



SELECTMEN'S EPACKET
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January 14, 2013

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**BOARD OF SELECTMEN
AGENDA**
January 14, 2014
7:00 p.m.
Broadcast Studio
423 Webbs Mills Road

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
 - December 10, 2013
 - December 17, 2013 (Workshop)
- 3) Public Hearing
 - a) William and Kimberly Hines of Whines Ent. Inc. DBA Cafe Sebago, 1248 Roosevelt Trail, for Liquor License Renewal
- 4) New Business.
 - a) Consideration of Draft Consent Agreement as Presented by Mike Manning on Behalf of Herluf Madsen – Chris Hanson, Code Officer
 - b) Discussion and Setting of the FY 2014-15 Budget Goals- Board of Selectmen
 - c) Consideration of Warrant Article for Tenney River Project
- 5) **Public Comment** This agenda item is for the public to bring attention to any issues and concerns for future Board of Selectmen meetings.
- 6) **Town Manager Report and Communications.**
 - a) **Confirm date for next regular meeting:**
 - February 11, 2014
 - b) Forestry Bid Update
 - c) CDBG Planning Grant Application
- 7) **Fiscal Warrants – January 14, 2014**
 - Payroll Expense Summary Warrant
 - Treasurer's Warrant
- 8) **Adjournment.**

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



BOARD OF SELECTMEN

AGENDA

January 14, 2014

7:00 p.m.

Broadcast Studio
423 Webbs Mills Road

SELECTMEN'S MEETING

1) Call to order.

2) Minutes of previous meeting dated:

- December 10, 2013
- December 17, 2013 (Workshop)

3) Public Hearing

a) William and Kimberly Hines of Whines Ent. Inc. DBA Cafe Sebago, 1248 Roosevelt Trail, for Liquor License Renewal

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

4) New Business.

a) Consideration of Draft Consent Agreement as Presented by Mike Manning on Behalf of Herluf Madsen- Chris Hanson, Code Officer

Mike Manning is requesting, on behalf of Herluf Madsen, a reduction of fines for alleged violations found in connection with development he completed in 2009 on Autumn Way. Attached to the ePacket is Mr. Manning's request and a proposed consent agreement. The Board reserves the right to enter into Executive Session pursuant to 1 MRSA § 405(6)(E) with the Town Attorney and staff to discuss this matter.

b) Discussion and Setting of the FY 2014-15 Budget Goals- Board of Selectmen

At the December 17, 2013 workshop, the Selectboard discussed various goals for the FY2014-15 budget development season. These goals (attached to the ePacket) will be considered and finalized.

c) Consideration of Warrant Article for Tenney River Project

At the December 10, 2013 meeting, the Board voted favorably (4/0/1[ab SG]) to provide \$15,000 from the Open Space Fund to purchase land as proposed in the Tenney River Corridor Protection Project Phase 1. Attached to the ePacket is proposed warrant language for consideration, as well as other documents concerning the project scope. There is a public hearing scheduled for the February meeting to allow for comment on this topic before considering its inclusion on the 2014 Annual Town Meeting Warrant or Ballot.

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

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

Board of Selectmen Agenda: January 14, 2014

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Deadline for February 11, 2014 Agenda: January 31, 2014

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6) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **February 11, 2014**

b) Forestry Bid Update

The Town Manager will provide information regarding the winning bidder for the forestry bid that was conducted by Forester Greg Foster under the Forest Management Plan that was created as part of the Project Canopy Grant.

c) Community Development Block Grant Planning Grant Application

The Town of Raymond is applying to CDBG for a Planning Grant to convert the former Embedtech/Chipco building into a manufacturing incubator. Staff is looking for a letter of support from the Selectboard for this application (attached to ePacket).

7) Fiscal Warrants – January 14, 2014

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

8) Adjournment.

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



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

To: Raymond Board of Selectmen

Date: January 10, 2014

From: Louise Lester, Town Clerk

Subject: Cafe Sebago Liquor
License Application

Attached is the 2014 Liquor License for Cafe Sebago. You might notice that the owners' signatures are absent from the application on page 2. If approved I will be sure to have the Hines sign the application before it leaves my office.

**Department of Public Safety
Division**

Liquor Licensing & Inspection



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

PRESENT LICENSE EXPIRES

2-6-14

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

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTIONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.)			2. Business Name (D/B/A)		
WILLIAM E HINES JR DOB: 12/20/52			WHINES EMT INC /DBA CAFE SEBAGO		
KIMBERLY Y HINES DOB: 2/7/70			1248 ROOSEVELT TRAIL		
Address			Location (Street Address)		
125 LIBBY ROAD			RAYMOND ME 04071		
City/Town State Zip Code			City/Town State Zip Code		
CASCO ME 04015			CASCO ME 04015		
Telephone Number Fax Number			Business Telephone Number Fax Number		
655-4006			655-4006		
Federal I.D. #			Seller Certificate #		
27-0113199			1080907		

3. If premises are a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 224K LIQUOR \$ 212K
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

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

2. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:

Use a separate sheet of paper if necessary.

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

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

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

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

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

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

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)
BAR AREA, DINNING ROOMS, KITCHEN, ENCLOSED DRINK AREA

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

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

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

If YES, give details: EVERGREEN CREDIT UNION, COASTAL FWT, INC

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

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

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

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

WILLIAM E HINES JR

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

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

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

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

STATE OF MAINE

Dated at: Raymond, Maine Cumberland ss
City/Town (County)

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

1. Exact Corporate Name: WHINES ENTERPRISES, INC
 Business D/B/A Name: CAFE SEBAGO
2. Date of Incorporation: JAN 11, 2005
3. State in which you are incorporated: ME
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
WILLIAM E HINES JR	125 LIBBY RD, CASCO	12/28/52	50	PRES
KIMBERLY Y HINES	SAME " " "	2/7/70	50	V. PRES

6. What is the amount of authorized stock? 3000 Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.
9. If yes, please complete the following: Name: _____

Date of Conviction: _____ Offense: _____

Location: _____ Disposition: _____

Dated at: _____ City/Town On: _____ Date

William E Hines Jr Date: _____
 Signature of Duly Authorized Officer

WILLIAM E HINES JR
 Print Name of Duly Authorized Officer

On: _____ Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]

E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

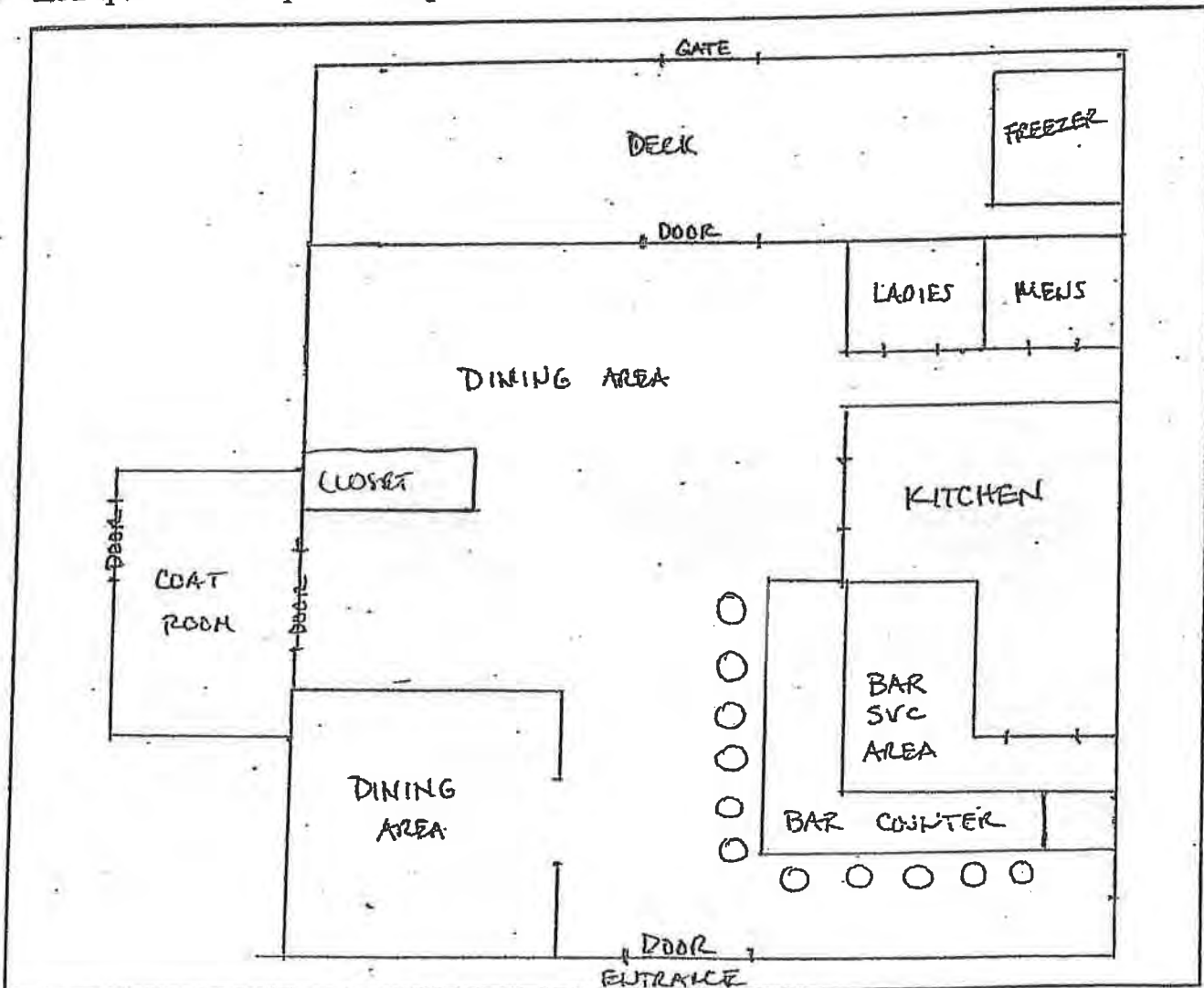
STATE OF MAINE



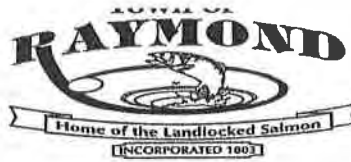
**SUPPLEMENTAL APPLICATION FORM
ON/OFF-PREMISE DIAGRAM**

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

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



Bruce Tupper
Chief



Cathy Gosselin
Deputy Chief

FIRE/RESCUE

1443 Roosevelt Trail
Raymond, Maine 04071

Emergency 9-1-1

Chief's Office 655-1187

Dispatch 655-7851

January 8, 2014

To: Samuel Gifford, Chairman Board of Selectmen
Town of Raymond

RE: Cafe Sebago

On this date the Raymond Fire Department conducted a Life Safety Inspection at Cafe Sebago, #1248 Roosevelt Trail in Raymond. Our inspection found no Life Safety violations. The occupancy is in compliance with the Town of Raymond Fire Protection Ordinance.

The following items which are minor in nature and require routine maintenance or follow up were noted and the property owner was requested to correct them within 30 calendar days.

1. Replace battery or bulb in two exit lights.
2. Grease catcher to be reinstalled in the hood system.
3. Provide heat rated caulking around flue entrance of water heater connection pipe and replace the pipe fitting at the top of the heater unit.
4. Electrical panel blank breaker covers need to be installed.

If there are any questions, please contact me.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'D. Mains', written over a horizontal line.

David Mains
Raymond Fire Inspector

Herluf Madsen
44 Evans Ridge Road Windham, Me. 04062
Michael Manning
11 Whitney Way Raymond, Me. 04071

December 12, 2013

Board of Selectman
TOWN OF RAYMOND
401 Webbs Mills Road
Raymond, Maine 04071

Re: Map 11 lot 43D (Lot 3 on plan) Autumn Lane

Dear Selectmen:

Ten years ago Elwin Plummer intended to Gift his Brother-in-law lot 3, sell two lots 4 & 2, and sell his exempt homestead on Lot 1. The deeds were somehow recorded in the wrong order. Four months later (April 2004) Elwin signed corrective deeds which were recorded in Cumberland County Registry of Deeds book 21141 page 126,130,133,and 138, the correct intended order.

In an effort to resolve this in a reasonable manner, a draft consent agreement is attached paying the Town of Raymond a substantial amount of money. We ask that in addition to this offered -amount, would you also please consider the \$10,000 in property taxes paid in the last ten years, and the \$4000.00 in legal fees?

History of Private Road Approval (Autumn Lane):

February 19, 2004. The Code Officer wrote to advise that the "division and sale" of four lots by Elwin Plummer created ordinance violations.

March 23, 2004. Application for review of Private road by the Town to correct the problems.

April 14, 2004 Deeds. Elwin Plummer signed and recorded corrective deeds in the Registry of Deeds in Book 21141, pages 126, 130, 133 and 138 to address the problems raised by the Town.

May 22, 2004 Memo. In this memo the Planner notes that a road and four lots were created and if approved the road will bring closure to an enforcement action taken by CEO.

June 9, 2004 Planning Board Minutes. The Planning Board had a pre-application conference to review my request for approval of a private road. It requested additional engineering information consisting of a drainage study, a phosphorus study, erosion control plans, boundary monuments and site distances, a road maintenance agreement as well as corrections to the draft plans.

July 26, 2004 Memo. We submitted the additional engineering studies and materials, which had been reviewed by the Planner. The memo to the Planning Board evidences his approval and the Planner states "**the applicant is not creating a subdivision.** . . . "

August 11, 2004 Planning Board Minutes. The Planning Board approves Elwins Way as a private road (now called Autumn Lane).

The CEO, Planning Board, and Planner reviewed the plan and approved Elwins Way that serve four lots on the plan.

The intent of this project was for Elwin Plummer to have a fresh start with his new wife and in some way keep part of his land close in the family.

A lesser amount then stated in the draft consent would be a welcome relief, if at all possible. Please consider what is fair in the opinion of each of you.

