

SELECTMEN'S EPACKET

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BOARD OF SELECTMEN

AGENDA

May 12, 2015

7:00 pm

Raymond Broadcast Studio
423 Webbs Mills Road

Be the Influence Statement

We, the Raymond Board of Selectmen recognize our individual and collective responsibilities as leaders and representatives of our community. To this end, we pledge to conduct ourselves in a manner befitting these roles and duties. We pledge and encourage others to 'Be the Influence' and to recognize that decisions matter.

SELECTMEN'S REGULAR MEETING

1) Call to order

2) Minutes of previous meeting dated:

- April 7, 2015

3) New Business.

- a) **Reconsideration of Community Dock at Veterans Park – Ingo Hartig**
- b) **Raymond Village Library 2015 Garden Tour and Program Announcements – Elissa Gifford, RVL Trustee**
- c) **Project Update: Economic Development Strategy for 2025 – Danielle Loring and Milan Nevajda, Planning Decisions**
- d) **Innovative Readiness Training Program and Town Project Update – Danielle Loring, Project Manager**
- e) **Discussion and Consideration of Transfer of School property to RSU#14 – Board of Selectmen**
- f) **Consideration and Approval of Election Moderator and Clerks for the June 3, 2015 Town Meeting and June 9, 2015 Election– Sue Look, Town Clerk**
- g) **Discussion of Maximum School Tuition Payment - Board of Selectmen**
- h) **Consideration of Steve Warshaw for Appointment to the Zoning Board of Appeals – Sue Look, Town Clerk**
- i) **Consideration of Bylaws Change Regarding Criteria for Member Attendance – Board of Selectmen**
- j) **Consideration of Quit Claim Deeds as Submitted by Deputy Tax Collector Sue Carr**
 - Stephen E. & Yolanda Catir (Map 008, Lot 058) 109 Webbs Mills Rd
 - Diane Reed, Ernest Callow & Dennis Jaques (Map 042, Lot 019) 40 Lakeside Dr

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

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

5) Selectmen Comment

6) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **June 16, 2015**

7) Fiscal Warrants – May 12, 2015

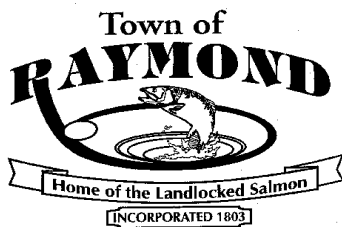
- **Payroll Expense Summary Warrant**
- **Treasurer's Warrant**

8) Executive Sessions

a) Executive Session pursuant to 1 MRSA § 405(6)(F): Consideration and Award of 2015 Town Scholarships

9) Adjournment.

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



**BOARD OF SELECTMEN
SUMMARY AGENDA**

May 12, 2015

7:00 pm

Raymond Broadcast Studio
423 Webbs Mills Road

Be the Influence Statement

We, the Raymond Board of Selectmen recognize our individual and collective responsibilities as leaders and representatives of our community. To this end, we pledge to conduct ourselves in a manner befitting these roles and duties. We pledge and encourage others to 'Be the Influence' and to recognize that decisions matter.

SELECTMEN'S REGULAR MEETING

1) Call to order

2) Minutes of previous meeting dated:

- April 7, 2015

3) New Business.

a) Reconsideration of Community Dock at Veterans Park – Ingo Hartig

Local business owner and Revitalization Committee member Ingo Hartig is requesting that the community dock discussion be reconsidered. The proposed dock is 4' W x 14' L with a 6'W x 14'L float at the end of it and would be placed at the northwest end of the Veterans Memorial Park rest area from Memorial Day weekend to Columbus Day weekend. The dock would be maintained by the local businesses donating it and would serve as an emergency access point for the Public Safety Department's boat. The purpose of this dock is to serve as a safe access point for boaters to patronize the businesses along Raymond's commercial corridor. Currently, boaters do use this public location as an access point but are causing bank erosion. Additional information is attached to the ePacket.

b) Raymond Village Library 2015 Garden Tour and Program Announcements – Elissa Gifford, RVL Trustee

Raymond Village Library Trustee Elissa Gifford will announce details for the 2015 Raymond Garden Tour on Saturday, June 27th, which is a fundraising benefit for the RVL. She will also announce other activities and programs that are scheduled in the coming weeks.

c) Project Update: Economic Development Strategy for 2025 – Danielle Loring and Milan Nevajda, Planning Decisions

Milan Nevajda, Planning Decisions, and Danielle Loring, Director of Development, will be presenting an ongoing project to develop a ten year economic development strategy for the Town of Raymond. This will include hosting focus groups to gather information about Raymond's commercial strength and weaknesses. This project is following the release of the report containing information gathered by the Economic Development Task Force in 2014. They will be looking for guidance regarding topics that the Selectmen would like to see represented in the focus groups meeting. Attached to the ePacket is the scope of work for the project.

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

d) Innovative Readiness Training Program and Town Project Update – Danielle Loring, Project Manager

Project Manager Danielle Loring will give a brief update regarding the IRT Projects that are being completed for the Town of Raymond.

e) Discussion and Consideration of Transfer of School property to RSU#14 – Board of Selectmen

At the February 10, 2015 meeting, Assistant Superintendent Donn Davis requested that the Selectmen release lands that were to be included for transfer at the time that Raymond entered into RSU#14 and outlined potential issues that this issue may cause if not completed. At the meeting, the Selectmen requested additional information regarding the transfer. Attached to the ePacket are materials from Town Attorney Shana Cook Mueller addressing the concerns raised.

f) Consideration and Approval of Election Moderator and Clerks for the June 3, 2015 Town Meeting and June 9, 2015 Election– Sue Look, Town Clerk

Attached to the ePacket is Town Clerk Sue Look's appointment recommendation for Election Clerks.

g) Discussion of Maximum School Tuition Payment - Board of Selectmen

The Board of Selectmen will be discussing the current school tuition payments for students who attend schools outside of the RSU#14 school district and whether a maximum limit should be set.

h) Consideration of Steve Warshaw for Appointment to the Zoning Board of Appeals – Sue Look, Town Clerk

Steve Warshaw is seeking appointment to the Zoning Board of Appeals, which will have three (3) vacancies out of five (5) positions as of June. Attached to the ePacket is Mr. Warshaw's application and appointment papers.

i) Consideration of Bylaws Change Regarding Criteria for Member Attendance – Board of Selectmen

The Board of Selectmen will be considering an amendment to their Bylaws to allow members to use remote media methods, such as a conference call or Skype, to constitute attendance. Attached to the ePacket is the draft language as well as the current Bylaws.

j) Consideration of Quit Claim Deeds as Submitted by Deputy Tax Collector Sue Carr

- **Stephen E. & Yolanda Catir (Map 008, Lot 058) 109 Webbs Mills Rd**
- **Diane Reed, Ernest Callow & Dennis Jaques (Map 042, Lot 019) 40 Lakeside Dr**

Attached to the ePacket are Quit Claim deed without covenants as prepared by Deputy Tax Collector Sue Carr for the referenced properties above. All back taxes, interest and lien costs have now been paid in full for this parcel through April 2015.

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

5) Selectmen Comment

6) Town Manager Report and Communications.

a) Confirm date for next regular meeting:

- **June 16, 2015**

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

- 7) **Fiscal Warrants – May 12, 2015**
 - **Payroll Expense Summary Warrant**
 - **Treasurer's Warrant**
- 8) **Executive Sessions**
 - a) **Executive Session pursuant to 1 MRSA § 405(6)(F): Consideration and Award of 2015 Town Scholarships**
- 9) **Adjournment.**

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

**RAYMOND REVITALIZATION COMMITTEE
REQUEST
FOR COMMUNITY DOCK PERMIT.**

**My name is Ingo Hartig, I am a resident of Raymond.
I am representing the Raymond Revitalization Committee and local merchants.**

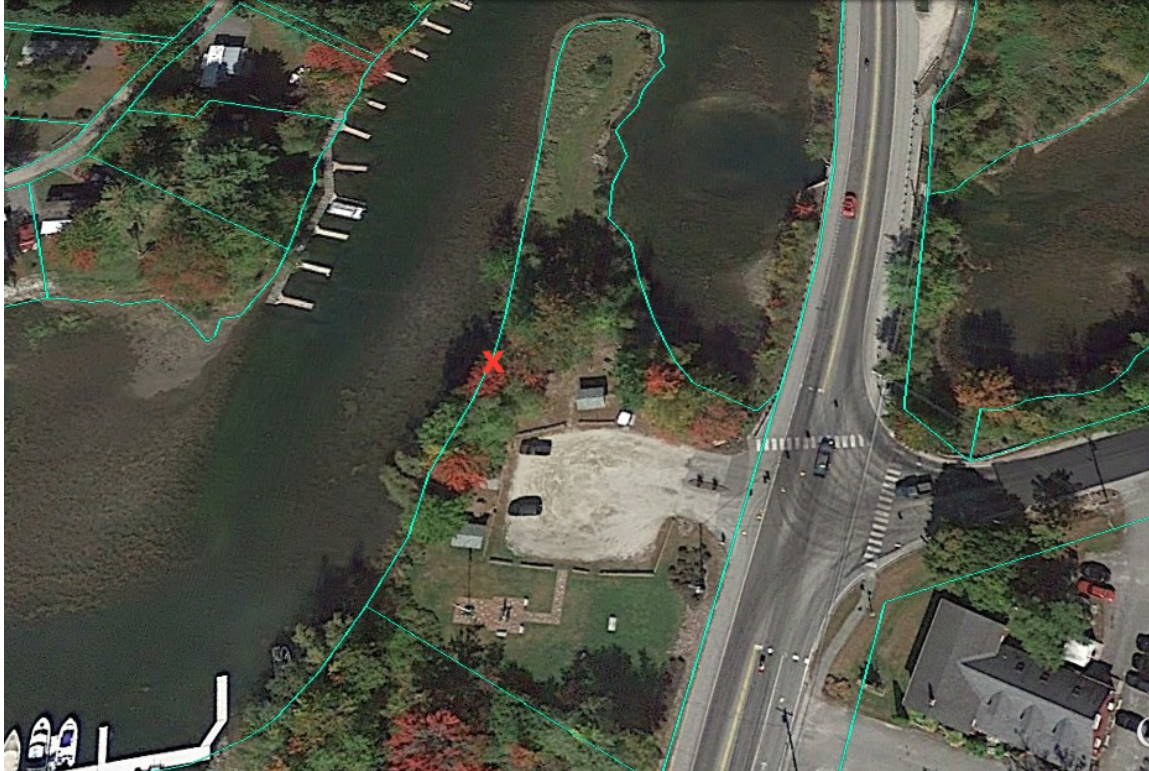
- **We would like to sponsor a town dock that will allow boaters on Sebago Lake easy access to local businesses.**
- **We are asking permission from the Selectmen to allow the town to issue a permit for this dock.**



- **The dock has been donated by local business people.**
- **The donated dock will be installed, maintained and paid for by local merchants.**
- **The Sebago Lake Rotary Club will help in keeping the landing area picked up, on a regular basis.**
- **The dock will go in before Memorial weekend and come out after the Columbus Day weekend.**

Proposed location of dock site:

- It is located on the North Westerly side of the Rest Area.
- At our proposed location the channel has a width of about 115 ft.
- 148 docks are located in the general area.





