may be enforced by Grantor from time to time. Grantor agrees to be named co-applicant if requested by GSA IV, provided however, that all reasonable costs and expenses incurred by Grantor in its role as co-applicant shall be borne by GSA IV.

Site Name: Raymond

BUN: 816709

701091.3 02/27/2013

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, 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 or performance obligation of GSA IV contained herein or (ii) any negligent act or omission of GSA IV (whether or not in breach hereof), excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

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

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or that certain existing communications facility currently owned or managed by Grantor located on the Grantor's Property ("Other Existing Facility") however Grantor shall not permit any additions or modifications to the Other Existing Facility or any use of any equipment or device on the

Other Existing Facility or any use of any equipment or device on the Other Existing Facility that interferes with GSA IV's or its lessee's, licensee's, or sub-easement holder's operation of their communications facilities or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

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

21. Grantor's Property. Grantor shall not unlawfully or with the sole intent to disrupt GSA IV's use of the Easement Area, do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. So long as the owner of Grantor's Property is the Town of Raymond Maine, nothing herein, however, shall be construed to restrain or affect in any way the Grantor's ability and obligation to promulgate and/or enforce zoning or land use restrictions, issue or enforce permits, and enforce and police state and town codes and/or ordinances as may be required of Grantor as a municipality.

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

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

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

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

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

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

26. Assignment. The parties hereto expressly intend that the easements granted herein shall be appurtenant to and shall run with the land, benefit and burden, as the case may be, the Easement Area and the Grantor's Property. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant (subject to the terms hereof) sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above. Attempted assignments in violation of this section shall be void and of no effect.

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

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

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

30. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

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

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

[Remainder of Page Intentionally Blank]

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

Grantor:

Town of Raymond

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

GSA IV:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

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

[Acknowledgements appear on the following page]

EXHIBIT A

GRANTOR'S PROPERTY

[insert page break]

EXHIBIT B – SITE PLAN

[insert page break]

EXHIBIT C – EASEMENT AREA AND ACCESS EASEMENT

TOWN OF RAYMOND Assessing Office

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

INTEROFFICE MEMORANDUM

TO: RAYMOND BOARD OF ASSESSORS
FROM: CURT LEBEL, ASSESSORS AGENT
SUBJECT: TAX ABATEMENTS
DATE: 6/13/2013
CC:

Dear Board Members,

Attached please find a package of tax abatements which have been reviewed by my office and are recommended for consideration at your June 18, 2013 meeting. The abatements are very administrative in nature. One being a personal property account which was assessed in error. The other being a real property parcel assessed to the incorrect person.

This abatement is accompanied by a supplemental tax to the correct owner.

Sincerely,

Curt Lebel

Assessors Agent, Town of Raymond

Certificate of Abatement

36 M.R.S.A § 841

We, the Board of Assessors of the municipality of Raymond, hereby certify to Donald Willard, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2012 assessment on June 18, 2013. You are hereby discharged from any further obligation to collect the amount abated.

Voted by the Raymond Board of Assessors on: June 18, 2013

Attest: _____ Don Willard, Town Manager

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2012- 18		PP	M9402P	Mason, Ed Mason Dot	\$ 12,900.00	\$ -	\$ 12,900.00	\$ 143.19	0.0111	Account assessed in error due to software conversion. Taxpayer has no taxable property for 2012
2012- 19		PP	W9507R	Williams John W Williams Ashley K	\$ 375,800.00	\$ -	\$ 375,800.00	\$ 4,171.38	0.0111	Account assessed in error to incorrect person. Property was transferred by Williams prior to 2012 assessment date. Supplemental Assessment to be issued to correct owner.
					TOTALS		\$388,700.00	\$4,314.57		



TOWN OF RAYMOND

SUPPLEMENTAL TAX CERTIFICATE

State of Maine 36 M.R.S.A. § 713

We, the undersigned, Assessors of the Municipality of Raymond, Maine, hereby certify that the foregoing list of estates and assessments thereon, recorded in page 430 of this book, were either invalid, void or omitted by mistake from our original invoice and valuation and list of assessments dated the 11th day of September 2012, that these lists are supplemental to the aforesaid original invoice, valuation and list of assessments, dated the 18th day of June, 2013, and are made by virtue of Title 36, Section 713, as amended.

