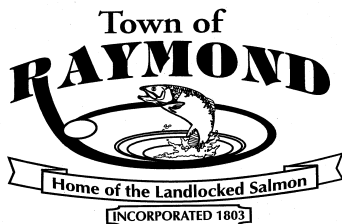


SELECTMEN'S EPACKET
List of Files
February 11, 2014

List of Files	Page 1
Agenda	Page 2-3
Agenda Summary	Page 4-5
Public Hearing Materials	
Tenny River Corridor Project Proposed Warrant Article	Page 6-39
Regular Meeting Materials	
Middle School Advisory Committee Presentation	Page 40-9
LELT LMF Grant Application Sponsorship Request	Page 50-69
RCC Proposed Draft Warrant Article for Community Forest	Page 70
RVL Memorandum of Understanding	Page 71-2
Planning Proposed Warrant Articles	Page 73-109



BOARD OF SELECTMEN

AGENDA

February 11, 2014

7:00 p.m.

Broadcast Studio

423 Webbs Mills Road

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
 - January 14, 2014
- 3) Public Hearing
 - a) 2014 Town Meeting Warrant Article
 - Funding from Open Space Fund for Tenny River Corridor Project
- 4) New Business.
 - a) Informational Presentation Regarding Middle School Advisory Committee- Catriona Sangster, RSU#14 Board of Directors Chair
 - b) Community Forest Project Request for Town Sponsorship of Land For Maine Future (LMF) Grant Application – Carrie Wallia, Loon Echo Land Trust
 - c) Consideration and Approval of Warrant Article Language for Community Forest Project- John Rand, Raymond Conservation Commission Chair
 - d) Discussion and Consideration of Warrant Article Regarding Timber Harvest Revenue- Mike Reynolds, Selectmen
 - e) Consideration of Memorandum of Understanding (MOU) with Raymond Village Library (RVL) – Mike Reynolds, Selectmen
 - f) Consideration of Planning Board Warrant Articles- Danielle Loring, Planning Board Secretary
 - g) Executive Session pursuant to 1 MRSA § 405(6)(A): Personnel Matters
- 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:**
 - March 11, 2014
- 7) **Selectmen Comment**

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

Board of Selectmen Agenda: February 11, 2014

Page 1 of 2

Deadline for March 11, 2014 Agenda: February 28, 2014

8) Fiscal Warrants –February 11, 2014

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

9) Adjournment.

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

Board of Selectmen Agenda: February 11, 2014

Page 2 of 2

Deadline for March 11, 2014 Agenda: February 28, 2014



BOARD OF SELECTMEN AGENDA SUMMARY

February 11, 2014

7:00 p.m.

Broadcast Studio

423 Webbs Mills Road

SELECTMEN'S MEETING

- 1) Call to order.
- 2) Minutes of previous meeting dated:
 - January 14, 2014
- 3) Public Hearing
 - a) 2014 Town Meeting Warrant Article
 - Funding from Open Space Fund for Tenny River Corridor Project

The Selectmen are holding a public hearing for the Tenny River Corridor Project. The Raymond Conservation Commission (RCC) and Loon Echo Land Trust (LELT) have requested that \$15,000 from the Open Space Reserve Fund be allocated toward the purchase of land associated with Phase 1 of the project, located at Tax Map 009, Lots 006 & 006C. All pertinent information has been posted to the website and included in the ePacket. Public Hearing notices have been published in the Lake Region Weekly and the Windham Eagle.

4) New Business.

- a) **Informational Presentation Regarding Middle School Advisory Committee- Catriona Sangster, RSU#14 Board of Directors Chair**

RSU#14 Board of Directors Chair Catriona Sangster will be presenting information regarding the Middle School Advisory Committee. This group is exploring possible locations for a new Middle School. Attached to the ePacket are minutes from the Committee's October, November and December 2013 meetings as well as a list of options that are available presented to the Committee by Lyndon Keck of PDT. Town staff has also met with representatives from the RSU to discuss any locations in Raymond that would meet the lot size and location criteria established by the Committee for a new middle school.

- b) **Community Forest Project Request for Town Sponsorship of Land For Maine Future (LMF) Grant Application – Carrie Wallia, Loon Echo Land Trust**

John Rand and Carrie Wallia presented information regarding a 347 acre community forest to be located off of Conesca Road at the August 2012 and May 2013 Selectmen's meetings. At the May meeting, the Board of Selectmen gave their support for the project as it was presented at that time. The group is now requesting that the Town sponsor the grant application to the Land For Maine's Future (LMF) Program to acquire funds toward the purchase of the land. Attached to the ePacket are the materials from the original request and the draft "Option for Purchase" Agreement, request for sponsorship and the LMF grant application. Also, on the Town's website is information about the project and a public interest survey (<http://www.raymondmaine.org/boards-committees/conservation-commission/projects>).

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

Board of Selectmen Agenda: February 11, 2014

Page 1 of 2

Deadline for March 11, 2014 Agenda: February 28, 2014

c) Consideration and Approval of Warrant Article Language for Community Forest Project- John Rand, Raymond Conservation Commission Chair

Raymond Conservation Commission Chair John Rand is requesting approval of a warrant article allocating \$50,000, \$20,000 from Open Space Reserve Fund and \$30,000 from the General Fund, to go toward the purchase of the Raymond Community Forest off of Conesca Road. Draft article language attached to the ePacket.

d) Discussion and Consideration of Warrant Article Regarding Timber Harvest Revenue- Mike Reynolds, Selectmen

Selectmen Mike Reynolds would like to discuss the possibility of a warrant article for the 2014 Annual Town Meeting to allocate some of the proceeds from the timber harvest toward paying for a Community Survey with the remainder to go to a Raymond conservation or environmental protection fund. It is expected that the timber harvest could generate around \$55,000. A portion of the money will also go towards paying the Project Canopy Grant match, that created the forest management plan; and to the forester Greg Foster, who is administering the timber sale.

e) Consideration of Memorandum of Understanding (MOU) with Raymond Village Library (RVL) – Mike Reynolds, Selectmen

The Library Board of Trustees is expressing interest in entering into a Memorandum of Understanding (MOU) between the Town and Raymond Village Library (RVL). Selectmen representative Mike Reynolds will be presenting that possibility, including a draft MOU from RVL Trustees (attached to the ePacket).

f) Consideration of Planning Board Warrant Articles- Danielle Loring, Planning Board Secretary

Planning Board Secretary Danielle Loring will be presenting the warrant articles recommended by the Planning Board for inclusion on the 2014 Annual Town Meeting Warrant. Attached to the ePacket is a memo from Mrs. Loring regarding the Board's vote and Report as well as the article and a description of proposed changes. Staff is requesting a vote from the Selectboard about whether to include the articles in the warrant as well as a vote of recommendation.

g) Executive Session pursuant to 1 MRSA § 405(6)(A): Personnel Matters

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:

- **March 11, 2014**

7) Selectmen Comment

8) Fiscal Warrants –February 11, 2014

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

9) Adjournment.

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

Board of Selectmen Agenda: February 11, 2014

Page 2 of 2

Deadline for March 11, 2014 Agenda: February 28, 2014

LEGAL ADVERTISEMENT

TOWN OF RAYMOND
Broadcasting Studio
423 Webbs Mills Road
Modular Building
Raymond Maine 04071

BOARD OF SELECTMEN
Public Hearing

Tuesday, February 11, 2014
7:00 P.M.

You are hereby notified that the Raymond Board of Selectmen will hold a public hearing at the **Raymond Broadcast Studio on Tuesday, February 11, 2014 at 7:00 pm** to allow for public comment on the following topic regarding possible Article for 2014 Annual Town Meeting Warrant:

- Allocating \$15,000 Open Space Funds toward the land purchase by Boy Scouts of America (BSA) with a conservation easement to Loon Echo Land Trust (LELT) on River Road associated with Tenny River Corridor Protection Project Phase 1 supported by Raymond Conservation Commission (RCC).

Copies of the project details, related materials and proposed warrant article are available on the Town's website (www.raymondmaine.org), at the Town Office during regular business hours and included in the Selectmen's ePacket released Friday, February 7th, also available online or requested at the Town Office (207-655-4742).

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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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.

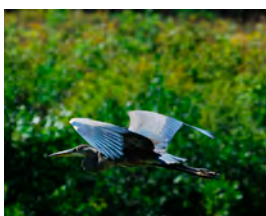
The Tenny River Corridor Protection Project, a collaboration between local landowners, the Pine Tree Council, and Loon Echo Land Trust, plans to protect the land along the Tenny in three phases.



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

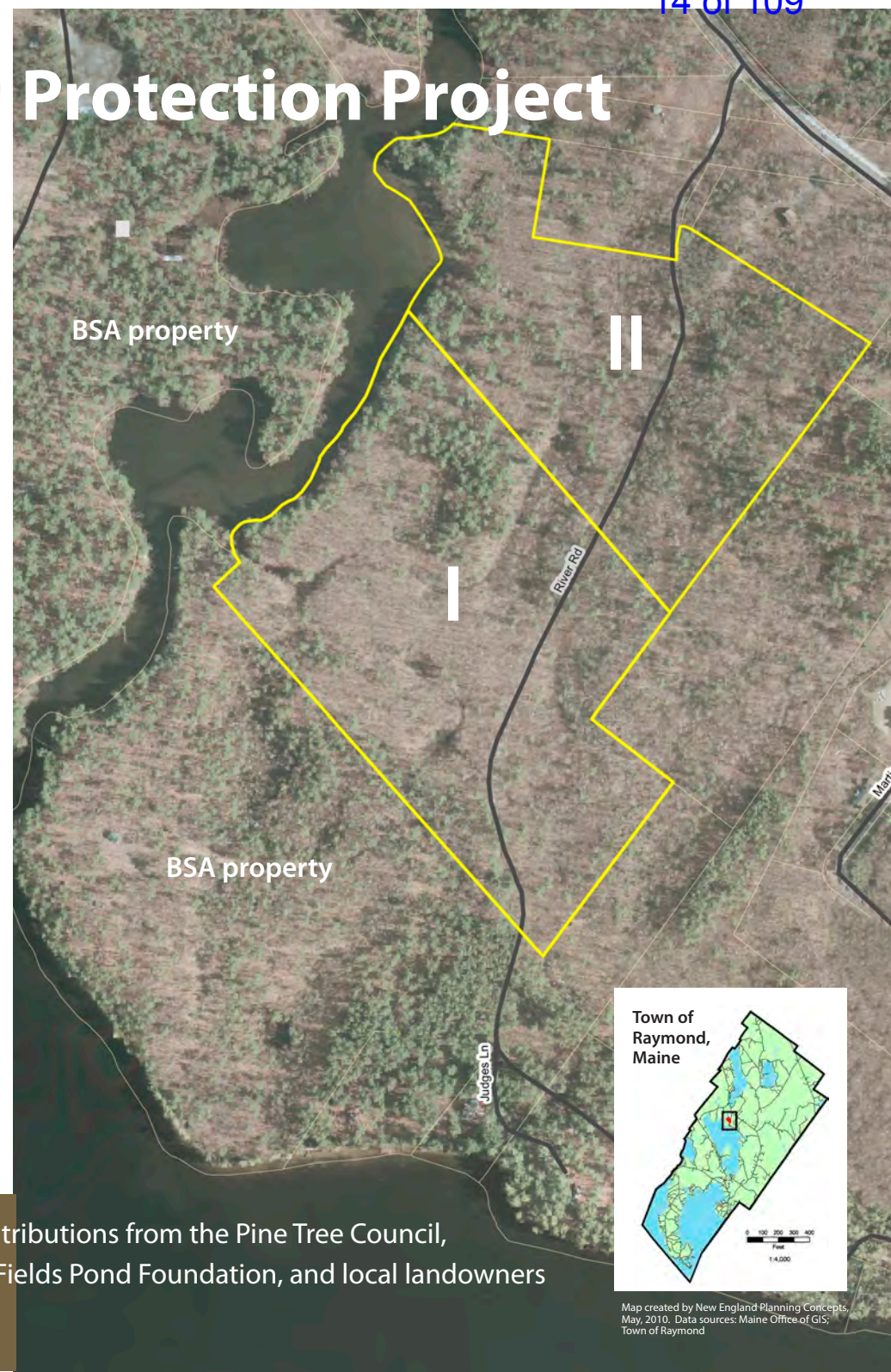


Once the purchase is complete, the BSA will have use of the land for wilderness programs, but the land will be permanently protected by a conservation easement to be held by Loon Echo Land Trust. A similar plan is envisioned for Parcel II, just adjacent to the first parcel (pending discussions with the 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!



Map created by New England Planning Concepts, May, 2010. Data sources: Maine Office of GIS; Town of Raymond

*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@ddlalaw.com



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

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



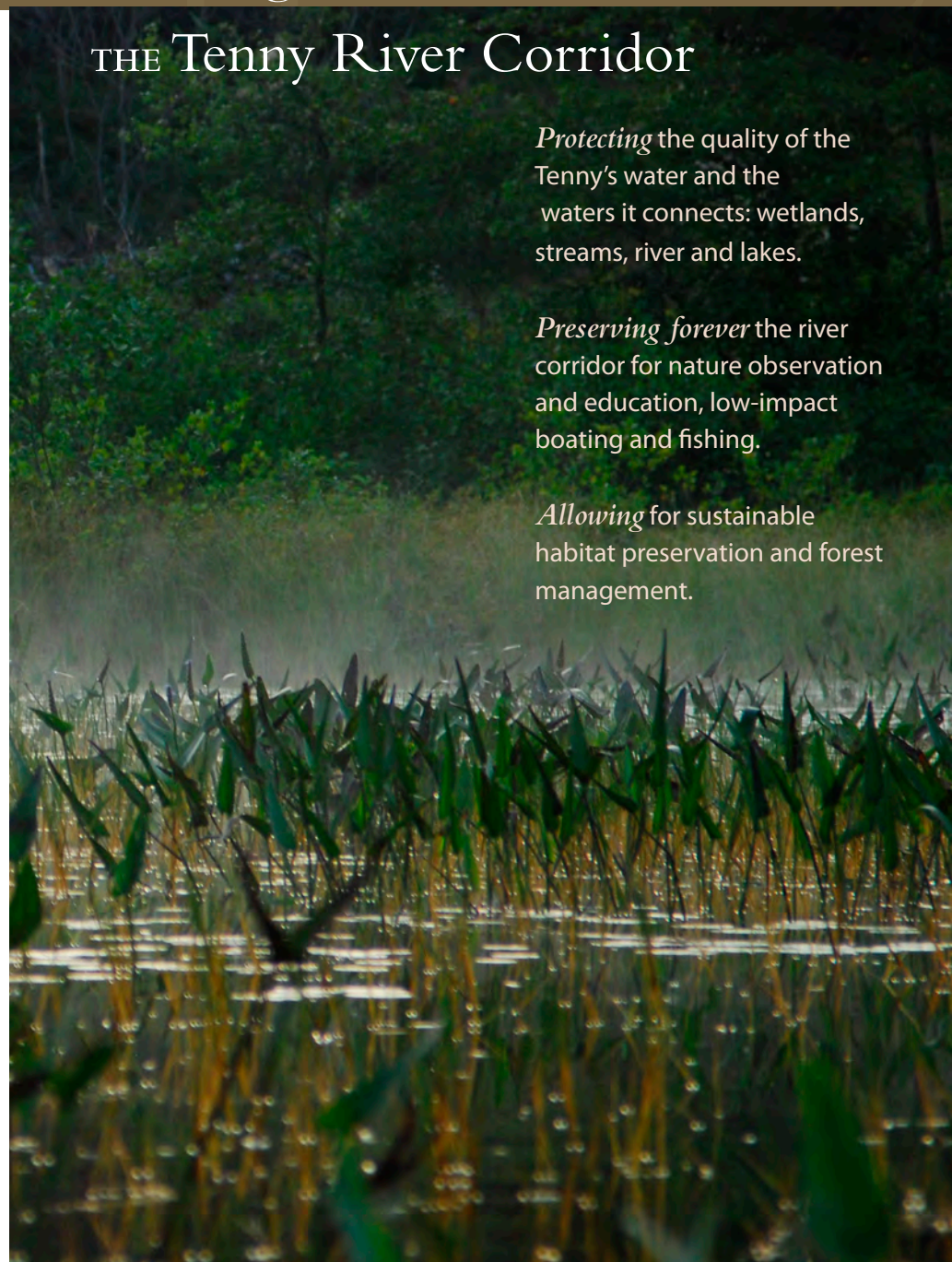
Protecting

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.

DRAFT 02-12-13

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

DRAFT 02-12-13

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

DRAFT 02-12-13

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: _____

DRAFT 02-12-13

***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**

DRAFT 02-12-13

***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

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- Raymond Village Library Presents: Make Your Own Valentine Cards!! (Multiple Dates)
- PUBLIC HEARING: Tenny River Corridor Protection Project

more

Featured Web Content

2013-14 Tax Rate:
\$11.25/\$1,000

THE TOWN OFFICE

WILL RETURN

TO WINTER HOURS BEGINNING FRIDAY AUGUST 30, 2013

Monday closed
Tuesday 8:30 am - 5:00 pm
Wednesday - Friday 8:30am - 4:00 pm

Town Office Directory
Please be aware that the Town Office Extensions have changed. Please view our directory for more information.