The Dock construction:

- The Dock is build like the Docks at Indian Point.
- The 14 feet long floating ramp is 4 feet wide and anchored to high ground bridging the river banking.
- The 14 feet long floater is 6 feet wide free floating and not attached to the riverbed.
- It is secured to high ground, bridging the River Bank.



Whom is the dock serving?

- The Fire and Fescue departments are interested in having the option of using the dock as a possible location for their vessel and as a drop off or pick up point for their personal.
- In case of an emergency, patients may utilize the dock to reach the new medical facility.
- The boaters can easily walk to our local merchant community.

Signage:

- Language to be developed.
- Spelling out the rules will dovetail with those of the Rest Area.
- No overnight docking.
- Maximum docking time 90 minutes.
- Four boat maximum at any given time.
- Town assumes no liability if used. It is used at personal risk.

Contact information:

Ingo Hartig

21 Oakledge Rd.

Raymond, ME 04071

wolfingo@hartex.com

207-655-7733

**Appendix A**

To: Danielle Loring; Executive Assistant, Town of Raymond
From: Milan Nevajda
Date: March 24, 2015
Subject: **Scope of services regarding a business growth research**

This memorandum outlines a scope of services for a business development study to be completed as part of a wider economic development planning effort in Raymond. The proposed scope was developed by Planning Decisions with feedback from municipal staff.

In 2014 Raymond's Economic Development Task Force conducted a survey of businesses in town. The Task Force identified 130 businesses operating in Raymond, several of which were home operations. The survey, sent out by mail and made available online, received 31 responses on a variety of questions dealing with the business environment in Raymond, to infrastructure, to business regulations.

The survey found that over 50% of the 31 businesses that participated in the study have plans to expand their business. Over 90% of those surveyed wanted to remain in Raymond. What is missing from these results is an indication of what "expansion" or "growth" means to these respondents, and consequently, what the barriers are to this growth (both from within the business and from the community), and what solutions might address those barriers.

The purpose of this study is to pin-point the nature of business growth in Raymond. Who is looking to expand? Which industries are expanding and at what rate? Does growth mean increased demand for space, for employees, for suppliers, or a mix of all three? With a better understanding of the definitions and parameters for "growth" in the Raymond business community, the Town will be better positioned to understand the barriers that exist and to implement meaningful solutions.

In the business survey, and in a subsequent citizen survey, the topic of internet infrastructure was also discussed. Furthermore, Planning Decisions discovered a potential benefit to the business community by upgrading internet capacity and access in Raymond's commercial corridors. This study will include an investigation into the feasibility of expanding internet service in Raymond and in increasing utilization of high-speed internet by existing businesses. The feedback from the business growth research can be directly applicable to future applications for ConnectME grant funding for internet infrastructure development.



The following is an outline for services proposed. We invite your feedback on the proposal.

1. ***Host an initial meeting with Town staff and officials.*** The purpose of the meeting will be to develop a list of participating business-owners, develop a strategy to solicit their participation in the study, and identify the key objectives for the business research. With respect to infrastructure issues, it will be important to connect with organizations and businesses that were not included in the originally business survey. This includes, but is not limited to, neighboring communities, businesses along commercial corridors connected to the Raymond Commercial district, key institutions such as Saint Joseph's College and the RSU, and economic development organizations.
2. ***Organize 2 small group meetings with business owners.*** The meetings, held on the same day, will be organized as focus group sessions conducted at convenient times for business owners. Planning Decisions will review findings from the recent business and community surveys with participants as an entry point for more targeted discussion. The purpose of the focus groups will be to answer the following questions:
 - a. What growth and expansion look like for each business?
 - b. What is the expectation of growth
 - c. What conditions are needed in order for the business to consider expansion?
 - d. What barriers exist (funding, personnel, facilities, equipment, vendor supply chains, cost management, production capacity, marketing, etc.) to expansion?
 - e. What solutions are businesses interested in?
3. ***Summary of findings.*** Planning Decisions will analyze and compile the findings from the business meetings, and produce a summary report. The report will be distributed to municipal staff in Raymond and surrounding communities, economic development groups, and other relevant institutions.

The scope of service outlined above can be completed for \$3,000

Best regards,

Milan Nevajda, Planner
Planning Decisions, Inc.



MEMORANDUM

To: Danielle Loring, Town of Raymond
From: Milan Nevajda, Planning Decisions
Date: May 7, 2015
Subject: Raymond Business Focus Groups Outline

The following is a draft outline of how Planning Decisions and the Town of Raymond can manage two business focus group sessions scheduled for June, 2015 with businesses and other relevant actors involved in economic development in Raymond.

Each focus group is scheduled to span two hours. Sessions will be coordinated with interested participants and scheduled to accommodate the schedules of the largest number of interested participants. Business and economic development officials will be contacted directly by Town staff to gauge interest in participating in the business focus groups. Those that are interested will be compiled into a short-list that Town staff will work with to find a suitable time and location to host the focus groups.

An agenda for each session is provided below. Planning Decisions staff will host the focus groups. The intent is to encourage guided and focused discussion on specific business needs and economic development opportunities.

1. Introductions of participants and PDI (5 min.)

2. Summary of the business survey, the local and regional economy (15 min.)

Planning Decisions will review the results of the Town's recent business and economic development surveys as well as the current state of the regional and local economy. Planning Decisions will highlight broader trends for the Raymond region, and point out economic conditions that may be of relevance to the businesses present.

Town staff will review recent activities undertaken by the Town to improve or otherwise support economic development in Raymond. This includes providing an overview of progress toward economic development goals and activities.

3. Focused firm-specific discussion on growth opportunities (30 min.)

Planning Decisions will invite each participant to discuss the following topics as they pertain to their business or organization:

- *Describe your business or your role in local economic development*
- *Describe why your business is located in Raymond*
- *Describe your business growth plans or expectations. **Non-business owners:** Describe steps your organization is, or is interested in taking to enhance economic development in Raymond.*
- *What are the primary barriers to growth for your business? **Non-business owners:** What are the primary barriers standing in the way of economic development in Raymond?*
- *How would you address these barriers?*
- *What will it take for your business to hire an additional employee?*
- *What would it take for your business to expand sales by 25%? By 50%?*
- *Who and where are your primary clients and how do you connect with them?*
- *Who and where are your primary vendors/suppliers and how do you connect with them?*

MEMORANDUM

Planning Decisions will invite the group to ask questions, follow-up, and otherwise respond to comments made by the participants once everyone has had an opportunity to speak.

4. Focused discussion on infrastructure, especially internet access and use (30 min.)

In today's economy generally, but particularly in more rural areas that are less directly- connected to vendors, suppliers, and markets, the internet is a critical tool for growing as well as sustaining businesses across most if not all sectors. Planning Decisions will lead a focused discussion on the potential for greater use of the internet by Raymond businesses, and the needs that may exist in order to realize that potential.

This portion of the session will begin with a short presentation by an internet marketing and business solutions consultant. There are multiple companies in southern Maine that provide free initial consultations to understand how the internet can enhance or support a given business. Town staff will contact and invite consultants to the sessions and have them provide a short presentation to start the conversation. Each participant will be asked:

- *How does your business currently use the internet?*
- *How do your peers and competitors use the internet?*
- *What internet speed is necessary for you to operate your business today? What speed would be necessary if your business was to grow?*
- *What internet services does your business currently make use of?*

5. Focused discussion on Town priorities (30 min.)

Planning Decisions will guide an open discussion to gather feedback on the following economic development topics relative to Raymond:

- **Marketing the Town:** *what are our biggest assets, how can we communicate them to customers, visitors, vendors, and the outside world more effectively? What markets should be the focus?*
- **Attracting non-Raymond businesses:** *What common vendors and service providers would be suitable to Raymond? What strategies do you recommend for attracting them to Raymond?*
- **Retail growth** (particularly for retail business-owners): *Are there retail service gaps in Raymond? What kind of retail businesses would complement or grow existing businesses (accepting a healthy level of competition) and what kind (or what scale) of additional retail activity would be damaging to existing businesses.*
- **Workforce solutions**, including employee (re)training: *What are your workforce needs? What challenges do you face as a business in finding appropriate, skilled labor?*
- **Commercial real estate:** *Is there enough appropriate and affordable commercial space relative to nearby towns for the types of businesses that may be attracted to Raymond?*
- **Business financing and capital:** *Do you have access to affordable and flexible business financing to achieve the growth goals of your business? What is missing?*
- **Professional business support services:** *What types of business services do you require but do not have access to in Raymond? Where do you go for these services? How much of a benefit would it be for your business to have access to these services locally?*
- **Networking opportunities:** *is it a benefit to you or would it be a benefit to Raymond's economic development to have more opportunities to interact with local business owners, suppliers and vendors, clients, and other industry support organizations?*

6. Summary of discussion and closing (10 minutes)

Planning Decisions will close with a free-format discussion on comments and ideas shared.

Hi Danielle,

Attached please find materials necessary to include in the Board's e-packets for their upcoming May meeting.

Attached is the informational packet prepared by Bill Stockmeyer, attorney for the RSU, in response to the Board's questions posed in February 2015. In addition, the final version of the quitclaim deed is attached in Word as well as the transfer tax form (no transfer tax is due on this transaction, but the form must still be filed). Please note that Bill's packet from February included an identical version of the quitclaim deed in it, except that it required the deed to be physically signed by the Board of Selectmen, and at my request, he revised it in the Word document to allow the Town Manager to sign as authorized by the Board of Selectmen, pending the Board's vote at its May meeting.

Please include the following vote language for a motion:

Vote to authorize and direct the Town Manager to execute a quitclaim deed from the Town of Raymond to the Regional School Unit No. 14 as presented to the Board of Selectmen, and to take other related action necessary to affect such transfer.

The "other related action" is meant to include filing the transfer tax form. Please let me know if you have any questions as the board meeting approaches. Bill informed me that he and a representative from the RSU plan to attend. Don has not asked me to attend, but please let me know if you would like me to attend. I will forward this e-mail with attachments to Bill so the RSU will have it.

Thank you,

Shana

Shana Cook Mueller

Shareholder

smueller@bernsteinshur.com

207 228-7134 direct

207 774-1200 main

207 770-2587 fax

**Informational Package Requested by Selectmen
Transfer of Raymond School Real Estate to RSU 14**

Summary of Contents:

- Tab 1: Summary Background and Legal Authority
- Tab 2: Deed, Town of Raymond to RSU 14 (prepared for signature)
- Tab 3: Town's Deeds (Town's Current Ownership)
- Tab 4: Tax Maps Showing Properties to be Conveyed; Survey of Nature Trails Parcel
- Tab 5: Deed, Town of Windham to RSU 14

Summary Background Transfer of Raymond School Real Estate to RSU 14

Background: Legal Basis for Transfer:

The legal basis for the RSU to determine what real estate of the town is needed for school purposes, and for the selectmen to transfer ownership, is as follows:

- 20-A MRSA §1462 (attached). This statute authorizes the RSU board to determine the RSU member town's real estate that is needed for school purposes. Upon the RSU's request, "[t]he municipal officers . . . shall make the transfer of property and assets."
- Reorganization Plan, section 5 (attached). The Raymond Town voters approved the Reorganization Plan. The approved Plan states that the RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the District's right, title and interest in all real property of the Raymond and Windham School Departments.