Given by our hand this 18th day of June, 2013.

Sam Gifford

Lonnie Taylor

Joe Bruno

Teresa Sadak

Mike Reynolds

Assessors, Town of Raymond



TOWN OF RAYMOND

SUPPLEMENTAL TAX WARRANT

State of Maine 36 M.R.S.A. § 713

County of CUMBERLAND, ss.

To: DONALD WILLARD, Tax Collector

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

GREETINGS:

Hereby are committed to you a true list of the assessments of the estates of the person(s) hereinafter named. You are hereby directed to levy and collect each of the person(s) named in said list his respective proportion, therein set down, of the sum of \$ 4,171 dollars and 38/100 cents, it being the amount of said list; and all powers of the previous warrant for the collection of taxes issued by us to you and dated September 11, 2012 are extended thereto; and we do hereby certify that the list of
(here insert date of original warrant)

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

original date of warrant

Given by our hands this 18th day of June, 2013.

Sam Gifford

Lonnie Taylor

Joe Bruno

Teresa Sadak

Mike Reynolds
Assessors, Town of Raymond

Cc: Deputy Tax Collector

TOWN OF RAYMOND - SUPPLEMENTAL TAX WARRANT LIST

We, the undersigned, Assessors of the Municipality of Raymond, hereby certify, that the foregoing list of estates and assessments, contain a list of valuations of the estates, real and personal, that were omitted from our original invoice and valuation and list of assessments dated September 11, 2012 and to be supplemented for the 2012 assessment as of June 18, 2013.

Signed _____ , Assessor
Signed _____ , Assessor
Signed _____ , Assessor
Signed _____ , Assessor
Signed _____ , Assessor
Signed _____ , Assessor

M/L	OWNER OF RECORD	ADDRESS	SUPPLEMENTAL VALUATION	ACCT #	TAX DOLLARS	MISCELLANEOUS INFORMATION
004-018-B	Buckley, Larry G Buckley Diane	PO Box 722 BINGHAM, ME 04920	\$375,800.00	B2566R	\$4,171.38	Assessment to this owner was omitted from the original commitment of taxes.
					\$4,171.38	

Danielle, Chris and Jim,

I met with the Boat Launch folks this morning and they are still planning to pursue ordinance changes to some degree but I think I have refined their proposal significantly. I explained that most of what they are proposal is already regulated under the current zoning, and/or Town Code. They have a lot of amendments that are not considered land use and I told them they need to explore the Town Code to determine what of these amendment is already listed in the code.

They do intend to go to the Selectmen meeting next week and discuss our meeting. I think they have a few strong suggestions that could be considered but it's really a matter of a few sentences related to signage, driveway width etc... nothing to significant.

Stephanie Carver

Senior Transportation and Land Use Planner

Greater Portland Council of Governments

970 Baxter Blvd., 2nd Floor, Portland, ME 04103

(207) 774-9891 (Phone), (207) 774-7149 (Fax)

scarver@gpcog.org

www.gpcog.org

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

Subject: follow up from meeting with Stephanie Carver

Date: Thu, 13 Jun 2013 20:34:36 -0400

From: Peggy Jensen <pjensen@gwi.net>

Reply-To: pjensen@gwi.net

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

CC: Neil Jensen <habilis@gwi.net>, Brian Walker <brian@trailguideconsulting.com>, lakes <lakes@raymondmaine.org>

Hi Danielle,

As you know, we met with Stephanie Carver, planning consultant from gpcog, this AM. Thanks for arranging that. She's advising us to work with the Planning Board to incorporate some of our proposal into the Shoreland Zoning Ordinance as an amendment and to put other parts into a separate town ordinance. When we asked her to lay out the process from here, she said that YOU were the expert at that! So, we're asking for you to explain to us what happens here on.