Video Streaming
You can now watch Live Meetings on your computer!

Raymond Parcel Maps and Assessing Data in Google Earth!
You can view an overlay of Raymond's property parcel maps in Google Earth with tax assessing data.

Raymond Recycling & Waste
You can view pick up schedules, recycling policies and committee information.

Raymond Village Library
Come see all that the



The Town of Raymond, located in Cumberland County, Maine, welcomes you to our website. Here, residents and visitors can find information on municipal government, town committees and civic organizations.

PUBLIC HEARING: Tenny River Corridor Protection Project
Fri, 01/17/2014 - 10:34am | Danielle Loring

Below is the information regarding the Tenny River Corridor Protection Project. The Conservation Commission (RCC) and Loon Echo Land Trust (LELT) have requested \$15,000 from the Open Space Fund to complete Phase 1 of the project. The Selectmen are holding a Public Hearing on February 11, 2014 for comment before considering the warrant article for the 2014 Annual Town Meeting.

- Proposed Warrant
- Legal Ad and Abutter Notice
- Project Summary
- Town Legal Review
- RCC Approval (April 2012) (November 2013)
- LELT Easement Executive Summary
- LELT Proposed Easement
- Informational Brochure

Meetings
Raymond Conservation Commission - Starting March 7, 2011

Selectmen

- April 10, 2012
- March 5, 2013
- September 10, 2013
- November 12, 2013
- December 10, 2013
- January 14, 2014

The Public Hearing can be streamed live online [HERE](#) and correspondence regarding the project can be sent to [Danielle Loring](#) (danielle.loring@raymondmaine.org). Information received by 2:00pm on February 6, 2014 will be included in the Selectmen's ePacket.

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This Week at a Glance...

January 28, 2014
Conservation-Commission Meeting
7:00pm @ Raymond Broadcast Studio (Rescheduled for February 25, 2014)

January 29, 2014
Planning Board Ordinance Public Hearing
7:00pm @ Raymond Broadcast Studio

Agenda
Materials

February 4, 2014
Special Board of Selectmen Meeting
6:30pm @ Raymond Broadcast Studio

Agenda

February 5, 2014
RSU#14 Board of Directors' Meeting (Windham)
6:30pm @ Windham Town Council Chambers

Agenda
See [Calendar](#) for more event listings.
All meetings are broadcast live and replayed on TWC

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**Middle School Facilities Advisory Committee
Minutes – October 17, 2013**

Present: Catriona Sangster, Chair; Sandy Prince, Superintendent; Donn Davis, Assistant Superintendent; Bill Hansen, Director of Facilities; Kate Brix, School Board; Marge Govoni, School Board; Michelle Jordan, Windham Resident; Tammy Hamilton, Raymond Resident; Jennifer Moore, Raymond Resident; Dave Nadeau, Windham Resident; Randy Crockett, Principal – JSMS; Charlie Haddock, Principal – WMS.

Introductions were made and Catriona read the Middle School Advisory Committee's Charge:

To investigate and consider additions and/or renovations to the current middle schools (Jordan-Small Middle School in Raymond and Windham Middle School in Windham) that would support high-performing middle-level educational programming in our two communities. Further, to investigate and compare any proposed changes to the existing middle schools to that of a new, consolidated middle school that supports high-performing middle-level educational programming in an efficient and cost effective manner.

This Advisory Committee will be looking at both buildings – making an assessment of needs – looking at new construction and other options – doing cost analysis. We will also be looking at how the educational programming will be affected.

Time commitment for members of the Committee is once a month and we agreed to meet on the third Thursday of the month. Dates for the next few meetings are: November 21; December 19; January 16; and February 27.

The Advisory Committee has been authorized by the School Board to make a recommendation(s) to the School Board that supports high-performing middle-level educational programming in an efficient and cost-effective manner in the late winter early spring of 2014. The School Board will take the recommendation(s) under advisement and determine “next steps” beyond the advisory committee's recommendation(s).

It is likely that the Committee will have sub-committees as we move forward with our assessment of needs.

Catriona gave an overview of the status of past District facilities initiatives leading to the current charge from the Board to this Committee. A lot of the work that was previously done will be helpful to us. There are also studies that have been done that will inform our work. The RSU #14 two middle schools are the oldest buildings in the District and need the most work. The State put us very low on the list when we applied for funding for a new middle school as there were districts with more urgent needs. We are now at a point where we really need to do something about our middle schools.

Michelle asked if we move ahead, will we be taking into account the effect on the other schools in the District. Yes, we will. Will we be looking at other information on the buildings other than capacity? Yes.

We had a short discussion on enrollment predictions from consultants and using our own predictions based on our enrollment history.

We agreed that this will be tough work for us as it can get emotional. We need to be sure to broaden our perspective and think about all students in the District. We will continue to get input from experts so we can make informed and educated decisions.

Middle School Facilities Advisory Committee – Minutes October 17, 2013

Kate asked what/how will we communicate and how often. We will send out on ListServes and put in the local papers that we have formed this committee and what the charge is. It was agreed that we need to do a lot of communications to the public and we will use the schools' *Eagle News*; the local paper *Eagle News*; the Town cable stations; any other avenues that we can come up with.

Dave asked “What does ‘operating at capacity’ mean? A certain percentage?”

Donn told us that the answer wasn't what we necessarily wanted to hear. Capacity is ruled by certain laws with what the State allows. We still have the responsibility of money. The State only approves what is in front of them and don't let us build for the future. We need to educate the public that if a certain thing isn't done, this is what it will cost – using different scenarios that we find as we move forward.

Rather than writing paragraphs when communicating with the public, we will use bullets to update them. This format will be easier for them to read and still give them information they need. The public will be given the opportunity to ask questions as we move forward by contacting Donn Davis at ddavis@rsu14.org

It was decided that Jennifer Moore and Michelle Jordan will be Co-Vice Chairs. Subsequent to the meeting Kate Brix, School Board Member, agreed to serve as Chair of the Communication Subcommittee of this group and Tammy Hamilton agreed to serve on the subcommittee.

The agenda for the next meeting will include:

- Site walks as a Committee so everyone sees the same things. We'll ask Gary Harriman, RSU #14 Videographer, if he can video some things also.
- Sharing data
- Communication piece in the classroom
- Setting the next agenda

Middle School Facilities Advisory Committee**Minutes – November 21, 2013**

Present: Catriona Sangster, Chair; Sandy Prince, Superintendent; Donn Davis, Assistant Superintendent; Bill Hansen, Director of Facilities; Kate Brix, School Board; Michelle Jordan, Windham Resident; Tammy Hamilton, Raymond Resident; Jennifer Moore, Raymond Resident; Kim Hartwell, Windham Resident; Valerie Hammett, Teacher – JSMS; Peg Brown, Teacher – WMS; Randy Crockett, Principal – JSMS; Charlie Haddock, Principal – WMS; Ed Gagne, Raymond Unable to Attend: Marge Govoni and David Nadeau

The Committee started the meeting at Field Allen School where Bill Hansen gave a tour of the building and explained some of the challenges we face with a building built in 1946 and added onto in 1952. There is no cafeteria at Field Allen School – only classrooms. The building currently houses only the 6th grade class and does not have any lockers. Students must go over to WMS for lunches and specials (physical education; art, etc.). Field Allen still has the original windows and some of the electrical is the same. The roof has been replaced. The heating system is the original steam heating system that was converted to hot water and the heat is not evenly distributed. It is often much warmer or much colder near the outside walls than in the middle of the classrooms. The lighting is fluorescent and does not provide good, even lighting. There is some technology wiring in the building. There are large roof drain pipes in many of the rooms for draining the roof. When the roof is draining, you can hear the water running through the pipes.

Field Allen is connected to the main building's paging system for emergencies, access control, and lockdowns, etc. The building also has its own security system and Fire Alarm System.

Challenges faced at Field Allen are: heating system; single-pane windows; original building envelope, many original lighting fixtures; electrical capacity for outlets, original electrical wiring; limited thermal insulation in walls and ceilings; no sprinkler system; the requirement for students to travel outside from FA to WMS for lunch and specials; only one teacher bathroom; not ADA compliant; classroom doors must be locked from the outside and then shut to be locked.

The Committee proceeded to the Windham Middle School for a tour. The heating units in the gym, classroom, and office spaces are all the original units installed in 1977. The gym and cafeteria roofs were replaced in the last two years and the structure upgraded to today's snow load requirements. The boiler room has the original water heater. There are pneumatic heating controls in about 1/3 of the building that do not allow for scheduling the "up and down" of temperature and are not energy efficient.

The cafeteria is a good size but because of the number of students there are three lunches each day. The orchestra meets in the cafeteria for classes. The kitchen is a good size and is the kitchen in the District that does the catering for special occasions hosted by the District.

The front office needs to be rebuilt for security reasons.

Classrooms have a higher CO² levels in the winter because of the limited outside air capabilities of the heating and ventilation systems. Some work has been done to alleviate this problem.

The section of the building from the location of the Guidance Office toward the gym has had new automatic doors installed that can be closed and locked from the Main Office in case of an emergency.

**Middle School Facilities Advisory Committee – Minutes
November 21, 2013**

The upstairs of the classroom section has new bathrooms. The classrooms are small and have very limited windows. The windows that are there do not operate very well or have been fastened shut due to mechanical issues with the windows. The windows are the original units installed at construction in 1977.

Portions of the mansard roof needs to be replaced and improvements in the building envelope and insulation are recommended. There is a potential that additional structural work may be required when the roof is replaced to meet the current snow load requirements.

When the tour of Windham Middle School was over, the Committee traveled to Jordan-Small Middle School for a tour.

The challenges at JSMS are the older electrical, the boiler, and the inverted roof – all are old and need to be replaced. Some of the windows have been reflashed but the rest need to be done. Approximately 1/3 of the remaining building exterior needs to be restored.

The gym is a very good size and in excellent condition. The cafeteria is adequate for the size of the school. Many of the school classrooms have odd shapes as the school had been an open concept and then walls constructed to make traditional classrooms. The size of classrooms is more than adequate for the number of students.

Our **next meeting** will be on **December 19 at the District Office 6-9 pm** Colonial Conference Room (upstairs conference room). Lynden Keck from PDT Architects will join us. Mr. Keck was involved with the building of the High School and has done research for us on our other buildings.

2013-2014 Middle School Facilities Advisory Committee

Minutes—December 19, 2013

Present: Catriona Sangster, Chair; Sandy Prince, Superintendent; Donn Davis, Assistant Superintendent; Bill Hansen, Director of Facilities; Kate Brix, School Board; Michelle Jordan, Windham Resident (arrived at 7:00 PM); Tammy Hamilton, Raymond Resident; Kim Hartwell, Windham Resident; Valerie Hammett, Teacher – JSMS; Peg Brown, Teacher – WMS; Randy Crockett, Principal – JSMS; Charlie Haddock, Principal – WMS; Ed Gagne, Marge Govoni, School Board and David Nadeau, Windham Resident (Left due to commitment at 6:55 PM)
Unable to Attend: Jennifer Moore and Joyce Logan (scribe)

Chair Catriona Sangster called the meeting to order at 6:10 PM.

Catriona introduced Lyndon Keck, Architect and Principal of PDT Architects, to outline various building conditions. It was noted that Mr. Keck has designed many Maine school buildings across the State, including some of the Windham sites. Additionally, PDT Architects has provided various building reports for both the Windham and Raymond communities. Following is a summary of Mr. Keck's overview.

Overview of the building conditions of Jordan Small Middle School (JSMS), Windham Middle (WMS) and the Field Allen School (FA S).

JSMS –

- Was initially an elementary school. Subsequent renovations transformed the school into a middle school – renovated in the 1980s.
- Small scale – feels like an elementary school. The school will not support all Windham and Raymond middle level students.
- The school is on a small site – 10 acres. The State recommends a 25 acre site plus 1 acre for each 100 students. Site is too small for all MS students in the district.
- The topography of the site is flat – creating poor drainage.
- The school building is 52k square feet.
- The design capacity of the school is 350 students - State guideline for new middle schools – (150 sq. feet per student – middle schools are being built larger than that since 1990s – 155-180 sq. f.t per student. Westbrook middle - 600 students – at a cost of \$33,673,000 – includes 220 sq. ft. per student.)
- The school building is currently underutilized with fewer than 200 students.

WMS –

- The school was built in 1977 – built with a 40 year life cycle. The school was not particularly well built and has met its' useful life cycle.
- The school is on a small site--14.5 acres (see comment above regarding State guidelines). An application was submitted to the State seeking State funds to build/renovate the school recently. The State did not rate the need as high as other school needs across the State and the application was ranked 43 out of 71 applications. The ranking is more a function of the dire need building needs across the State than our application submittal.

- The State intends to honor only 6 applications and it may be years before applications are opened again.
- The Academic side of the building has a lot of wood framing – classrooms are too small functionally.
- Due to the building construction it is not a good candidate for renovation.
- The school is also tight up against property lines limiting outside vehicular and pedestrian traffic, sports, etc.
- Safety on the site is compromised as people must cross driveways to get to playing fields. It would be a challenge to build new school on the same site – campus is small.

Field Allen-

- The school was built in 1953 as an elementary school.
- All of the systems have gone past their useful life – some updates/renovations have been accomplished to keep the building viable.
14k sq. f.t (150-160 student capacity).
- The school is somewhat “in the way” via the road into the campus and general campus safety, etc.

Manchester-

- Single story school – built as open plan school and renovated in 1999/2000.
- Not rugged – not well built – all dry-wall. Adequate as an elementary school but not built for the rigors of middle school students.
- The school is on a flat site.
- The site is situated on 20-29 acres with little road frontage.

Review of Demographic Data by Planning Decisions –

- 2012 – study done by Planning Decisions, Inc.
- Cohort survival predictions are difficult to fully rely on as they include live-birth predictions and it is difficult to project those that will move into---or out of---a community. Still, but we do the best we can predicting enrollments with the data that we can collect.
- In general, the study shows declining student population in Raymond and flat or declining populations in Windham

Middle School Major Study Options as prepared by PDT Architects

- These options were developed by Lyndon Keck of PDT Architects to simply aid the committee in its consideration of formulating a future recommendation(s). They were developed for discussion purposes only. No recommendations or decisions have been made at this time.

See attached document entitled RSU 14 Middle School Study Options.

Financial Considerations-

- State funding unlikely for the next 15-20 years.

- 2014 construction costs – a neighboring community recently constructed a 900 student middle school for \$34 million – the community already owned the land and some additional expense was added due to adding municipal space needs.

Scheduling implications-

- Study and concept design – 12 months
- Prepare for a referendum – 6-8 months to communicate that to the community before going to referendum.
- If the referendum passes – 10-12 months in developing construction drawings and gaining construction permits.
- 2 years to build the school (possibly 18 months for option 1).
- Time elapsed is approximately 5 years.

Action Steps:

The School Board members will explore the process by which they may seek to learn of possible parcels of land that may be available in the communities of Windham and Raymond.

We will order an update of the Planning Decisions report to gain a better understanding of demographic considerations.

Staff will prepare financial data regarding the cost of maintaining the two middle schools and will compare the life cycle costs of the existing buildings to that of a possible new school.

We will communicate the legal process of school idling/closing.

Agenda items for January 16th:

Begin to flesh out the many different possibilities and determine what additional information we might need for scenarios we want to more seriously consider.