Summary of School Real Estate To Be Conveyed:

The RSU has identified five lots necessary for the schools to be conveyed. These are:

1. Jordan Small School
2. Jordan Small School Field
3. Nature Trails Behind Jordan Small School
4. Raymond Elementary School
5. Bus Turnaround on Deep Cove Road (easement only)

The original proposed deed prepared by the RSU's attorney was reviewed and approved with modifications by the Town's attorney on July 9, 2014. At the February meeting of the selectmen, it was pointed out that the Town needs the Bus Turnaround Lot on Deep Cove Road for other purposes. RSU 14 agrees that it only needs an easement on this lot, and has modified the deed accordingly.

Deed:

The requested deed from the Town of Raymond to RSU 14 is found at Tab 2 of this package. The deed is a Municipal Quitclaim Deed. This deed uses the historical property descriptions contained in the Town's deeds. As backup, the Town's current deeds are found at Tab 3, and various visual aids are provided as Tab 4.

Responses to Issues Raised by the Selectmen:

- Town's need for the bus turnaround for other purposes. Response: The RSU has determined that it uses and needs the bus turnaround. The deed has been modified, however, so that the town conveys only an easement, not fee title, for this property.

- Are there surveys of these lots? Response: The deed uses the historical property descriptions from the town's own deeds, rather than survey descriptions, which are not legally required. The RSU does not have surveys of the properties, except for the Nature Trails parcel adjoining Jordan Small School, which is included in Tab 4. Tab 4 also includes all of the tax maps of the parcels to be deeded to RSU 14.
- Has Windham conveyed all of its school land? Response: Yes, on October 1, 2012, Windham conveyed its school property. A copy of this deed is attached as Tab 5. This deed identifies each Windham school property conveyed.
- Is all of the Raymond school property needed by the RSU? Response: Yes, the RSU has determined it needs all the property identified in the requested deed. To accommodate the selectmen's request, the deed has been modified to convey only an easement on the Deep Cove Road parcel used as a bus turnaround. Additionally, to accommodate the town, the RSU has agreed on page 1 of the deed to continue to allow public use of various trails.
- Copies of the Town's existing deeds. Response: See Tab 3.
- Land purchased with Town funds as opposed to State funds. Response: The statute and reorganization plan require the conveyance of school property whether funded locally ("Local Only") or whether qualifying for state subsidy ("State/Local"). According to Mr. Scott Brown, Director of School Facilities Services at the Maine Department of Education, his records indicate that the State approved the Raymond Elementary School project financing of \$7,700,000, all of which was State/Local with no Local Only; and the State approved the Jordan Small School Project financing of \$2,867,210, of which \$2,452,760 was State/Local and \$414,450 of which was Local Only. This data is based upon a spreadsheet Mr. Brown prepared for older projects. He would need to make an archive request for the actual project approvals.
- Can the RSU close or sell a Raymond School? Response: The RSU cannot close a Raymond school for lack of need or financial reasons without a 2/3 vote of the school board and unless the Raymond voters, acting alone, approve the closure. Windham does not participate in this vote. In the event Raymond voters approve a closure, RSU 14 is not permitted to sell the school property unless it first offers to return the school property to the town. The governing statutes setting forth Raymond's rights to the schools are recited in the deed.

Statutory Authority for Transfer

Maine Revised Statutes

Title 20-A: EDUCATION

Chapter 103-A: REGIONAL SCHOOL UNITS

§1462. TRANSFER OF PROPERTY AND ASSETS

Upon the formation of a regional school unit pursuant to this subchapter, the transfer of school property and assets is governed by this section. [2007, c. 240, Pt. XXXX, §13 (NEW) .]

1. Board of directors. The directors of the board of each regional school unit established in this chapter shall determine what school property of the municipal school units in existence prior to the operational date of the new regional school unit and of the school administrative units in existence prior to the operational date of the new regional school unit is necessary to carry out the functions of the regional school unit and shall request in writing that the board of each such school administrative unit or the municipal officers transfer title of their school property and buildings to the regional school unit board of directors.

[2007, c. 240, Pt. XXXX, §13 (NEW) .]

2. Transfer. The municipal officers and boards contacted pursuant to subsection 1 shall make the transfer of property and assets notwithstanding any other provision in the charter of the school administrative unit or municipality. After the operational date of a regional school unit, if a transfer of property by a prior regional school unit, school administrative district or community school district has not occurred in accordance with the reorganization plan, the regional school unit board may act as the successor to the school board of the prior regional school unit, school administrative district or community school district for purposes of transferring the title to the property by deed to the regional school unit or other transferee in accordance with the terms of the reorganization plan.

[2011, c. 655, Pt. C, §1 (AMD) .]

3. Financing assumed debts. A regional school unit shall assume the outstanding indebtedness of a school administrative unit in existence prior to the operational date of the new regional school unit for school construction projects approved for subsidy under chapter 609 and pursuant to section 1506. If a regional school unit board of directors has assumed the outstanding indebtedness of a school administrative unit in existence prior to the operational date of the new regional school unit, the directors of the regional school unit board may, notwithstanding any other statute or any provision of any trust agreement, use any sinking fund or other money set aside by the school administrative unit in existence prior to the operational date of the new regional school unit to pay off the indebtedness for which the money was dedicated. A regional school unit board of directors is not required to assume the outstanding indebtedness of a school administrative unit in existence prior to the operational date of the new regional school unit in its regional school unit for nonstate-funded projects pursuant to section 15905-A and pursuant to section 1481.

[2007, c. 240, Pt. XXXX, §13 (NEW) .]

SECTION HISTORY

2007, c. 240, Pt. XXXX, §13 (NEW). 2011, c. 655, Pt. C, §1 (AMD) .

4. The Composition, Powers & Duties of any Local School Committee to be Created

No local School Committee shall be created by the new Raymond / Windham School District. The Raymond and Windham School Boards shall continue with the management and control of the public school and programs until the new Raymond / Windham School District becomes operational on July 1, 2009.

5. The Disposition of Real and Personal School Property

A. Real Property & Fixtures

All real property interests, including without limitation, land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures of the Raymond School Department and the Windham School Department shall be conveyed to the new Raymond / Windham School District. The RSU Board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the District's right, title and interest in such real property and fixtures.

All real property and fixtures shall be transferred to the new Raymond / Windham School District. The disposition of the non-transferred property, if any, shall become the property of the municipality in which it is located, unless otherwise specified in this Plan. (Exhibit 5A)

B. Personal Property

All other tangible school personal property, including movable equipment, furnishings, textbooks, and other curriculum materials, supplies and inventories shall become property of the new Raymond / Windham RSU as successor of the Windham School Department and the Raymond School Department.

The new Raymond / Windham RSU may require such assignments, bills of sale, or other instruments of transfer as in its judgment is necessary to establish the District's right, title and interest in such personal property. (Exhibit 5B)

C. Agreements to Share or to Jointly Own Property

In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the new Raymond / Windham School District shall be the successor in interest to the SAU.

6. The Disposition of Existing School Indebtedness

A. Bonds, Notes, and Lease/Purchase Agreements that the New Raymond / Windham District WILL assume

The Town of Raymond shall assume liability to pay a portion of the Windham High School local-only bond, as specified in Exhibit 6A.

Otherwise, the other bonds, notes, and lease/purchase agreements issued by an SAU before the operative day of the new Raymond / Windham RSU shall not be assumed by the District.

Quitclaim Deed without Covenant

KNOW ALL PERSONS BY THESE PRESENTS, that the **INHABITANTS OF THE TOWN OF RAYMOND**, a/k/a the **TOWN OF RAYMOND**, a Maine municipal corporation, with a mailing address of 401 Webbs Mills Road, Raymond, Maine 04071 (the “**Grantor**”),

for consideration paid, releases to

REGIONAL SCHOOL UNIT NO. 14, a Maine regional school unit, having a mailing address of 228 Windham Center Road, Windham, Maine 04062 (the “**Grantee**”), the following described real estate:

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Raymond school properties, situated in the Town of Raymond, in the County of Cumberland and State of Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof.

By accepting delivery of this deed, Grantee agrees to continue to allow general public pedestrian use during non-school hours of certain existing trails as currently located on currently undeveloped portions of the premises conveyed herein, namely, the Nature Trails behind Jordan Small School (Tax Map 10, Lot 103) and the Frog Pond Trails at Raymond Elementary School (Tax Map 10, Lot 34A) (collectively, the “Existing Trails”), provided that this agreement shall not restrict in any way the Grantee’s right in its sole discretion to further develop or improve any portion of the premises conveyed herein, including placement of buildings, facilities or other improvements on or near the Existing Trails, even if such developments or improvements in practical effect will restrict or prevent the pedestrian use of Existing Trails.

By accepting delivery of this deed, Grantee recognizes that the school buildings on the premises constitutes “school buildings” for purposes of sections 1511-1512 and 4101-4104 of Title 20-A of the Maine Revised Statutes (the “school closing and disposition statutes”), as the same may be amended from time to time. Grantee further recognizes that, pursuant to the school closing and disposition statutes, as currently enacted (i) the Grantee may not effect a “school closing” (as that term is defined in section 1512(4) of Title 20-A) for lack of need without an approving vote of the Town of Raymond voters; and (ii) if the Grantee does effect a school closing for lack of need with the approval of the Town of Raymond voters, the Grantee must offer the premises the Town of Raymond prior to a sale of the premises to a third party.

IN WITNESS WHEREOF, the Inhabitants of the Town of Raymond, a/k/a the Town of Raymond has caused this instrument to be executed by its undersigned Board of Selectmen, thereunto duly authorized, as of the ____ day of _____, 2015.

[signatures to follow]

WITNESS TO ALL:

**Inhabitants of the Town of Raymond,
a/k/a the Town of Raymond**

By: Its Board of Selectmen

Samuel Gifford, Chairman

Lawrence A. Taylor, Vice-Chairman

Joseph Bruno

Michael Reynolds

Teresa Sadak

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2015

Then personally appeared the above-named Samuel Gifford, Chairman of the Board of Selectmen on behalf of the Inhabitants of the Town of Raymond, a/k/a the Town of Raymond and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Inhabitants of the Town of Raymond, a/k/a the Town of Raymond.