We're on the agenda for the Select Board Tuesday, June 18. We can report the outcome of this AM's meeting to them, if that's appropriate.

Then who needs to do what when? Could you please lay out the whole series of steps that will take this to town meeting next June? Thanks.

Peggy

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

Date: 06/13/2013 8:56 PM (GMT-05:00)

To: pjensen@gwi.net

Cc: Neil Jensen <habilis@gwi.net>, Brian Walker <brian@trailguideconsulting.com>, lakes <lakes@raymondmaine.org>, Don Willard <don.willard@raymondmaine.org>, Stephanie Carver <scarver@gpcog.org>

Subject: RE: follow up from meeting with Stephanie Carver

Hi Peggy,

I did get a summary from Stephanie, which I will forward to you, but if you wanted to include something in the ePacket, that would be helpful.

The next step is to get the okay from the Selectboard, which, if I recall, may involve a public hearing in July to get feedback.

In August, the Planning Board begins reviewing amendments or new ordinance material. They work to strike balance with the current ordinances, Comp. Plan and so on with Stephanie's help. They will continue to edit the material until they feel comfortable with it with the deadline being December. If it makes it past that point, it goes to a Public Hearing for feedback. If significant changes are made based on feedback, another hearing would be held the following month. The Board then decides whether to

recommend it to Selectmen for Town Meeting and a recommendation for approval (positive and null vote are majority vote; negative means it needs 2/3 favorable vote by residents).

The Selectmen then consider the article to include on the warrant with their recommendation. The deadline for this is April to give time for assembling and printing the warrant.

I hope this information helps,

Danielle

Executive Assistant
401 Webb's Mills Rd
Raymond, ME 04071
(207) 655-4742×133

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

Subject: Re: any other possible date?

Date: Tue, 07 May 2013 16:33:10 -0400

From: Peggy Jensen <pjensen@gwi.net>

Reply-To: pjensen@gwi.net

To: Danielle Loring

<danielle.loring@raymondmaine.org>

Sorry to be slow. Too much happening!

We're a small group of Raymond citizens who would like to help the town develop some regulatory language that would guide future development, operation, and maintenance of boat launch sites, at least possible cost to the town. There have been inquiries and offers to purchase lake access properties in Raymond in the past and there is an open offer now for a property being considered for a boat launch site. Our research indicates that towns that have prepared for such development are able to shape it to best suit all concerned parties. We would like for our town to be in a position to say to any party proposing to develop a boat launch site that we would welcome that development and that here is how the people of our town want to see it happen.

Thanks, Danielle, for keeping such good track of everything!

Peggy

Dear Planning Board Members,

A group of concerned citizens has been meeting for several months to draft a proposal for your consideration. This proposal is for a Boat Launch Ordinance for the Town of Raymond, Maine. The group seeks your comments and suggestions for improvements. Remaining questions not resolved are:

Should there be a minimum lot size?

Should there be a payment/permit system whereby property owners of the town would have no or minimal cost, with a sticker or hang tag identifying payment/permission?

How is "Authority" verified?

Would you please , at your earliest convenience, schedule a time to review this proposal with the group.

Thank you.

Neil Jensen Peggy Jensen Brian Walker Betty Williams

TOWN OF RAYMOND, MAINE

BOAT LAUNCH ORDINANCE

Proposal, Draft 6

1. PREAMBLE:

A. Authority: This Ordinance has been prepared in accordance with the provisions of the Revised Statutes of Maine, as amended.

B. Title: This Ordinance shall be known and may be cited as the "Boat Launch Ordinance of the Town of Raymond, Maine".

C. Purpose: The purpose of this ordinance is to provide the Town of Raymond regulations for the development and operation of public boat launch facilities so that such sites may be of the most benefit to all users of the sites, in ways most compatible with the water body and the surroundings of the sites, respecting the goals expressed in the Comprehensive Plan, and at least cost to the Town. The Comprehensive Plan includes goals to protect natural resources; maintain the rural character of the town; inspect boats for invasive aquatic plants; control and eliminate invasive aquatic plants in the town; evaluate public safety needs and increase police coverage; improve existing lake access and investigate additional access; pursue watercraft speed, safety and noise enforcement. As with all ordinances, this Boat Launch ordinance seeks to balance the rights of public and private interests.