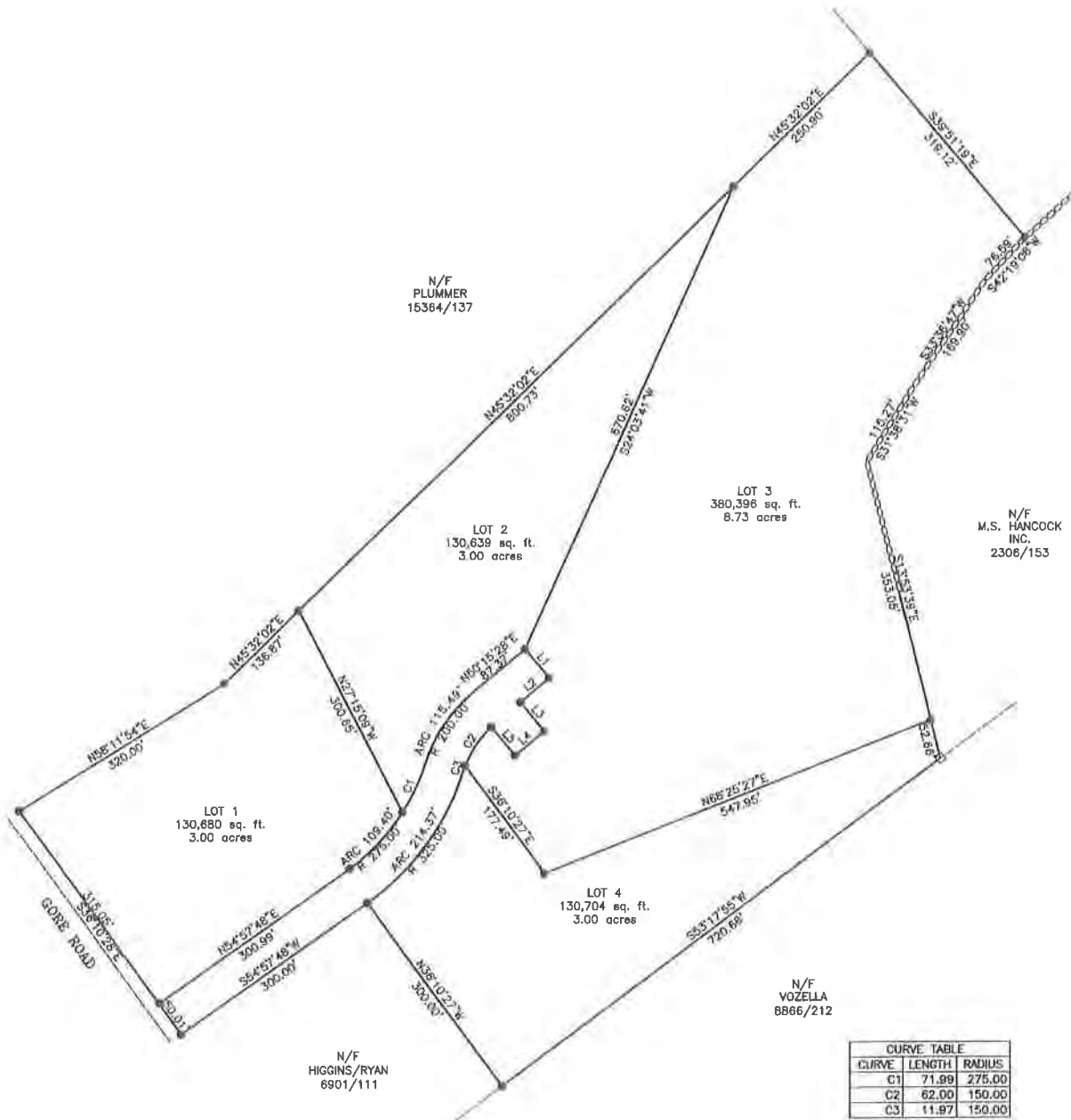
Thank you for your consideration

Sincerely,

Herluf Madsen

Michael Manning

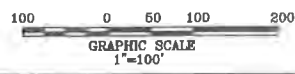
Enclosure



CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	71.99	275.00
C2	62.00	150.00
C3	11.97	150.00

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00	N39°44'32"W
L2	50.00	N50°15'28"E
L3	50.00	N39°44'32"W
L4	50.00	N50°15'28"E
L5	49.47	S39°44'32"E

State of Maine, Cumberland SS.
 Registry of Deeds
 Received SEP 1 2005
 at 11:21 a.m. P. M. and recorded in
 Plan Book 205 Page 405
 Attest: J.P. BOB



February 19, 2004

Elwin H. Plummer
P.O.Box 342
Raymond, Maine 04071

Notice of Violation

Re: 30 Gore Road, Raymond – Map 11 Lot 43

Deed transferred from Plummer to Michael Manning – Book 20783 pg.138
Plummer to Anne Manning – Book 20783 pg. 141
Plummer to MGM Builders – Book 20783 pg. 144
Plummer to Madsen – Book 20783 pg. 146

Dear Mr. Plummer,

You are hereby being notified that the division and sale of the above listed property is in violation of the Town of Raymond Land Use Ordinance , section U,Lots (adopted 5/18/02) and the Raymond Street Ordinance, section 5, Street Design Standards. You have 30 days in which to correct the violation by submitting to the Planning Board an application and plans which adhere to the Land Use and Street Ordinances.

Please feel free to contact me if I can be of any help.

Sincerely,



Paul J. White
Code Enforcement Officer

CC: Planning Board
Robert Faunce –Town Planner
Amanda Simpson – Assessor
Michael Manning
Herluf U. Madsen

MEMORANDUM

To:	Planning Dept.	Subject:	Private Road
From:	Paul Lawrence	Project:	Manning
Date:	3/23/04	Project ID:	200412

The attached application and plan are being submitted to provide sufficient information to the Planning Board to support the initial considerations for the review of a private road to be installed to serve four lots off Gore Road.

The owner intends to install a road that meets the full requirements found in the Town's Street Standards table, at least 18' width traveled way with 3' shoulders and cross section as described.

We have secured topographic control and will complete other engineering details in compliance with direction received at the Planning Board meeting.

Regards,


Paul W. Lawrence

PRIVATE ROAD
RAYMOND, MAINE

GENERAL PROJECT NARRATIVE

MGM Builders, Inc. proposes to construct a private road off Gore Road in Raymond, Maine. The proposed roadway would be approximately 678 feet in length and be located in a 50 foot private right of way. It will extend from Gore Road to provide access to 3 new lots created under the Homestead Act. The roadway will consist of an 18 foot gravel travelway with 2 foot gravel shoulders.

Existing drainage patterns are maintained by the proposed project. Roadside swales will be utilized to convey runoff where appropriate and level lip spreaders will be used to dissipate swale runoff into sheet flow for discharge. Permanent and temporary erosion control measures will be provided to stabilize the site and avoid downstream impacts.

Memorandum

To: Raymond Planning Board

Fm: Robert F. Faunce

Dt: May 22, 2004

Re: Private Road – Gore Road

Paul Lawrence has submitted preliminary information on a private road proposed by MGM Builders off Gore Road. If approved, the road will bring closure to an enforcement action taken by CEO Jack Cooper earlier this year.

The applicant and the previous owner created a road and four lots (two of which were exempt gifts). Section IX.U of the Land Use Ordinance requires property owners to demonstrate to the CEO that, prior to the creation of a lot, such lot satisfies the standards for non-subdivision lots. In addition, all new roads require review and approval by the Planning Board. As it turned out, neither the road nor the lots would have complied with the applicable standards had they been submitted for review. The applicant has since reconfigured the lots to the satisfaction of the CEO and he is now in the process of preparing an application for review and approval of a reconfigured road.

The preliminary road plan appears to conform to town requirements for a private way. The applicant's drainage plan appears to consist of level lip spreaders. I believe the road is in the drainageshed of a great pond so it is likely that the level lip spreaders will not be sufficient. In any event, the applicant will need to submit a drainage study and design, phosphorus impact plan, written and graphic erosion control plans, sight distance at Gore Road, road monumentation and provisions for road maintenance.

Following the Planning Board's review at the upcoming meeting, the applicant can submit a full application. If it is complete and it satisfies all the requirements of the Street Ordinance, the road could be approved at a single additional meeting. The Board will need to decide whether a public hearing will be required.

J9907B41.4E1

**Town of Raymond
Planning Board Minutes**

Wednesday, June 9, 2004
7:00 p.m. at the Town Hall

Members present: Chairman William Haskell; Ginger Wallace; Patrick Clark; Debi Davis, Travis Sullivan and Nelson Henry.

Erika Frank was absent.

Staff present: Town Planner, Robert Faunce; and Karen Strout, Recording Secretary.

Others in attendance: Chairman of the Board of Selectmen, Betty McDermott.

Call to order: At 7:06 p.m. Chairman Haskell opened the meeting and called the roll. A quorum was declared. After reading the agenda, the applicants and public were informed of the meeting protocol.

Welcome new member:

Chairman Haskell welcomed the Board's newly appointed member, Nelson Henry.

A **MOTION** was made by Travis Sullivan and seconded by Ginger Wallace to approve the Planning Board minutes from April 14, 2004. Motion carried 5 in favor/ 1 abstention.

A **MOTION** was made by Travis Sullivan and seconded by Debi Davis to approve the Planning Board minutes from May 12, 2004, as amended. Motion carried 5 in favor/ 1 abstention.

A **MOTION** was made by Travis Sullivan and seconded by Debi Davis to approve the Planning Board Site Walk minutes from May 17, 2004, as amended. Motion carried 5 in favor/ 1 abstention.

Election of Officers:

MOTION by Travis Sullivan and seconded by Ginger Wallace to nominate Will Haskell for the position of Chairman.

Vote 5 in favor/1 abstention

The position was accepted.

MOTION by Travis Sullivan and second by Debi Davis to nominate Erika Frank for the position of Vice-Chairman pending her acceptance.

Vote 6/0.

Pre-application conference:

Map 11, Lot 43

Michael Manning

Gore Road

Private Road off from Gore Road

Paul Lawrence represented the applicant and gave a brief overview of the project. He reminded the Planning Board that they were reviewing the road only and that the lots were being developed under the homestead provision.

Background from the Planner's note include the following information: The applicant, Michael Manning of MGM Builders, submitted preliminary information for a proposed private way off from the Gore Road to serve four lots. The applicant and the previous owner had created a road and four lots which would have proved to be out of compliance with the Land Use Ordinance had they been submitted for review. A Notice of Violation was sent with instructions to correct the violation by submitting to the Planning Board an application and plans, which adhere to the Land Use and Street Ordinances.

Comments by Bob Faunce, Town Planner:

Preliminary road plan appears to conform to town requirements. Applicant needs to submit drainage study, phosphorus impact plan, written and graphic erosion plans, sight distance at Gore Rd, road monumentation, and provision for road maintenance.

Comments by the board members:

P. Clark had two comments. He would like the applicant to revise the road detail information. He expressed concern about adequate buffering and placement of level lip spreaders.

P. Lawrence commented that they would look again at addressing the issues.

P. Lawrence asked the board if a public hearing would be needed for this project. The Board agreed that it would not be necessary.

Planner Faunce instructed the applicant that another meeting would be required, and the following information would need to be submitted by June 22 for the July 14th meeting:

1. drainage study
2. phosphorus impact plan
3. written and graphic erosion control plans
4. site distance at Gore Rd
5. road monumentation
6. road maintenance agreement
7. corrections to road detail

Other business: Planner Faunce discussed the Lincoln Court Decision with the board.

Adjournment:

Meeting adjourned at 7:50 pm.

Karen Strout

Recording Secretary



PLANNING BOARD

Notice of Action

Map 11, Lot 43
Michael Manning
Gore Road
Private Road off from Gore Road

I, Karen G. Strout, being the duly appointed secretary of the Planning Board for the Town of Raymond, Cumberland County and State of Maine, hereby certify that on the 9th day of June, 2004 a pre-application conference was held and that no action was taken. The following information needs to be submitted by June 22, 2004 to be included on the July agenda.

1. Drainage study
2. Phosphorus impact plan
3. Written and graphic erosion control plans
4. Site distance at Gore Rd
5. Road monumentation
6. Road maintenance agreement
7. Corrections to road detail

Respectfully,

Karen G. Strout
Secretary
Raymond Planning Board

Memorandum

To: Raymond Planning Board

Fm: Robert F. Faunce

Dt: July 26, 2004

Re: **MGM Builders – Elwins Way**

Engineering Ventures has submitted design plans for Elwins Way, a proposed private road off Gore Road. The Planning Board reviewed preliminary information on the private road at its June 9 meeting.

The road will serve four proposed lots. The applicant is not creating a subdivision so the Board does not have jurisdiction over the lots but they will be reviewed by the CEO under the lot standards of section IX.U of the Land Use Ordinance.

The plan appears to comply with the provisions of the Raymond Street Ordinance with regard to grades, cross-section, turnaround, drainage, erosion control, monumentation and phosphorus control. The applicant has also submitted a satisfactory maintenance agreement. I recommend final approval.

J9907B41.4G2



PLANNING BOARD

August 11, 2004

Notice of Action

Map 11, Lot 43 LRR1
MGM Builders
Michael Manning
Elwins Way
Private Road off from Gore Road

I, Karen G. Strout, being the duly appointed secretary of the Planning Board for the Town of Raymond, Cumberland County and State of Maine, hereby certify that on the 11th day of August, 2004 an application for a Private Road, Elwins Way, was presented and approved with the following condition:

The applicant needs to resubmit drainage numbers for the project before a building permit can be issued.

Respectfully,

Karen G. Strout
Secretary
Raymond Planning Board

A site walk was scheduled for Monday August 23rd at 7:00 pm

After a brief recess, Cayer stated that the applicant would like to take this request for a net density reduction to the Board of Appeals. Cayer asked the Planning Board for a vote of support to take with them to the Appeals Board in order to gain the 7th lot under the Open Concept Plan. After polling the Board members, the Planning Board agreed that they would not offer an opinion to the Board of Appeals for the applicant.

**Map 16, Lot 98 & 99, R
Chase Custom Homes
John Chase
Valley Road
Pre-application conference for 25 unit subdivision**

Tom Greer of Pinkham and Greer introduced the project explaining that this was a pretty conventional subdivision with a condominium project attached. The applicant is proposing a subdivision off from Valley Road in two parts. The first would include 13 single-family house lots on 3-acre lots. The second would be developed on lot 14 into 12 units for elderly housing. The age-restricted project would have homes of various styles.

Planner Faunce requested that the applicant check lot size to be certain they were three acres in size. He also encouraged the applicant to look at the Open Space ordinance and for their staff to give him a call after they had done this.

Another comment made by Faunce was about the condition of Valley Road. Road improvements would be anticipated, and a traffic analysis would need to be submitted.

Vice Chairman Erika Frank relayed the following comments from an email memo from absent Chairman Will Haskell:

“If the build out justifies the two entrances, then I am ok with that. I would prefer an internal loop with one curb cut. There also may be some sight distance issues with at least one of the proposed entrances. I am not sure if the site abuts a deer wintering area, but I know there is one in the vicinity.”

Member Clark questioned the length to width ratio of several of the lots (specifically lots 3 and 4).

Other comments from members centered on wetland issues, road length, means of access, fire protection, the general condition of Valley Road and the need for traffic study. Vice-chairman Frank commented that the project looked “generally doable”. We would need covenants, road association, and homeowner’s agreements submitted.

The applicant commented that they plan to address all of the Planning Board’s concerns with the forthcoming complete application.

No action was taken.

Site walk was scheduled for Monday, August 23rd at 6:00 pm.