Before me,

Notary Public

Print Name:

My Commission Expires:

EXHIBIT A

Grantor: Inhabitants of the Town of Raymond, a/k/a the Town of Raymond
 Grantee: Regional School Unit No. 14
 Real Estate: Raymond School Properties

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Raymond school properties, so-called, situated in the Town of Raymond, County of Cumberland and State of Maine designated as follows, and being more particularly described in the following deeds as recorded in the Cumberland County Registry of Deeds (the "Registry"):

Jordan Small School: Warranty Deed from Merle E. Thorpe and Mary w. Thorpe to the Inhabitants of the Town of Raymond dated October 27, 1950 and recorded in the Registry at Book 2024, Page 88. Reference is made to Tax Map 10, Lot 95 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Also conveying all right, title and interest the Grantor may have in and to the underground pipes and septic system that currently service the buildings located on the property herein conveyed, including any rights of the Grantor to cross underneath Route 85, a/k/a Webbs Mills Road with said underground pipes and septic system to connect to a leach field located on other property of the Grantor also conveyed herein as the "Elementary School".

Jordan Small School Field: Personal Representative's Deed from Faith L. Vance, Personal Representative of the Estate of Alva M. Clough to the Inhabitants of the Town of Raymond dated March 26, 1987 and recorded in the Registry at Book 7693, Page 106. Reference is made to Tax Map 10, Lot 96 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Nature Trails behind Jordan Small School: Warranty Deed from Ford S. Reiche to the Town of Raymond dated June 7, 1988 and recorded in the Registry at Book 8371, Page 171. Reference is made to Tax Map 10, Lot 103 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Elementary School: Warranty Deed from Victor A. Caprara and Carol A. Caprara to the Town of Raymond dated October 27, 1995 and recorded in the Registry at Book 12183, Page 15. Reference is made to Tax Map 10, Lot 34A as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010. Excepting therefrom that portion of Book 12183, Page 15 conveyed by Warranty Deed from the Inhabitants of the Town of Raymond to John F. Loyd, Jr., Trustee of the Raymond School Trust, dated August 16, 2000 and recorded in the Registry at Book 15668, Page 122.

Also conveying a strip of land approximately fifty (50) feet in width, being that portion of Lot 34 lying between Lots 32 and 33 as shown on the Town of Raymond, Maine Property Tax Map 10, Revised as of April 1, 2010. Said strip of land being the remaining property described in a

Warranty Deed from Lori M. Freid-Davis, a/k/a Lori M.F. Davis and Ora M. Davis, Jr. to John F. Loyd, Jr., Trustee of the Raymond School Trust, dated June 30, 1999 and recorded in the Registry at Book 14893, Page 213 that was not previously conveyed by Trustee's Deed from John F. Loyd, Jr., Trustee of the Raymond School Trust to Robert E. and Diana L. Caton dated August 16, 2000 and recorded in the Registry at Book 15668, Page 123. Reference is made to a deed from John F. Loyd, Jr., Trustee of the Raymond School Trust to the Town of Raymond of recent date to be recorded herewith.

Also conveying all right, title and interest in and to any underground pipes located within the fifty (50) foot strip that connect to a leach field located on other property conveyed herein as the "Elementary School Property".

Subject to rights and easements conveyed to the State of Maine Department of Transportation dated August 15, 1973 and recorded in the Registry in Book 3524, Page 337.

In addition to the above properties, also an easement, to be used as a bus turnaround serving the school properties above described, over the lot or parcel of land more particularly described in the following deed:

Bus Turnaround on Deep Cove Road: Warranty Deed from Donald F. Gordan and Barbara J. Gordan to the Inhabitants of the Town of Raymond dated September 6, 1972 and recorded in the Registry at Book 3356, Page 111. Reference is made to Tax Map 61, Lot 4 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Said bus turnaround easement to include the right to maintain, repair, improve, and replace the turnaround area on said lot.

The above referenced properties and easement are conveyed together with and subject to all rights, easements, terms and conditions as set forth in the above referenced deeds.

Know all Men by these Presents, That

We, Merle E. Thorpe and Mary W. Thorpe, both of Raymond in the County of Cumberland and State of Maine,

in consideration of one dollar and other valuable considerations, paid by the Inhabitants of the Town of Raymond, a municipal corporation organized and existing under the laws of the State of Maine, and located at Raymond in said County and State, the receipt whereof we do hereby acknowledge, do hereby, give, grant, bargain, sell and convey unto the said

Inhabitants of the Town of Raymond, its Successors and Assigns forever, the following described property:

A certain lot or parcel of land situated in said Raymond more particularly described as follows: Starting at a stake in corner of stone wall on the easterly side of Route 85 leading from East Raymond to Crescent Lake and the northeasterly corner of land of Alva Clough; thence northwesterly along said road six hundred (600) feet, more or less, to a stake; thence North 66° 30' East five hundred sixty-nine (569) feet, more or less, along a stone wall to a stake at corner of wall; thence South 26° 30' East four hundred ninety-three (493) feet, more or less, along a stone wall to a stake in wall; thence South 43° West four hundred (400) feet, more or less, along stone wall to point of beginning, containing five and one-half (5½) acres, more or less.

The Grantee agrees to maintain a woven wire fence between the southeasterly boundary of these Grantors and the northwesterly boundary of the land herein conveyed.

U.S.I.R.
\$0.55
M.E.T.
- - - -

~~On Here and in Hold~~ the aforegranted and bargained premises, with all the privileges and appurtenances thereof, to the said Inhabitants of the Town of Raymond, its Successors and Assigns, to its and

their use and behoof forever. And we do covenant with the said Grantees, their Successors and Assigns,

~~here and assigns~~, that we are lawfully seized in fee of the premises; that they are free of all incumbrances;

that we have good right to sell and convey the same to the said Grantees to hold as aforesaid; and that we and our heirs, shall and will warrant and defend the same to the said

Grantees, their Successors heirs and assigns forever, against the lawful claims and demands of all persons.

~~In Witness Whereof~~, we, the said Merle E. Thorpe and Mary W. Thorpe, being a widow, the said Grantors, and Eva L. Thorpe, wife of the said Merle E. Thorpe, joining in this deed as Grantor, and relinquishing and conveying our rights by descent and all other rights in the above described premises,

our hand s and seals this twenty seven day of October, have hereunto set one thousand nine hundred and fifty. in the year of our Lord

Signed, Sealed and Delivered in presence of
Brooks Whitehouse

to all

Merle E. Thorpe Seal
Mary W. Thorpe Seal
Eva L. Thorpe Seal

State of Maine, CUMBERLAND, SS.
the above named Merle E. Thorpe

October 27, 1950.

Personally appeared

and acknowledged the above instrument to be his free act and deed.

Before me, Brooks Whitehouse Justice of the Peace.

Received November 7, 1950, at 11 o'clock - m. A. M., and recorded according to the original.

a,

Jordan Small School Field

BK7693PG0106

PERSONAL REPRESENTATIVE'S DEED
016658

FAITH L. VANCE of Raymond, County of Cumberland, State of Maine, duly appointed and acting Personal Representative of the ESTATE OF ALVA M. CLOUGH, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to THE INHABITANTS OF THE TOWN OF RAYMOND, a municipal corporation, whose mailing address is Town Office, Route 85, Raymond, Maine 04071, a certain lot or parcel of land situated in the Town of Raymond, County of Cumberland, State of Maine, and bounded and described as follows:

A certain lot or parcel of land, situated on the easterly side of Route 85 in Raymond in the County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by a drill hole at the end of a stone wall on the easterly side of Route No. 85 at the south-westerly corner of land now or formerly occupied by the Jordan-Small School;

Thence N 51°-03'-09" E, and by the line of a stone wall and the land now occupied by said school, 392.52 feet to a point marked by a drill hole at the intersection of two stone walls and the land now or formerly of R. Jordan;

Thence S 36°-38'-03" E, and by a stone wall and the land of said Jordan, 450 feet, to an iron set and the land now or formerly of the heirs of A. Clough;

Thence S 51°-02'-25" W, and by the land of said Clough heirs, 390.24 to an iron set on the easterly side of Route No. 85;

Thence N 36°-55'-30" W, and by the easterly side of Route No. 85, 450 feet to the drill hole found at the point of beginning; containing approximately 4.0 acres.

The above-described premises are a portion of the premises described in a deed from William S. Cole to Alva M. Clough dated August 29, 1939 and recorded in the Cumberland County Registry of Deeds, Book 1586, Page 281. Alva M. Clough died testate November 2, 1986 and her estate is probated in Cumberland County Probate Court, Docket No. 86-1403, certificate and abstract with respect to said probate having been recorded in Cumberland County Registry of Deeds, Book 7523, Page 197.

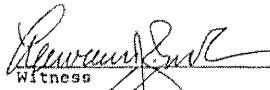
And I, the said Faith L. Vance, in my said capacity, do hereby covenant to and with the said Inhabitants of the Town of Raymond, its successors and assigns, that I am the lawful Personal Representative of the ESTATE OF ALVA M. CLOUGH, that I have the legal power to sell this property as aforesaid, and that in making this conveyance I have complied with all legal requirements with respect thereto.

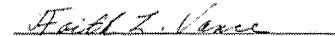
BK7693PG0107

I, Faith L. Vance, hereby personally joins in this deed for the purpose of consenting to the within sale as sole beneficiary under the Will of Alva M. Clough and hereby acknowledge that I received at least ten (10) days prior notice of the within sale.

WITNESS my hand and seal this 26th day of March, 1987.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Witness



Faith L. Vance, Personally and
as Personal Representative of
the Estate of Alva M. Clough

STATE OF MAINE
Cumberland, SS.

March 26, 1987

Personally appeared the above named FAITH L. VANCE and acknowledged the foregoing instrument to be her free act and deed individually and in said capacity.

Before me,


Notary Public/Attorney-at-Law
Lawrence M. Zuckerman
Please Print Name

RECORDED
RECORDED DEEDS OF DEEDS
1987 MAR 31 AM 10:15
CUMBERLAND COUNTY
James G. Walsh

Nature Trails behind Jordan Small School

BK 8371 PG 0171

032632

SHORT FORM WARRANTY DEED

Ford S. Reiche of 15 Sweetser Road, North Yarmouth, Maine FOR CONSIDERATION PAID, grants to TOWN OF RAYMOND, MAINE, a Maine municipal corporation, with WARRANTY COVENANTS, the following real property located in Raymond, Maine:

Lot A as shown on plan entitled "Subdivision Plan of Jordan Hill Road", prepared by Delta Engineering, Inc. dated 1/25/88 and recorded at the Cumberland County Registry of Deeds in Plan Book 170, page 8.

Having been conveyed to the Grantors herein by deeds of Marilyn J. Kaplinger dated 11/1/87 and 11/28/87 and recorded at said Registry of Deeds in Book 8049, Page 42 and Book 8089, Page 86 respectively.

WITNESS my hand and seal this 7th day of June, 1988.