Future Meetings: Jan 16th, Feb 27th, March 27th

RSU 14
MIDDLE SCHOOL STUDY MAJOR OPTIONS

December 19, 2013

	<u>Acres</u>
<p>1. <u>Option 1:</u> Phased replacement plan at existing Windham Middle School site</p> <p><i>Advantages:</i></p> <ul style="list-style-type: none"> • <i>Allows for more economical master plan with phased construction spending.</i> • <i>Allows original 1977 building to stay in operation while first phase classroom addition is being build.</i> • <i>No loss of athletic fields.</i> • <i>Final design combines students from both towns.</i> • <i>Allows middle school students to walk over the high school for programs and facility resources.</i> • <i>Allows middle school to use campus-wide athletic facilities.</i> <p><i>Disadvantages:</i></p> <ul style="list-style-type: none"> • <i>Field Allen would have to be demolished to allow for construction of classroom wing.</i> • <i>Gymnasium and cafeteria wings would be approximately 40 years old at the end of Phase 1.</i> • <i>The middle school building would remain tight to the property line bounded on two sides by parking and campus driveway.</i> • <i>Small, tight site.</i> 	10.5
<p>2. <u>Option 2:</u> New middle school on baseball and softball field at existing Middle School</p> <p><i>Advantages:</i></p> <ul style="list-style-type: none"> • <i>Larger, final site at 19 acres.</i> • <i>Construction can occur without disruption to Field Allen or Windham Middle School.</i> • <i>Final design combines students from both towns.</i> • <i>Allows middle school students to walk over the high school for programs and facility resources.</i> • <i>Allows middle school to use campus-wide athletic facilities.</i> <p><i>Disadvantages:</i></p> <ul style="list-style-type: none"> • <i>Probable loss of one baseball field, possibly two.</i> • <i>Expensive solution for new school.</i> 	19
<p>3. <u>Option 3:</u> New middle school on former Strout property</p> <p><i>Advantages:</i></p> <ul style="list-style-type: none"> • <i>Construction can occur without disruption to Field Allen or Windham Middle School.</i> • <i>Final design combines students from both towns.</i> • <i>Allows middle school students to walk over the high school for programs and facility resources.</i> • <i>Allows middle school to use campus-wide athletic facilities.</i> 	10

Disadvantages:

- *Probable loss of one practice field. Probable loss of one baseball field, possibly two.*
- *Unrealistic walk between middle school and high school for sharing of resources.*
- *More expensive project.*
- *Small site at 10 acres.*

4. **OPTION 4:** New middle school at Windham Public Works site

20

Advantages:

- *Larger, final site at 20 acres.*
- *Construction can occur without disruption to Field Allen or Windham Middle School.*
- *Final design combines students from both towns.*
- *Allows middle school to use campus-wide athletic facilities with bridge access.*

Disadvantages:

- *Public Works has to move.*
- *RSU doesn't own Public Works.*
- *Unrealistic walk between middle school and high school for sharing of resources.*
- *More expensive project.*
- *Possible stream and wetland restrictions.*
- *Possible contaminant problems.*

5. **OPTION 5:** Major additions to Windham High School creating combined middle and senior high school

12

Advantages:

- *Allows for sharing of infrastructure items such as maintenance and utilities.*
- *Easy sharing of high school resources for middle school students: theatre, music and STEM program resources.*
- *No disruption to Field Allen or the Windham Middle School.*

Disadvantages:

- *Creates very large building with 2,000 students.*
- *Building is tight against all roads and boundaries.*
- *Requires displacement of high school parking*
- *Unavoidable mixing of 6th graders with 12th graders.*
- *Exceptionally large student population in one building.*
- *Major disruption to parking during construction.*
- *Small site for school and parking at 12 acres.*

6. **OPTION 6:** New middle school at Manchester Elementary School location

23

Advantages:

- *Larger, final site at 23 acres.*
- *Construction can occur without disruption to Field Allen or Windham Middle School.*
- *Final design combines students from both towns.*

Disadvantages:

- *Probable loss of one baseball field, possibly two.*
- *No sharing of high school resources and facilities.*
- *Displacement of 5th and 6th graders.*
- *Build new elementary school.*
- *Very expensive solution: 2 school problem.*
- *Doesn't solve Windham Middle School problems.*

7. **OPTION 7:** New middle school at unknown, new site between Windham and Raymond 34*Advantages:*

- *Larger, final site.*
- *Construction can occur without disruption to Field Allen or Windham Middle School.*
- *Final design combines students from both towns.*

Disadvantages:

- *Most find acceptable site.*
- *Expensive solution.*
- *No sharing of athletic fields.*

8. **OPTION 8:** Continue to run two middle schools at existing locations.*Advantages:*

- *Lowest cost option.*
- *No disruption to students and staff.*

Disadvantages:

- *More expensive to operate and maintain.*
- *No opportunity to bring the two middle schools together.*
- *Separate athletic and afterschool programs.*
- *Doesn't solve 40 year old life cycle problem at Windham Middle School.*

9. **OPTION 9:** Continue to run two middle schools with different education paradigms, i.e.:

- Expeditionary learning middle school
- Traditional house cluster middle school

Advantages:

- *Low cost option.*
- *No disruption to students and staff.*

Disadvantages:

- *More expensive to operate and maintain.*
- *No opportunity to bring the two middle schools together.*
- *Separate athletic and afterschool programs.*
- *Doesn't solve 40 year old life cycle problem at Windham Middle School.*

Raymond Community Forest Project
Request to the Raymond Board of Selectmen to Sponsor the Land for Maine's Future Application
February 11, 2014

The Raymond Community Forest Project was presented by the Raymond Conservation Commission (RCC) and Loon Echo Land Trust (LELT) to the Raymond Board of Selectmen (RBOS) on August 14, 2012 and May 14, 2013. The project includes 347 +/- acres of forestland in North Raymond located on Conesca Road, including the cliffs and summit of Pismire Mountain, currently owned by Hancock Land Company.

The presentations described the relation to the Raymond Open Space Plan and LELT's interest to partner with the Town to help it acquire and create a community and recreational forest project. Ownership models, budget and timelines were reviewed. The RBOS voted unanimously (with one abstention) to support the acquisition and ask its residents at 2014 town meeting for a \$50,000 appropriation and then at 2015 town meeting to own the land subject to a conservation easement held by LELT. Preliminary timber harvest projections suggest that long-term forest management would offset the loss in property tax revenue, and additional income may be generated to help support the management of the property. The RCC also held a town-wide survey in May of 2013 that demonstrated strong public support for this project.

In June of 2013 LELT signed an option agreement with HLC with favorable terms that require the parties to raise \$570,000 to purchase the land, fund legal and other transaction expenses and fulfill endowment goals. RCC and LELT are working to raise enough funds to confidently exercise the option to purchase the land before the deadline of December 31, 2014. Then an additional full year will be granted by Hancock before the closing takes place, giving the parties additional time to complete the local fundraising campaign. Exercising the agreement in 2014 depends on successfully receiving three major sources of support; US Forest Service grant, Land for Maine's Future (LMF) grant, and a Town appropriation.

LELT submitted the US Forest Service grant in January (\$100,000 request), and soon the LMF grant is due. LELT is requesting that the Town be the primary applicant to the LMF grant. The attached Inquiry Form is due in late February, and the final application in late March. LELT would draft these forms and proposals for review by the RCC Chair and Town Manager (suggested approach). One reason for having the Town sponsor the LMF application is that it would demonstrate strong local support and residents will likely approve owning the land.

A state agency needs to sponsor each LMF application. LELT has contacted the Department of Agriculture, Conservation and Forestry and they are willing to be the sponsor of a \$200,000 grant proposal. They note that they need to hold a site walk first, and that this project would compete at the local level as a conservation and recreation project. If funded, the state department requires that a binding project agreement be signed, annual reports be submitted, and that they be a third party holder to the conservation easement with LELT.

Appendix A

Inquiry Form

Conservation and Recreation Lands and Water Access Projects

POTENTIAL PROJECT INFORMATION:

Property name: _____ Date: _____

Property Location: Municipality: _____ County: _____

Landowner: *(please list full name and mailing address of landowner):*

Name: _____

Mailing Address: _____

Town & State: _____

(Tel. #) _____ (Fax #) _____ (E-Mail) _____

Inquiry Contact Person: *(please list full name and mailing address)*

Name: _____

Mailing Address: _____

Town & State: _____

(Tel.#) _____ (E-Mail) _____

Potential Partners *(e.g. Conservation Commission, Federal Agency, local Land Trust or Non-profit Org.)*
(Mailing Address, telephone #, fax #)

Project Size *(Total acres)* _____ with Shoreland *(Length of frontage)* _____

Major Land Categories: *(Please check all of the land categories that apply.)*

- ☐ Recreation Land
- ☐ Water Access Land - ☐ Inland ☐ Coastal
- ☐ Areas of Scenic Interest and Prime Physical Features
- ☐ Lands Supporting Vital Ecological or Conservation Functions and Values
- ☐ Rare, Threatened or Endangered Natural Communities, Plants or Wildlife Habitat
- ☐ Farmland and Open Space *

***Note:** If the primary purpose is to protect working farmlands use the **Farm Inquiry Form**.

**Raymond Community Forest Project Proposal
to the Raymond Board of Selectmen
Presented by Loon Echo Land Trust and the Raymond Conservation Commission
May 14, 2013**

The Raymond Community Forest Concept Project was first presented to the Raymond Board of Selectmen on August 14, 2012. The presentation and handout detailed the 347 +/- acres of forestland in North Raymond located on Conesca Road (see attached Map) which is owned by Hancock Land Company (HLC). The presentation described the Raymond Conservation Commission's (RCC) interest in the property since 2007 and recent communications with Loon Echo Land Trust (LELT) and HLC to advance a potential community forest project.

The Selectmen asked for more information, mainly on the strategy (how to secure the land), project budget, ownership and potential income sources that the property may provide in the long term. Since then the RCC and LELT have met on several occasions to advance these issues to have a definite proposal to the Selectmen.

LELT has a history of successfully negotiating and carrying out contracts with timberland owners on behalf of, and in partnership with, towns in the Lake Region. It is important that LELT gains the Selectmen's commitment to sharing the efforts to carry out this project to the best of the partners' abilities.

Strategy to Secure the Land:

LELT and HLC split the costs of conducting an appraisal to determine the fair market value of the property. The appraisal showed an average value of \$1,611 per acre. LELT and HLC have negotiated a sale/purchase price of \$1,450 per acre.

The LELT Board has approved entering into a low-risk option agreement with HLC. HLC has asked that the parties agree to such terms by May 31, 2013. LELT would be the party to enter into the agreement and pay a deposit of \$1,000. LELT, with the support of Raymond, would have until December 31, 2014 to exercise the agreement. If exercised, the property must be purchased within one year, by December 31, 2015. HLC understands that this project is heavily dependent upon securing several major grants that are highly competitive in nature.

Project Budget:

Expenses

\$506,000	Land purchase
\$15,000	Transaction related fees (boundary survey, appraisal, legal, title, closing costs)
\$15,000	Administration, fundraising
\$5,000	Management planning
<u>\$30,000</u>	<u>Endowment(s)</u>
\$571,000	Total estimated expenses

Income

\$400,000	Major and minor grants
\$50,000	Town of Raymond
\$121,000	<u>Private fundraising campaign, local drives, etc.</u>
\$571,000	Total estimated income

Timeline (Summarized):**2013**

- February/March – RCC and LELE form strategy. Purchase terms negotiated with HLC.
- May 14- Selectmen review and comment on the proposal (goal = preliminary endorsement of project). RCC and LELE provide further information if needed.
- May 31- LELE and HLC sign the low-risk option agreement;
- Summer/fall- Write grant to the US Forest Service Community Forest Grant, pending Congressional budgeting and grant announcement;
- December- Write grant to the Land for Maine’s Future Program, pending grant announcement;

2014

- Spring- Learn the results of the two major grant applications; determine if parties are to proceed with agreement based on grant application results. If favorable...;
- Spring- LELE and Town enter into a Letter of Understanding, roles are defined; Hold informational meetings as necessary/desired;
- June- Raymond Town Meeting, vote to allocate funds to project;
- Summer/Fall- Meet with select major donor prospects to gain commitments to the project;
- Summer/Fall- Continue to write smaller support grants;
- December- Exercise the agreement only if ample funding is committed.

2015

- Year-round- Conduct town-wide campaign to fulfill the project budget;
- December- Purchase the land; develop a management plan and conservation easement.

Ownership Model:

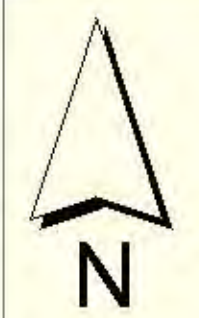
To advance the recommendations in Raymond’s Open Space Plan and to have a signature conservation and recreational property in Raymond, it is recommended that the Town own and manage the property as a community forest and LELE hold a perpetual conservation easement on the land. This model will allow both parties to commit to conserving the land for the benefit of the public, while working in partnership to care for the land and monitor its uses. The Town will benefit from the long-term income source in the form of commercial forest management returns. An estimate of long-term forest income is summarized below. Such income would offset losses in property tax revenue plus give additional income for managing the land or other Town projects/programs during years where more substantial timber harvests take place. The Town’s decision to own the property may be made after the option agreement is signed, as LELE is willing to sign the agreement while giving the Town ample time to consider community forest ownership and management.

Estimate of Forestry Returns:

Based on a preliminary tour of the land in Fall 2012 it was estimated that approximately 300 acres could be ready for selective cutting in 10 years, having been harvested four to five years ago. A selection cut that took 30% of the timber would be possible. Based on an estimate that \$250/acre of wood value is currently on the property, the revenue in 10 years is estimated to be $0.3 \times \$250/\text{acre} \times 300 \text{ acres} = \$22,500$, or \$2250/year. Considering that the current tax revenue from the property (which is in Tree Growth) is \$2,358, and assuming a selection cut every 10 years, the timber revenue appears capable of substantially offsetting most of any tax revenue that would be lost under town ownership.

Management Considerations: Management of the land would start with the recommendations outlined in a future forestry, wildlife habitat and recreational management plan. It should be developed around the time the land is purchased. The management of the land may be minimal to moderate in effort if the trails that are constructed are to be un-surfaced, which is most suitable for low-impact uses such as walking, hiking, snowshoeing and cross country skiing. The existing ATV trail that extends from private property to the top of Pismire Mountain should be maintained and managed in partnership with the neighbors and/or clubs that have developed the trail system. There should be a designated parking area and a map made showing the trails and parking area. The property boundaries will need to be maintained and repainted at least every 10 years.

The budgeted endowment would assist both the Town and LET in such maintenance and monitoring efforts. It is suggested that monies raised for the endowments be equally split and then invested by each party according to their own investment policies. The interest earned on the investments would support annual management expenses incurred by the Town and annual conservation easement monitoring and reporting expenses incurred by LET.



THIS MAP IS PREPARED FOR THE INVENTORY OF REAL PROPERTY WITHIN THE TOWN OF RAYMOND AND IS COMPILED FROM RECORDED DEEDS, PLATS, TAX MAPS, SURVEYS, PLANNING TRIC MAPS, AND OTHER PUBLIC RECORDS AND DATA. USERS OF THIS TAX MAP ARE HEREBY NOTIFIED THAT THE INFORMATION IS PUBLIC PROPERTY.

INFORMATION SOURCES SHOULD BE CONSULTED FOR VERIFICATION OF THE INFORMATION CONTAINED ON THIS MAP. THE TOWN OF RAYMOND AND ITS MAPPING CONTRACTORS ASSUME NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED HEREIN.

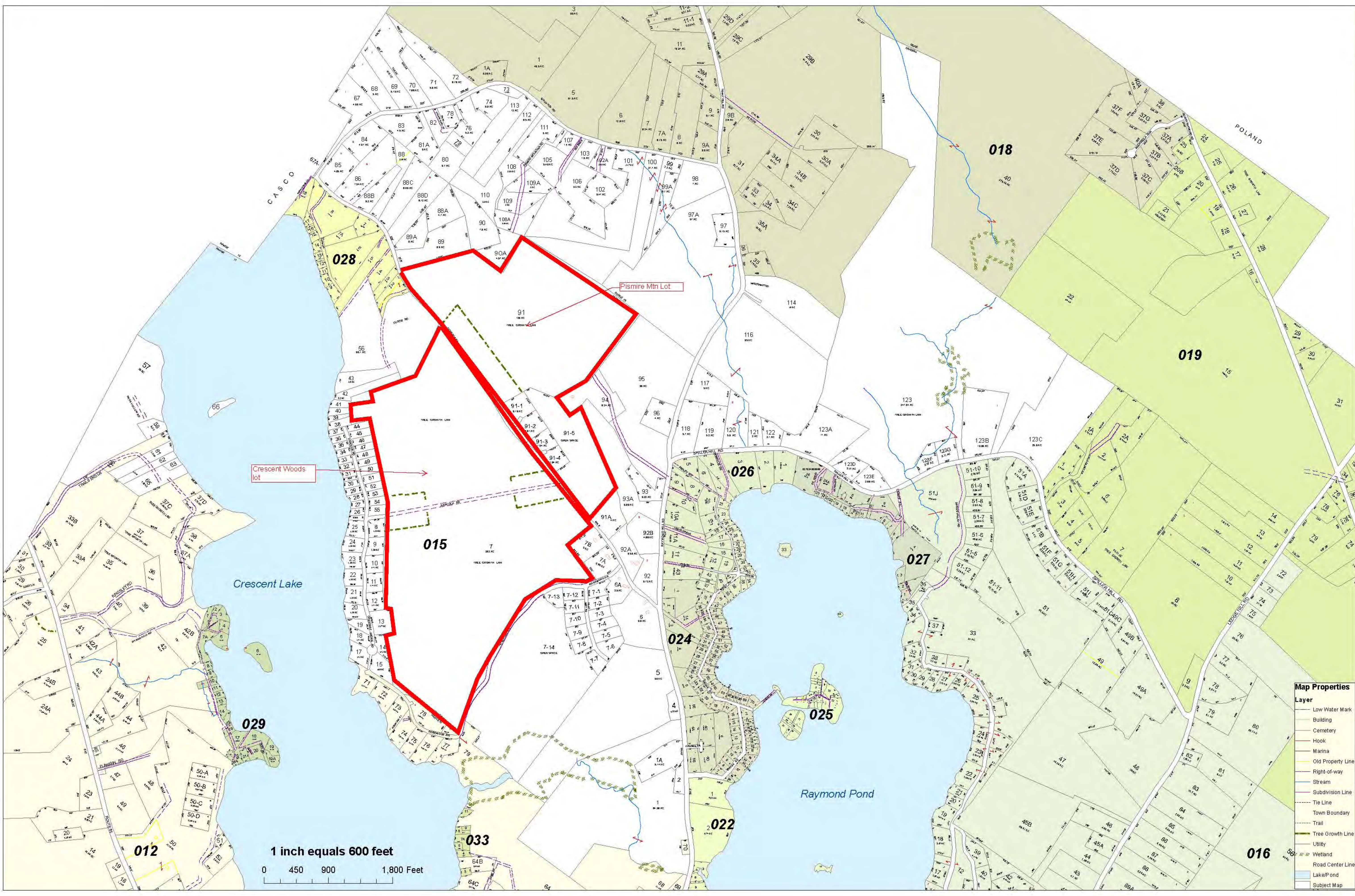
TOWN OF RAYMOND Cumberland County, Maine Property Map

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



- Map Properties**
- | Layer | Symbol |
|-------------------|--------------------|
| Low Water Mark | Blue line |
| Building | Black outline |
| Cemetery | Green cross-hatch |
| Hook | Black line |
| Marina | Blue line |
| Old Property Line | Yellow dashed line |
| Right-of-way | Blue line |
| Stream | Blue line |
| Subdivision Line | Black line |
| Tie Line | Black line |
| Town Boundary | Black line |
| Trail | Black line |
| Tree Growth Line | Green dashed line |
| Utility | Black line |
| Wetland | Green wavy line |
| Road Center Line | Black line |
| Lake/Pond | Blue area |
| Subject Map | Black outline |

1 inch equals 600 feet
0 450 900 1,800 Feet



OPTION FOR THE PURCHASE OF REAL ESTATE

This OPTION AGREEMENT (the “Option”) is made as of _____, 2013 (the “Effective Date”), by and between **HANCOCK LAND COMPANY, INC.** (together with its successors and assigns, “Seller”), and **LOON ECHO LAND TRUST, INC.**, a Maine nonprofit corporation (together with its successors and assigns, “Buyer”).