**Map 11, Lot 43, R
MGM Builders
Michael Manning
Private Road off from Gore Road**

The applicant has submitted designs for Elwin’s Way, a proposed private way off from the Gore Road to serve four lots. The applicant last appeared on June 9th for a preliminary review. Town Planner Bob Faunce stated that application appears to comply with the provisions of the Raymond Street Ordinance with regard to grades, cross-section,

turnaround, drainage, erosion control, monumentation and phosphorus control. The applicant has submitted a satisfactory maintenance agreement, and he (planner) recommended approval.

The applicant's representative Paul Lawrence of Paul Lawrence Consulting summarized the project's application discussing the revisions and changes they had made in response to the Planning Board's request. Jeffrey T. Aceto of Engineering Ventures Inc. gave further details referencing the plan set previously submitted to the board.

Comments from PB:

Ginger Wallace asked for clarification of plan note c2.

Patrick Clark questioned the drainage study summary table. The applicant admitted that there were some typos and that they would correct the drainage study.

A MOTION by Travis Sullivan, seconded by Patrick Clark was made to grant final approval of the plan presented with the condition that the applicant resubmits the drainage numbers before being issued a building permit. Vote carried 4/0.

**Map 11, Lot 23, 42, & P/O 41, R
Tarkiln Hill Rd.
David Fossett
23-lot sub-division
Final Plan Review**

Pat Cayer of Land Services Inc., the applicant's representative, commented that the applicant was seeking final approval, but they had not received the final copy of the DEP permit. They had submitted a grading easement from the Lamottes and because of the regrading of the road none would be needed from the Clevelands. Cayer went over the major changes- plan note 18, 19, and a modified note 1.

Planner Faunce recommended that the board grant approval with the condition that no work could begin until the DEP permit is given to the CEO.

Board member Clark commented that the summaries received were usually the most significant three parts of the DEP report.

A MOTION was made by Clark and seconded by Sullivan to grant final approval pending receipt of the DEP approval by the CEO. Vote carried 4/0

Other Business:

The resignation of Debi Davis was accepted.

Adjournment:

A MOTION was made by Wallace and seconded by Sullivan to adjourn at 8:55 pm. Vote was unanimous. 4/0.

Karen Strout

Recording Secretary

CONSENT AGREEMENT

DRAFT

This Agreement is made as of this ___ day of _____, 2013 by and between the Town of Raymond (the "Town") and the following property owners: Michael Manning, Anne Manning, MGM Builders, Inc., Herluf Madsen and Donna Madsen (collectively the "Owners").

WHEREAS, the Owners acquired lots shown on a plan entitled "Boundary Survey, Gore Road/Raymond for MGM Builders, Inc." by Survey, Inc. dated March 2004 (the "Plan") by conveyances from Elwin Plummer listed below;

<u>Date of Deed</u>	<u>Lot No. on Survey, Inc. Plan</u>	<u>Grantee</u>	<u>Recording Book & Page</u>
12/02/2003	4	Manning Anne	Book 20783, Page 138
12/17/2003	2	Manning MGM	Book 20783, Page 141
12/18/2003	1	Builders, Inc.	Book 20783, Page 144
12/3112003	3	Herluf & Donna Madsen	Book 20783, Page 146

WHEREAS, MGM Builders, Inc. is now seeking further division of the ± 8.73 acre lot shown on the Plan as lot 3; and

WHEREAS, the Town contends that the conveyances of the four lots by Elwin Plummer violated Article X, Sections 2 and 3 of the Town of Raymond Subdivision Regulations and 30-A M.R.S.A. § 4406(1); and

WHEREAS, the Owners deny any violation of the Town of Raymond Subdivision Regulations or the state subdivision statute; and

WHEREAS, the Town and the Owners wish to resolve their dispute without resorting to litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and without either admitting or denying any of the contentions of any of the parties, the parties hereby agree as follows:

1. Simultaneously with the execution of this Agreement, the Owners will pay a civil penalty to the Town in the amount of \$8000.00 and will pay the Town the sum of \$4000.00 as reimbursement for the attorney's fees, planner fees and other expenses the Town has expended in connection with the investigation and resolution of this matter. The signature of the Town Manager on this Agreement constitutes the acknowledgement of the receipt of those payments.

2. In exchange for said payments, the Town will consider the four lots shown on the Plan to be lawful under the Town of Raymond's Subdivision Regulations and the state subdivision statute and will not take any enforcement action with respect to the creation of said lots.

3. Further, the Town will allow the division of lot 3 into no more than two lots, and will not require review and approval under the Town of Raymond Subdivision Regulations or the state subdivision statute.

4. This Agreement creates conditions running with the land, which will be binding on the Owners and the Owners' heirs, successors and assigns. The Town will record this Agreement in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DRAFT

TOWN OF RAYMOND

By: _____
Don Willard, its Town Manager

MGM Builders, Inc.

By: _____
Its:

Michael Manning

Anne Manning

Herluf Madsen

Donna Madsen

STATE OF MAINE
County of Cumberland, ss

Personally appeared the above-named Donald Willard in his capacity as Town Manager of the Town of Raymond, Maine and acknowledges the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public/Attorney at Law

DRAFT

CONSENT AGREEMENT

This Agreement is made as of this ___ day of _____, 2010 by and between the Town of Raymond (the "Town") and the following property owners: Michael Manning, Anne Manning, MGM Builders, Inc., Herluf Madsen and Donna Madsen (collectively the "Owners").

WHEREAS, the Owners acquired lots shown on a plan entitled "Boundary Survey, Gore Road/Raymond for MGM Builders, Inc." by Survey, Inc. dated March 2004 (the "Plan") by conveyances from Elwin Plummer listed below;

<u>Date of Deed</u>	<u>Lot No. on Survey, Inc. Plan</u>	<u>Grantee</u>	<u>Recording Book & Page</u>
12/02/2003	4	Michael Manning	Book 20783, Page 138
12/17/2003	2	Anne Manning	Book 20783, Page 141
12/18/2003	1	MGM Builders, Inc.	Book 20783, Page 144
12/31/2003	3	Herluf & Donna Madsen	Book 20783, Page 146

WHEREAS, MGM Builders, Inc. is now seeking to extend the private road shown on the Plan in order to allow the further division of the ± 8.73 acre lot shown on the Plan as lot 3; and

WHEREAS, the Town contends that the conveyances of the four lots by Elwin Plummer violated Article X, Sections 2 and 3 of the Town of Raymond Subdivision Regulations and 30-A M.R.S.A. § 4406(1); and

WHEREAS, the Owners deny any violation of the Town of Raymond Subdivision Regulations or the state subdivision statute; and

WHEREAS, the Town and the Owners wish to resolve their dispute without resorting to litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and without either admitting or denying any of the contentions of any of the parties, the parties hereby agree as follows:

1. Simultaneously with the execution of this Agreement, the Owners will pay a civil penalty to the Town in the amount of \$_____ and will pay the Town the sum of \$_____ as reimbursement for the attorney's fees, planner fees and other expenses the Town has expended in connection with the investigation and resolution of this matter. The signature of the Town Manager on this Agreement constitutes the acknowledgement of the receipt of those payments.

2. In exchange for said payments, the Town will consider the four lots shown on the Plan to be lawful under the Town of Raymond's Subdivision Regulations and the state

DRAFT

subdivision statute and will not take any enforcement action with respect to the creation of said lots.

3. Further, the Town will allow the division of lot 3 into no more than two lots, upon approval by the Planning Board of the request of MGM Builders, Inc. to extend the private road, and such division will not require review and approval under the Town of Raymond Subdivision Regulations or the state subdivision statute.

4. Any dwellings constructed on lot 3 must be equipped with an automatic sprinkler system approved by the Town of Raymond Fire Department.

5. This Agreement creates conditions running with the land, which will be binding on the Owners and the Owners' heirs, successors and assigns. The Town will record this Agreement in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF RAYMOND

By: _____
Don Willard, its Town Manager

MGM Builders, Inc.

By: _____
Its: _____

Michael Manning

Anne Manning

DRAFT

Herluf Madsen

Donna Madsen

STATE OF MAINE

County of Cumberland, ss

_____, 2010

Personally appeared the above-named Donald Willard in his capacity as Town Manager of the Town of Raymond, Maine and acknowledges the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public/Attorney at Law

CONSENT AGREEMENT

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<u>Date of Deed</u>	<u>Lot No. on Survey, Inc. Plan</u>	<u>Grantee</u>	<u>Recording Book & Page</u>
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12/31/2003	3	Herluf & Donna Madsen	Book 20783, Page 146

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WHEREAS, the Town contends that the conveyances of the four lots by Elwin Plummer violated Article X, Sections 2 and 3 of the Town of Raymond Subdivision Regulations and 30-A M.R.S.A. § 4406(1); and

WHEREAS, the Owners deny any violation of the Town of Raymond Subdivision Regulations or the state subdivision statute; and

WHEREAS, the Town and the Owners wish to resolve their dispute without resorting to litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and without either admitting or denying any of the contentions of any of the parties, the parties hereby agree as follows:

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2. In exchange for said payments, the Town will consider the four lots shown on the Plan to be lawful under the Town of Raymond's Subdivision Regulations and the state subdivision statute and will not take any enforcement action with respect to the creation of said lots.
3. Further, the Town will allow the division of lot 3 into no more than two lots, and will not require review and approval under the Town of Raymond Subdivision Regulations or the state subdivision statute.
4. This Agreement creates conditions running with the land, which will be binding on the Owners and the Owners' heirs, successors and assigns. The Town will record this Agreement in the Cumberland County Registry of Deeds.

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

TOWN OF RAYMOND

By: _____
Don Willard, its Town Manager

MGM Builders, Inc.

By: _____
Its:

Michael Manning

Anne Manning

Herlf Madsen

Donna Madsen

STATE OF MAINE

County of Cumberland, ss

Personally appeared the above-named Donald Willard in his capacity as Town Manager of the Town of Raymond, Maine and acknowledges the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Before me,

Notary Public/Attorney at Law

Draft FY14-15 Budget Goals

1. Explore options that could be revenue neutral or minimal increase to meet expected core services.
2. Continue to explore privatization and outsourcing of services for cost savings.
3. Explore working with neighboring towns and Cumberland County government to cut costs and/or improve services.
4. Maintain current service levels in roadside solid waste and recycling collection.
5. Investigate bonding for capital improvement vs. capital reserve budgeting to achieve maximum utilization of existing capital resources.
6. Develop budget with the understanding that all budget areas may be considered.
7. Consider department budgeting needs and anticipated needs going forward.

Town of Raymond
Town Meeting Warrant – June 3, 2014

Article __: To see if the Town will vote to appropriate \$15,000 from the Open Space Fund to donate to the Boy Scouts Pine Tree Council for the purchase of a 30-acre parcel of land along the southeastern side of the Tenny River for conservation purposes.

Conservation Commission recommends Article ____

Board of Selectmen _____ Article ____

Budget Finance Committee _____ Article ____

Tenny River Corridor Protection Project

Request to Town of Raymond

Funding Request

- The request is for \$15,000 from the funds overseen by the Raymond Conservation Commission (RCC). These funds are available and the RCC has endorsed this amount for this purpose. The funds will be used to complete the acquisition of a roughly 30-acre parcel along the southeastern side of the Tenny River.
- The purchase price for the Cole parcel is \$200,000; of this, \$130,000 has been raised to date.

What's the Plan?

- The Boy Scouts Pine Tree Council (PTC) will own the land with a conservation easement held by Loon Echo Land Trust (LELT), which has conserved 4,000 acres of land in its 25 year history.
- The PTC has signed a purchase agreement with the owner of the parcel that abuts PTC land on the east side of the river. Successfully acquiring this will mean that the PTC owns all the land on both sides of the southern half of the river.
- The conservation easement has been drafted and agreed to by the PTC and LELT. It will be signed when the acquisition of the initial parcel is complete.
- The long term goal is to preserve all the land on both sides of the Tenny, through easements and/or additional land acquisition.

Why the Tenny?

- The river is bookended at one end by Panther Pond and at the other by Route 85, where a public boat launch on Crescent Lake provides access for boaters.
- The Tenny is part of the Casco Bay watershed; water flows into Panther Pond, and from there into Sebago Lake which supplies drinking water for Portland.
- In 2010 a “Greenprint” for the Lakes Region, completed with the help of the Trust for Public Land, Loon Echo Land Trust, and the Raymond Conservation Commission, rated land bordering the Tenny as high priority for protection of water resources, and very high/high on the preserving plant and animal habitat map.
- The Town of Raymond has zoned the riverfront land for 2-acre lots; with the housing market strengthening, there will be growing pressure to develop the land for house lots.
- The Tenny is valued by boaters, bird watchers, and fishing enthusiasts for its wild feel and scenic views.

Don –

I reviewing the Open Space Plan, it appears that Tenny River is identified as a medium to high priority area. As Nancy points out, the Plan references the Open Space Fund, stating it can be used to supplement other funds to purchase land that meets a priority community need. From the Open Space Plan, it appears that it would be appropriate for the Town to spend money from the Open Space Fund to assist with the purchase of the Tenny River Property. It would be helpful to see any documents associated with the creation of the Open Space Fund to know for certain.

- Mary

Mary E. Costigan

Attorney

mcostigan@bernsteinshur.com

207 228-7147 direct

207 774-1200 main

[My Bio](#) | [LinkedIn](#) | [Twitter](#)

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From: Nancy Yates [<mailto:nancy.yates@raymondmaine.org>]

Sent: Friday, October 18, 2013 11:23 AM

To: Don Willard; Mary E. Costigan

Cc: Danielle Loring; Shana Cook Mueller

Subject: Re: FW: Easement Review

I am attaching the Town's Open Space Plan, which was adopted at the June 2009 Town Meeting.

On page 23 it states that the Town's Open Space Fund could be used to supplement or leverage other funds to purchase land or conservation easements or purchase land that meets a priority community need. There is currently \$49806.70 in the Open Space Reserve.

I hope this helps answer your question.

Nancy Yates

On 10/18/2013 11:10 AM, Don Willard wrote:

The town has an Open Space Reserve Fund. I am not sure about specific spending strictures as it would relate to this purchase (not to my knowledge) Mary, but Nancy is researching and will send what she finds along to you ASAP.

Thank you.

Don Willard

Town Manager

401 Webbs Mills Road
Raymond, Maine 04071
(207) 655-4742 x 131
(207) 650-9001

www.raymondmaine.org

On 10/18/2013 10:02 AM, Mary E. Costigan wrote:

Don -

They reference a "conservation fund" in their request. Does the town have such a fund? If so is there documentation regarding how that fund can be spent?

- Mary

Mary E. Costigan
Attorney
mcostigan@bernsteinshur.com
207 228-7147 direct
207 774-1200 main
[My Bio](#) | [LinkedIn](#) | [Twitter](#)

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IRS notice: Unless specifically indicated otherwise, any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (a) avoiding tax-related penalties under the Internal Revenue Code, or (b) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

From: Don Willard [<mailto:don.willard@raymondmaine.org>]
Sent: Friday, October 18, 2013 9:32 AM
To: Mary E. Costigan
Cc: Danielle Loring; Shana Cook Mueller
Subject: Re: FW: Easement Review

Hello Mary,

I may be wrong on this point, but I think the only question is whether it is legally permissible to use public money to help acquire the property under the below conditions. There are no local prohibitions/conditions that I am aware of to help guide us on this issue.