WITNESS

Debra A. Manning

Ford S. Reiche

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above named Ford S. Reiche and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Debra A. Manning
Notary Public/Attorney

DEBRA A. MANNING
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES APRIL 30, 1993

SEAL

RECEIVED
CLERK OF DEEDS

1988 JUL -8 PM 3:51

CUMBERLAND COUNTY
James J. Walsh

BK 12183PG015

55908

SHORT FORM WARRANTY DEED

VICTOR A. CAPRARA AND CAROL A. CAPRARA both of Winthrop, Maine, FOR CONSIDERATION PAID, grant to the TOWN OF RAYMOND, a Maine municipal corporation, with a place of business at R.R. #1, Box 269, Raymond, Maine 04071, real property together with any improvements thereon, located in Raymond, Cumberland County and State of Maine, more particularly bounded and described as follows:

MAINE REAL ESTATE TAX PAID

A certain lot or parcel of land situated in the Town of Raymond, County of Cumberland State of Maine situated on the westerly side of the road leading from East Raymond to Crescent Lake, known as Route No. 85, bounded and described as follows:

Beginning at the easterly end of a stone wall on the westerly side of Route No. 85 at a point which is five hundred seventy-six (576) feet southerly from the northerly corner of land now or formerly owned by Frances Small; thence South 63° West by the center of said stone wall, a distance of seven hundred seventy-eight (778) feet to an iron rod at the intersection of two stone walls; thence South 12° East by the center of a stone wall, a distance of one hundred (100) feet to an iron rod; thence South 52 1/2° West, a distance of seven hundred eighty-eight (788) feet to an iron rod on line of land now or formerly owned by Karl N. Murch, said iron rod being twenty-five (25) feet southwesterly from the southeasterly end of a stone wall; thence South 37 1/2° East by land of said Murch, a distance of seven hundred sixty and eight tenths (760.8) feet to the end of a stone wall and continuing southeasterly by land of said Murch following said stone wall, a distance of one hundred fifty-four (154) feet to the end of said stone wall; thence South 38° East by land of said Murch, a distance of five hundred forty-three (543) feet to a brass pin in a stone wall on line of land now or formerly owned by one Brown; thence North 52 1/2° East by land of said Brown following a stone wall, a distance of nine hundred seventy-three (973) feet to the corner of said wall; thence North 37 1/2° West by land of said Brown following a stone wall, a distance of eighty-three (83) feet to the intersection of two stone walls; thence North 52 1/2° East by land of said Brown following a stone wall, a distance of four hundred seventy-eight and four tenths (478.4) feet to the intersection of two stone walls; thence North 35° West by line of land now or formerly owned by said Frances Small following a stone wall, a distance of two hundred eighty-five (285) feet to the end of said stone wall; thence South 60° West about twenty-four (24) feet to the end of a stone wall and continuing southwesterly along the center of said stone wall, a distance of four hundred thirty-five (435) feet to the intersection of two stone walls, said last described wall being the more northerly of two parallel walls; thence North 26° West by the center of a stone wall a distance of four hundred sixty-eight and five tenths (468.5) feet to the intersection of two

BK 12183PG016

-2-

walls; thence North 77° East by the center of a stone wall, a distance of five hundred twenty-five (525) feet to the westerly side of Route No. 85; thence northwesterly along the westerly side of Route No. 85, a distance of seven hundred twenty-two and five tenths (722.5) feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantors herein by deed from Frances J. Small dated June 29, 1995 and recorded in the Cumberland County Registry of Deeds in Book 11989, Page 291.

WITNESS our hands and seals this 27th day of October, 1995.

WITNESS:

Geoffrey U. Uole

Victor A. Caprara
Victor A. Caprara

Pat Boett

Carol A. Caprara
Carol A. Caprara

State of Maine.
None, ss.

Oct 27, 1995

PERSONALLY APPEARED the above-named Victor A. Caprara and Carol A. Caprara, and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Geoffrey U. Uole
Notary Public Bellevue - at - law
Print Name:
Geoffrey U. Uole

RECEIVED
RECORDED REGISTRY OF DEEDS

Caprara.dd

95 OCT 27 AM 11:43

CUMBERLAND COUNTY

John B. O'Brien

2212

Known All Men by These Presents.

111

That We, DONALD F. GORDAN and BARBARA J. GORDAN, both of Raymond, County of Cumberland, and State of Maine

in consideration of one dollar and other valuable considerations

paid by INHABITANTS OF THE TOWN OF RAYMOND, a body politic situated in the County of Cumberland and State of Maine

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said Inhabitants of the Town of Raymond, its successors

as aforesaid
heirs and assigns forever, a certain lot or parcel of land situated on the westerly side of Shore Road in the town of Raymond, County of Cumberland and State of Maine, being bounded and described as follows:

Beginning at the third angle on the westerly sideline of Shore Road from the terminus of said Shore Road as shown on a plan entitled Plan of Deep Cove at Raymond, Maine made for Walter Lown and recorded in Cumberland County Registry of Deeds in Plan Book 33, page 66. Said angle point also being the southeasterly corner of the parcel of land conveyed by Deep Cove Shores, Inc. to Harold S. Jones et al by deed dated January 30, 1961 and recorded in said Registry of Deeds in Book 2610, page 69; thence by land of said Jones et al on a course of N 71°54' W a distance of 70.27 feet to a point; thence through two parcels of land conveyed to the grantors by Doris H. Cowperthwaite by deed dated August 6, 1970 and recorded in said Registry of Deeds in Book 3138, page 214 and April 5, 1971 in Book 3165, page 227 on a course of S 23°06' E a distance of 102.26 feet to land conveyed by Deep Cove Shores Inc. to Bernard Zade by deed dated January 1961 and recorded in said Registry of Deeds in Book 2583, page 244; thence by land of said Zade N 68°10' E a distance of 70.02 feet to said Shore Road; thence by said Shore Road N 23°06' W a distance of 97.69 feet to the point of beginning.

The above described courses are magnetic as of the year 1946. This conveyance is made subject, however, to the right of way conveyed by Deep Cove Shores, Inc. to Fred S. Plummer by deed dated December 29, 1960 and recorded in said Registry of Deeds in Book 2529, page 278.

The grantors herein reserve to themselves, their heirs and assigns forever, a right of way over the above described parcel of land from said Shore Road to other land of the grantors.

Reference is hereby made to a deed from Doris H. Cowperthwaite to these grantors dated April 5, 1971 and recorded in said Registry in Book 3165, page 227.

112

~~to have and to hold~~ the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said Inhabitants of the Town of Raymond, its successors

~~heirs~~ and assigns, to them and their use and behoof forever.

And we do covenant with the said Grantee, its ^{successors} ~~heirs~~ and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances; except as aforesaid

that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will Warrant and Defend the same to the said Grantee, its successors, ~~heirs~~ and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof. We the said Donald F. Gordon and Barbara J. Gordon, being husband and wife

and

~~wife~~ ~~of the said~~

joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hand and seal: this sixth day of September in the year of our Lord one thousand nine hundred and seventy-two.