WITNESSETH:

- 1. Option Period.** The Seller agrees that this Option will remain in effect until 5:00 p.m. on December 31, 2014, and after exercise by Buyer, until closing except for such covenants and warranties that survive closing. This Option shall be exercised by written notice to the Seller by personal delivery, or by posting at the address specified herein below by certified mail, return receipt requested. The Option period may be extended by the mutual agreement of the parties in writing, referencing this document.

- 2. Premises.** The Premises to be conveyed consists of seven unimproved lots or parcels of land situated in the Town of Raymond, County of Cumberland, State of Maine, situated westerly and easterly of Conesca Road. The Premises is identified as:
 - (a) all of Town of Raymond Tax Map 15, Lot 7, and
 - (b) all of Town of Raymond Tax Map 15, Lots 91, 91-1, 91-2, 91-3, 91-4 and 91-5,
 (together with all improvements located thereon and all easements and all rights, privileges, licenses and appurtenances thereto, all fixtures located thereon, all timber located thereon and all timber rights, riparian rights and mineral interests applicable thereto, and all right, title, and interest in and to all public and private ways and easements adjoining or serving the same, and all interests in water bodies and the beds of water bodies, on or adjacent to the described land described, hereinafter referred to as the “Premises”).

- 3. Option Consideration.** Buyer shall pay Seller the sum of One Thousand Dollars (\$1,000) upon execution of this agreement (hereinafter referred to as the “Option Consideration”). The Option Consideration shall be credited toward the Purchase Price (as defined in Paragraph 4 herein) in the event Buyer exercises this Option and the transaction is consummated. In event that the Buyer notifies Seller that it is releasing this Option, or in the event that the Option Period expires without Buyer exercising the Option, the Seller may keep the Option Consideration.

- 4. Purchase Price.**
 - A. The purchase price for the Premises shall be One Thousand Four Hundred Fifty Dollars (\$1,450) per acre, rounded to the nearest complete acre, as determined by a standard boundary survey of the Premises (hereinafter the “Survey”). Buyer and Seller shall equally share the cost of the Survey.

 - B. The Purchase Price shall be paid by certified or bank check, by Buyer’s attorney’s trust account check, or by wire transfer at the time of delivery of the deed.

 - C. Buyer shall make its best efforts to obtain the Survey by no later than the exercise of the Option. Upon receipt of the Survey, Buyer shall promptly provide a copy to Seller.

5. Closing. Transfer of title, payment of the purchase price, and delivery of all documents necessary for the completion of the purchase of the Premises shall take place after all conditions referred to in Paragraphs 7, 8 and 10 hereof have been satisfied but no later than December 31, 2015, unless extended pursuant to Paragraph 8 or upon the mutual written agreement of the Buyer and Seller, at the offices of Buyer, or as otherwise agreed by the parties in writing.

6. Taxes and Costs at Closing.

(a) All taxes, assessments, and encumbrances, which became due and payable for all prior years, will be satisfied of record by the Seller at or before the closing, and all such taxes and assessments for the year of the closing (if any) will be prorated as of the date of closing. If the Seller fails to so pay, the Buyer may pay any such taxes, assessments, and encumbrances and deduct such payments from the purchase price. Buyer will pay any costs of title search or updates and title insurance, and the recording fee for the deed.

(b) Seller and Buyer will each pay one half of the Maine real estate transfer tax required by law.

(c) Seller shall provide evidence to Buyer at Closing that all tax bills and betterments have been paid.

7. Title. Upon execution of this Option, Seller shall provide the Buyer with a current abstract of title, title commitment, or owner's certificate of title, if available. Seller shall execute and deliver to Buyer, at Closing, a good and sufficient general warranty deed, under seal, conveying a good, insurable and marketable title of record to the Premises, including legal vehicular access, in accordance with the Standards of Title adopted by the Maine State Bar Association, together with all rights and hereditaments and appurtenances thereunto belonging, in fee simple, free and clear of all liens, encumbrances, or exceptions. Seller shall deliver full possession of the Premises to the Buyer at the Closing. Buyer shall make all title objections known to Seller contemporaneously with or prior to Buyer's exercise of the Option.

8. Buyer's Conditions to Closing.

(a) The Seller agrees that the Premises shall remain substantially in its natural, unaltered and undeveloped state, as it now is, and that the Seller will prevent and refrain from the removal of any vegetation, alteration of the surface, or placement of structures until closing, except for reasonable and customary upkeep to roads, boundaries, culverts, and other existing structures and surface alterations. Seller agrees that the risk of loss, damage, or condemnation of the Premises (or any part thereof) shall remain with Seller until the transfer of title.

(b) The Seller shall remove any known trash, rubbish, and debris from the Premises prior to Closing. If, after notice from Buyer, Seller shall fail to remove any such trash, rubbish, or debris, Buyer may remove or cause to be removed such trash, rubbish, or debris and subtract its costs from the Purchase Price due at the Closing.

(c) The Buyer shall have the right to enter upon the Premises at reasonable times for surveying, and other reasonable purposes related to this transaction. The Buyer shall have the right to conduct an environmental inspection and assessment of the Premises, which shall be to its satisfaction.

(d) If, at the time of the Closing, any of the conditions of Paragraph 7 or this Paragraph 8 are not met, or Seller cannot satisfy any warranty or representation in Paragraph 10, Buyer, at Buyer's sole option, may (i) waive any and all of these conditions and proceed to Closing; (ii) extend the Closing date another sixty (60) days or for such reasonable periods of time as may be necessary for Seller to satisfy the conditions; or (iii) terminate this Option, whether or not extended, in which event the Option Consideration shall be refunded and the obligations of the parties to one another shall cease.

9. Default. Subject to the satisfaction of the conditions contained in this Option and performance by Seller of Seller's obligations hereunder, if Buyer fails to perform hereunder, Seller may terminate this Option and Buyer shall forfeit the Option Consideration, which shall be retained by Seller as liquidated damages, and such liquidated damages shall be Seller's sole remedy. If Buyer's failure to perform is occasioned by Seller's failure to perform, Buyer may, at Buyer's option, employ all available legal and equitable remedies. If Seller shall fail to perform hereunder, Buyer may, at Buyer's option, seek specific performance of the terms of this Option under the laws of the State of Maine, or may terminate this Option, shall be entitled to a refund of the Option Consideration, and the obligations of the parties to one another shall cease.

10. Seller's Representations and Warranties. The Seller hereby warrants and represents to the Buyer the matters contained in the following subparagraphs to the best of Seller's knowledge, after reasonable inquiry, and Seller agrees to indemnify, defend and hold harmless the Buyer from any loss or liability resulting therefrom. Said representations, indemnities and warranties shall survive closing.

a. **Notices.** The Seller has not received any notices issued by any municipal or other public authority with regard to any work or improvements done or ordered by such authority to be done either before or after the date of this Option. The Seller has no reason to believe that any such notice will be issued after the date of this Option. The Seller shall be responsible for any public improvements, assessments, notices or orders received prior to closing.

b. **Title to the Premises.** The Seller is now (or will be at closing) the sole legal owner of the Premises in fee simple, and the Premises are not subject to any lease or to any other estate or to any outstanding option, interest, or agreement of sale.

c. **No Condemnation.** There are no condemnation proceedings pending with regard to any portion of the Premises and the Seller does not know of or have

- Page 4 -

reason to know of any proposed condemnation proceedings with regard to any portion of the Premises.

d. **No Persons in Possession.** Seller represents that the Premises are not subject to any lease or to any other possession or estate or to any option, right of refusal or contract of sale, and that no portion of the property shall be occupied by any person or entity under any oral or written lease, easement, license, other claim or contract or in any other manner at Closing.

e. **No Hazardous Substance.** To the best of Seller's knowledge and belief after due inquiry, no hazardous substance or toxic waste has been generated, treated, stored, used, disposed of or deposited in or on the Premises, and there is no hazardous substance or toxic waste in or on the Premises that may affect the Premises or any use thereof or that may support a claim or cause of action under the common law or under any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, nor has any action been instituted for enforcement of same.

f. **Underground Storage Tanks.** To the best of Seller's knowledge and belief, after due inquiry, there have not been and there are not now any underground storage tanks located on or under the Premises or if there have been or are any such tanks located on the Premises, their location has been identified to the Buyer in writing, they have been properly registered with all appropriate authorities, they are in full compliance with all applicable statutes, ordinances and regulations, and they have not resulted in the release of any hazardous or toxic substance, material, or waste into the environment.

g. **Subsurface Waste Disposal.** There are no subsurface waste-water disposal systems on the Premises, or, if there are, the system has not malfunctioned within the one hundred eighty (180) days preceding the date hereof.

h. **Non-Foreign Persons.** The Seller is not a foreign person within the meaning of the Internal Revenue Code at 26 U.S.C. Section 1445 and regulations thereunder.

i. **Current Use Tax Programs.** Portions of the Premises are currently classified under the Maine Tree Growth Tax Law and the Open Space Tax Program.

j. **Compliance with Land Use Laws.** Seller represents that the Premises currently contains no structures except for stone walls, boundary markers and old fencing. The Seller represents that there has been no illegal division of land which requires or which will require municipal subdivision approval. Seller shall take no action prior to the Closing to render the above statements untrue.

k. **Compliance With Liquidation Harvesting Law.** Buyer has not conducted any forest products harvest that would render this transaction subject to the liquidation harvesting prohibitions of 12 M.R.S.A. §8868, sub-§6 or the regulations promulgated thereunder.

l. **No Broker's or Finders Fees.** Each party represents and warrants to the other that there are no claims for brokerage commissions or finder's fees incurred by reason of any action taken by that party with respect to this transaction. Each of the parties hereto will pay or discharge any and all claims or liabilities for brokerage commissions or finder's fees incurred by reason of any action taken by that party, or its agents with respect to this transaction.

In addition to the satisfaction of any other conditions in this Option, Buyer's obligation to purchase shall be specifically contingent upon the facts and warranties represented by Seller as being true are actually true on the date hereof and on the date of closing.

11. Affidavits. The Seller agrees at or prior to closing hereunder to furnish the Buyer with any incidental and necessary affidavits, including without limitation those that may be required by the title insurance company issuing a title insurance commitment for the premises.

12. Binding Effect. The terms and conditions of this Option shall apply to and bind the heirs, successors and assigns of the Seller, and the successors and assigns of Buyer.

13. Waiver. No provision of this Option may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

14. Notices. Any communications, requests, or notices required or appropriate to be given under this Option shall be in writing and mailed via U. S. Mail Certified or Registered Mail, Return Receipt Requested, or sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party and its attorney as follows:

Buyer:

Loon Echo Land Trust
Attention: Executive Director
8 Depot St. Suite 4
Bridgton, ME 04009

With a Copy to:

Robert H. Levin, Esq.

- Page 6 -

94 Beckett St., 2nd Floor
Portland, Maine 04101

Seller:

Hancock Land Company
P.O. Box 299
4 Edes Falls Road
Casco, ME 04015

With a copy to:

These addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

15. Capacity. Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Option by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Option will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound and, at the Closing, each party shall furnish to the other party and to Buyer's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

16. Miscellaneous.

a. This Option constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings among them and shall not be altered or amended except by written amendment signed by Seller and Buyer.

b. This Option shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

c. If any terms, covenant or condition of the Option or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this

- Page 7 -

Option or the application of the term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Option shall be valid and be enforced to the fullest extent permitted by law.

d. Upon Buyer's request, Seller shall execute a Memorandum of Option Agreement, attached hereto and incorporated herein as **Exhibit A**, in recordable form for recording in the Cumberland County Registry of Deeds. Buyer may elect to record such Memorandum, in its sole discretion.

e. Regardless of whether the transactions contemplated pursuant to this Option are consummated, each party hereto, unless this Option expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Option, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

f. Buyer makes no representation or warranty whatsoever regarding the tax consequences of the transaction contemplated by this Option. Each party acknowledges and agrees that it has not received and is not relying upon tax or other advice from any other party hereto, and that it has and will consult its own independent tax and legal advisors.

g. This Option may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Option may be executed and delivered by facsimile transmission, with the intention that such facsimile signature and delivery shall have the same effect as an original signature and actual delivery.

- Page 8 -

IN WITNESS WHEREOF, WE, the duly authorized representatives of **HANCOCK LAND COMPANY, INC.** and **LOON ECHO LAND TRUST, INC.**, have hereunto signed and sealed this Option as of the date indicated above.

SELLER

HANCOCK LAND COMPANY, INC.

By: Kevin Hancock, President

EIN#: _____

BUYER

LOON ECHO LAND TRUST, INC.

By: _____

President

Exhibit A**Memorandum of Option**

This shall serve as notice to all parties of the existence of a certain Option Agreement, as set forth herein.

1. The name and address of the Optionor/Seller is **Hancock Land Company, Inc.** having a mailing address of PO Box 299, Casco, ME 04015.
2. The name and address of the Optionee/Buyer is **Loon Echo Land Trust, Inc.**, a Maine nonprofit corporation, whose mailing address is 8 Depot St., Suite 4, Bridgton, ME 04009.
3. The effective date of the Option Agreement is _____, 2013.
4. The description of the real property subject to the options granted in the Option Agreement: Certain lots or parcels of land located easterly and westerly of Conesca Road in the Town of Raymond, Cumberland County, Maine, all as more particularly described in the Option Agreement (the "Premises").
5. The term of the option granted in the Option Agreement commences upon the date hereof, and expires on December 31, 2014, unless exercised or extended.
6. During the term of the Option Agreement, Optionor grants to Optionee the right, under certain circumstances, to purchase the Premises.
7. Copies of said Option Agreement are on file at the offices of Optionor and Optionee.

This instrument, being intended to be a Memorandum of Option executed for the purpose of giving constructive notice of said Option Agreement, is not intended to affect in any way the rights and obligations of the parties to said Option Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option as of _____, 2013.

WITNESS:

HANCOCK LAND COMPANY, INC.

By: Kevin Hancock, President

WITNESS:

LOON ECHO LAND TRUST, INC.

By: _____
President

STATE OF MAINE
CUMBERLAND, ss

_____, 2013

Personally appeared the above-named Kevin Hancock, President of Hancock Land Company, Inc. and acknowledged this instrument to be his free act and deed and the free act and deed of said corporation.

Before me,

name:

Notary Public

**The Raymond Community Forest Project Concept Proposal
to the Raymond Board of Selectmen
Presented by Raymond Conservation Commission and Loon Echo Land Trust
August 14, 2012**

Location:

The Raymond Community Forest Concept Project Proposal includes 347 +/- acres of forestland in North Raymond located on Conesca Road. On the northerly side of Conesca Road is the Pismire Mountain lot (Map 15, Lot 91, Tree Growth), with 125 +/- acres of mixed forestland that quickly gains elevation until it reaches the cliffs at the southerly side of the Pismire Mountain. On the southerly side of Conesca Road is the Crescent Woods lot (Map 15, Lot 7, Tree Growth) with 222 +/- acres of wooded terrain that gently slopes towards Crescent Lake. The Crescent Woods is bisected by Hancock Road with Rosewood Drive defining its southerly boundary.