Thank you.

Don Willard

Town Manager

401 Webbs Mills Road

Raymond, Maine 04071

(207) 655-4742 x 131

(207) 650-9001

www.raymondmaine.org

On 10/18/2013 9:11 AM, Mary E. Costigan wrote:

Danielle –

I apologize for the delay in my response. I did review draft conservation easement between the Boy Scouts and Loon Echo. It is my understanding that the groups are asking the Town for a donation of \$15,000 from the conservation fund to support Phase I of the project. It is not clear to me from their request what Phase I is and what they need the money for, but I assume it is to purchase the property. I am not familiar with the Town's conservation fund, so I am unable to tell you if such a donation is appropriate. If you have documentation regarding the fund that you would like me to review, I would be happy to take a look.

The aspects of the conservation easement that the Town would be interested in are those regarding public access and can be summarized as follows:

1. The property consists of 28 acres of land and 970 feet of shoreline on the Tenny River.
2. The agreement states that the Boy Scouts, Loon Echo Land Trust, *the Raymond Conservation Commission* and area residents have collaborated to permanently conserve the property.
3. The property adjoins the Boy Scouts' Camp Hinds property.
4. The Boy Scouts will use this property as a primitive nature and recreational area for the camp.
5. The property is required to remain undeveloped with the following exceptions: the Boy Scouts may construct one privy and may install minor structures associated with outdoor recreation, such as steps, bog bridges, etc.
6. Piers, docks and floats are not permitted.
7. The Boy Scouts may expand an existing clearing to a maximum of 2,000 sq. ft.
8. The Boy Scout may conduct commercial forest management in accordance with a forest management plan.
9. The Boy Scouts can use the property for daytime or nighttime low-impact, outdoor recreational uses, including low-impact overnight camping within a designated camping area.

10. The Land Trust has the right to assure that the general public will have access to the property for daytime, low-impact outdoor recreational uses and the Boy Scouts agree to allow such public use and will "refrain from prohibiting, discouraging, or charging a fee for such use."

11. Low-impact uses are those such as hiking, nature observation and study, cross country skiing and snowshoeing. Snowmobiling will also be permitted.

12. The Boys Scouts may limit or prohibit the following public uses of the property: hunting, trapping, fishing, nighttime use, camping, fires, picnicking, parking, loud activities, bicycling, use of motor vehicles, access by domesticated animals or pets, or any other use that interferes with the conservation purposes of the easement.

The public use on the property is limited to the above-listed uses. As I am not familiar with the area, I am uncertain as to whether the property is truly accessible by the public in order to use the property. There will be no parking lot and no dock provided for access.

Please let me know if you have any questions or if I can provide further information.

Thank you –

Mary

Hi Danielle - got your message. The RCC voted unanimously in favor of the following motion at our March 7, 2012:

Do you favor expending \$10,000 from the Raymond Open Space Reserve Fund to be used toward the purchase of 32 acres along the Tenny River, contingent upon a conservation easement being successfully negotiated with Loon Echo ? The property includes approximately 900 feet of river frontage and includes High and Moderate-High Priority land areas as mapped during the recently completed GreenPrint project. The land would be purchased and owned by the Pine Tree Counsel (Boy Scouts of America).

We received three email votes in favor on the day of the meeting from members who could not attend the meeting and five votes in person at the meeting. During the meeting the following conditions were added to the motion:

1. Loon Echo holds the easement
2. The entire acreage of the lot be included in the project (it is acknowledged that the actual acreage is 29)
3. An outline of the terms of the easement be provided to the town for approval ahead of any closing.

See you on the 10th, thanks

John Rand
RCC Chair

The Tenny River Corridor Protection Project

THE TRANQUIL TENNY RIVER meanders between Crescent Lake and Panther Pond in Raymond, Maine. Generations of lake residents, visitors, and campers have explored its lovely mile-long river trail of undeveloped waters and shores.

For decades, the land along the Tenny's banks has been in private ownership, currently by just four landowners. One of these is the Pine Tree Council of the Boy Scouts of America (BSA), which owns Camp Hinds, a 280-acre wilderness camp in existence for over 80 years.

In the summer of 2010, the potential development of property along the Tenny River led to an unprecedented opportunity to preserve it.

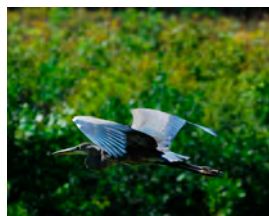
The Tenny River Corridor Protection Project, a collaboration between local landowners, the Pine Tree Council, and Loon Echo Land Trust, plans to protect the land along the Tenny in three phases.



The first phase involves the purchase of Parcel I—29 acres, immediately adjacent to Pine Tree Council land, as shown on the map.

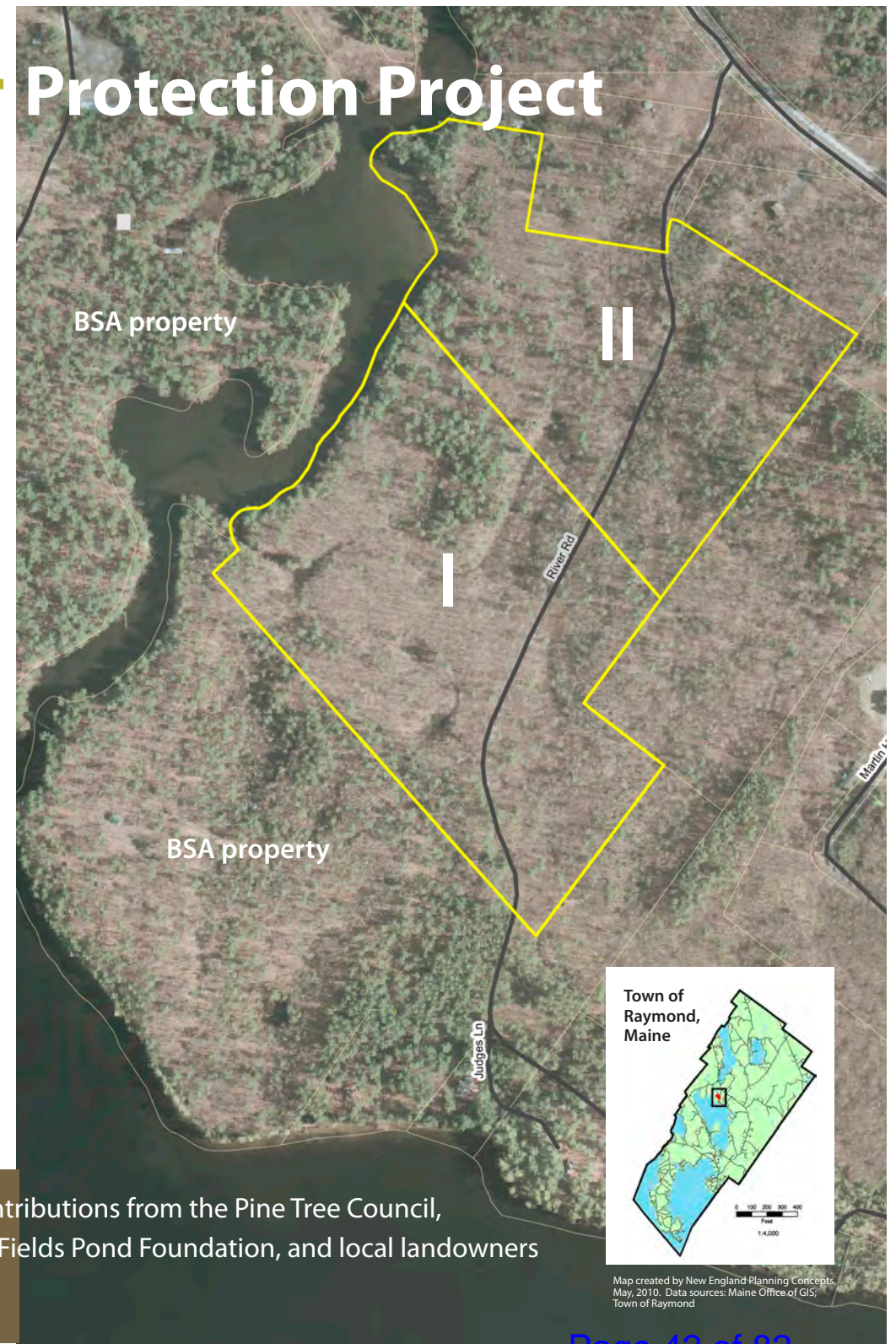


Once the purchase is complete, the BSA will have use of the land for wilderness programs, but the land will be permanently protected by a conservation easement to be held by Loon Echo Land Trust. A similar plan is envisioned for Parcel II, just adjacent to the first parcel (pending discussions with the property owner). In the third phase, the Pine Tree Council will institute comparable protections for their shoreline along the remaining length of the river.



By 2014, the Tenny River Corridor Protection Project

needs to raise \$226,000 to purchase the first 29-acre parcel. Contributions from the Pine Tree Council, the Davis Conservation Foundation, the Portland Water District, the Fields Pond Foundation, and local landowners have already resulted in over \$109,000!



*Please join us in
securing the future of the Tenny River
for all to enjoy!*



The Tenny River is home to a rich habitat

for fish, birds, and other wildlife. As part of the Casco Bay watershed system, it contributes to the water quality of Panther Pond and Sebago Lake. It has



been identified by both the Town of Raymond open space plan and the broader regional "Greenprint" planning process led by Loon Echo Land Trust as *a high priority for protection.*

By 2014, we need to raise \$117,000 to secure the Tenny River's future!

To find out how you can make your tax-deductible donation, please contact:

- John Palmer, Raymond
207-846-3726 x211
johnp@cape-shore.com
- Horace Horton, Pine Tree Council
207-774-0317
hhorton@ddlaw.com



Regional "Greenprint" for the Lakes Region:
<http://tinyurl.com/m6fy57o>

Town of Raymond's Open Space Plans:
<http://tinyurl.com/q2y63gq>



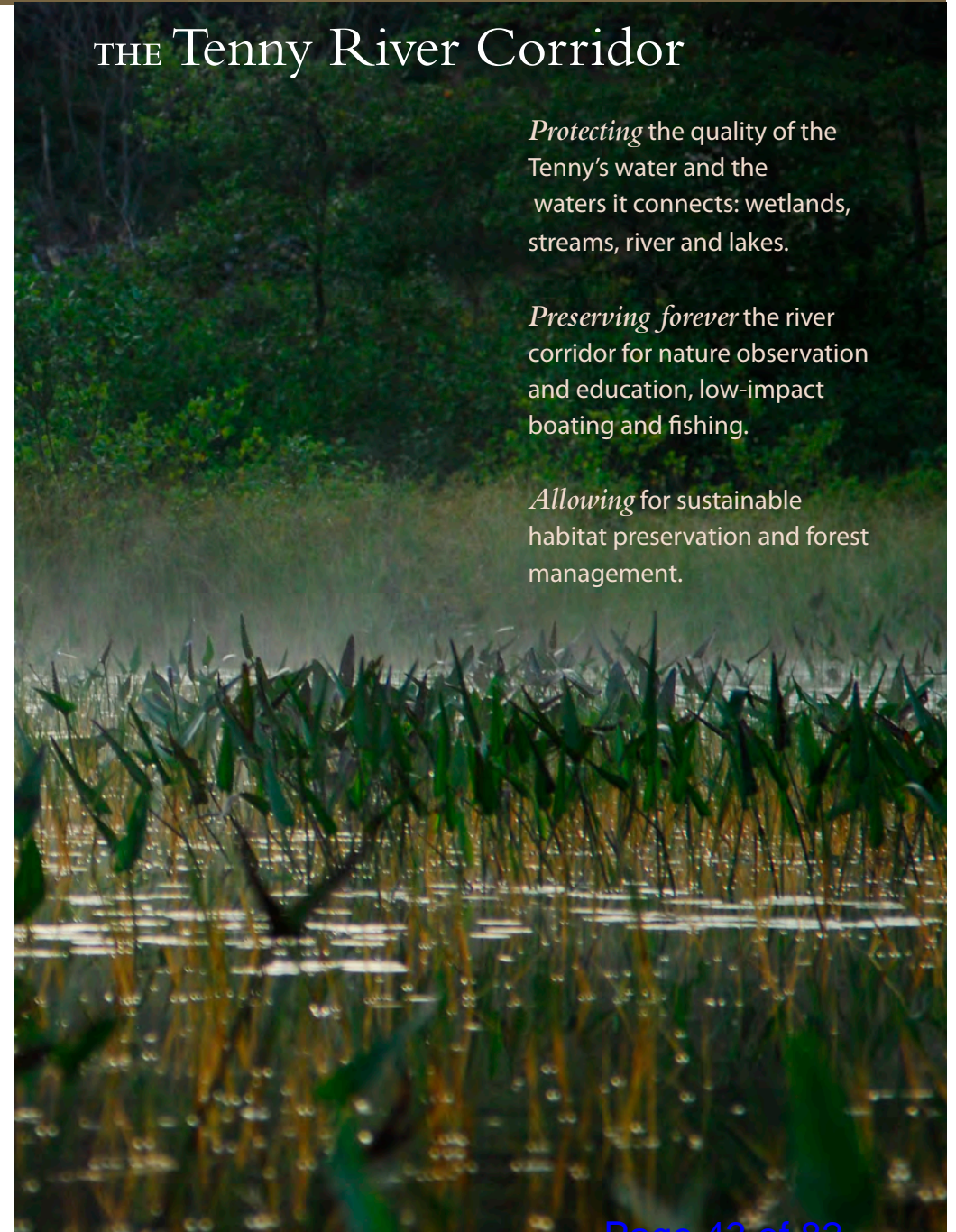
Protecting

THE Tenny River Corridor

Protecting the quality of the Tenny's water and the waters it connects: wetlands, streams, river and lakes.

Preserving forever the river corridor for nature observation and education, low-impact boating and fishing.

Allowing for sustainable habitat preservation and forest management.



Tenny River Corridor Protection Project

Conservation Easement: Executive Summary

Background

Since 2010 a group of local landowners, the Pine Tree Council of the Boy Scouts of America, and the Loon Echo Land Trust have been working together to preserve land along the Tenny River. The Town of Raymond's 2009 Conservation Plan identified the Tenny as an important area for protection. The long term goal is to protect the entire length of the river between Panther Pond and Crescent Lake.

We are requesting \$15,000 from the Town of Raymond's conservation fund to support the Phase 1 of the project, which will cost approximately \$220,000. We have raised half of this to date and are actively raising the remainder.