The Town of Raymond has an abundance of natural resources; chief among these are the lakes, ponds, and streams of the town. These resources contribute significantly to the tax base and business income of the town, both by providing sites for high-value residential and business real estate, and by attracting non-residents for boating, fishing, and other recreational opportunities. The Town's Comprehensive Plan emphasizes that maintaining the high quality of the town's waterways is critical to our economic health. Along with these financial benefits, however, there are attendant problems with which the town must cope. The Maine Department of Environmental Protection includes all of Raymond's lakes in its list of water bodies that are at risk from development pressures and overuse.

It has been the experience both of Raymond and of other Maine towns that boat ramps which are inadequately designed, equipped, maintained, and monitored can cause problems, including: degradation of water quality due to erosion around launch sites, causing unhealthy phosphorous loading of the waters; interference with road traffic due to launch activity and the parking of vehicles and trailers along the public roads; the deposition of trash around the launch site and nearby roads; and inappropriate use of the site as an after-hours gathering place for local youths.

Of particular concern, because of the difficulty and cost of remediation and negative water quality impact, is the introduction of invasive aquatic plants and animals into previously non-infested waters. Raymond is surrounded by lakes already infested

with milfoil and other highly invasive aquatic species, and many other states have plant infestations which have been allowed to grow beyond the possibility of eradication. The principal method of transmission from one body of water to another is by plant fragments transported on boats, trailers, and other gear when boaters trailer their boats from one lake to another.

The provisions of the Comprehensive Plan and the Shoreland Zoning Ordinance are insufficient in their scope to properly protect the lakes and surrounding land from inadequately designed and maintained boat ramp facilities. To preserve and protect Raymond's lakes, ponds, and other waterways, this ordinance seeks to define how boat launch sites can provide access to Raymond's water resources while preserving and protecting their health and natural character.

It is *not* the intent of this ordinance to restrict the public's right of access to the Town's waterways, but rather to permit such access in ways that will not degrade the economic and aesthetic qualities of these critical resources, and to protect the town from incurring unnecessary expenses engendered by a poorly designed, improperly equipped, or inadequately maintained facility.

- D. Jurisdiction: The provisions of this Ordinance shall govern all public boat launch facilities developed after the enactment date within the boundaries of the Town of Raymond, Maine.
- 2. SEVERABILITY: Each part of this ordinance is severable, and if any phrase, clause, sentence or provision is declared contrary to law, the validity of the remainder shall not be affected thereby.
 - 3. CONFLICTS WITH OTHER ORDINANCES: Whenever a provision of this Boat Launch ordinance conflicts with or is inconsistent with the Raymond Land Use ordinance or the Raymond Shoreland Zoning ordinance, or of any other ordinance, regulation or statute, administered by the municipality, the more restrictive provision shall control.
 - 4. DEFINITIONS:
 - A. *Boat launch* shall mean any structure or clearing that extends to or waterward of the normal high water elevation and is intended for the launching or retrieval of trailered or hand-carried watercraft.
 - B. *Boat launch facility* shall mean a boat launch and any improvements required by state or local regulations to be constructed in conjunction therewith, which are the subject of public access to waters.
 - C. *Boat launch facility site* shall mean a lot or parcel of record which is the location of any boat launch facility.
 - D. *Waters* shall mean and include, but is not limited to, rivers, lakes, streams, waterways, bays, springs, impoundments, inlets, canals, and all other waters or bodies of water, whether natural or artificial, located within the boundaries of the Town of Raymond.
 - E. *Paved, paving and pavement* shall mean a hard surface that allows vehicles to travel without disturbing underlying soils.