Background:

The forestland has been owned by Hancock Land Company (HLC) since the 1940's and they are currently marketing the property for sale. In 2006/2007 the Raymond Conservation Commission (RCC) created the Open Space Plan. During this time RCC met with HLC to encourage conservation options and held a site walk with approximately 30 residents who expressed a great interest in having the property conserved. In 2007 HLC received Planning Board approval for the Rosewoods Heights 13 lot subdivision with 56 acres of open space that contains significant wildlife habitat associated with Bartlett Brook and its adjacent wetland. A full development proposal with over 70 lots was created for the remaining property, but was not acted upon due to the downturn in the economy.

Conservation Values:

The RCC Open Space Plan rates the property as having good wildlife habitat and the Pismire Mountain is designated as a "special place." Additional desirable conservation values include recreation, scenic viewing and water quality protection. This is one of four properties on the RCC's "wish list." LELE, the Trust for Public Land and the seven-town regional community's Lake Region Greenprint Plan rates the property as having priority acres for plant and animal habitat, working forests and providing recreation.

There is a motorized trail that leads from the east of the Pismire lot to the top of the cliff area. There is also a grown in, rough hiking trail leading from the base of the mountain to the top of the cliffs. Future hiking and walking trails are desired if the property is to be protected.

The property's proximity to Crescent Lake, and the desire to protect the lake's water quality is a large consideration of the Community Forest proposal. The lake drains into Panther Pond and Sebago Lake, the public drinking water source for the greater Portland community.

In summary, the community forest opportunities include providing:

- Extensive trail network offering easy to difficult terrain for pedestrian (and possibly snow machine) access;
- Exceptional view access from the top of Pismire Mountain;

- Protection of a substantial portion of the view shed of Pismire Mountain from many areas in Raymond including Crescent Lake;
- Long-term/permanent watershed protection for the quality of Crescent Lake and waters downstream;

Community Forest Proposal:

RCC and Loon Echo Land Trust (LELT) met on May 29, 2012 to discuss the potential for creating a Raymond Community Forest. RCC feels that the town ownership model is not highly desirable, as the town outsources its parks maintenance and may not want to own forestland. RCC believes that the town would be supportive of LELT owning the land for permanent conservation and public recreation and managing it in partnership with the town on behalf of the community. Currently LELT pays Tree Growth or Open Space property taxes on the lands it owns. Taxes are typically paid from an established endowment, and future timber harvests are necessary to fulfill an endowment that can support taxes and on-going maintenance, and if appropriate, other community projects or programs.

Currently LELT is appraising the property to learn if HLC will sell the land for the fair market value and if it is financially feasible to raise the funds needed for such a purchase. Earlier meetings between HLC and LELT were productive, and such an agreement boils down to the price that can be offered.

If the project is viable, Loon Echo Land Trust and the Town of Raymond will review and approve the project details in advance including working together to:

- Secure funds through grant writing, donation drives and town meeting appropriation;
- Hold public meetings to articulate the public benefits and to develop land protection and management goals;
- Developing and maintaining trails or other public amenities;
- Organizing or encouraging community and educational activities on the property.



View over Crescent Woods from
Pismire Mountain

Hi Danielle,

The Raymond Conservation Commission and Loon Echo Land Trust met in late-May and developed a concept proposal to present to the Raymond Board of Selectmen. The proposal is for a development of a "Community Forest" in Raymond on Conesca Road, including a portion of Pismire Mountain. We will have more information to share prior to the presentation.

Due to a project related deadline of August 8, RCC and LEFT would like to present to the BOS prior to that date. If there happens to be a meeting scheduled in late July, that would be of interest, but I understand that that is a long shot since it's not a regular meeting time and they are contemplating not meeting in July. August 7 is also of great interest.

John Rand is copied on this email as well.

We look forward to hearing back from you.

Thanks,

Carrie Walia
Executive Director
Loon Echo Land Trust
8 Depot St., Suite 4
Bridgton, ME 04009
(207) 647-4352
carrie@left.org
www.left.org

Draft Warrant Article Language from the Raymond Conservation Commision

Article_: To see if the Town will vote to appropriate \$30,000 from the Open Space Fund and an additional \$20,000 from the General Fund for a total of \$50,000 toward the purchase of 347 acres along Conesca Road and including Pismire Mountain, known as the Raymond Community Forest. Expenditure of these funds will be contingent on successful award of grant applications to the U.S. Forest Service and the Land for Maine's Future program, and additional private fundraising. The Town will have until December 31, 2014 to raise the needed funds and to exercise an option to buy the land from Hancock Land Company.

MEMORANDUM OF UNDERSTANDING

RAYMOND VILLAGE LIBRARY AND THE TOWN OF RAYMOND, ME

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2014 between the Town of Raymond, a body politic located in Cumberland County, Maine (hereinafter "Town") and the Raymond Village Library, a 501 (C)(3) non-profit corporation located at 3 Meadow Road, Raymond, Maine (hereinafter "Library").

The Raymond Village Library is an essential community resource that provides critical economic benefits to the Town. It is in an exciting and vibrant stage of growth. Meeting Maine Library Standards, an experienced professional Library Director oversees all aspects of library operations to serve diverse year-round and seasonal populations. The catalogue is now automated to allow for more responsive and enhanced services. Programming for children and adults has expanded and participation has increased significantly. Access to information is more important than ever, and the Library provides free access through its collection, sharing of materials with other libraries, public computers and free Wi-Fi. A formal relationship with the Town will help provide sustainable and long-term stability for the Library. Reducing operational and administrative costs and expanding communications between the Library and Town will allow the Library to direct financial, staff and volunteer resources to best meet current and future needs of our community.

WITNESSETH

Whereas, the Library's Board of Trustees shall be responsible for the policies and procedures necessary to ensure implementation of the Library's mission statement:

The Raymond Village Library is a community based informational, educational, and recreational facility dedicated to providing quality library service and resources in a welcoming atmosphere. The library will be responsive to the changing needs of the community, cooperate with other entities and strive to fulfill its role as a service oriented dynamic library. And,

Whereas, the Town and Library share the same interests and goals in providing exceptional library services to the Raymond community; and,

Whereas, the Library's Board of Trustees and Director are responsible for the management of all library operations and library policies; and,

Whereas, the Town provides certain funding and services for the Library; and,

Whereas, the Parties wish to acknowledge certain responsibilities related to the Library building and grounds maintenance.

Now, Therefore, in consideration of the foregoing and the covenants herein contained, the Parties hereby agree as follows:

1. The Library's Director shall implement the policies and procedures as directed by the Library's Board of Trustees
2. The Library shall submit a request for funding from the Town annually during the Town's budget preparation period.
3. The Library's Board of Trustees shall set the budget for the library.
4. The Library's Board of Trustees shall have exclusive control over expenditure of all monies collected, donated or appropriated for the library fund and shall review and approve all library expenditures.
5. The Library's Board of Trustees is responsible for setting compensation for Library employees and shall make reasonable efforts to provide parity in pay and benefits for Library employees comparable to other library employees in the State of Maine.
6. The Town shall process payroll and other personnel benefits as authorized by the Library.
7. The Town shall be responsible for maintenance and repair of the Library building and surrounding property.
8. The Library shall participate in joint purchasing with the Town for goods and services.
9. The Library shall provide the Town with an annual accounting of the Library's finances and a long-range plan for services as it is developed.
10. The Library agrees to fundraise, invest, and seek grants to supplement the municipal appropriation.
11. The Town Manager and the Library Director and Board of Trustees shall be responsible for administering the terms of this MOU.
12. By mutual agreement this agreement can be modified by the Town Manager and the Library's Board of Trustees. The entity wishing to modify will provide written notice.
13. By mutual agreement this agreement can be terminated by the Town Board of Selectmen and the Library's Board of Trustees. The entity wishing to terminate will provide a 90-day written notice.

In Witness Whereof, the Parties have set their hands on the day and year first written above.



401 Webbs Mills Road
 Raymond, Maine 04071
 207.655.4742
 Fax 207.655.3024

Memorandum

Date: February 7, 2014

To: Board of Selectmen

Cc: Planning Board, Planner Jim Seymour

From: Danielle Loring, Planning Board Secretary

Re: Proposed 2014 Annual Town Meeting Warrant Articles

On behalf of the Planning Board, I am submitting the official report for the proposed 2014 Annual Town Meeting Warrant Articles in accordance with Title 30-A MRSA §4352 and Article 7, Amendments, of the Raymond Land Use Ordinance. A Public Hearing for the proposed amendments was held on January 29, 2013 to allow for comment. Some additional changes were made to the language and the Town Attorney, Mary Costigan, has determined that they were not substantive in nature and do not require an additional Public Hearing.

Following public hearing the Planning Board voted unanimously to **recommend that each of the seven proposed warrant articles be placed on the 2014 Town Meeting warrant**. The Planning Board also voted to recommend each of the seven warrant articles for approval:

1. **Proposed Article 1:** Land Use Regulation Map **(VOTE 4/1)**
2. **Proposed Article 2:** Land Use Ordinance Commercial District Parking **(VOTE 5/0)**
 - a. Article 4.F.4.C (District Regulations- Commercial District)
 - b. Article 9.C (Off Street Parking)
 - c. Article 10.F (Performance Standards)
 - d. Article 12 (Definitions)
3. **Proposed Article 3:** Repeal of Residential Growth Management Ordinance **(VOTE 5/0)**
 - a. Article 5.E.7 (Residential Growth Management)
4. **Proposed Article 4:** Changes to Site Plan Review Classifications **(VOTE 5/0)**
 - a. Article 10.B (Authority & Classification of Site Plans)

5. Proposed Article 5: Clarification of Board/Staff Escrow Fees **(VOTE 5/0)**

- a. Land Use Ordinance: Article 6.C (Appeals Procedure)
- b. Land Use Ordinance: Article 10.C (Site Plan Review- Administration)
- c. Subdivision Regulations: Article 5 (Preliminary Plan)
- d. Subdivision Regulations: Article 7 (Minor Subdivision)

f) Proposed Article 6: Creation of Boat Launch Facility Standards in the Shoreland Zoning Provisions **(VOTE 4/1)**

- a. Section 15.V (Public Boat Launch Facility & Associated Parking)
- b. Section 17 (Definitions)

g) Proposed Article 7: Shoreland Zoning Provision Parking Standards **(VOTE 4/1)**

- a. Section 15.G (Parking Areas)
- b. Section 17 (Definitions)

Proposed Article 1: Land Use Regulation Map

Purpose Land Use Regulation Revisions:

Description: The proposes changes to the Land Use Regulation Map to meet Maine Department of Environmental Protection (DEP) standards. Currently, Panther Run is zoned as a stream in the Stream Protection zone, but the DEP classifies it as a river, which needs to be protected in the same manner as a great pond. The proposed LRR1 zoning is proposed 600' back from the highwater of Panther Run, per the Land Use Ordinance requirements.

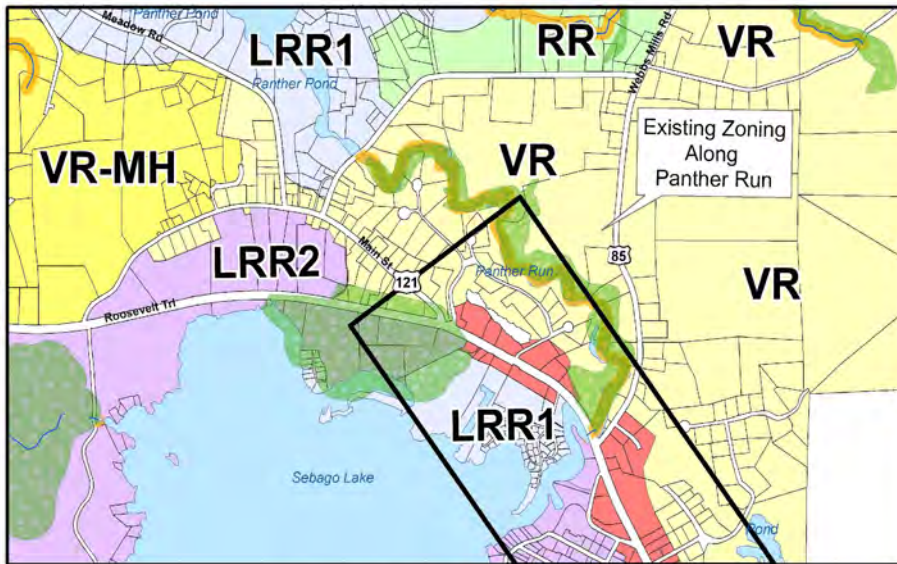
The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

ARTICLE __: Shall the Land Use Regulation Map be amended as shown below?

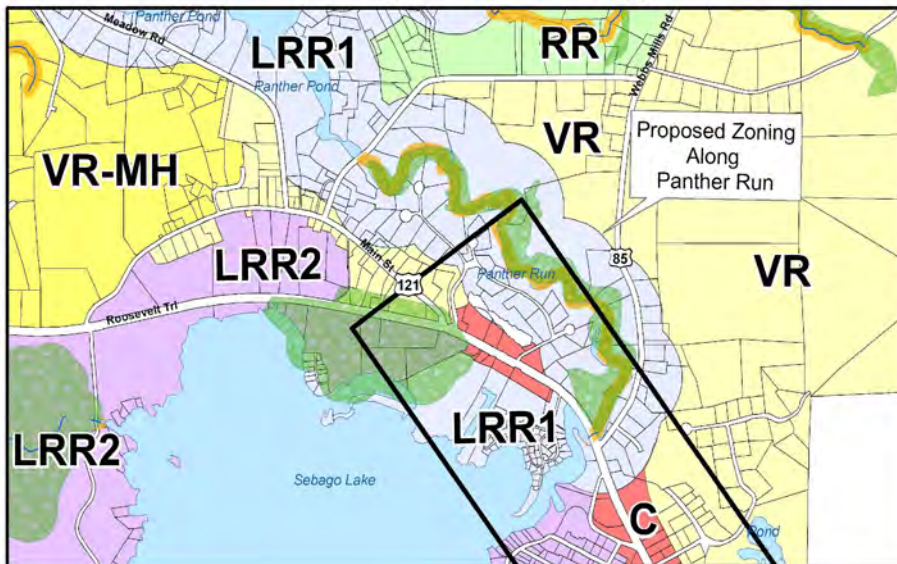
The Planning Board Recommends Article ____

The Selectmen _____ Article ____

Existing Zoning



Proposed Zoning



Base Map Features

- Stream
- Lake/Pond
- 2013 Parcels

Zoning Districts

- RP - Resource Protection
- SP - Stream Protection
- C - Commercial
- I - Industrial
- LRR1 - 2 Acres
- LRR2 - 3 Acres
- R - Rural - 3 Acres
- RR - Rural Residential - 2 Acres
- RR-MH - Rural Residential - Mobile Home
- VR - Village Residential - 40,000 sq ft
- VR-MH - Village Residential - Mobile Home

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE __: Shall Articles 4.F.4.c. (District Regulations – Commercial District); 9.C. (Off-Street Parking); 10.F. (Performance Standards); and 12 (Definitions) of the Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

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

Town of Raymond Land Use Ordinance

ARTICLE 4 – DISTRICT REGULATIONS

F. Commercial District (C)

4. Space and Bulk Regulations *[Amended 06/02/09]* – The following space and bulk regulations are established as minimum standards for mixed use and commercial buildings:

c. There shall be no minimum front yard setback ~~however off-street parking shall not be permitted in the first twenty (20) feet from the road right of way.~~ If the lot is a corner lot, the street most heavily traveled shall be considered the street upon which the lot fronts. There shall be no side street setback. *[Amended 06/02/09]*

ARTICLE 9 – MINIMUM STANDARDS

C. Off-Street Parking

1. In any district where permitted, no use of premises shall be authorized or extended, and no building or structure shall be constructed or enlarged, unless there is provided for such extension, construction or enlargement, off-street automobile parking space, in accordance with the following parking requirements. *[Amended 06/02/09]*
 - a. Two (2) spaces per dwelling unit.
 - b. One (1) space for each sleeping room in a tourist home, boarding or lodging house, motel or hotel.
 - c. One (1) space for each tent or recreational vehicle site in a campground.
 - d. One (1) space for each two (2) beds in a hospital or sanitarium.
 - e. One (1) space for each four (4) beds in other institutions devoted to the board, care, or

Town of Raymond
Town Meeting Warrant – June 3, 2014

treatment of persons.