The conservation easement has been drafted with input from all the parties, and is ready for signature once the fundraising is complete. The Pine Tree Council (PTC) will own the land and be the grantor of the easement, which will be held by Loon Echo Land Trust (LELT).

Summary of Easement Terms

- The primary purpose of this project is to protect habitat and water quality; the Tenny is part of the Sebago Lake watershed which supplies water to 200,000 Greater Portland residents. The Tenny also offers significant habitat for a wide range of fish, birds and other wildlife including the redbreast sunfish, largemouth bass, heron, loons, and turtles.
- A secondary purpose is to preserve the wilderness feel of the river, and to provide limited public access.
- In this easement, "limited public access" means access for snowmobilers, mountain bikers, horseback riders, and hikers. The public can also access the land from the river.
- Use of the land by the general public will be restricted during the summer when the PTC will use the land for its programming. The PTC plans to use it for low impact "wilderness camping".
- Hunting will be allowable with the permission of the PTC.
- There will be no parking area provided, and no dock on the Tenny River.
- The PTC (in consultation with LELT) will have the right to control use by the general public that interferes with the conservation purposes of the easement (such as loud activities, use by hunters, or access by pets, etc.)
- No permanent structures will be allowed, other than privies or composting toilets (which must meet local and state guidelines for construction), fire rings, some trails, bog bridges, barriers to prevent access by motor vehicles or ATVs, and signage.
- Commercial forest management will be allowed, but must comply with Best Management Practices for Forestry: Protecting Maine's Water Quality," prepared by the Maine Department of Conservation, Maine Forest Service (or other standards approved by LELT).

**CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.**

PINE TREE COUNCIL, INC. BOY SCOUTS OF AMERICA, a Maine nonprofit corporation having a mailing address of _____, hereinafter referred to as the “Grantor”;

for consideration being an absolute and unconditional gift

GRANTS with QUITCLAIM COVENANT, in perpetuity,

to **LOON ECHO LAND TRUST, INC.**, a Maine nonprofit corporation having a mailing address is 8 Depot St., Suite 4, Bridgton, Maine 04009, hereinafter referred to as the “Holder”;

the following described premises: A Conservation Easement pursuant to Title 33, Maine Revised Statutes, Sections 476 through 479-C, inclusive, as amended, over, through, under and across a certain parcel of land on the easterly side of the Tenny River and on both sides of a private road known as River Road in the Town of Raymond, County of Cumberland, and State of Maine, being more particularly described in **Exhibit A**, and depicted on **Exhibit B**, both attached hereto and made a part hereof, being a portion of that premises acquired by deed to the Grantor dated _____ and recorded in the Cumberland County Registry of Deeds at Book ____, Page ____ (hereinafter referred to as the “Protected Property”), exclusively for conservation purposes as follows:

Conservation Purposes

The purposes of this Conservation Easement (hereinafter referred to as the “Conservation Purposes”) are to protect and preserve in perpetuity, in no order of priority:

- *the water quality of the Protected Property and the Tenny River and nearby Crescent Lake and Panther Pond;*
- *the ecological resources and wildlife values associated with the forest and riparian habitat (including, without limitation, plants, fisheries habitat, waterfowl habitat, mammalian habitat, and amphibian and reptile habitat);*
- *the scenic views of an unbroken forested landscape on the Protected Property from public vantage points on the Tenny River and on the Protected Property;*
- *low-impact, public, nature-based and outdoor-based educational and recreational opportunities.*

Grantor and Holder intend that this Conservation Easement will confine, in perpetuity, the uses of the Protected Property to activities that are compatible with the Conservation Purposes.

RECITALS

WHEREAS the Protected Property is 28 acres of prime, developable land in an area experiencing continued growth, and is in a natural undeveloped state, adjacent to the shore of Tenny River, which flows between Crescent Lake and Panther Pond;

WHEREAS the Protected Property includes approximately 970 feet of shoreline on the Tenny River, 2100 feet of streams that include designated brook trout habitat, and 0.8 acres of wetlands that serve as a buffer against flood hazards and help recharge the high yield sand and gravel aquifer;

WHEREAS the Tenny River serves as a public recreational water channel for boating and fishing and it connects Crescent Lake to Panther Pond;

WHEREAS according to the “Maine’s Finest Lakes,” a 1989 report analyzing all Maine water bodies of 10 acres or more prepared by the Maine Critical Areas Program; Crescent Lake and Panther Pond were designated in the study as possessing significant physical features;

WHEREAS the Tenny River flows into Panther Pond to Panther Run and into Sebago Lake. Sebago Lake serves as the drinking water reservoir for approximately 200,000 residents in Greater Portland and its waters are of such high quality that the Portland Water District operates this public water supply with a waiver from US EPA therefore avoiding costly, advanced filtration requirements under the Safe Water Drinking Act;

WHEREAS the Tenny River is substantially shaded by forest vegetation and contains wildlife and habitat for a wide range of fish, birds and other wildlife including the redbreast sunfish, largemouth bass, heron, loons, and painted and snapping turtles;

WHEREAS the Protected Property serves as a scenic area with an undisturbed forested shoreline appreciated by boaters and other users that access the Tenny River;

WHEREAS the Protected Property adjoins the Boy Scouts of America’s Camp Hinds property that is approximately 280 acres in size and serves as a youth camp facility managed for outdoor educational purposes; The Protected Property is intended to serve as a more primitive nature and recreational area for the Camp’s programs;

WHEREAS the 2004 Town of Raymond Comprehensive Plan’s goals for natural resource protection include to “increase the amount of permanent open space area so as to protect important natural resources; maintain or improve the quality of surface water and protect it from point source and non-point source pollution; preserve wetlands in their natural state; and preserve the Town’s scenic areas”;

WHEREAS the 2009 Town of Raymond Conservation Plan's composite map of six combined goals shows distinct regions of the town that are important natural areas for protection and one such region is the Tenny River;

WHEREAS the 2010 Lake Region Greenprint plan identifies seven goals for natural resource and quality of life protection and the lands that border the Tenny River score as high priority for protecting water resources and preserving plant and animal habitat, the two highest of seven goals;

WHEREAS the Grantor, Holder, the Raymond Conservation Commission and area residents have collaborated to permanently conserve the Protected Property;

NOW, THEREFORE, in consideration of the above recited Conservation Purposes and recitals and of the covenants, terms, conditions and restrictions herein contained, and pursuant to the laws of the State of Maine, Grantor and Holder have established, forever and in perpetuity, a Conservation Easement in gross over the Protected Property, as follows:

1. LAND USE

For the purposes of land use restrictions and reserved rights hereunder, the Protected Property contains a buffer area (hereinafter the "Buffer Area") consisting of a strip of land of one hundred feet (100') from the easterly bank of the Tenny River, as more particularly depicted in Exhibit B.

No commercial, industrial, residential, surface or subsurface mining, or other resource extraction, or building development activities are permitted on the Protected Property, except forest management, in accordance with the specific restrictions contained hereinbelow. For the purposes of this Conservation Easement, the incidental sale of interpretive literature or use of the Protected Property for charitable fundraising, outdoor nature-based camp programs and educational activities, community events, and tours shall not be deemed commercial uses.

Without limiting or expanding the general and specific restrictions of this Conservation Easement, no use shall be made of the Protected Property and no activity thereon shall be permitted which is or is likely to become inconsistent with the Conservation Purposes of this Easement. Grantor and Holder acknowledge that in view of the perpetual nature of this Easement, they are unable to foresee all potential future land uses, future technologies and future evolution of the land and other natural resources, and other future occurrences affecting the Conservation Purposes of this Easement. Therefore, Holder, in its sole discretion, may determine whether proposed uses or proposed improvements not contemplated by or addressed in this Easement are consistent with the Conservation Purposes of this Easement.

Prior to commencement of any allowed uses of the Protected Property that require permits, all necessary federal, state, municipal, and other governmental permits and approvals shall be secured by Grantor and copies thereof shall be provided to the Holder.

The Protected Property shall not be included as part of the gross tract area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or

land area requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density.

2. DIVISION

For the purposes of this Conservation Easement the Protected Property shall remain as an entirety under single ownership, without division, partition, subdivision, subjection to the Maine Time Share Act (33 M.R.S.A. c 10-A) or Maine Condominium Act (33 M.R.S.A. c 31), or other legal or *de facto* creation of lots or parcels in separate ownership or the creation of separate parcels of real estate, except that the

Grantor may enter into boundary line agreements to resolve bona fide boundary disputes with the prior written consent of Holder, which shall not be unreasonably withheld, provided that the total acreage of land protected under this Conservation Easement shall not materially be reduced thereby without court order.

Notwithstanding the foregoing, any portion of the Protected Property may be conveyed to Holder for conservation ownership, subject to the continuation of the terms of this Conservation Easement or the replacement of this Conservation Easement with a Declaration of Trust that is at least as protective of the conservation values of the Protected Property as this Conservation Easement.

Notwithstanding the foregoing, an undivided parcel may be owned as a joint tenancy or as a tenancy in common.

3. STRUCTURES

A. Definition

For the purposes of this Conservation Easement, a “structure” shall be defined broadly as: any manmade combination of materials on, over, in and/or under the ground. A structure may be primarily two dimensional, such as a paved parking lot or a sign, or three dimensional, such as a building, wall or piping.

B. Existing Structures

As of the date of this grant, there are no known structures on the Protected Property except boundary markers, utility poles/lines, and stone walls. Grantor reserves the right to maintain, repair, and replace these existing structures with substantially similar structures located in substantially the same locations.

C. Additional Structures

No additional structures of any kind, temporary or permanent, may be located beneath, on or above the Protected Property, except however, the Grantor reserves the following rights:

(i) to construct, maintain, repair and replace one privy structure that may include a pit or composting toilet, said privy structure to be (1) located outside of the Buffer Area and at least one hundred feet (100') from the westerly edge of River Road; (2) constructed of exterior surface materials that blend with the natural surroundings and complement the natural and scenic features of the landscape; and (3) built to the standards that the state health code requires;

(ii) to construct, maintain, repair and replace minor structures to enhance the opportunity for low-impact outdoor recreation, including but not limited to such structures as boundary markers, trail markers, small unlighted informational and interpretive signs, trail improvements such as steps, bog bridges, water bars, and railings, wildlife observation blinds, fire rings, steel gates, barriers or low fences to prevent access by motor vehicles or protect fragile areas or scientific research areas; provided that they shall be constructed of dark-colored or natural-appearing materials that blend with the natural surroundings and located to complement the natural and scenic features of the landscape. Notwithstanding the foregoing, high-impact outdoor recreational structures are prohibited, including but not limited to paved trails, boardwalks other than bog bridging, docks, piers and floats, tent platforms, lean-tos, yurts, outhouses or portable toilets (except as permitted in 3.C(i) above), gazebos, golf courses, golf ranges, swimming pools, campgrounds, mud runs, tennis and other recreational courts, paintball, zip line, and other adventure courses, stadiums, performance stages, dressage fields, equestrian rings, polo fields, ATV or race tracks or courses, towers, playgrounds, athletic courts or fields, airstrips, and permanent aircraft pads; and

(iii) to permit third parties to construct, maintain, repair, and replace structures permitted under any utility and access easements that precede the effective date of this Conservation Easement. To the extent of Grantor's authority, all additional utility structures within these rights of way shall be located underground to the extent economically and topographically practicable.

4. SURFACE ALTERATIONS

A. Existing Surface Alterations

As of the date of this grant, there are no surface alterations on the Protected Property except for:

- the private road known as River Road;
- approximately 1,500 feet of a snowmobile trail that traverses the easterly parcel and then follows River Road;
- approximately 1,200 feet of a woods road and an approximately _____ (___) square foot clearing near the river;

all located generally as depicted in Exhibit B or documented in the Baseline Documentation.

Grantor reserves the right to maintain, repair or improve the existing surface alterations listed above in substantially the same locations (except to the extent that alternative locations and

additional improvements are otherwise permitted hereinbelow at Paragraphs 4(B) and 4(C)), except that any portions of existing clearing that are located in the Buffer Area shall be required to revert to a natural vegetative state.

B. Additional Surface Alterations

No additional filling, dumping, excavation or other alteration may be made to the surface or subsurface of the Protected Property, except however, the Grantor reserves the right to:

- (i) to the minimum extent necessary, install and maintain the structures permitted in Paragraph 3 and to engage in vegetation management activities (in accordance with Paragraph 5);
- (ii) establish and maintain additional unpaved trails to enhance the opportunity for low-impact, daytime, outdoor recreation, provided that they are located and designed in a manner to minimize soil erosion and damage to fragile plant communities and wildlife habitat. The surfaces of said trails shall not be made of bituminous paving or similar materials but may be constructed with a firm and stable surface to accommodate wheelchairs and similar mobility devices;
- (iii) expand the existing clearing to a maximum of two thousand square feet (2,000), all of which must be situated outside of the Buffer Area;
- (iv) upon prior written consent of Holder, alter the surface for ecological education, archaeological investigations, or scientific research conducted under then-current professional standards; provided that the alterations are designed and located in a manner to prevent soil erosion and prevent damage to fragile plant communities and wildlife habitat; and that the disturbed area surrounding the alteration must be restored as soon as reasonably possible to a state consistent with the conservation values of the Protected Property.

C. Easements and Rights of Way. Grantor may not grant additional easements or rights of way over the Protected Property, nor increase the scope of existing easements or rights of way without the prior written consent of Holder. No additional through roads are permitted on the Protected Property.

5. VEGETATION MANAGEMENT

As of the date of this grant, the Protected Property is in a substantially undeveloped condition, with forest and wetland areas, as depicted on Exhibit B and as documented in the Baseline Documentation.

A. Vegetation Management Generally. Vegetation may not be cut, disturbed, altered or removed from the Protected Property without the prior written consent of Holder, except that Grantor reserves the rights to alter vegetation as follows:

(i) to clear, selectively cut, prune, and manage vegetation and forest cover to the extent necessary to exercise the reserved rights of the Grantor in Paragraph 1, 3, and 4, and provided that in every case the disturbed surrounding area must be restored as soon as possible to a state consistent with the scenic and conservation values to be protected by this Conservation Easement.

(ii) to manage forested land, except within the Buffer Area, by selective cutting, pruning, and planting for non-commercial purposes such as the harvesting of products for use on the Protected Property or Grantor's Abutting Land, for lumber and firewood, and for Grantor's educational programs;

(iii) to combat active fire to the minimum extent reasonably necessary;

(iv) to remove safety hazards for the uses permitted hereunder;

(v) to mark boundaries;

(vi) to engage in commercial forest management activities (in accordance with Paragraph 5.B);

(vii) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to remove invasive species;

(viii) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to reduce the threat of potential fire;

(ix) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to protect, restore or support native wildlife species and rare or endangered plants; and

(x) upon prior written notice to Holder (in accordance with Paragraph 9 hereinbelow), to control or prevent the spread of disease.