Signed, Sealed and Delivered
in presence of

John Peters
to both

Donald F. Gordon
Barbara J. Gordon

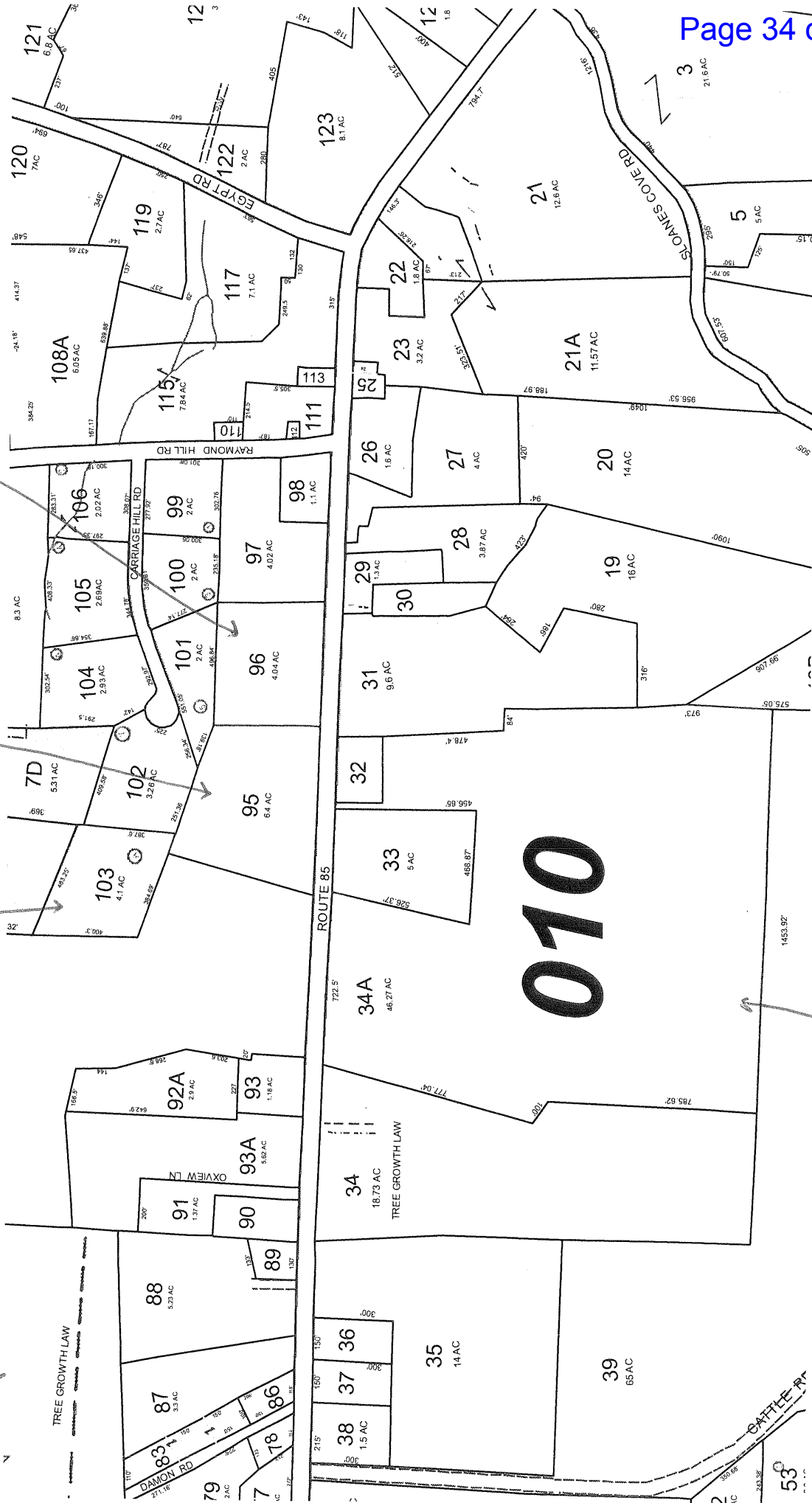
Jordan Small School Field

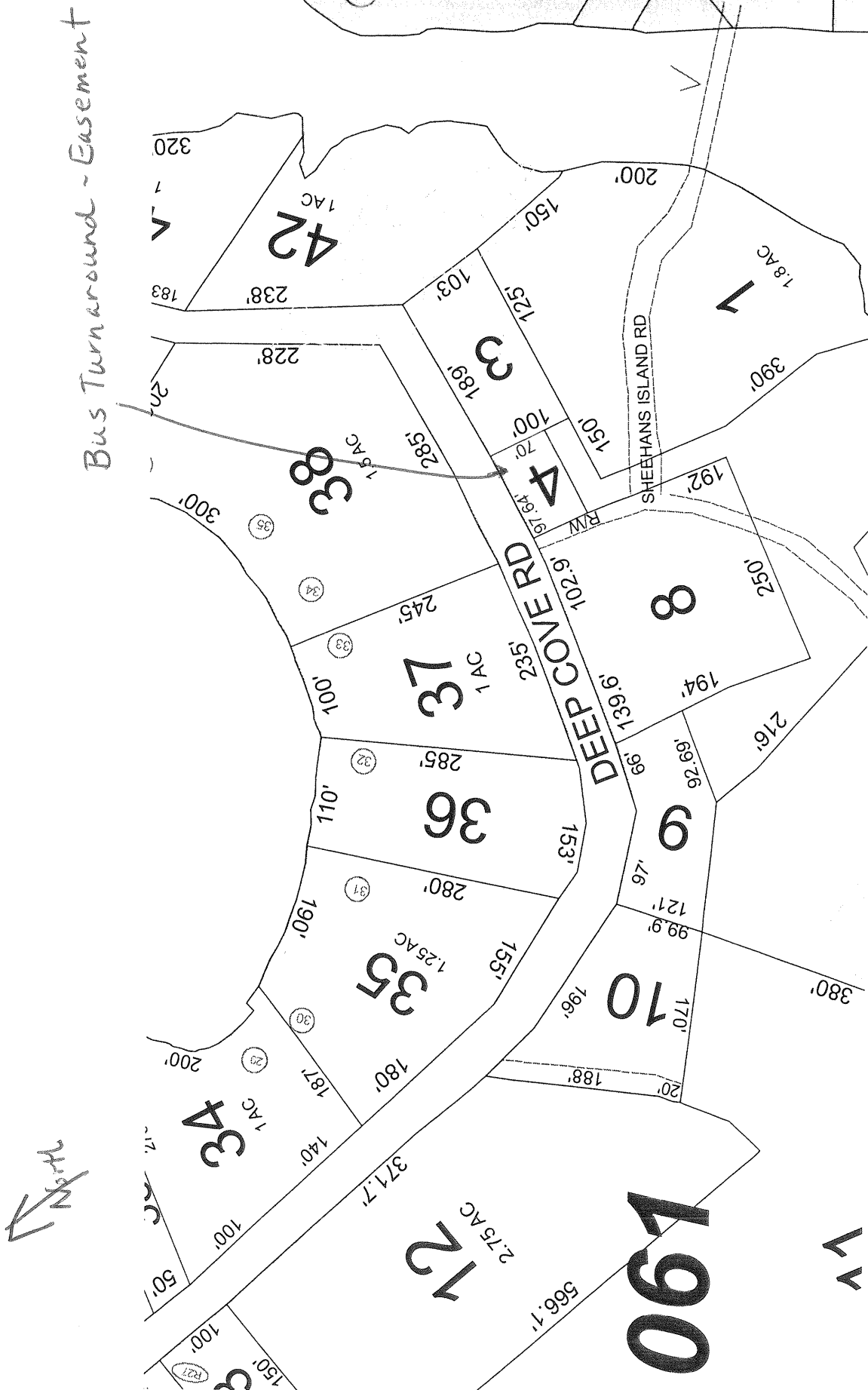
Nature Trails
(behind Jordan Small School)

Jordan Small School

Elementary School

Raymond Tax Map 10





- LEGEND**
- NEAR TO BE SEEN
NEAR FOUND
DRILL HOLE TO BE SEEN
DRILL HOLE FOUND
STONE FOUND DRILL
TREE HELD
TREE WITH WIRE
STONE WALL
WIRE FENCE
WETLAND
WET AREA
EDGE OF WET AREA
TRAIL
EXISTING BUILDING

Doc#: 57639 Bk:30002 Pg: 222

Quitclaim Deed without Covenant

KNOW ALL PERSONS BY THESE PRESENTS, that the INHABITANTS OF THE TOWN OF WINDHAM, a/k/a INHABITANTS OF WINDHAM, a/k/a the INHABITANTS OF THE MUNICIPALITY OF WINDHAM, a/k/a the TOWN OF WINDHAM, a Maine municipal corporation, with a mailing address of 8 School Road, Windham, Maine 04062; (the "Grantor"),

for consideration paid, releases to

REGIONAL SCHOOL UNIT NO. 14, a Maine regional school unit, having a mailing address of 228 Windham Center Road, Windham, Maine 04062 (the "Grantee"), the following described real estate:

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Windham school properties, situated in the Town of Windham, in the County of Cumberland and State of Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the INHABITANTS OF THE TOWN OF WINDHAM, a/k/a INHABITANTS OF WINDHAM, a/k/a the INHABITANTS OF THE MUNICIPALITY OF WINDHAM, a/k/a the TOWN OF WINDHAM has caused this instrument to be executed by the undersigned, thereunto duly authorized, as of the 1ST day of October, 2012.

[signatures to follow]

Doc#: 57639 Bk:30002 Pg: 223

WITNESS:

INHABITANTS OF THE TOWN OF WINDHAM,
a/k/a INHABITANTS OF WINDHAM, a/k/a the
INHABITANTS OF THE MUNICIPALITY OF
WINDHAM, a/k/a the TOWN OF WINDHAM

Jimmy Hodgman

By:

Anthony T. Plante
Anthony T. Plante, Town Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

October 1, 2012

Then personally appeared the above-named Anthony T. Plante, in his capacity as Town Manager of the Town of Windham and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Inhabitants of the Town of Windham, a/k/a Inhabitants of Windham, a/k/a the Inhabitants of the Municipality of Windham, a/k/a the Town of Windham.

Before me,

Susan M Rogers
Notary Public

Print Name:

My Commission Expires:

SUSAN M. ROGERS
Notary Public, Maine
My Commission Expires 4/1/2017

SEAL

Doc#: 57639 Bk:30002 Pg: 224

EXHIBIT A

Grantor: Inhabitants of the Town of Windham, a/k/a Inhabitants of Windham, a/k/a the
Inhabitants of the Municipality of Windham, a/k/a the Town of Windham

Grantee: Regional School Unit No. 14

Real Estate: Windham School Properties

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Windham school properties, so-called, situated in the Town of Windham, County of Cumberland and State of Maine, and being more particularly described as follows:

John Andrews School Property

The premises described in the following deeds as recorded in the Cumberland County Registry of Deeds (the "Registry"):

JAS-a) Warranty Deed from Samuel Bragdon to the Inhabitants of School District No. 2 dated September 23, 1886 and recorded in the Registry at Book 574, Page 281.

JAS-b) Warranty Deed from Philip L. Ames to the Town of Windham dated May 5, 1953 and recorded in the Registry at Book 2118, Page 459.

JAS-c) Warranty Deed from Edna A. Murch to the Town of Windham dated April 29, 1953 and recorded in the Registry at Book 2127, Page 447.

ALSO CONVEYING to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the John Andrews School premises, so-called. Reference is made to Town of Windham Property Tax Map 37, Lot 24, Revised as of April 1, 2010.

Manchester School Property

The premises described in the following deeds as recorded in the Registry:

MS-a) Quitclaim Deed from Charles L. Mann to the Inhabitants of the Town of Windham dated May 17, 1932 and recorded in the Registry at Book 1389, Page 339; excepting therefrom that portion conveyed by Quitclaim Deed from the Inhabitants of the Town of Windham to North Windham Union Church dated July 12, 1957 and recorded in the Registry at Book 2394, Page 361.

MS-b) Warranty Deed from Don P. Proctor and Marion B. Proctor to the Inhabitants of the Town of Windham dated April 30, 1964 and recorded in the Registry at Book 2818, Page 308.

Doc#: 57639 Bk:30002 Pg: 225

MS-c) Warranty Deed from John H. Taylor and Isabel R. Taylor to the Inhabitants of the Municipality of Windham dated April 25, 1972 and recorded in the Registry at Book 3264, Page 179.

MS-d) Warranty Deed from Nellie P. Bennett and Lloyd P. Bennett to the Town of Windham dated August 11, 1998 and recorded in the Registry at Book 14072, Page 57.

ALSO CONVEYING to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the Manchester School premises, so-called; except as may be specifically described and excluded herein. Reference is made to Town of Windham Property Tax Map 54, Lots 5 and 44A; Tax Map 67, Lots 6, 10A, 10A01 and 21, Revised as of April 1, 2010.

ALSO CONVEYING, however, to the Grantee herein a right and easement for ingress and egress in and to the existing driveway leading from the easterly sideline of Roosevelt Trail to the westerly line of property herein conveyed in item MS-a) referenced above; including the right to repair, replace and maintain the same. Said driveway is currently located on and crosses other property of the Town of Windham as set forth in deeds recorded in the Registry in Book 418, Page 458 and in Book 863, Page 13.

EXCEPTING THEREFROM the fee to a private way known as "Spousedo Road" which crosses a portion of the property set forth in items MS-b) and MS-c) referenced above and shown on Tax Map 54, Lots 5 and 44A; **CONVEYING**, however, to the Grantee herein a right and easement on, through and over Spousedo Road for ingress and egress and for all utilities, including the right to maintain, repair and replace said utilities located thereon.

High School, Middle School, Field Allen, Little Red Schoolhouse, Strout Property, Athletic Fields, and a p/o Tukey Property:

The premises described in the following deeds as recorded in the Registry:

HS-a) Warranty Deed from Marion H. Hodgdon, Susie M. Allen and Harry W. Hanson to the Inhabitants of the Town of Windham dated March 25, 1931 and recorded in the Registry at Book 1368, Page 378.

HS-b) Warranty Deed from Willard Fulton White, Annie V. Badger and Mary P. Carle to the Inhabitants of the Town of Windham dated June 11, 1962 and recorded in the Registry at Book 2679, Page 313.

HS-c) Warranty Deed from Elsie B. Lorenzen to the Town of Windham dated July 29, 1975 and recorded in the Registry at Book 3720, Page 308.

HS-d) Warranty Deed from James R. Dorr and Virginia R. Dorr to the Town of Windham dated July 29, 1975 and recorded in the Registry at Book 3720, Page 309.

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HS-e) Warranty Deed from Robert H. Greenlaw, Walter B. Greenlaw, Pauline G. Atherton, Priscilla V. Dorr and Joan G. Clark to the Town of Windham dated July 9, 1980 and recorded in the Registry at Book 4632, Page 45.

HS-f) Warranty Deed from Ercell M. Gordon to the Town of Windham dated December 31, 1986 and recorded in the Registry at Book 7677, Page 309.

HS-g) Warranty Deed from Frank Porcaro and Helena M. Kirk to the Town of Windham dated December 31, 1986 and recorded in the Registry at Book 7677, Page 311.

HS-h) Warranty Deed from Michael A. Valente, III and Scott Liberty to the Town of Windham dated December 5, 1997 and recorded in the Registry at Book 13489, Page 161.

HS-i) Warranty Deed from Gertrude K. Strout to the Town of Windham dated January 11, 2002 and recorded in the Registry at Book 17194, Page 241.