- f. One (1) space for each two hundred (200) square feet or fraction thereof, of gross floor area of any retail, wholesale, or service establishment or office or professional building. Except that the ratio may be changed to one (1) space for each two hundred fifty (250) square feet or fraction thereof if an amount of land area equivalent to the difference between the two hundred (200) square foot requirement and the two hundred fifty (250) square foot requirement is developed in landscaped green area and reserved for future parking. *[Amended 06//02/09]*
 - g. One (1) space for each three (3) seats, permanent or otherwise, for patron use for restaurants, and other places serving food or beverage and for theaters, auditoriums, and other places of amusements or assembly.
 - h. One (1) space for each 1.2 employees based on the highest expected average occupancy for all types of commercial, industrial, or other permitted uses. *[Amended 06/02/09]*
 - i. For any structure or use, not specifically enumerated above, the reviewing authority shall determine the number of off-street parking spaces required to accommodate customers, patrons, and employees based on a parking analysis submitted by the applicant. *[Amended 06/02/09]*
2. Where several uses occupy a single structure or lot, the total required parking shall be the sum of the requirements of the individual uses. *[Adopted 06/02/09]*
 3. The parking requirement may be met on site or off site so long as it is within (300) feet of the principal building, structure, or use of the premises and is not separated by Route 302 (Roosevelt Trail). Off-site parking shall be permissible provided evidence of the legal right to use the parking spaces for the duration of the use is submitted and that the sharing of the spaces will not create a shortage of parking spaces for any uses. Such shared parking arrangements shall consider the typical hours of operation of the uses, seasonal fluctuations, the amount of parking needed for customers versus employees, and any other relevant factors for calculating the amount of parking needed. *[Adopted 06/02/09]*
 4. In all Districts, the reviewing authority may allow a reduction in the number of spaces actually constructed provided the required number of spaces could be constructed on the property while meeting all other space requirements of that District and all applicable standards, including but not limited to Stormwater Quality and Phosphorous Control. The applicant must demonstrate that the additional spaces are not necessary, and the reviewing authority shall attach a condition of approval stating that the reviewing authority may require that the spaces be constructed if additional parking is needed to correct a parking problem on the site. *[Adopted 06/02/09]*
 5. The minimum width of a parking space shall be nine (9) feet. The minimum length of a parking space shall be eighteen (18) feet. Aisle widths shall comply with those outlined in Article 10 Minimum Standards, Section F. Performance Standards. *[Adopted 06/02/09]*

Town of Raymond
Town Meeting Warrant – June 3, 2014

6. No off-street parking facility or site shall have more than two (2) entrances and exits on the same street, and no entrance or exit or shall exceed thirty (30) feet in width. Non-residential Parking Areas with more than two (2) parking spaces shall be so arranged that vehicles can maneuver within such areas and exit onto the street in a forward motion. ~~The minimum width of a parking space shall be nine (9) feet. The minimum length of a parking space shall be eighteen (18) feet. [Adopted 06/02/09]~~
7. All Independent Parking Facilities shall meet the requirements of Article 10 Minimum Standards, Section F. Performance Standards. The Planning Board shall not consider any waivers when reviewing an Independent Parking Facility.
8. The reviewing authority may require a peer review of the parking analysis. *[Adopted 06/02/09]*

ARTICLE 10 – SITE PLAN REVIEW

F. Performance Standards

1. Parking Area Design Standards.
 - a. Access - There shall be adequate provisions for ingress and egress to all parking spaces. The width of access drives or driveways shall be determined as part of Site Plan Review, depending on use, topography and similar consideration. They shall meet the requirements of this Article.
 - b. Size of Aisles - The width of all aisles providing direct access to individual parking stalls shall be in accordance with the requirements set forth below. Only one-way traffic shall be permitted in aisles serving single-row parking spaces placed at an angle other than ninety (90) degrees.

Parking Angle (degrees)	Aisle Width (feet)
0 parallel parking	12
30	12
45	13 14
60	18
90 (perpendicular parking)	25 24

- c. Off-Street Parking - Off-street parking requirements shall conform to Article 9, Section C.
- d. Parking Lot/Pavement setbacks. Each parking lot shall be designed to provide adequate pavement setbacks from Public and Private Streets as well as abutting property owners. Parking lots with total parking spaces under 25 spaces may have pavement setbacks reduced by 50% with a waiver request from the Planning Board. Below are the minimum pavement

Town of Raymond
Town Meeting Warrant – June 3, 2014

setbacks for the various zoning districts.

For Rural and Rural Residential Districts-Minimum Pavement setbacks are:

20 Feet for Front and Side Yard
25 Feet for Rear Yard

For Village Residential, Commercial, and Industrial Districts-Minimum pavement Setbacks are:

10 Feet for Front Yard
25 Feet for Rear Yard
15 Feet for Side Yard*

* Side Yard may be reduced to 5 Feet if the Parking Areas are planned on both sides of the common side property line.

Parking lots within the Village Residential and Commercial Districts may have the pavement setback reduced completely for the front yard with a waiver request and compensation of landscaping.

- e. Each parking lot shall incorporate vegetated buffer(s) (landscaped or natural) into the parking lot design. No setbacks are required around a parking edge, if the parking is adjacent to the principle or accessory building or active/recreative area associated with the land use. Minimum naturally vegetated (no cut) buffers are necessary from external property lines and shall be as follows:

For Rural and Rural Residential Districts:

20 feet for rear yards
15 feet for front and side yards

For Village Residential, Commercial, and Industrial Districts:

20 feet for rear yards
10 feet for front yards, side yards

*If Side yard abuts against a common property line with an adjoining parking lot, then no formal buffer is required as long as the area/strip between the two parking lots clearly prohibits vehicle access other than at designated cross driveways, aisles, or other controlled access locations.

Planted landscape areas/buffers may be placed in lieu of a natural vegetated buffers but must contain species a minimum of 6-3.5 feet tall for 50% of the buffer area within the front yard and 6.0 feet tall for 50% or the rear yard setback. Landscape buffers shall be the responsibility of, and maintained by the owner or applicant, and must be delineated on the

Town of Raymond
Town Meeting Warrant – June 3, 2014

approved site plan.

Parking lots with total parking spaces under 25 spaces may have buffer and landscape requirements reduced by 50%.

Parking lots in the Village Residential and Commercial District requesting reduction in the front yard setback must provide at least 50% of the difference between standard front yard buffer area and the front yard buffer area proposed by providing internal landscaping. Internal landscaping shall be implemented through the use of green space areas or plantings, such as but not limited to islands, grass areas/ strips, planting beds or decorative planters. Landscaped areas maintained by the applicant, within the street rights of way along the lot's street frontage may be considered as landscape compensation with permission from the Town, or State of Maine Department of Transportation.

- f. Parking Areas associated with building development greater than 5,000 SF total new structure or greater than 50% expansion an existing building footprint, from the time of this ordinances adoption shall be designed to incorporate internal landscape areas, islands or strips , within the internal parking lot. The total area of parking islands or “internal green spaces” shall be no less than 5% of the impervious coverage for the portion of Parking Area necessary for the new building or addition. No less than 100 SF shall be contained in any one internal landscape area. For building additions meeting the requirements above, where existing parking areas must be expanded to meet parking need, the internal landscaped areas required for the portion of new Parking Area may meet this requirement by adding, or converting existing impervious areas to, new islands or green spaces with the existing parking areas. Access drives from the primary street entrance(s) to the parking lot will not be considered in this equation. The use of porous concrete, bituminous pavement, or other materials which promote direct infiltration over all or a majority of footprint of the parking lot for this specific purpose, shall not be considered an impervious surface for this calculation. It shall be the at the Planning Board's discretion as to whether the design of a “porous pavement” parking lot meets this criteria such that it may alleviate the requirement for internal islands.
- g. General Loading Dock Locations. No ~~off-street parking or~~ loading areas shall be located in a minimum required front yard, rear or side yards. All loading shall be located in bays generally perpendicular to driveways or access ways. All loading bays should be located behind the structure and orientated such as it is perpendicular with the street and/or rear yard. [Amended 3/20/99-06/03/14]
- h. Sidewalk and Curbing - Sidewalks between Parking Areas and principal structures along aisles and driveways and wherever pedestrian traffic shall occur, shall be provided with a minimum width of ~~four (4)~~ five (5) feet of passable area and shall be raised six (6) inches or more above the Parking Area except when crossing streets or driveways. Guardrails and wheel stops permanently anchored to the ground shall be provided in appropriate locations. Parked vehicles shall not overhang or extend over sidewalk areas unless an additional sidewalk width of two and one- half (2 1/2) feet is provided to accommodate such overhang.

Town of Raymond
Town Meeting Warrant – June 3, 2014

2. Lighting of Parking Areas.

The Planning Board shall determine the necessity for lighting depending upon the nature of the intended use. All Parking Areas to be lighted shall provide a minimum of three (3) foot-candles at intersections and a total average illumination of one and one-half (1 1/2) foot-candles throughout the Parking Areas as required. Such lighting shall be shielded in such a manner as not to create a hazard or nuisance to the adjoining properties or the traveling public.

3. Marking and Delineation of Parking Areas.

Parking stalls, driveways and aisles shall be clearly marked and delineated. The Planning Board may require that certain areas be maintained for fire-fighting or other emergency purposes, and such areas shall be appropriately designated.

4. General Circulation and Parking Design Principles.

- a. Parking space allocations should be oriented to specific buildings.
- b. Parking Areas should be designed to focus on major walkways, which should be fenced or marked.
- c. Where pedestrians must cross service roads or access roads to reach Parking Areas, crosswalks should be clearly designated by pavement markings or signs and lighted. Crosswalk surfaces should be raised slightly to designate them to drivers, unless drainage problems would result. A one-way car movement (to the left or counterclockwise) should be encouraged. A major loop road should be developed around the Parking Areas, and parking bays should run perpendicular off the road.
- d. Driveways should approach from the right to permit passengers to alight to or from the sidewalk.
- e. Whenever possible, one-way traffic should be established at building entrances.
- f. Where buses are a factor, bus shelters and bus indentation slots off the roadway should be provided.

5. Parking Surfaces

All Parking Areas shall be designed with durable surfaces able to support the weight class of vehicles anticipated to normally travel over the surfaces. Surfaces shall be of compacted material, unsusceptible to settlement, change in general form, shape, or physical characteristics due to vehicular movements, drainage conditions, seasonal impacts, or other normal activities associated with the site during or post construction.

Town of Raymond
Town Meeting Warrant – June 3, 2014

- a. All parking lot surface materials shall encourage protection of surface water quantity, quality, and discourage erosion and sedimentation, and thermal pollution impacts.
- b. All parking lot surfaces shall be specified by a professional engineer to assure the design will remain durable with suitable base materials to support the final surfacing and anticipated vehicular loadings, and address impacts due to existing conditions such as but not limited to unsuitable soils, groundwater, or soil contamination.

6. Waiver for Off Street Parking, Loading, and Front Buffer or Internal Landscaped Area Requirements.

If any applicant can clearly demonstrate to the Planning Board that, because of the nature of the applicant's operation or use, that the off street parking loading areas, front yard buffer, or internal landscaped areas, strips or islands, requirements of this section are unnecessary or excessive, the Planning Board shall have the power to approve a site plan that does not meet said requirements, ~~showing less paved parking or loading area than is required by this section;~~ provided, however, that a landscaped area of sufficient size to meet the deficiency shall be set aside and reserved for the purpose of meeting future off-street parking or unloading requirements in the event that a change of use of the premises shall make such additional off-street facilities necessary; provided the applicant requests a waiver in writing of the specific performance standards they cannot meet, and clearly address the waiver criteria as follows:

- a. The need to alter the parking standard is due to existing physical property limitations due to geometric lot configurations, topography, and presence of a dominant land or structural features, all in existence prior (insert date of adoption of amendments).
- b. The approval of the waiver request will not create a harmful condition, impose on the general welfare, or lesson public safety by implementation of the proposed use and/or site improvements, to existing pedestrian and vehicular traffic movements.
- c. The approval of the waiver request will not in any way impair or harm the environment by means of drainage flow quantity or runoff water quality, nor will have a direct impact on wetlands, streams, flood plains, vernal pools, sensitive waterbody, threatened or endangered wildlife resource, or essential habitat.
- d. The approval of the waiver requested will not result in an adverse impact to immediate abutters, or the public, by creating obtrusive noise, lights, dust, odors, vibrations, or by creating negative impacts to scenic views.
- e. The approval of the requested waiver is based on evidence of need provided by the applicant, and by evidence showing that no feasible alternative is available to accomplish the applicant's parking requirement or immediate parking needs, and that the design features as proposed, considered goals set forth in the Town of Raymond Design Guidelines for Parking Areas and to the greatest extent practical applied to those recommendations. The applicant

Town of Raymond
Town Meeting Warrant – June 3, 2014

shall provide a written response describing how and where the proposed project incorporates the Design Guideline goals and recommendations.

.....

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

Parking Definitions:

Parking Area – An outdoor storage area for motor vehicles that is not located on a street right of way.

Independent Parking Facility- An outdoor storage area for motor vehicles, or enclosed garage or structure for storage of motor vehicles, which is the sole use of the lot or parcel. This definition includes areas such as tow yards or compounds not associated with a garage or vehicle repair use.

Proposed Article 3: Repeal of Growth Management Ordinance**Purpose for Land Use Ordinance Article 5.E.7 Residential Growth Management Revisions:**

Description: The Town of Raymond proposes to repeal the Growth Management Ordinance at the advice of Town Counsel because the limitations put on the number of Growth Management Building Permits are becoming too restrictive. The section will be reserved if the Town elects to bring the ordinance back again the future.

The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE __: Shall Article 5.E.7 (Residential Growth Management) of the Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

The Planning Board Recommends Article ____
The Selectmen _____ Article ____

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

Town of Raymond Land Use Ordinance

ARTICLE 5 – ADMINISTRATION

E. Residential Growth Management [Adopted 8/20/06]

7. [RESERVED]

- ~~1. Limit on building permits – Building permits subject to this section shall be limited on an annual basis, as follows:–~~
 - ~~a. For January 1, 2007 to December 31, 2007, building permits subject to this section shall not exceed 100% of the annual average permits issued. No person or entity, may apply for more than 5 of those building permits in that time period.–~~
 - ~~b. For January 1, 2008 to December 31, 2008 building permits subject to this section shall not exceed 85%, of the annual average permits issued. No person or entity may apply for more than 5 of those building permits in that time period.~~
 - ~~c. For January 1, 2009 to December 31, 2009, building permits subject to this section shall not exceed 70% of the annual average permits issued. No person or entity may apply for more than 5 of those building permits in that time period.~~
 - ~~d. For January 1, 2010 to December 31, 2010, building permits subject to this section shall not exceed 55% of the annual average permits issued. No person or entity may apply for more than 5 of those building permits in that time period.~~
 - ~~e. For January 1, 2011 to December 31, 2011, building permits subject to this section shall not exceed 40% of the annual average permits issued. No person or entity may apply for more than 5 of those building permits in that time period.~~
 - ~~f. For January 1, 2012 and beyond building permits subject to this section shall not exceed 30% of the annual average permits issued. No person or entity may apply for more than 5 of those building permits in that time period.~~
- ~~2. Order for processing applications – Applications for building permits subject to this section shall~~

Town of Raymond
Town Meeting Warrant – June 3, 2014

~~be processed in the order that the Building Inspector receives complete applications. In the event two or more applications are received simultaneously, the Building Inspector shall determine their order by random selection. Any building permit application filed in any given year that is not issued as a result of this ordinance may be carried over to the following year and shall be considered in the date order in which it was received.~~

- ~~3. Transferability – Building permits subject to this section are site specific, and shall be valid for construction only on the lot specified in the application. However, those building permits shall be transferable to new owners of the lot, if the property is sold or otherwise legally transferred.~~
- ~~4. No carry over – If the allowed number of building permits subject to this section are not issued within the calendar year, they shall not be carried over to the next year.~~
- ~~5. Periodic review – The Planning Board shall review the building permit report submitted by the Building Inspector under Paragraph 6 of this ordinance at least every three years to determine if the ordinance continues to be needed to control the pace, timing, and location of development in accordance with the purposes of this section and to determine if it needs to be adjusted to meet current conditions. The Board shall hold a public hearing pursuant to Article 8 of the Planning Board Bylaws and Article 7 of the Land Use Ordinance and submit a report of their findings to the Board of Selectmen on or before March 1 of each year it conducts a review. If conditions warrant, the Board may review the ordinance more frequently.~~
- ~~6. Conflict with other provisions – This section shall not repeal, annul or in way impair or remove the necessity of compliance with any other rule, regulation, bylaw, permit or provision of law.~~
- ~~7. Appeals – Any person or entity aggrieved by an action or decision of the Building Inspector to approve or deny a building permit based on the provisions of this section may appeal the action or decision to the Board of Appeals in accordance with the process outlined in Article 6, Section C of the Land Use Ordinance. [Adopted 8/20/06]~~

Proposed Article 4: Changes to Site Plan Review Classification

Purposed for Land Use Ordinance Article 10.B Authority & Classification of Site Plans Revisions:

Description: The Town of Raymond has proposed changes to the Site Plan Review classifications thresholds for “Staff Review,” “Minor Review,” and “Major Review” in an effort to be more business friendly and responsive to the concerns of business owners.