Notwithstanding the foregoing provisions of this Section 5.A, any harvesting of more than five (5) cords of wood within any calendar year shall require a Forest Management Plan (in accordance with Paragraph 5.B).

B. Commercial Forest Management

Except within the Buffer Area, Grantor reserves the right to conduct commercial forest management in accordance with a Forest Management Plan, which shall contain specific limitations and measures designed to achieve the following goals:

(i) maintenance of soil productivity;

(ii) maintenance or improvement of the forest for diverse age, species composition and structure;

- (iii) protection of the quality of surface and subsurface water bodies, including aquifers;
- (iv) protection of unique or fragile natural areas;
- (v) conservation of indigenous plant and animal species; and
- (vi) conservation of scenic quality of forested areas when viewed from public vantage points on the Tenny River and on the Protected Property.

Said Forest Management Plan and any commercial forest management activities shall also comply with the then-current “Best Management Practices for Forestry: Protecting Maine’s Water Quality,” prepared by the Maine Department of Conservation, Maine Forest Service, or alternate standards approved by Holder.

Grantor shall provide Holder with a copy of all written Forest Management Plans and their subsequent revisions and updates within a minimum of thirty (30) days after their completion. Said plan shall have been prepared by a licensed professional forester not more than ten (10) years prior to the date the forestry activities are to commence.

Grantor shall provide Holder with written notice (in accordance with Paragraph 9 hereinbelow) of harvest operations within a minimum of thirty (30) days prior to commencement of such activities prescribed under the Forest Management Plan by Grantor or Grantor’s Agent. The written notice shall include a description or plan of activities such as the location of the harvest and timber landing areas; a harvest schedule; ingress and egress over permanent or temporary woods roads and streams; reclamation and stabilization of skid trails, temporary roads, and landing areas; and a list of necessary structures.

Harvest operations and road and landing construction shall be supervised by a licensed professional forester and conducted under a written contract with competent operators. Harvesting shall be conducted on frozen or dry ground to the extent practicable to prevent rutting, erosion, or compaction. Grantor shall notify Holder (in accordance with Paragraph 9 hereinbelow) upon completion of commercial forest management activity within thirty (30) days following completion, including completion of site reclamation and stabilization work required under the Plan.

Holder, in its process of inspection and monitoring (in accordance with Paragraph 8 hereinbelow) shall base its determination about compliance with the terms of this Conservation Easement on the outcomes and conditions resulting from any commercial forest management activities.

C. Invasive Species. Grantor and Holder are prohibited from planting or otherwise intentionally introducing or cultivating invasive plant species on the Protected Property, said species to be those included on the list of invasive species maintained by the Invasive Plant Atlas of New England, or a similar list approved in advance in writing by Holder.

6. WASTE DISPOSAL

Subject to any more restrictive local, state and federal laws and regulations, it is forbidden to discharge septic waste or wastewater into the surface waters on or abutting the Protected Property, or to dispose of or store rubbish, garbage, unserviceable vehicles, building debris, abandoned equipment or parts thereof, or other waste material that degrades the scenic or ecological conditions of the Protected Property. Waste, slash, compost and by-products of permitted vegetation management may be stored or disposed of on the Protected Property, provided that such storage or disposal does not create a potential fire hazard, impact wetlands, or have adverse long-term impact on the scenic attributes associated with the protected property.

The use, storage, discharge or runoff of chemical herbicides, pesticides, fungicides, detergents or highly acidic or alkaline agents, fertilizers and other toxic agents, including discharge of potentially toxic waste water or other toxic byproducts of permitted uses, shall be prohibited, unless either (i) their use is recommended in writing by a licensed conservation professional for wildlife habitat enhancement or anti-invasive purposes, and after prior notice to Holder (in accordance with Paragraph 9.C), or such shorter period approved by Holder in urgent circumstances; or (ii) their use is approved in advance and in writing by Holder as appropriate, in its sole and exclusive discretion, to prevent or mitigate harm to the natural resources or permitted uses of the Protected Property. Use of such agents shall be carried out in accordance with all applicable local, state, federal and other governmental laws and regulations and shall only occur if other potential treatments are ineffective or infeasible in managing the specific vegetation management concern, and all uses of such agents shall follow best management practices established by governmental agencies or other similar authority and in effect at the time of proposed use of such agents.

7. RECREATIONAL USES

- A. Low-Impact Outdoor Recreational Uses. Grantor shall have the right to use the Protected Property for daytime or nighttime low-impact, non-motorized (except for motorized wheelchairs or similar devices for the disabled and for snowmobile use), outdoor recreational uses, including, without limitation: hiking, nature observation and study, bicycles, horseback riding, cross country skiing, snowshoeing, fishing, hunting, and nature-based outdoor education and scientific research.
- B. Camping Only Within the Camping Area. Grantor shall have the right to use the Camping Area, as generally depicted on Exhibit B, for low-impact overnight camping, provided that such camping shall be conducted only in temporary tents or other similar structures and not in any permanent or high-impact structures.
- C. Limited Public Access. Grantor grants Holder the right to assure that the general public will have access to the Protected Property for daytime, low-impact, non-motorized (except for motorized wheelchairs or similar devices for the disabled and for snowmobile use), outdoor recreational uses, including, without limitation: hiking, nature observation and study, cross country skiing, and snowshoeing. To that end, Grantor agrees to permit, and will refrain from prohibiting, discouraging or charging a fee for such use of the Protected Property. Grantor and Holder may jointly establish rules and regulations to protect the conservation values of the Protected Property.

Furthermore, Grantor may control, limit or prohibit, by posting and other means, any of the following uses by the general public: hunting, trapping, fishing, night time use, camping, fires, picnicking, parking, loud activities, bicycling, use of motor vehicles, access by domesticated animals or pets, or any other public or private use that may interfere with the Conservation Purposes of this Easement or if such uses result in rutting or erosion or other damage to natural resources. Any posting or other controls or limits on such uses must be specific to the prohibited use and how it is limited and shall be approved in advance by Holder (in accordance with Paragraph 9 hereinbelow).

- D. Motorized Vehicles for Property Management. Grantor shall have the right to use motorized vehicles on the Protected Property for all property management activities permitted under this Conservation Easement, provided that said vehicles are operated in a manner so as to minimize harm to the Conservation Purposes.
- E. Recreational Use Statute. Grantor and Holder claim all of the rights and immunities against liability for injury to the public to the fullest extent of the law under 14 M.R.S. Section 159-A, et seq. as amended and successor provision thereof (The Maine Recreational Use Statute), and under any other applicable provision of law and equity.

8. Holder's Affirmative Rights

8.A. Entry and Inspection. Holder shall have the right to enter the Protected Property for inspection and monitoring purposes and for enforcement, at a reasonable time and in a reasonable manner that is consistent with the Conservation Purposes hereof. Except in emergency circumstances, Holder will make reasonable efforts to contact Grantor and/or persons in residence on Grantor's adjacent property, prior to entry onto any area of the Protected Property. "Emergency circumstances" shall mean that the Holder has a good-faith basis to believe a violation of the easement is occurring or is imminent.

8.B. Enforcement. Holder shall have the right to enforce this Conservation Easement by proceedings at law and in equity, including the right to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement and to require the restoration of the Protected Property to the condition that existed prior to any such injury.

Prior to initiation of an enforcement action, Holder shall provide Grantor with prior notice (in accordance with Paragraph 9 hereinbelow) and reasonable opportunity to cure any breach, except where emergency circumstances require more immediate enforcement action.

If Holder is the prevailing party in any action against Grantor to enforce or defend this Conservation Easement, Grantor shall reimburse Holder for any reasonable costs of enforcement or defense, including court costs, mediation and/or arbitration costs, reasonable attorneys' fees, and any other payments ordered by such Court or arbitrator.

Grantor is not responsible for injury to or change in the Protected Property resulting from natural causes or environmental catastrophe beyond Grantor's control, such as fire, flood, storm,

and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Protected Property resulting from such causes.

8.C. Boundaries. It shall be Grantor's obligation to keep the boundaries of the Protected Property and the Buffer Area clearly marked. In the event boundaries are not adequately clear or marked and Grantor fails to accurately mark within a reasonable time after notice by Holder, Holder shall have the right to engage a professional surveyor to re-establish and re-mark boundaries of the Protected Property or any part thereof. The costs associated with such survey work shall be paid by the Grantor if and to the extent necessary to determine if a breach of this Conservation Easement has occurred.

8.D. Holder Acknowledgement Signs. Holder shall have the right to install and maintain small unlighted signs visible from public vantage points and along boundary lines, to identify Holder and inform the public and abutting property owners that the Protected Property is under the protection of this grant.

9. Notices and Requests for Approval

A. Notice and Approval Requirements. Grantor agrees to notify Holder prior to undertaking any activity or exercising any reserved right that may have a material adverse effect on the conservation purposes of this grant, and where prior notice or approval is specifically required in this Conservation Easement. Grantor's notices must include sufficient information to enable Holder to determine whether Grantor's plans are consistent with the terms of this Easement and the conservation purposes hereof. Holder's approval shall be conditioned on compliance with the terms of Paragraph 13.F.

B. Method for Notice. Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Grantor and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Grantor: At the address of the owner(s) of record as noted hereinabove or as provided by Grantor in writing, or if not provided, as set forth below.

To Holder:
Loon Echo Land Trust, Inc.
8 Depot St., Suite 4
Bridgton, Maine 04009

In the event that notice mailed to Holder or to Grantor at the last address on file with Holder is returned as undeliverable, the sending party shall provide notice by regular mail to Grantor's last known address on file, or the State Tax Assessor in the case of land in the unorganized territories; or in the case of Holder or Third Party, or in the case of a corporate

owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed compliance with the notice provisions of this Easement.

C. Time for Notice and Reply

i. Where Grantor is required to provide notice to Holder pursuant to this Easement, such notice as described hereinabove shall be given in writing thirty (30) days prior to the event giving rise to the need to give notice except as otherwise specifically provided herein.

ii. Where Grantor is required to obtain Holder's prior written consent and approval, such request as described hereinabove shall be given in writing thirty (30) days prior to undertaking the proposed activity except as otherwise specifically provided herein. Holder, upon receipt of Grantor's request, shall acknowledge receipt of the same. Following such review, Holder shall grant, grant with conditions, or withhold its approval. Failure to approve Grantor's request within thirty (30) days shall be deemed a denial of such request. No proposed activity may proceed without Holder's written consent and approval as provided herein.

10. Costs, Taxes, Liability

A. Taxes and Liens. Grantor shall pay and discharge when due all property taxes and assessments imposed upon the Protected Property and any uses thereof, and shall avoid the imposition of any liens that may impact Holder's rights hereunder. Grantor shall keep the Protected Property free of any liens or encumbrances that may adversely impact Holder's rights hereunder, including without limitation those arising out of any work performed for, materials furnished to, or obligations incurred by Grantor; and Grantor shall promptly notify Holder of the filing or recording of any such lien or encumbrance. Holder may, at its discretion, pay any outstanding taxes, assessments, liens or encumbrances, and shall then be entitled to reimbursement by Grantor, together with interest at the then-prevailing statutory post-judgment interest rate in Maine under Title 14 MRSA Section 1602-C or successor provisions thereof, calculated from the date of Holder's payment. Grantor and Holder agree that Holder shall have a lien on the Protected Property to secure Holder's right to reimbursement and that Holder may record such lien at any time. In any collection process or court action brought by Holder for reimbursement, Holder shall be entitled to recover its costs and expenses, including, without limitation, reasonable attorneys fees.

B. Responsibility of Owners. Grantor acknowledges that Holder has neither possessory rights in the Protected Property, nor any responsibility or right to control, maintain, or keep up the Protected Property. Grantor shall retain all responsibilities and shall bear all costs and liabilities of any nature related to the ownership, operation, upkeep, improvement and maintenance of the Protected Property. Grantor shall indemnify, defend and hold Holder harmless from and against any and all liabilities, costs, damages, or expenses of any kind including, without limitation, reasonable attorneys fees, that Holder may suffer or incur as a result of or arising out of the activities of Grantor or any other person on the protected property, other than those caused by the negligent acts or acts of misconduct of Holder, and except those arising out of Holder's workers' compensation obligations. Holder's right to be

defended, held harmless and indemnified by Grantor shall extend without limitation to any action based upon the presence of toxic and/or hazardous substances upon or emanating from the Protected Property.

12. Standard Provisions

A. Maine Conservation Easement Act. This Conservation Easement is established pursuant to the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine.

B. Qualified Holder. The Holder is qualified to hold conservation easements pursuant to Title 33, Maine Revised Statutes Annotated, Section 476(2)(B), as amended, a publicly supported, nonprofit 501(c)(3) organization with the authority to accept lands, easements, and buildings for the purpose of preserving and protecting natural, scenic, educational, recreational or open-space values of real property, and with the commitment to preserve the conservation values of the Protected Property.

C. Assignment Limitation. This Conservation Easement is assignable, but only to an entity that satisfies the requirements of Section 170(h)(3) of the Internal Revenue Code (or successor provisions thereof) and the requirements of Section 476(2) of Title 33 of the Maine Revised Statutes, as amended (or successor provisions thereof), and that as a condition of transfer, agrees to uphold the Conservation Purposes.

D. Baseline Documentation. In order to establish the present condition of the Protected Property and its conservation attributes protected by this Conservation Easement so as to be able to monitor properly future uses of the Protected Property and assure compliance with the terms hereof, Holder and Grantor have prepared an inventory of the Protected Property's relevant features and conditions (the "Baseline Documentation") and have certified the same as an accurate representation, to the extent known, of the condition of the Protected Property as of the date of this grant.

E. Liens Subordinated. Grantor represents that as of the date of this grant there are no liens or mortgages outstanding against the Protected Property. Grantor has the right to use the Protected Property as collateral to secure the repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Conservation Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Protected Property.

F. Takings, Extinguishment, Proceeds

1. The parties agree that the grant of this Conservation Easement creates a property right that vests immediately in Holder.

2. (a) If either Holder or Owner receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a “Taking”) with respect to any interest in or any part of the Protected Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (i) challenge the Taking; (ii) challenge the amount of allocation of any award tendered by the Taking authority; or (iii) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

(b) In the event of a Taking of all or a portion of the Protected Property the following allocation provisions shall apply:

- (i) the parties agree that notwithstanding any other valuation process proposed to calculate compensation due to the parties by the entity accomplishing the Taking, Holder shall be entitled to a portion (“Holder’s Portion”) of the proceeds of any compensation award resulting from such Taking and Owner shall be entitled to the balance of the proceeds of such compensation award;
- (ii) Holder shall use such proceeds for its conservation purposes;
- (iii) Holder’s Portion of the proceeds of any compensation award shall be the proceeds multiplied by a fraction, the numerator of which is the amount by which the fair market value of the interest taken at the time of such Taking unrestricted by this Conservation Easement, is reduced by the terms and conditions of this Conservation Easement, and the denominator of which is the fair market value of the interest taken at the time of such Taking unrestricted by this Conservation Easement; and
- (iv) notwithstanding the foregoing, Holder’s Portion of the proceeds resulting from such Taking shall not include value of the Protected Property prior to such Taking attributable to authorized improvements made and paid for by Owner after the date of this grant. The value of the Holder’s portion shall include improvements made by or at the expense of Holder during the term of the Conservation Easement subject to depreciation unless the improvement was substantially renovated at the expense of the Owner after the date of transfer of the Protected Property to the Owner.