5. APPLICATION PROCESS: All applications for the development of a public boat launch site shall follow the application process described in the Town of Raymond Land Use Ordinance and the Town of Raymond Shoreland Zoning Ordinance.
6. REVIEW: All applications for the development of a public boat launch site shall be subject to the review process in the Town of Raymond Land Use Ordinance and the Town of Raymond Shoreland Zoning Ordinance.
7. DEVELOPMENT: The developer of a boat launch facility must provide:
 - A. access from a public road.
 - B. sufficient room to allow for vehicles and trailers to maneuver into position to use the boat launch without having to use space on the public road.
 - C. a minimum lot size of ?????
 - D. off-road parking space for vehicles and trailers in scale to the site and the water body.
 - E. paved boat launch no more than twelve (12) feet wide.
 - F. only one (1) boat launch at each site.
 - G. no access to electric power within one hundred (100) feet of the boat launch.
 - H. signage clearly explaining all rules applying to usage of the boat launch facility site, to include, but not limited to:
 - * setting hours of use to be from one hour before sunrise to one hour after sunset
 - * restricting use of the boat launch facility to the launching and retrieving of watercraft and the parking of vehicles and trailers required for transporting the watercraft launched
 - * forbidding the parking of vehicles and trailers overnight
 - * restricting the parking of vehicles and trailers to designated parking spaces
 - * forbidding parking on the public road within one thousand (1000) feet of the boat launch facility
 - I. signage to educate boaters about invasive aquatic species and proper disposal of any such species before leaving the boat launch facility.
 - J. portable toilet facility in place from May 1 to December 1.
 - K. appropriate receptacles for trash.
 - L. a sum of ten thousand (10,000) dollars for the town to invest and use the investment income for maintenance and operation of the site.
 - M. all construction conforming to the requirements of the Town of Raymond Land Use ordinance and the Town of Raymond Shoreland Zoning ordinance.
8. MANAGEMENT AND OPERATION : The Town shall:
 - A. provide adequate removal of trash accumulated in the provided receptacles.
 - B. provide adequate emptying and cleaning of the portable toilet and replacing used supplies.
 - C. maintain signage provided by the developer explaining all rules applying to the usage of the boat launch facility.
 - D. maintain signage provided by the developer educating boaters about invasive aquatic species and proper disposal of any such species before leaving the boat launch facility.
 - E. provide courtesy boat inspection for invasive aquatic species.
 - F. have the ability to close or otherwise block access to the boat launch facility should any town ordinance not be followed.

- G. assign an existing town government committee to have oversight responsibility for boat ramp facilities.

DATE: May 3, 2013

TO: Board of Selectman

FROM: Stephanie Carver, Senior Planner, Greater Portland Council of Governments

SUBJECT: Boat Lunch Ordinance

Upon my brief review of the Boat Launch Ordinance (Draft 6) proposed by Neil Jensen, Peggy Jensen, Brian Walker, and Betty Williams and submitted via email to the Town on March 26, 2013, I have the following suggestions for the Board to consider during its review.

Listed in *Section 7 Development* of the proposed ordinance are requirements such as minimum lot size, off road parking, and signage. The language describing these requirements is vague and subjective and will lead to confusion and inconsistency. Not only should these requirements be more clearly defined, they should be defined in accordance with both existing State and Town regulations for Shoreland Zoning, as well as the Towns Site Plan Review requirements. Other areas of concern include the inconsistency among definitions in the proposed ordinance and those already in the existing in the Shoreland Zoning Ordinance. Lastly, references to Town maintenance responsibilities related to a proposed site should not be outlined in this ordinance.

Ideally, an independent ordinance is not the appropriate approach to regulating the development of public boat launches. A stand-alone ordinance is unnecessary and adds yet another ordinance to many that must be updated and amended as laws change. I advise the Town to simply incorporate language into the existing Shoreland Zoning and create a new subsection under Section 15, titled *Subsection U. Boat Launches*. Definitions complementing this section can be added to the Definitions Section of the Shoreland Zoning and should be consistent among all ordinances. This approach will insure consistency with the current regulations already in place for development in the Shoreland Zone