Key Changes:

- Adjusted the thresholds for Staff review to include:
 - Minimum threshold of 500 square feet of Gross Floor Area for Staff Review
 - Increase square footage of exterior building renovations from 1,200 to 2,400
 - Increase square footage of additional or altered impervious surface from 2,400 to 10,000
- Adjust the thresholds for Minor Review:
 - Change the two year requirement for alterations or additions to those that occur within “any period”
 - Increase square footage of exterior building renovations from 2,400 to 4,800
 - Increase square footage of additional or altered impervious surface from 4,800 to 20,000

The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE __: Shall Article 10.B (Authority and Classification of Site Plan) of the Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type as shown below?

The Planning Board Recommends Article ____
The Selectmen _____ Article ____

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

Town of Raymond Land Use Ordinance

ARTICLE 10 – SITE PLAN REVIEW

B. Authority and Classification of Site Plans [Amended 06/02/09]

1. Site Plan Reviews shall be classified by the Town Planner as follows:
 - a. Staff Review. A site plan application shall be classified as a **Staff Site Plan Review** so long as, in any two year period:
 - 1) any new building or any additions to existing buildings proposed by the application are more than 500 square feet but do not exceed 2400 square feet of new Gross Floor Area, and
 - 2) any exterior building renovation proposed by the application do not exceed ~~4200~~ 2400 square feet of building surface area, and
 - 3) any additional or altered impervious surface proposed by the application does not exceed, separately or in combination, ~~2400~~ 10,000 square feet.
 - b. Minor Review. A site plan application which exceeds the thresholds for Staff Site Plan Review shall be classified as a **Minor Site Plan Review** so long as, in any ~~two year~~ period:
 - 1) any new building or any additions to existing buildings proposed by the application do not exceed 4800 square feet of new Gross Floor Area, and
 - 2) any exterior building renovation proposed by the application do not exceed ~~2400~~ 4800 square feet of building surface area, and
 - 3) any additional or altered impervious surface proposed by the application does not exceed, separately or in combination, ~~4800~~ 20,000 square feet.
 - c. Major Review. All other projects subject to Site Plan review shall be classified as a **Major Site Plan Review**.

Proposed Article 5: Clarification of Board/Staff Escrow Fees

Purpose for Land Use Ordinance Article 6.C Appeals Procedure, Article 10.C Site Plan Review-Administration, and Subdivision Regulations Article 5 Preliminary Plan and Article 7 Minor Subdivision Revisions:

Description: The proposed amendments clarify the fees that applicants are required to pay, specifically the fees for professional services that are to be placed in escrow. They codify the practice of the Town of requiring replenishment of the escrow account if the Town spends more than 50% of the account during review. The amendments also clarify that peer review is a review conducted by a third party other than the Town's contract planner and such peer review is at the discretion of the Town.

The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE ____: Shall Articles 6.C (Appeals Procedure) and 10.C (Site Plan Review - Administration) of the Town of Raymond Land Use Ordinance, as adopted May 21, 1994 and amended through June 4, 2013; and Articles 5 (Preliminary Plan) and 7 (Minor Subdivision) of the Town of Raymond Subdivision Regulations, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type, as shown below?

The Planning Board Recommends Article ____

The Selectmen ____ Article ____

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

Raymond Land Use Ordinance

ARTICLE 6 – BOARD OF APPEALS

C. Appeals Procedure

4. Any person and any municipal official or board of officials aggrieved by a decision of the Code Enforcement Officer or who wishes to request a variance from the Land Use Ordinance or who wishes a conditional use permit may file an application with the Board of Appeals. An appeal of a decision made by the Code Enforcement Officer must be filed within thirty (30) days of the date of the decision.

Application materials submitted to the Board must include a completed application form, including a location and site plan if appropriate, and a the following fees:

(1) Application fees as established by the Board of Selectmen and listed in the Town Fee Schedule.

(2) Escrow fees as established by the Board of Selectmen and listed in the Town Fee Schedule. The fees shall be submitted and deposited in an escrow account established by the Town, which monies may be used by the Town to pay for professional legal and technical reviews and advice related to the appeal, variance, or conditional use permit application as deemed necessary by the Town. Said fees for professional reviews and advice shall include, but shall not be limited to engineering or other professional consulting fees, attorney fees, recording fees and appraisal fees.

The total escrow fees required shall be an amount estimated by the consultants and the Town as sufficient to pay for the professional review of the application. If the Town expends more than fifty percent (50%) of the escrow account prior to completing its review, the applicant shall replenish

Town of Raymond
Town Meeting Warrant – June 3, 2014

the escrow account to an amount estimated by the consultants as sufficient to complete the review. Those monies deposited by the applicant and not spent by the Town in the course of its review shall be returned to the applicant within sixty (60) days after the Appeals Board renders its final decision on the application.

~~a fee specified in the Town of Raymond Fee Schedule, which must be submitted to the Code Enforcement Officer at the time the appeal request is submitted. If the Appeals Board or the Code Enforcement Officer requests professional review and advice, the applicant shall establish an escrow account in the amount established in the Town Fee Schedule, before the advice is requested. The applicant shall pay any amount outstanding within forty-five (45) days of the billing date by the Town.~~

All application materials must be submitted for the Board's review at least thirty (30) days prior to the Board meeting at which the applicant wishes to be heard. All meetings of the Board of Appeals are public hearings. At the public hearing, the applicant or the applicant's representative must appear before the board to present the proposal and to answer questions. Other interested parties, such as adjacent property owners, will also be permitted to speak for or against the appeal.

Written notice of the decision of the Board shall be sent to the appellant within sixteen (16) days of the date of the decision. Any aggrieved party may appeal from the decision of the Board to the Superior Court within thirty (30) days of the decision date.

.....

ARTICLE 10 - SITE PLAN REVIEW

C. Administration

1. The following procedure and requirements shall apply to all applications for site plan review:

.....

c. Applications.

All applications for Site Plan Review shall be made in writing to the Code Enforcement Officer on the forms provided for this purpose. The application shall be made by the owner of the property or by his agent, as designated in writing by the owner. The application for Site Plan Review shall be accompanied_

Town of Raymond
Town Meeting Warrant – June 3, 2014

by a fee as established and revised from time to time, by the Board of Selectmen and listed in the Town Fee Schedule the following fees:-

- (1) Application fees as established by the Board of Selectmen and listed in the Town Fee Schedule.
- (2) Escrow fees as established by the Board of Selectmen and listed in the Town Fee Schedule. The fees shall be submitted and deposited in an escrow account established by the Town, which monies may be used by the Town to pay for professional legal and technical reviews and advice related to the developer's application, as well as post-approval inspections, consultations and reviews of modifications, as deemed necessary by the Town for Minor and Major Site Plan applications. Said fees for professional reviews and advice shall include, but shall not be limited to engineering or other professional consulting fees, attorney fees, recording fees and appraisal fees.

The total escrow fees required shall be an amount estimated by the consultants and the Town as sufficient to pay for the professional review of the application. If the Town expends more than fifty percent (50%) of the escrow account prior to completing its review, the developer shall replenish the escrow account to an amount estimated by the consultants as sufficient to complete the review. Those monies deposited by the developer and not spent by the Town in the course of its review shall be returned to the developer within sixty (60) days after a certificate of occupancy is issued for the project. The Town may, in its sole discretion, release the remaining escrow fees prior to the issuance of the certificate of occupancy if it determines that all professional reviews have been completed.

Fifteen (15) copies of the completed application for Site Plan Review, together with the documentation required in these regulations shall be submitted at least twenty-six (26) days prior to the first Planning Board meeting of the month during which the applicant wishes to be heard. However, any application, which is not complete, shall be returned to the applicant with an indication of the additional information required.

.....

e. Peer review process

The ~~T~~town may require a third party peer review process for site plan applications as set ~~forth~~ out in sections C.2, C.3 and C.4 below. A peer review is the review of an application by a third party expert consultant(s), other than the Town's Contract

Town of Raymond
Town Meeting Warrant – June 3, 2014

~~Planner process may require that an expert consultant or consultants to review one or more submissions of an application and a report by the consultant(s) as to compliance or noncompliance with this Ordinance, including adherence to Design Guidelines, and advise of advice by the consultant(s) of regarding procedures or submissions which will could result in compliance. The consultants shall be fully qualified to provide the required information.~~

The consultant(s) shall estimate the cost of such review and the applicant shall deposit with the Town the full estimated cost which the Town shall place in ~~an the~~ project escrow account referenced in Section 1(c)(2) above. ~~The Town shall pay the consultant from the escrow account and reimburse the applicant if funds remain after payments are completed.~~ The consultants shall be fully qualified to provide the required information.

.....

2. The following procedure and requirements shall apply to **Staff Site Plan Review**:

a. Review process.

Staff Site Plan Review shall be conducted at a meeting attended by the Town's Contract Planner and the Codes Enforcement Officer (the "staff reviewers"), or their designee. The staff reviewers may seek input from other Town departments including the Fire Department and the Public Works ~~D~~department as needed. For applications classified as Staff Site Plan Review developments, the staff reviewers shall have the same powers and duties as the Planning Board. Completed and timely submitted applications classified as Staff Site Plan Review developments shall be reviewed and acted on ~~at~~ by the next regularly scheduled Plan Review meeting following the submission deadline.

The staff reviewers shall approve, approve with conditions, or deny the application based on criteria in Article 10 of the Land Use Ordinance. In the event that the Town's Contract Planner and the Codes Enforcement Officer are unable to jointly make a determination on the application, the Code Enforcement Officer shall, after receiving and considering the recommendations of the Town's Contract Planner, have the authority to approve, approve with conditions, or deny the application based on criteria in Article 10 of the Land Use Ordinance. Any appeals from the decisions of the Staff Site Plan Review shall be taken directly to the Planning Board within 30 days of decision.

.....

Town of Raymond
Town Meeting Warrant – June 3, 2014

e. Peer review.

Peer review process is not required for applications classified as Staff Site Plan Review developments, but the staff reviewers may require a third party peer review of any aspect of the site plan review if the staff review process is unable to adequately resolve relevant site plan review issues and the staff determines that a peer review may resolve those issues.

3. The following procedure and requirements shall apply to **Minor Site Plan Review**:

.....

e. Peer review

Peer review process is not required for applications classified as Minor Site Plan Review developments but the Planning Board may require a third party peer review if in the Planning Board's judgment the project is sufficiently complex that it requires the expertise of a peer reviewer to evaluate the proposed site planning (including but not limited to storm water management, and traffic management), architecture, lighting or landscaping ~~proposed in the application~~. The Planning Board may also require a third party peer review ~~process~~ if in the Planning Board's judgment there is credible conflicting technical information regarding approval criteria which peer review may assist the Planning Board to resolve.

4. The following procedure and requirements shall apply to **Major Site Plan Review**:

.....

e. Peer review.

Peer review process is not required for applications classified as Major Site Plan Review developments, ~~but unless the Planning Board may require a third party~~ peer review if in the Planning Board's judgment the project is ~~specifically waives the requirement at the pre-application meeting or any subsequent meeting. Any such waiver by the Planning Board shall not preclude the Planning Board from subsequently requiring a peer review if an issue arises that~~ sufficiently complex that it requires the expertise of a peer reviewer to evaluate the proposed site plan, including but not limited to storm water management, traffic management, architecture, lighting or landscaping. The Planning Board may also require a third party peer review if in the Planning Board's judgment there is credible conflicting technical information regarding approval criteria which peer review may assist the Planning Board to resolve.

Peer review process for applications classified as Major Site Plan Review shall evaluate the proposed site planning (including but not limited to storm water

Town of Raymond
Town Meeting Warrant – June 3, 2014

management and traffic management), architecture, lighting and landscaping proposed in the application unless any aspect of the required peer review is waived. Town staff shall begin the peer review process with the receipt of the application.

.....

5. ~~The Planning Board shall require the owner or the owner's authorized agent to deposit the following fees listed in the Town's Fee Schedule in escrow with the Town an amount of money sufficient to cover the costs for any professional review of the site plan documents which the Board may feel is reasonably necessary to protect the general welfare of the Town. Amounts for this escrow payment are established by the Board of Selectmen and listed in the Town Fee Schedule. This escrow payment shall be made before the Board engages any outside party to undertake this review and to make recommendations to the Board. Any part of this escrow payment in excess of the final costs for the review shall be returned to the owner or the owner's agent.~~

Raymond Subdivision Ordinance

ARTICLE 5 - PRELIMINARY PLAN

1. Procedure

- A. Within six (6 months) after Sketch Plan acceptance by the Board, the subdivider shall submit an application for the consideration of a Preliminary Plan for the Subdivision. Failure to do so shall require re-submission of the Sketch Plan to the Board for review. The application and all required preliminary plan documentation shall be submitted to the Town at least twenty-six (26) days prior to the first Planning Board meeting of the month during which the subdivider wishes to be heard. The Preliminary Plan shall conform to the layout shown on the Sketch Plan plus any recommendations made by the Board.
- B. The application for conditional approval of the Preliminary Plan shall be accompanied by the following ~~a fees as established in a Town Fee Schedule revised from time to time by the Board of Selectmen and payable by check to the Town of Raymond, Maine with a note indicating the specific purpose of the fee.~~

- (1) Application fees as established by the Board of Selectmen and listed in the Town Fee Schedule.

Town of Raymond
Town Meeting Warrant – June 3, 2014

- (2) Escrow fees as established by the Board of Selectmen and listed in the Town Fee Schedule. The fees shall be submitted and deposited in an escrow account established by the Town, which monies may be used by the Town to pay for professional legal and technical reviews and advice related to the subdivider's application as deemed necessary by the Town. Said fees for professional reviews and advice shall include, but shall not be limited to engineering or other professional consulting fees, attorney fees, recording fees and appraisal fees.

The total escrow fees required shall be an amount estimated by the consultants and the Town as sufficient to pay for the professional review of the application. If the Town expends more than fifty percent (50%) of the escrow account prior to completing its review, the subdivider shall replenish the escrow account to an amount estimated by the consultants as sufficient to complete the review. Those monies deposited by the subdivider and not spent by the Town in the course of its review shall be returned to the subdivider within six (6) months of approval of the Preliminary Plan in the event the subdivider does not go forward with a Final Subdivision Plan, or sixty (60) days after the Board renders its final decision on the Final Subdivision Plan.

~~C. In addition, the Board shall require the owner or the owner's authorized agent to deposit in escrow an amount of money sufficient to cover the costs of any professional review of the subdivision application, which the board may feel, is reasonably necessary to protect the general welfare of the Town. Amounts for this escrow payment are established in the Town Fee Schedule. This escrow payment shall be made before the Board engages any outside party to undertake this review and to make recommendations to the Board. Any part of this escrow payment in excess of the final costs for review shall be returned to the owner or the owner's agent.~~

~~C~~D. The subdivider, or the subdivider's duly authorized representative, shall attend the meeting of the Board to discuss the Preliminary Plan.

~~D~~E. Within forty-five (45) days of its first meeting for consideration of the Preliminary Plan Application (or such longer time as may be agreed upon between the Planning Board and the applicant), the Board shall take action to give preliminary approval, with or without conditions or modifications, or disapproval of such Preliminary Plan. The reason for any conditions or modification required or the ground for

Town of Raymond
Town Meeting Warrant – June 3, 2014

disapproval shall be stated upon the records of the Board and a copy provided to the subdivider.

EF. No Preliminary Plan shall be acted on by the Board until the Board has scheduled and conducted a public hearing thereon. Notice of the time, place and date of such hearing shall be sent not less than seven (7) days before the hearing to the subdivider and to owners of property within 250 feet of the properties involved. Property owners shall be those listed in the most recent tax records of the Town of Raymond. Notice shall also be published in a newspaper of general circulation in the Town of Raymond at least two times, and the first date of the publication shall be at least seven (7) days prior to the public hearing. Failure to receive notice shall not invalidate the public hearing held.

EG. Preliminary approval of a Preliminary Plan shall not constitute approval of the Final Plan, but rather it shall be deemed as an expression of approval of the design submitted on the Preliminary Plan as a guide to the preparation of the Final Plan. The Final Plan shall be submitted for approval of the Board upon fulfillment of the requirements of this Ordinance and the conditions of the preliminary approval, if any. Prior to approval of the Final Subdivision Plan, the Board may require additional changes as a result of further study of the subdivision in final form or as a result of new information obtained at a public hearing.

ARTICLE 7 - MINOR SUBDIVISION

If the proposed subdivision is classified as a minor subdivision, the application shall follow the procedures for minor subdivisions set out in this Article.