3. Except for a Taking by a person other than the Owner in accordance with Subparagraph 12.F.2, this Conservation Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Conservation Purposes of this Conservation Easement are impossible to accomplish, and if both Owner and Holder agree. Should this Conservation Easement be terminated or extinguished as provided in this paragraph, in whole or

in part, Holder shall be entitled to be paid no less than the increase in value of the Owner's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Owner and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, Conservation Purposes of this Conservation Easement. Owner agrees and authorizes Holder to record a notice of a claim to proceeds on the Protected Property, which claim will be effective as of the date of such extinguishment, to secure its rights under this Paragraph.

13. General Provisions

A. Controlling Law and Interpretation. The interpretation and performance of this Easement shall be governed by the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the Conservation Purposes of this Easement and the policy and purpose of the Maine Conservation Easement Act at Title 33, Maine Revised Statutes Annotated, Sections 476 through 479-C, inclusive, as amended. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Conservation Purposes of this Easement shall govern.

B. Grantor and Holder Definitions. The term "Grantor" or "Grantors" as used in this easement shall include, unless the context clearly indicates otherwise, the within-named Grantor(s), jointly and severally, their personal representatives, heirs, successors and assigns and any successors in interest to the Protected Property. The term "Holder" as used in this easement shall, unless the context clearly indicates otherwise, include the Holder's successors and assigns.

C. Owner's Rights and Obligations, Joint Obligation. A person's or entity's obligation hereunder as Grantor, or successor owner of the Protected Property, shall be joint and several, and will cease, only if and when such person or entity ceases to have any ownership interest in the Protected Property, (or relevant portion thereof) but only to the extent that the Protected Property (or relevant portion thereof), is then in compliance herewith, and provided such person or entity shall have fulfilled the requirements of Paragraph 13.D below. Responsibility of owners for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer; provided that the new owner shall also be responsible for bringing the Protected Property into compliance.

D. Subsequent Deeds and Transfers. This Easement must be incorporated by reference in any deed or other legal instrument by which Grantors convey any interest in the Protected Property, including, without limitation, a leasehold or mortgage interest. Grantors further agree to give written notice to Holder within thirty (30) days of the transfer or conveyance of any interest in the Protected Property. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

E. Compliance/Estoppel Certificates. Upon written request by Grantor, Holder will provide Compliance/Estoppel Certificates to Grantor or third parties, indicating the extent to which, to Holder's knowledge after due inquiry, the Protected Property is in compliance with the terms of this grant. The inspection of the Protected Property for this purpose will be made by Holder at Grantor's cost within a reasonable time after Grantor's written request.

F. Discretionary Approvals and Amendments.

F.1. Discretionary Approvals. Grantor and Holder recognize that certain activities by the Grantor may warrant the prior discretionary approval of Holder, and that Holder has the right to issue such discretionary approvals without prior notice to any other party. Nothing in this paragraph shall require either party to agree to any discretionary approval.

F.2. Amendments. Grantor and Holder recognize that rare and extraordinary circumstances could arise which warrant modification of certain of the provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, Grantor and Holder have the right to agree to amendments to this Conservation Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such amendment enhances or does not materially detract from the conservation values intended for protection under this Conservation Easement. Amendments will become effective upon recording at the Cumberland County Registry of Deeds. Nothing in this paragraph shall require the Grantor or the Holder to agree to any amendment or to negotiate regarding any amendment.

F.3. Further Limitations on Discretionary Approval and Amendments.

Notwithstanding the foregoing, except as provided by 33 M.R.S. §§ 476 *et seq.*, as amended, Holder and Grantor have no right or power to approve any action or agree to any discretionary approval or amendment that would

- (a) materially detract from the conservation values intended for protection;
- (b) limit the term or result in termination of this Conservation Easement; or
- (c) adversely affect the qualification of this Conservation Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at Title 33, M.R.S. §476 *et seq.*

G. Economic Hardship. In making this grant, Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Grantors and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

H. Nonwaiver. The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

I. Severability, Entire Agreement, No Forfeiture. If any provision of this Conservation Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Conservation Easement and the application of such provision to any other person or in any other circumstance, shall remain valid. This instrument and the Baseline Documentation set forth the entire agreement of the parties with respect to the Conservation Easement and supersede all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. Nothing contained herein will result in a forfeiture of this Conservation Easement or reversion to Grantor of any rights extinguished or conveyed hereby.

J. Standing to Enforce. Only Holder or Grantor may bring an action to enforce this grant, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Protected Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Protected Property acquired by common law, adverse possession, prescription, or other law, independently of this grant.

K. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

L. Independent Representation. Grantor has retained legal counsel to represent only its interest in this transaction. Grantor and Holder acknowledge and agree that they have not received and are not relying upon legal, tax, financial or other advice from each other. Grantor acknowledges that Holder has recommended that it keep independent counsel.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder, and its successors and assigns forever.

IN WITNESS WHEREOF, _____, the duly authorized _____ of the Pine Tree Council, Inc. Boy Scouts of America, has hereunto set his/her hand and seal this _____ day of _____, 2013.

Signed, sealed and delivered
in the presence of:

PINE TREE COUNCIL, INC.
BOY SCOUTS OF AMERICA

Witness

ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF CUMBERLAND

_____, 2013

Then personally appeared the above-named _____, duly authorized
_____ of the Pine Tree Council, Inc. Boy Scouts of America, and acknowledged the
foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed
of said corporation.

Before me,

Notary Public/Attorney at Law

Printed name

Holder Acceptance

The above and foregoing Conservation Easement was authorized to be accepted by Loon Echo Land Trust, Inc. and Loon Echo Land Trust, Inc. does hereby accept the foregoing Conservation Easement, by and through _____, its President, this _____ day of _____, 2013.

Signed, sealed and delivered in the presence of:

Loon Echo Land Trust, Inc.

Witness

By _____

Title: President, Loon Echo Land Trust, Inc.

STATE OF MAINE)
COUNTY OF _____)

_____, 2013.

Personally appeared _____, President, duly authorized representative of the above-named Loon Echo Land Trust, Inc. and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me,

Notary Public

Printed name of notary
My commission expires: _____

***CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.***

**EXHIBIT A
Legal Description of the Protected Property**

***CONSERVATION EASEMENT ON LAND
ON TENNY RIVER IN
RAYMOND, MAINE
TO BE HELD BY
LOON ECHO LAND TRUST, INC.***

**EXHIBIT B
Sketch Plan**

Must show:

- Snowmobile trail
- Camping Area
- Buffer Area
- Fire ring
- Stone walls
- Utility lines
- River Road (also need to show there is legal deeded access on road to property)
- Woods road leading to Camping Area

TIMBERSTATE G. INC.

LICENSED PROFESSIONAL FORESTERS

Cliff Foster - Greg Foster - P.O .Box 157 - Gray, Maine 04039-0157

Office: (207)-657-4441 - Fax - 657-4441 Cliff: (207)-657-4756 – Greg (207)272-4270

Town of Raymond Selectmen
40 Webbs Mills Road
Raymond, Maine 04071

December 20, 2013

Dear Chairman Sam Gifford, Selectmen Mike Reynolds, Joe Bruno, Lonnie Taylor, and Selectwoman Teresa Sadak:

As per the order of events stated in an August 7th letter from me to you, I have completed the timber marking on the Patricia Avenue forest property, shown the timber for sale to potential logging contractors, received five bids, and evaluated who I think is the winning bidder. A sixth bid was received after the 12/16/2013 four pm deadline. The sixth bid would have placed fourth.

It is my recommendation that the selectmen award the timber sale contract to Brown & Brown Trucking, 94 Country Club Road, Norway, Maine 04268. The timber sale will commence when the contractor signs the contract and pays the down payment and bond or deposit.

I have included the bids submitted by the six contractors for your review. Based on my review of the Brown & Brown bid, I believe the town of Raymond will receive an estimated gross stumpage amount of \$55,000.00. Please remember this amount is an estimate and may vary due to market changes and timber quality.



Gregory E. Foster

Name Brown & Brown Trucking
 Mailing Address 94 Country Club Rd.
Norway, ME 04268
 Tel. # 207-233-5574
 Please provide complete accurate address.

MARK ENVELOPE:
bid: Town of Raymond
 or email timbergf@aol.com

My Bid per MBF and per TON on the Town of Standish Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹		
good grade	\$235.00	\$6.00
pallet grade	\$80.00	\$6.00
Hemlock	\$105.00	\$8.00
Red & Pitch	\$100.00	\$6.00
Spruce	\$210.00	
Red oak		
White oak		
White birch		
Soft maple		
Misc. Hardwood ¹	16' Mat Logs \$250.00	\$12.00

Firewood \$30.00 per cord

Biomass \$5.00 a ton

Species Hardwood logs Mill delivered less \$145 /MBF Mill New England Forest Products
 Species Hardwood logs Mill delivered less \$145 /MBF Mill Kennebec Lumber
 Species Hardwood logs Mill delivered less \$145 /MBF Mill Southern ME Log Yard

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet \$15/MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

Name Western Maine Timberlands
 Mailing Address 278 McNeil Rd
 Town, State, Zip Fryeburg, Me 04037
 hours
 Tel. # 925-1138
 Please provide complete accurate address.

MARK ENVELOPE:
bid: Town of Raymond
 or email timbergf@aol.com

My Bid per MBF and per TON on the Town of Standish Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹		
good grade	215.00	6.00
pallet grade	70.00	6.00
Hemlock	75.00	8.00
Red & Pitch	70.00	6.00
Spruce	100.00	6.00
Red oak	250.00	8.00
White oak	80.00	/
White birch	80.00	
Soft maple	80.00	
Misc. Hard-wood ¹	440.00	8.00

Biomass _____ 2.00 Ton

Species _____ Mill delivered less \$ _____ /MBF Mill _____
 Species _____ Mill delivered less \$ _____ /MBF Mill _____
 Species _____ Mill delivered less \$ _____ /MBF Mill _____

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet \$ ___ /MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

Received after 4:00 PM 12/17/13
 (via e-mail) JEM 9EF

Name _____
 Mailing Address _____
 Town, State, Zip _____
 hours _____

RON KIMBALL
 78 HERRICK VALLEY RD.
 POLAND, MAINE 04274

MARK ENVELOPE:
 bid: Town of Raymond
 or email timber@raymond.com

Tel. # _____
 Please provide complete accurate address.

My Bid per MBF and per TON on the Town of Standish Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹	225.00	6
good grade		
pallet grade	75.00	
Hemlock	80.00	8
Red & Pitch		
Spruce		
Red oak		
White oak		
White birch		
Soft maple		
Misc. Hardwood ¹		10.00
Biomass		3.00

Hard Matt Logs 220.00 MBF
 25.00 per cbl Fir/wood

Species All Mill delivered less \$ 175 /MBF Mill Kerber Lumber?
 Species _____ Mill delivered less \$ _____ /MBF Mill _____
 Species _____ Mill delivered less \$ _____ /MBF Mill _____

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet 50 MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

Name

Jordan Tree Harvesters

MARK ENVELOPE:

Mailing Address

Po Box 164

bid: Town of Raymond

Town, State, Zip
hours

Cornish 04020

or email timbergf@aol.com

Tel. #

939-9219

Please provide complete accurate address.

My Bid per MBF and per TON on the Town of Standish Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹		
good grade	\$ 235	\$ 7
pallet grade	\$ 75	
Hemlock	\$ 90	\$ 7
Red & Pitch	\$ 60	\$ 7
Spruce	\$ 100	\$ 7
Red oak	\$ 180 O.F	\$ 9
White oak	\$ 180 O.F	\$ 9
White birch	\$ 180 O.F	\$ 9
Soft maple	\$ 180 O.F	\$ 9
Misc. Hard-wood ¹		\$ 9

Bio chips \$ 2.5 Ton
 Bolt chips \$ 11 Ton
 Firwood \$ 26 per cord
 Isaacson \$ 14 Ton
 Matt logs \$ 230 M.B.F

Species _____ Mill delivered less \$ _____ /MBF Mill _____
 Species _____ Mill delivered less \$ _____ /MBF Mill _____
 Species _____ Mill delivered less \$ _____ /MBF Mill _____

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet \$ ___/MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

Name Andrews Logging
 Mailing Address 24 Gates Hill Rd
 Town, State, Zip W. Paris MS 04289
 hours
 Tel. # 515-2992

MARK ENVELOPE:

bid: Town of Raymond

or email timbergf@aol.com

Please provide complete accurate address.

Raymond

My Bid per MBF and per TON on the Town of ~~Standing~~ Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹	<u>210</u>	<u>3.5 TN</u>
good grade		
pallet grade	<u>65</u>	
Hemlock	<u>75</u>	<u>8 TN</u>
Red & Pitch	<u>65</u>	
Spruce	<u>150</u>	
Red oak	<u>175 OP</u>	<u>10 TN</u>
White oak	<u>175 OP</u>	
White birch	<u>175 OP</u>	↓
Soft maple	<u>175 OP</u>	
Misc. Hardwood ¹		

Veneer 225 Op

Species Pine Mill delivered less \$ 135 /MBF Mill 345 Hancock Lumber
 Species Hard logs Mill delivered less \$ 175 /MBF Mill _____
 Species Veneer Mill delivered less \$ 225 /MBF Mill _____ → Kennebec Lumber

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet \$ ___/MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

Name John Kniel III Logging & Chipping, Inc **MARK ENVELOPE:**
 Mailing Address PO Box 85 **bid: Town of Raymond**
 Town, State, Zip Denmark, ME 04022 or email timbergf@aol.com
 hours
 Tel. # 592-8906
 Please provide complete accurate address.

My Bid per MBF and per TON on the Town of Standish Lots:

Species	\$'s per 1,000 BF	\$'s per TON
White pine ¹		
good grade	220.00	5.50
pallet grade	60.00	
Hemlock	100.00	7.00
Red & Pitch	80.00	
Spruce	120.00	
Red oak	250.00	
White oak	100.00	
White birch	150.00	
Soft maple	100.00	
Misc. Hardwood ¹		10.00
Biomass		4.00

Species _____ Mill delivered less \$ _____/MBF Mill _____
 Species _____ Mill delivered less \$ _____/MBF Mill _____
 Species _____ Mill delivered less \$ _____/MBF Mill _____

¹ You may bid for sawtimber on a per grade basis. Let us know what the specifications are of the mill to which the logs will be delivered. A minimum price per MBF must be set for hardwood sawlogs. Hardwood pallet \$ _____/MBF minimum.