HS-j) That portion of lands, with any improvements thereon, described in a Warranty Deed from James R. Dorr and Priscilla V. Dorr to the Town of Windham dated April 18, 1980 and recorded in Book 4592, Page 222 lying southerly of the following described lines, said parcel is situated on the southwesterly side of Windham Center Road, Town of Windham, Cumberland County, State of Maine: Beginning on the southwesterly right of way line of Windham Center Road at a found 5/8 inch rebar with red plastic cap stamped "Survey Inc. PLS 586" at the northerly corner of lands described in a deed to the Town of Windham recorded in Book 17194, Page 241 and the easterly corner of lands described in a deed to Town of Windham recorded in Book 4592, Page 222; Thence, S61°17'03"W a distance of 148.81 feet to a set rebar; Thence, N82°26'05"W a distance of 379.84 feet to a set rebar; Thence, S74°31'18"W a distance of 486.31 feet to found one inch iron pipe in a stone, flush, at a top of bank at a common corner of the lands described in Book 4592, Page 222 and lands described in a deed to the Town of Windham recorded in Book 4632, Page 45; Thence, S68°45'38"W a distance of 442.96 feet to a set rebar on the northeasterly line of lands described in a deed to Howard R. Grumpelt and Catherine F. Abernathy recorded in Book 8064, Page 238, said rebar lies S39°41'20"E, as measured along the line of Grumpelt and Abernathy, a distance of 185.00 feet from a found 5/8 inch rebar with red plastic cap stamped "Survey Inc. PLS 586". Containing 4 acres, more or less. The basis of bearing is observed magnetic north 2001. All set rebar are 5/8 inch with yellow plastic cap stamped "Lewis & Wasina, Inc. PLS 2114".

ALSO CONVEYING an easement in and to the use and maintenance of the existing cross-country trails as the same are located on an approximately 6 acre portion (the "Trail Easement Area") of the remaining Town of Windham property in Book 4592, Page 222, subject to the Town's right to require relocation of the trails within the Trail Easement Area as may be needed. The location of said Trail Easement Area being as follows: Beginning at a set rebar on the on the northeasterly line of lands described in a deed to Howard R. Grumpelt and Catherine F. Abernathy recorded in Book 8064, Page 238, said rebar lies N39°41'20"W, as measured along the line of Grumpelt and Abernathy, a distance of 205.05 feet from a found 8 inch by 8 inch stone, now buried in debris, at the easterly corner of Grumpelt and Abernathy and the northerly corner of lands described in a deed to the Town of Windham recorded in Book 7611, Page 311; Thence, N39°41'20"W along lands of Grumpelt and Abernathy a distance of 185.00 feet to a found 5/8 inch rebar with red plastic cap stamped "Survey Inc. PLS 586"; Thence, N39°41'20"W along lands of Grumpelt and Abernathy a distance of 21 feet, more or less, to the top of bank of the Pleasant River; Thence, northerly and northeasterly along the top of

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bank of the Pleasant River 850 feet, more or less, to a point lying N71°44'41"W from the northeasterly end of the tie course in the next described course; Thence, S71°44'41"E a distance of 30 feet, more or less to a point that lies N25°23'55"E a distance of 813.36 feet from the aforementioned found 5/8 inch rebar with red plastic cap stamped "Survey Inc. PLS 586" on the northeasterly line of Grumpelt and Abernathy; Thence, S15°33'42"E a distance of 147.04 feet; Thence, S03°10'41"E a distance of 169.52 feet; Thence, S11°59'15"W a distance of 235.48 feet; Thence, S72°01'30"E a distance of 327.01 feet; Thence, S31°30'24"E a distance of 38.90 feet to the 486.31 foot long line described in the parcel described above; Thence, S74°31'18"W a distance of 154.77 feet to found one inch iron pipe in a stone, flush, at a top of bank at a common corner of the lands described in Book 4592, Page 222 and lands described in a deed to the Town of Windham recorded in Book 4632, Page 45; Thence, S68°45'38"W a distance of 442.96 feet the point of beginning. The Trail Easement Area contains 6 acres, more or less. This description is based on a plan entitled "Survey of Proposed Boundaries" provided to RSU No.14 by Lewis & Wasina, Inc., project number 21064, dated June 3, 2012, revised through July 11, 2012.

ALSO CONVEYING all rights and easements described in the following deeds RE-a) and RE-b), which rights and easements are located on a portion of the Trail Easement Area, subject to the terms and conditions described therein:

RE-a) Warranty Deed from Winifred H. Greenlaw, et als to the Inhabitants of the Town of Windham dated September 28, 1962 and recorded in the Registry at Book 2712, Page 198.

RE-b) Warranty Deed from Robert H. Greenlaw, et als to the Inhabitants of the Town of Windham dated March 14, 1963 and recorded in the Registry at Book 2738, Page 84.

ALSO CONVEYING to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the High School, Middle School, Field Allen, Little Red Schoolhouse, Strout Property, Athletic Fields, and a p/o Tukey Property premises, so-called; except as may be specifically described and excluded herein. Reference is made to Town of Windham Property Tax Map 12, Lots 25, 26, 27, 39B and a p/o 28; and Tax Map 44, Lot 19B, Revised as of April 1, 2010,

EXCEPTING AND RESERVING THEREFROM that portion of the Grantor's premises described in the deed recorded in Book 1368, Page 378 as set forth in item HS-a) referenced above, (being a portion of Tax Map 12, Lot 25) that comprises the land and buildings used and designated as the Windham Public Library located at 217 Windham Center Road, Windham, Maine, and the land and buildings designated and used as the Health Council Loan Closet located at 221 Windham Center Road, Windham, Maine (together, the "Library/Loan Closet Parcel"). The Library/Loan Closet Parcel is bounded and described as follows: A parcel of land, with any improvements thereon, situated on the southwesterly side of Windham Center Road, Town of Windham, Cumberland County, State of Maine, and being more particularly described as follows: Beginning at a set rebar on the southwesterly right of way line of Windham Center Road S41°47'18"E distance of 728.58 as measured along said right of way line from a found 5/8 inch rebar with red plastic cap stamped "Survey Inc. PLS 586" at the northerly corner of lands described in a deed to Town of Windham recorded in Book 17194, Page 241; Thence, S41°47'18"E along the right of way line of Windham Center Road a distance of 445.61 feet to a set rebar; Thence, S48°12'42"W a distance of 208.00 feet to a set rebar; Thence, N38°52'08"W a distance of 446.19 feet to a set rebar; Thence, N48°12'42"E a distance of 185.27 feet to the point of beginning. Containing 2.01 acres, more or less.

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The basis of bearing is observed magnetic north 2001. All set rebar are 5/8 inch with yellow plastic cap stamped "Lewis & Wasina, Inc. PLS 2114". This description is based on a plan entitled "Survey of Proposed Boundaries" provided to RSU No.14 by Lewis & Wasina, Inc., project number 21064, dated June 3, 2012, revised through July 11, 2012.

ALSO RESERVING to the Grantor, as appurtenant to the Library/Loan Closet Parcel, a right and easement over the Grantee's property herein conveyed in item HS-a) referenced above (the "HS-a) Property"), for the non-exclusive use of the Library Wastewater Disposal Chambers, so-called, as the same is shown on the Lewis & Wasina Plan, and to the related leach field system; including but not limited to the right to repair, replace and maintain at Grantor's sole expense said Library Wastewater Disposal Chambers, related leach field system and related wastewater pipes, on condition that Grantor shall restore the surface of said area to its original condition after any such repair, replacement or maintenance.

ALSO CONVEYING to the Grantee, as appurtenant to the Grantee's HS-a) Property, the right and easement in and to the non-exclusive use of the HDPE tile cover, culvert and underdrain system (the "HDPE system") located on the Grantor's retained Library/Loan Closet Parcel and as shown on the Lewis & Wasina Plan; including but not limited to the right to enter on the Grantor's Library/Loan Closet Parcel to repair, replace and maintain said HDPE system and to restore the surface of said area to its original condition after any such repair, replacement or maintenance. Said HDPE system is for the purposes of servicing the buildings on the Grantee's HS-a) Property and on the Grantor's retained Library/Loan Closet Parcel, and Grantee and Grantor shall share the cost of any repairs, replacement, maintenance and surface restoration in proportion to their use.

Superintendent's Office Property:

The premises described as follows:

A parcel of land, with any improvements thereon, situated on the northeasterly side of Windham Center Road and contains a portion of the way known as School Road, Town of Windham, Cumberland County, State of Maine, and is more particularly described as follows: Beginning at a set rebar on the northeasterly right of way line of Windham Center Road at the westerly corner of lands described in a deed to the Windham Historical Society recorded in Book 11847, Page 61; Thence, N41°47'18"W along the northeasterly right of way line of Windham Center Road a distance of 317.09 feet to a PK nail set in pavement; Thence, N47°05'40"E a distance of 203.74 feet to a PK nail set in pavement, most of this line lies slightly northwesterly of the northwesterly side of the traveled portion of the way known as School Road; Thence, S42°54'20"E, crossing School Road, a distance of 52.00 feet to a set rebar; Thence, N47°05'40"E a distance of 90.00 feet to a found 5/8 inch rebar at a westerly corner of lands described in a deed to October House LLC recorded in Book 28238, Page 313 and the southerly corner of lands described in a deed to the Town of Windham recorded in Book 7225, Page 5; Thence, S41°54'55"E along lands of October House LLC a distance of 133.39 feet to a found 5/8 inch rebar; Thence, S47°07'34"W along lands of October House LLC a distance of 201.16 feet to a found 5/8 inch rebar; Thence, S41°06'06"E parallel to the face of brick of the southwest wall of the "Old Town House" on lands of the Windham Historical Society along lands of October House LLC and lands of the Windham Historical Society a distance of 133.50 feet to the westerly foundation corner of the "Old Town House", this corner lies S86°53'00"W a distance of 0.34 feet from the westerly corner of brick of said building; Thence,

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S48°07'35"W along lands of the Windham Historical Society a distance of 92.27 feet to the point of beginning. Containing 62,275 square feet (1.43 acres), more or less. The basis of bearing is observed magnetic north 2001. All set rebar are 5/8 inch with yellow plastic cap stamped "Lewis & Wasina, Inc. PLS 2114".

Said Superintendent's Office Property is comprised of the property as set forth in the following deeds recorded in the Registry:

SO-a) All of the first parcel as set forth in Warranty Deed from Marion H. Hodgdon, Susie M. Allen and Harry W. Hanson to the Inhabitants of the Town of Windham dated March 25, 1931 and recorded in the Registry at Book 1368, Page 378.

SO-b) A portion of the property as set forth in a Warranty Deed from William Guyler Hawkes to Inhabitants of Windham dated April 6, 1910 and recorded in the Registry at Book 863, Page 12.

ALSO CONVEYING to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the Superintendent's Office premises, so-called, as well as to the portion of the common sewer and septic system located thereon. Reference is made to a portion of Town of Windham Property Tax Map 45, Lot 4, Revised as of April 1, 2010.