1. Procedure

- A. Within six (6 months) after Sketch Plan acceptance by the Board, the subdivider shall submit an application for the consideration of a Minor Subdivision Plan. Failure to do so shall require re-submission of the Sketch Plan to the Board for review. The application and all required documentation shall be submitted to the Town at least twenty-six (26) days prior to the first Planning Board meeting of the month during which the subdivider wishes to be heard. The Minor Subdivision Plan shall conform to the layout shown on the Sketch Plan plus any recommendations made by the Board.
- B. The application for approval of the Minor Subdivision Plan shall be accompanied by the following a fees as established in a Town Fee Schedule revised from time to time by the Board of Selectmen and payable by check to the Town of Raymond, Maine with a note indicating the specific purpose of the fee.;

Town of Raymond
Town Meeting Warrant – June 3, 2014

- (1) Application fees as established by the Board of Selectmen and listed in the Town Fee Schedule.
- (2) Escrow fees as established by the Board of Selectmen and listed in the Town Fee Schedule. The fees shall be submitted and deposited in an escrow account established by the Town, which monies may be used by the Town to pay for professional legal and technical reviews and advice related to the subdivider's application as deemed necessary by the Town. Said fees for professional reviews and advice shall include, but shall not be limited to engineering or other professional consulting fees, attorney fees, recording fees and appraisal fees.

The total escrow fees required shall be an amount estimated by the consultants and the Town as sufficient to pay for the professional review of the application. If the Town expends more than fifty percent (50%) of the escrow account prior to completing its review, the subdivider shall replenish the escrow account to an amount estimated by the consultants as sufficient to complete the review. Those monies deposited by the subdivider and not spent by the Town in the course of its review shall be returned to the subdivider within sixty (60) days after the Board renders its final decision on the application.

~~C. In addition, the Board shall require the owner or the owner's authorized agent to deposit in escrow an amount of money sufficient to cover the costs of any professional review of the subdivision application which the board may feel is reasonably necessary to protect the general welfare of the Town. Amounts for this escrow payment are established in the Town Fee Schedule. This escrow payment shall be made before the Board engages any outside party to undertake this review and to make recommendations to the Board. Any part of this escrow payment in excess of the final costs for review shall be returned to the owner or the owner's agent.~~

CD. The subdivider, or the subdivider's duly authorized representative, shall attend the meeting of the Board to discuss the Minor Subdivision Plan.

DE. Within forty-five (45) days of its first meeting for consideration of the Minor Subdivision Plan Application (or such longer time as may be agreed upon between the Planning Board and the applicant), the Board shall take action to give Minor Subdivision approval, with or without conditions or modifications, or disapproval of such Minor Subdivision Plan. The reason for any conditions or modifications

Town of Raymond
Town Meeting Warrant – June 3, 2014

required or the ground for disapproval shall be stated upon the records of the Board and a copy provided to the subdivider.

EF. No Minor Subdivision Plan shall be acted on by the Board until the Board has scheduled and conducted a public hearing thereon. Notice of the time, place and date of such hearing shall be sent not less than seven (7) days before the hearing to the subdivider and to owners of property within 250 feet of the properties involved. Property owners shall be those listed in the most recent tax records of the Town of Raymond. Notice shall also be published in a newspaper of general circulation in the Town of Raymond at least two times, and the first date of the publication shall be at least seven (7) days prior to the public hearing. Failure to receive notice shall not invalidate the public hearing held.

Proposed Article 6: Creation of Boat Launch Facility Standards in the Shoreland Zoning Provisions

Purpose for Shoreland Zoning Provision Section 15.V and 17 Definitions Additions:

Description: Two amendments involving Public Boat Launches are proposed to the Shoreland Zoning Provisions of the Raymond Land Use Ordinance for the June 2014 public warrant. Specifically proposed is Section 15V, titled *Boat Launch Facility and Associated Parking Areas*, which outlines new regulations governing the use of any public boat launch facility and associated parking area owned by the Town of Raymond and designed for the launching and landing of watercraft that includes an access ramp, docking area, and parking spaces designed to accommodate vehicles and trailers in the Shoreland Zone. Additionally proposed are the related definitions, *Boat Launching Facilities* and *Boat Trailer*, to be added to *Definitions*, Section 17 of the Shoreland Zoning Provisions of the Raymond land Use Ordinance.

Key Changes:

- Addition of Section 15V to the Shoreland Zoning Provisions of the Raymond Land Use Ordinance entitled *Public Boat Launch Facility and Associated Parking Areas* which govern among other characteristics, the use, design, size, location and parking associated with such facilities.
- Addition of the terms and related definitions for *Boat Launching Facilities* and *Boat Trailer* to Section 17 *Definitions* of the Shoreland Provisions of the Raymond Land Use Ordinance.

The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE ____: Articles 15 (Land Use Standards) and 17 (Definitions) of the Town of Raymond Shoreland Zoning Provisions, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type, as shown below?

The Planning Board Recommend Article ____
The Selectmen ____ Article ____

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

Raymond Shoreland Zoning Provisions

SECTION 15 – LAND USE STANDARDS

V. Public Boat Launch Facility and Associated Parking Areas

1. Access from shore shall be developed on soils appropriate for such use and constructed so as to control erosion.
2. The Public Boat Launching Facility shall be located so as to minimize adverse effects on fisheries.
3. Boat launch width shall be minimized to the greatest extent possible and the applicant shall provide evidence or information supporting the design width. This provision is not intended to prohibit multiple launching ramps at a single facility.
4. Applicants for the construction of a Public Boat Launching Facility and associated structures shall obtain all necessary permits from the Maine Department of Environmental Protection (Maine DEP).
5. One Public Boat Launching Facility shall be allowed at any Great Pond. Planning Board approval is required for any applications proposing a second launch to any Great Pond. The Planning Board shall also be responsible for determining the appropriate separation between a proposed Public Boat Launching Facility and any existing boat launch facilities.
6. The site plan design shall include a signage plan for the posting of rules and regulations regarding usage, invasive species, circulation of vehicles, and parking on the site.
7. The design shall include a boat launch inspection and cleaning area designed for inspecting and cleaning of watercraft and trailers, and include facilities for the proper disposal of aquatic invasive species.
8. The owner of the facility shall provide a maintenance and operations plan subject to review annually by the CEO.
9. The Public Boat Launching Facility shall include sanitary facilities and trash receptacles.
10. Public Boat Launching Facilities shall be designed to provide adequate security or public visibility to access and ramp areas to discourage loitering, trespassing, or vagrancy of individuals, or groups, and insure safety of the site following normal

Town of Raymond
Town Meeting Warrant – June 3, 2014

- hours of usage.
11. No routine maintenance or repairs of watercraft shall be allowed at the boat launch facilities.
 12. The boat launch access entrance from any road having regular vehicular traffic shall be designed to address safe sight distance and promote safe traffic and pedestrian movements.
 13. The property shall maintain at least a 25 foot natural buffer strip of vegetation from any adjacent residentially zoned properties. When a natural buffer strip of vegetation does not exist, a landscaped buffer strip shall be planted with approval of a planting plan by the Planning Board.
 14. The boat launch ramp shall be constructed of a low permeable inert material such as, but not limited to concrete, asphalt, or other solid construction material to discourage soil erosion or vehicle tracking. Materials shall be installed that will not degrade water quality, will promote protection from erosion or sedimentation, and will not leach, weep or cause contamination from preservatives, treatments, or other chemical pollutants due to their composition or by applied treatments placed on their surfaces. Gravel, crushed stone, or other compacted soil aggregate materials shall not be used for construction of the portion of the launch ramp subject to contact by a towing vehicle, trailer, or other device to transport watercraft to and from the access road the ramp's lowest submerged depth.

SECTION 17 – DEFINITIONS

Boat Trailer - A vehicle designed to transport boats and other water-related recreational apparatus.

Public Boat Launching Facility - shall mean any facility made accessible for use by the general public and owned or operated by the Town of Raymond or the State of Maine, and designed for the launching and landing of watercraft. The facility may include an access ramp, docking area, and parking spaces designed to accommodate vehicles and trailers.

Proposed Article 7: Shoreland Zoning Provisions Parking Standards**Purpose for Shoreland Zoning Section 15 -G. Parking Areas Revisions:**

Description: The Town of Raymond proposes revisions, and additions to the Shoreland Zoning Ordinance to provide measurable standards for Parking Areas. The standards address the maximum number of vehicles allowed in a parking “cluster” to 50 car equivalents with the Planning Board having the ability to expand by 50%, parking lot surface setbacks, parking lot buffer requirements, landscape island requirements, and both parking boat launch facility parking stall and aisle spacing sizes. Additionally design criteria for stormwater management and phosphorus export treatment measures has been refined and expanded to require stormwater treatment for a minimum of 50% of new impervious areas. The Section also expands on the safety criteria for Off Site parking allowances, and prohibits Independent Parking Facilities from being allowed in any Shoreland Zone.

Purpose for Shoreland Zoning Provisions Section 17 - Definitions:

Description: The Town of Raymond has proposed additions to their definitions which provide clearer understanding for terms used for the Parking uses. Those terms are proposed to be Parking Area, Off-Site Parking Lot, Off-Site Parking Space and Independent Parking Facility. Currently the Shoreland Zoning Provisions have no definitions related to parking or types of parking related uses.

The full text of the warrant articles including the text of the proposed ordinance amendments is available at the Town Office and the Town's website (www.raymondmaine.org).

Town of Raymond
Town Meeting Warrant – June 3, 2014

ARTICLE ____: Articles 15.G. (Parking Areas) and 17 (Definitions) of the Town of Raymond Shoreland Zoning Provisions, as adopted May 21, 1994 and amended through June 4, 2013, be further amended by adding the underscored language and deleting the language in strikeover type, as shown below?

The Planning Board Recommend Article ____
The Selectmen Recommend Article ____

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

Raymond Shoreland Zoning Provisions

SECTION 15 – LAND USE STANDARDS

G. Parking Areas*

- 1.** Parking Areas shall meet the shoreline setback requirements for structures for the district in which such areas are located and shall also meet the off-street parking requirements contained in Article 9 of the Raymond Land Use Ordinance. The setback requirement for Parking Areas shall be 100 feet from the shoreline or tributary stream, provided, however, that the setback for a Parking Area ~~areas~~ serving a public boat launching facility may be reduced ~~shall be no less than~~ to fifty (50) feet, horizontal distance, from the shoreline or tributary stream, if the Planning Board finds that no other reasonable alternative exists further from the shoreline or tributary stream.
- 2.** In determining the appropriate size of a proposed Parking Area, the following shall apply:
 - a.** The maximum number of parking spaces or parking lot area allowed in any one cluster of parking is 50 vehicle spaces or paved or impervious area not to exceed 20,000 sq. ft., whichever is less. Each cluster must meet the setback requirements. More than one cluster of parking may exist on a lot but each cluster must meet the criteria independently. Each cluster must be connected internally by an access not less than 50 feet in length. If a property is to contain more than 100 spaces, a second entrance or exit to a private or town road must be provided. The Planning Board may waive the standard for a parking cluster size by no more than 50% (75 spaces total per cluster) utilizing the Off Street Parking Waiver criteria.
 - b.** Each Parking Area or cluster must have a minimum pavement setback of:

60 feet front and rear yard setback
40 feet side yard setback

Town of Raymond
Town Meeting Warrant – June 3, 2014

Parking Areas with total parking spaces under 25 spaces may have pavement setbacks reduced by 50%.

- c. Each Parking Area or cluster shall maintain a minimum vegetated buffer around the perimeter of the parking lot. No setbacks are required around a parking edge, if the parking is adjacent to the principal or accessory building or active area associated with the land use. Minimum naturally vegetated (no cut) buffers are necessary from external property lines and shall be as follows:

50 feet for front yards,
30 feet for rear and side yards

Planted landscape areas/buffers may be placed in lieu of the vegetated buffers but must contain species a minimum of 6 feet tall for 50% of the buffer area. Landscape buffers shall be:

40 feet for front yards,
20 feet for rear and side yards

Parking Areas with total parking spaces under 25 spaces may have buffer and landscape requirements reduced by 50%.

If multiple cluster Parking Areas are proposed on a single lot or common scheme parcels of land, they must be separated by a minimum of a 50-foot naturally vegetated, or 40-foot landscaped, buffer. This shall be measured from the closest point of the actual parking pavement area of one cluster parking area to any other separate cluster parking areas nearest point of pavement.

- d. All Parking Areas shall be designed to incorporate landscape island strips of no less than 100 sq. ft. within the internal parking lot. The total area of parking islands or “internal green spaces” shall be no less than 5% of the total impervious coverage of the Parking Area. Access drives from the primary street entrance(s) to the Parking Area shall not be considered in this equation.

3. Parking Areas shall be adequately sized for the proposed use and shall be designed to prevent storm water runoff from flowing directly into a water body, tributary stream or wetland and where feasible, to retain all runoff on-site protect water resources and water bodies by a design effort to limit impervious areas, minimize soil disturbance, include vegetative buffers, and provide screening to residential zones or uses. The number of parking spaces within a Parking Area shall be limited to the number of spaces required for the associated permitted use, as provided in Article 9, Section C of the Raymond Land Use Code; as proposed as necessary by the applicant; or as approved by the Planning Board as essential to the land use proposed. For the purposes of this section, a traffic parking report must be provided by a licensed engineer to warrant the parking space requirements needed and shall include

Town of Raymond
Town Meeting Warrant – June 3, 2014

documentation noting the source of information, or the study or data for parking estimation, to justify the parking necessary.

4. In determining the appropriate individual parking space size within of a proposed Parking Area, the following shall apply:
 - a. Typical parking space/vehicle: ~~Approximately ten (10) feet wide and twenty (20) feet long~~
A minimum of nine (9) feet wide and eighteen (18) feet long
Compact car space/vehicle: A minimum of eight (8) feet wide and sixteen (16) feet long
Compact parking spaces may not exceed 15% of the total parking spaces total

Typical boat launching facility parking space/vehicle: A minimum of ten (10) feet wide and twenty (20) feet long, except that parking spaces for a vehicle and boat trailer shall be forty (40) feet long.
 - b. Typical internal travel aisles: ~~Approximately~~ Maximum twenty-four (24) feet wide.
5. Parking Areas shall be designed and managed to prevent stormwater runoff from flowing directly into a water body, tributary stream or wetland. Designs shall additionally incorporate measures which promote recharge of surface runoff by means of natural soil infiltration or by engineered Best Management Practices as described in the Maine Department of Environmental Protection's *Maine Stormwater Management Best Management Practices Manual* (<http://www.maine.gov/dep/land/stormwater/stormwaterbmps/#manual>). In determining the appropriate stormwater management requirements for peak runoff rate quantity and runoff quality treatment for a proposed parking lot or facilities, the following shall apply:
 - a. All projects subject to site plan review shall conform to the minimum standards as outlined in Article 9, Section X of the Raymond Land Use Code: Stormwater Quality and Phosphorus Control.
 - b. In addition to the minimum standards in Article 9, Section X, all Parking Areas shall provide treatment through practices involving buffers, infiltration measures, wet pond construction, or engineered design, in such a manner as to treat at least 50% of the runoff from impervious surface proposed by the development.
6. Off-Site Parking Lots shall be allowed if they are within 300 feet of the lot containing the associated permitted use as measured from the centerline of that lot's driveway entrance to the centerline of the driveway entrance of the Off-Site Parking Lot. All Off-Site Parking Lots shall meet the following additional requirements:

Town of Raymond
Town Meeting Warrant – June 3, 2014

- a. A safe sight distance must exist between the two primary entrances such that vehicles are visible from each site in a direct line of vision, or adequate way finding signs are provided.
 - b. Safe pedestrian connectivity is provided by sidewalks, delineated paths or trails for pedestrian traffic must meet ADA standards.
 - c. The design shall contain adequate traffic control devices to allow for safe pedestrian crossing of roads, streets, and ways, that are either public or private, where off-site parking is provided on the opposite side of the street from the associated permitted use.
 - d. No off-site parking shall be allowed on an opposite side of Route 302.
 - e. All pedestrian crossings and new entrances for Off-Site Parking Lots on State Highways or Roads shall require approval from the State of Maine Department of Transportation for location and design prior to Planning Board approval.
7. An applicant proposing the use of Off-Site Parking Spaces shall demonstrate compliance with the following standards:
- A. There shall be adequate parking spaces available to meet the parking needs of the permitted uses located on the lot or parcel in addition to the Off-Site Parking Spaces to be leased by the applicant.
 - B. The Off-Site Parking Spaces to be leased by the applicant shall be dedicated for use only by the applicant and shall not be leased to or utilized by other users.
8. An outdoor storage area for motor vehicles or enclosed garage or structure for storage of motor vehicles, which is the sole use of the lot or parcel, shall not be permitted unless the requirements of Section 6 above are met.

SECTION 17 – DEFINITIONS

Parking Definitions:

Parking Area – An outdoor storage area for motor vehicles that is not located on a street right of way.

Off-Site Parking Lot – An outdoor storage area for motor vehicles that is located on a parcel or lot owned by a person or entity that is the same as the

Town of Raymond
Town Meeting Warrant – June 3, 2014

owner or lessor of the parcel or lot upon which the permitted use associated with the parking is located.

Off-Site Parking Space – A parking space within a Parking Area that is located on a parcel or lot owned by a person or entity other than the owner or lessor of the parcel or lot upon which the permitted use associated with the parking space is located.