Price is a major factor in this bid. However, quality of work is also important as is utilization for highest and best use for the landowner.

TIMBERSTATE G. INC.

LICENSED PROFESSIONAL FORESTERS

Cliff Foster - Greg Foster - P.O .Box 157 - Gray, Maine 04039-0157

Office: (207)-657-4441 - Fax - 657-4441 Cliff: (207)-657-4756 – Greg (207)272-4270

Timber Sales

Timber Appraisals

Conflict Resolution

Management Plans

General Forestry Management

Third Party Scaling & Quality Control

MEMBER: SWOAM

Maine Tree Farm Program

Society of American Foresters

Maine Forest Products Council

Association of Consulting Foresters

Brown and Brown Trucking
94 Country Club Road
Norway, Maine 04268

December 26, 2013

Congratulations on your winning bid to harvest the timber on forest property owned by the town of Raymond. I will be recommending to the Selectmen that we award the timber sale to Brown & Brown Trucking. The final decision is obviously the selectmen's, and if anything changes about this result, I will be informing you and other bidders. I have enclosed the bid results of all that bid on this sale.

Gregory E. Foster

Town of Raymond timber sale bid results
12/26/13

Brown & Brown Trucking
Norway

Good White Pine	\$235.00/Mbf
Pallet White Pine	80.00/Mbf
Hemlock	105.00/Mbf
Red & Pitch Pine	100.00/Mbf
Spruce	210.00/Mbf
Hardwood Sawlogs	145.00/Mbf
	to cut yard & deliver
Minimum Hardwood Price	75.00/Mbf
Matt Sawlogs	250.00/Mbf
Firewood	30.00/Cord
Hardwood Pulpwood	12.00/Ton
Pine Pulpwood	6.00/Ton
Hemlock Pulpwood	8.00/Ton
Biomass Fuel Chips	5.00/Ton

Jordan Tree Harvesters
Cornish

Good White Pine	\$235.00/Mbf
Pallet White Pine	75.00/Mbf
Hemlock	90.00/Mbf
Red & Pitch Pine	60.00/Mbf
Spruce	100.00/Mbf
Hardwood Sawlogs	180.00/Mbf
	to cut yard & deliver
Hardwood Logs to Issacson	14.00/ton
Matt Sawlogs	230.00/Mbf
Firewood	26.00/Cord
Hardwood Pulpwood	9.00/Ton
Pine Pulpwood	7.00/Ton
Hemlock Pulpwood	7.00/Ton
Biomass Fuel Chips	2.50/Ton
Biomass Bole Fuel Chips	11.00/Ton

Western Maine Timberland
Freyburg

Good White Pine	\$215.00/Mbf
Pallet White Pine	70.00/Mbf
Hemlock	75.00/Mbf
Red & Pitch Pine	70.00/Mbf
Spruce	100.00/Mbf
Red Oak	250.00/Mbf
White Oak	80.00/Mbf
White Birch	80.00/Mbf
Soft Maple	80.00/Mbf
Minimum Hardwood Price	40.00/Mbf
Hardwood Pulpwood	8.00/Ton
Pine Pulpwood	6.00/Ton
Hemlock Pulpwood	8.00/Ton
Biomass Fuel Chips	2.00/Ton

Andrews Logging
West Paris

Good White Pine	\$210.00/Mbf
Pallet White Pine	65.00/Mbf
Hemlock	75.00/Mbf
Red & Pitch Pine	65.00/Mbf
Spruce	150.00/Mbf
Hardwood Sawlogs	175.00/Mbf
	to cut yard and deliver
Hardwood Veneer Logs	225.00/Mbf
	to cut yard and deliver
Pine Pulpwood	3.50/Ton
Hemlock Pulpwood	8.00/Ton
Hardwood Pulpwood	10.00/Ton

Town of Raymond timber sale bid results
12/26/13

John Khiel III Logging & Chipping Inc.
Denmark

Ron Kimball (submitted after 4:00 pm deadline)
Poland

Good White Pine	\$220.00/Mbf
Pallet White Pine	60.00/Mbf
Hemlock	100.00/Mbf
Red & Pitch Pine	80.00/Mbf
Spruce	120.00/Mbf
Red Oak	250.00/Mbf
White Oak	100.00/Mbf
White Birch	150.00/Mbf
Soft Maple	100.00/Mbf
Hardwood Pulpwood	10.00/Ton
Pine Pulpwood	5.50/Ton
Hemlock Pulpwood	7.00/Ton
Biomass Fuel Chips	4.00/Ton

Good White Pine	\$225.00/Mbf
Pallet White Pine	75.00/Mbf
Hemlock	80.00/Mbf
Hardwood Sawlogs	175.00/Mbf
	to cut yard and deliver
Matt Sawlogs	220.00/Mbf
Hardwood Pulpwood	10.00/Ton
Pine Pulpwood	6.00/Ton
Hemlock Pulpwood	8.00/Ton
Firewood	25.00/Cord
Biomass Fuel Chips	3.00/Ton



*Town Office 655-4742
Fax 655-3024*

*Assessing Extension 25
Code Enforcement Extension 42*

*Fire/Rescue/Dispatch
(non-emergency) 655-7851*

*Public Works Garage
655-2018*

January 10, 2014

Cumberland County
Community Development Office
142 Federal Street, Ste 102
Portland, ME 04101

RE: Planning Grant Letter of Support

To Whom This May Concern:

We are writing in enthusiastic support of the Planning Grant Application that is being submitted to develop a business plan for a possible manufacturing incubator to be located in Raymond. A manufacturing incubator has the potential to have a significant positive economic impact on the Lakes Region and will add to the ongoing business development efforts of the Town of Raymond. We are hopeful that initiatives like this will lead to restoring local manufacturing jobs lost over the past decade.

Thank you for your consideration of the Town of Raymond application when awarding CDBG Planning Grant funding this year.

Sincerely,

Samuel Gifford, Chairman

Lawrence Taylor, Vice Chair

Joseph Bruno, Parliamentarian

Michael Reynolds

Teresa Sadak

**Cumberland County Community Development Program
2014 CDBG Planning Program Application
Community Cover Page**

Project Title Town of Raymond Manufacturing Incubator Planning Project

Lead Community Town of Raymond

Additional Communities N/A

Contact Information Name Danielle Loring, Executive Assistant

Address 401 Webbs Mills Road, Raymond, Maine 04071

Email danielle.loring@raymondmaine.org Tel 655-4742 x 133

Amount of CDBG Funds Requested \$30,000

Total Estimated Project Cost \$31,200

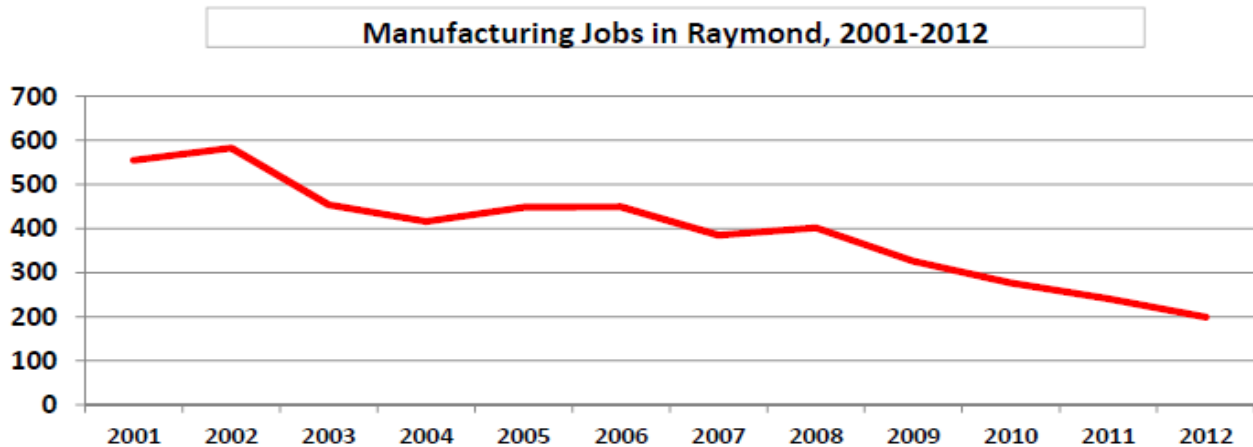
Name of Authorized Official Donald Willard, Town Manager

Signature of Authorized Official 

1. Describe the community problem or needs.

a. *Scope, magnitude, and severity of the problem.*

On April 22, 2013, SPX Corporation of Charlotte, North Carolina, parent company of Dielectric Communications, announced that it would close its plant in Raymond, Maine, resulting in the loss of 55 jobs. Raymond’s largest employer, Dielectric Communications has manufactured radio and television antennas in town since World War II. While the actual shutdown was averted thanks to a merger with a competitor, the announcement was a wake-up call to the community. Since 2001, Raymond has lost 356 manufacturing jobs through plant closures and layoffs.



While the Town of Raymond is powerless to stop the global downsizing of manufacturing, we propose a unique solution to harness the creativity and talent of residents in the Sebago Lake Region who already know how to create products: the creation of a manufacturing incubator in the now vacant, 44,000-square foot former Chipco International Plant located at 1281 Roosevelt Trail. This facility would provide users with access to technology for the design and development of prototypes as well as space for small-to-medium scale manufacturing. The Town is seeking CDBG funds to prepare a business plan for this complex project.

b. *Describe past efforts, if any, to address the problem.*

Over the past decade, Raymond has played a proactive role in economic development through the construction of public infrastructure, including a business corridor water line extension from Windham, as well as sidewalk, and streetscape improvements in the town’s business district along Route 302. In 2001, the town co-sponsored a State CDBG grant for the purchase of machinery and equipment at Dielectric.

The University of Southern Maine (USM) has developed a research & development program called Campus Ventures, which provides manufacturing assistance to businesses utilizing equipment and laboratory space at the university. In the past 3 ½ years, the program has completed 50+ R&D projects and fully-commercialized several exciting technologies. USM, however, lacks a “hand-off” partner to support the growth and success of new start-ups. Through this proposal, Raymond will develop a long-term partnership with USM that will benefit the Sebago Lakes region by leveraging the university’s R&D expertise, network connections, and programming. Indeed, there is already a pipeline of clients in the Campus Ventures program who could serve as potential tenants for the manufacturing incubator.

c. ***Does the problem have specific impacts on low/moderate income households or low/moderate income neighborhoods?***

The manufacturing incubator will help low-to-moderate income residents throughout the Sebago Lake Region start microenterprises that provide them with part-time and full-time employment. Potential users might be unemployed residents laid off from their manufacturing jobs; creative innovators who work in their garages, basements, and barns; or students with a business start-up idea. With access to technology related to advanced manufacturing processes such as 3-Dimensional Printing and CNC machining, users will be able to produce a relatively inexpensive prototype out of wood, metal, plastic, and other materials. Along with access to small business assistance, users will have the “proof-of-concept” necessary to seek financing for their microenterprises or conduct limited manufacturing runs. The proposed facility is also large enough to provide long-term production space for entrepreneurs and microenterprises.

d. ***Why are CDBG funds critical to the planning activity’s success?***

Through the Raymond Revitalization Committee, supported by Raymond’s professional staff and Board of Selectmen, an experienced and knowledgeable group has been assembled and is posed to pursue the creation of the first manufacturing incubator in Maine. These volunteers, including several with extensive, successful entrepreneurial start up experience, need the focus and direction that a professional business plan will provide in order to move forward with this project.

2. **What is the strategy to complete the planning project?**

a. ***Describe the planning tasks to be undertaken***

The Town of Raymond will seek the services of a professional consulting firm to develop the incubator’s business plan, which will include the following components:

- Vision and mission statement
- Market analysis of preferred mix of equipment, services, and clients
- Ownership, governance, and operations plan
- Financial plan for capital, renovation, operations, and maintenance costs
- Preliminary design and layout of facility

b. ***Outline the project’s schedule***

July-September, 2014

- Establish an action team of residents, business leaders, and regional interests
- Disseminate RFP for consulting services
- Hire consultant

October-December, 2014

- Host public meeting
- Develop vision and mission statement
- Visit similar facilities in Maine and other New England states

January-June, 2015

- Develop individual components of business plan

July-September, 2015

- Host public forum

- Publish final report

c. ***Are community partnerships established and engaged in the project?***

The Town of Raymond has developed three dynamic partnerships to move this project forward.

Raymond Revitalization Committee: This group of 30+ business leaders meets on a monthly basis to pursue ideas to improve the town's economic climate and business district.

University of Southern Maine (USM): USM's Campus Ventures Program is committed to helping companies improve their manufacturing processes, democratizing access to 3-D printing technology, and developing a publicly accessible manufacturing incubator in Southern Maine.

Greater Portland Council of Governments (GPCOG): The county's regional planning agency assists the town with specific economic development priorities, including staffing the town's economic development task force.

3. **Convey your community's readiness to proceed.**

a. ***How has the project been conveyed to community residents?***

The Raymond Revitalization Committee has devoted several meetings to the concept. To pursue the project, Town of Raymond staff and volunteers conducted a site visit to USM's College of Science, Technology, and Health, participated in USM's DigiFab Conference on November 1, 2013, and hosted a site visit to the project's location at the former Chipco International Plant on Route 302, which included representatives from the Board of Selectmen, Raymond Revitalization Committee, Cumberland County Government, USM, GPCOG, and Ransom Consulting. In addition, a presentation on the project has been scheduled for the Raymond Board of Selectmen on February 11, 2014, which will be broadcast live on Raymond's local access channel. Letters of support from both the Board of Selectmen and Raymond Revitalization Committee have been included with this application.

The development of a manufacturing incubator has been identified as a High Impact Project in the 2014-2018 Regional Economic Development Strategy produced by the Greater Portland Council of Governments. From 2011 to 2013, over 200 business and community leaders in Greater Portland and the Sebago Lakes region were involved in the development of this plan.

b. ***Are matching funds available for the project?***

Business development experts from GPCOG and the University of Southern Maine have agreed to participate in the planning process, providing professional consulting in-kind services.

c. ***Are staff and/or consultants available to complete the project?***

Yes. The Town of Raymond will provide support through administrative and support services. USM will provide professional staff and faculty expertise as well as student research to plan, implement, and operate the facility. According to USM, the following types of consultants may be interested in submitting proposals on this work: architects; consulting engineers (mechanical, electrical, structural/civil, environmental); and construction managers & subcontractors.

Appendix II: Budget

Planning Grant – Program Budget				
Cost Category	CDBG Funds	Municipal Funds	Other Funds	Total
Consultant Services	\$30,000			
Advertising		\$500		
Public Meetings		\$500		
Printing		\$100		
Mailings		\$100		
Other				
1.				
2.				
3.				
4.				
Total Costs	\$30,000	\$1,200		
Provide the basis for determination of budget amounts:				
<p>The estimates are based off of experience with administering similarly scoped projects.</p>				