RESERVING TO THE GRANTOR a fifty (50) foot wide easement and right of way in common with others, for the purposes of ingress and egress, the location of all utilities, and the access and use of any parking spaces on, in and to that portion of School Road included in the above described Superintendent's Office Property, so-called, including the right to maintain, repair and replacement of said road and utilities. Said fifty (50) foot wide easement and right of way being located as follows: Beginning at a PK nail set in pavement on the northeasterly right of way line of Windham Center Road N41°47'18"W as measured along the northeasterly right of way line of Windham Center Road a distance of 317.09 feet from a set rebar at the westerly corner of lands conveyed by deed to Windham Historical Society recorded in Book 11847, Page 61; Thence, N47°05'40"E a distance of 203.74 feet to a PK nail set in pavement, most of this line lies slightly northwesterly of the northwesterly side of the traveled portion of the way known as School Road; Thence, S42°54'20"E, crossing School Road a distance of 50.00 feet; Thence, S47°05'40"W a distance of 204.72 feet to the northeasterly right of way line of Windham Center Road; Thence, N41°47'18"W along the northeasterly right of way line of Windham Center Road a, crossing the end of School Road, a distance of 50.01 feet to the point of beginning. This description is based on a plan entitled "Survey of Proposed Boundaries" provided to RSU No.14 by Lewis & Wasina, Inc., project number 21064, dated June 3, 2012, revised through July 11, 2012.

ALSO CONVEYING all of the Grantor's right title and interest in and to the following appurtenant easements over and through the Grantor's remaining property as described at Book 863, Page 12 and as described in the second parcel at Book 7225, Page 4 ("the Grantor's remaining property"), for the benefit of and to serve the Grantee's premises herein conveyed:

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1. An easement and right of way in common with others, to access and use the parking spaces on or adjacent to the portion of School Road that is located on the Grantor's remaining property, as said spaces may be relocated from time to time.
2. An easement in and to the use of, and the right to repair, replace and maintain at Grantee's sole expense, all utilities in their current locations and related improvements that serve the premises herein conveyed, to the extent if any, located on the Grantor's remaining property. To the extent, however, said improvements are for lines or mains and related improvements shared by the premises herein conveyed and the Grantor's remaining property, Grantor and Grantee shall share equally the cost of repair, replacement and surface restoration.
3. An easement in common with Grantor to connect to and use such portions of the shared septic system (leach field, septic tank and associated improvements), currently serving the premises herein conveyed and the Grantor's remaining property, as are located on the Grantor's remaining property and/or any public road or way, together with the right to enter on the Grantor's remaining property to repair, maintain and replace the shared septic system. Grantor and Grantee agree that the Grantee shall maintain the shared septic system from the point where Grantor's line enters the shared system in good working order and repair at Grantee's sole expense, provided that if the shared septic system components need replacement or repair more extensive than customary maintenance of the system (a "major repair"), Grantee and Grantor shall share the cost equally. In the case of such major repair needed, Grantee shall give written notice to Grantor of the nature of the major repair and its cost. Such notice shall be given in advance of performance of the major repair except that in the case of failures or other emergencies the written notice need not be in advance. If Grantor objects to a major repair other than a failure or other emergency, Grantor shall so inform Grantee in writing stating the nature of its specific objections. Grantee shall take the objections into consideration and consult with Grantor and the Grantee's septic system company, and if the matter is not resolved to the parties' satisfaction the Grantee shall follow the recommendation of the septic system company. If Grantor substantially changes the burden that the use of the Grantor's remaining land places on the shared septic system, the Grantee may reasonably reallocate the respective shares of the costs of the shared septic system, including both customary maintenance and major repairs.

SUBJECT TO the following easements reserved by Grantor for the benefit of and to serve Grantor's remaining property:

1. An easement in and to the use of, and the right to repair, replace and maintain at Grantor's sole expense and in their current locations, any utilities and related improvements that may be located on the premises herein conveyed and that currently serve the Grantor's remaining property. To the extent, however, that said improvements are for lines or mains and related improvements shared by the premises herein conveyed and the Grantor's remaining property, Grantor and Grantee shall share equally the cost of repair, replacement and surface restoration.
2. An easement in common with Grantee to connect to and use such portions of the shared septic system (leach field, septic tank and associated improvements), currently serving the premises herein conveyed and the Grantor's remaining property, as are located on the premises herein conveyed, together with the right to enter on the premises herein conveyed to repair, maintain

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and replace the shared septic system if, after reasonable written notice, the Grantee shall have failed to do so. Grantor and Grantee agree that the Grantee shall maintain the shared septic system from the point where Grantor's line enters the shared system in good working order and repair at Grantee's sole expense, provided that if the shared septic system components need replacement or repair more extensive than customary maintenance of the system (a "major repair"), Grantee and Grantor shall share the cost equally. In the case of such major repair needed, Grantee shall give written notice to Grantor of the nature of the major repair and its cost. Such notice shall be given in advance of performance of the major repair except that in the case of failures or other emergencies the written notice need not be in advance. If Grantor objects to a major repair other than a failure or other emergency, Grantor shall so inform Grantee in writing stating the nature of its specific objections. Grantee shall take the objections into consideration and consult with Grantor and the Grantee's septic system company, and if the matter is not resolved to the parties' satisfaction the Grantee shall follow the recommendation of the septic system company. If Grantor substantially changes the burden that the use of the Grantor's remaining land places on the shared septic system, the Grantee may reasonably reallocate the respective shares of the costs of the shared septic system, including both customary maintenance and major repairs.

By accepting delivery of this deed, Grantee acknowledges and agrees that the Superintendent's Office Property constitutes a "school building" for purposes of sections 4101-4104 of Title 20-A of the Maine Revised Statutes, as amended (the "school disposition statute"), and as such is subject to the provisions of the school disposition statute requiring the Grantee to offer that property to the Town of Windham prior to sale to a third party, as the same may be amended from time to time.

Received
Recorded Register of Deeds
Oct 05, 2012 08:44:12A
Cumberland County
Pamela E. Lovley



12RETTD

RETTD
**MAINE REVENUE SERVICES
REAL ESTATE TRANSFER TAX
DECLARATION**

TITLE 36, M.R.S.A. SECTIONS §§4641-4641N

1. County

2. Municipality/Township

3. GRANTEE/
PURCHASER

3a) Name LAST or BUSINESS, FIRST, MI

3c) Name, LAST or BUSINESS, FIRST, MI

3e) Mailing Address

3f) City

BOOK/PAGE—REGISTRY USE ONLY

3b) SSN or Federal ID

3d) SSN or Federal ID

3g) State 3h) Zip Code

4. GRANTOR/
SELLER

4a) Name, LAST or BUSINESS, FIRST, MI

4c) Name, LAST or BUSINESS, FIRST, MI

4e) Mailing Address

4f) City

4b) SSN or Federal ID

4d) SSN or Federal ID

4g) State 4h) Zip Code

5. PROPERTY

5a) Map

Block

Lot

Sub-Lot

5b) Type of property—Enter the code number that **best** describes the property being **sold**. (See instructions)—»

also Map 10, Lots 96, 103 & 34A. Also, Map 61, Lot 4 - Deep Cove Rd.

5c) Physical Location

Check any that apply:

No tax maps exist

5d) Acreage

Multiple parcels

Portion of parcel

.

6. TRANSFER TAX

6a) Purchase Price (If the transfer is a gift, enter "0")

6a

.006b) Fair Market Value (enter a value **only** if you entered "0" in 6a) or if 6a) was of nominal value)

6b

.00

6c) Exemption claim – Check the box if either grantor or grantee is claiming exemption from transfer tax and explain.

7. DATE OF TRANSFER (MM-DD-YYYY)

8. WARNING TO BUYER—If the property is classified as Farmland, Open Space, Tree Growth, or Working Water-front a substantial financial penalty could be triggered by development, subdivision, partition or change in use.

MONTH DAY YEAR

CLASSIFIED

9. SPECIAL CIRCUMSTANCES—Were there any special circumstances in the transfer which suggest that the price paid was either more or less than its fair market value? If yes, check the box and explain:

10. INCOME TAX WITHHELD—Buyer(s) not required to withhold Maine income tax because:

Seller has qualified as a Maine resident

A waiver has been received from the State Tax Assessor

Consideration for the property is less than \$50,000

Foreclosure Sale

11. OATH

Aware of penalties as set forth by Title 36 §4641-K, we hereby swear or affirm that we have each examined this return and to the best of our knowledge and belief, it is true, correct, and complete. Grantee(s) and Grantor(s) or their authorized agent(s) are required to sign below:

Grantee _____ Date _____ Grantor _____ Date _____

Grantee _____ Date _____ Grantor _____ Date _____

12. PREPARER

Name of Preparer _____ Phone Number _____

Mailing Address _____ E-Mail Address _____
Portland, ME 04101

Fax Number 207-772-3627

Quitclaim Deed without Covenant

KNOW ALL PERSONS BY THESE PRESENTS, that the **INHABITANTS OF THE TOWN OF RAYMOND**, a/k/a the **TOWN OF RAYMOND**, a Maine municipal corporation, with a mailing address of 401 Webbs Mills Road, Raymond, Maine 04071 (the “**Grantor**”),

for consideration paid, releases to

REGIONAL SCHOOL UNIT NO. 14, a Maine regional school unit, having a mailing address of 228 Windham Center Road, Windham, Maine 04062 (the “**Grantee**”), the following described real estate:

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Raymond school properties, situated in the Town of Raymond, in the County of Cumberland and State of Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof.

By accepting delivery of this deed, Grantee agrees to continue to allow general public pedestrian use during non-school hours of certain existing trails as currently located on currently undeveloped portions of the premises conveyed herein, namely, the Nature Trails behind Jordan Small School (Tax Map 10, Lot 103) and the Frog Pond Trails at Raymond Elementary School (Tax Map 10, Lot 34A) (collectively, the “Existing Trails”), provided that this agreement shall not restrict in any way the Grantee’s right in its sole discretion to further develop or improve any portion of the premises conveyed herein, including placement of buildings, facilities or other improvements on or near the Existing Trails, even if such developments or improvements in practical effect will restrict or prevent the pedestrian use of Existing Trails.

By accepting delivery of this deed, Grantee recognizes that the school buildings on the premises constitutes “school buildings” for purposes of sections 1511-1512 and 4101-4104 of Title 20-A of the Maine Revised Statutes (the “school closing and disposition statutes”), as the same may be amended from time to time. Grantee further recognizes that, pursuant to the school closing and disposition statutes, as currently enacted (i) the Grantee may not effect a “school closing” (as that term is defined in section 1512(4) of Title 20-A) for lack of need without an approving vote of the Town of Raymond voters; and (ii) if the Grantee does effect a school closing for lack of need with the approval of the Town of Raymond voters, the Grantee must offer the premises the Town of Raymond prior to a sale of the premises to a third party.

IN WITNESS WHEREOF, the Inhabitants of the Town of Raymond, a/k/a the Town of Raymond has caused this instrument to be executed by its undersigned Town Manager, thereunto duly authorized, as of the _____ day of _____, 2015.

[signature to follow]

WITNESS TO ALL:

**Inhabitants of the Town of Raymond,
a/k/a the Town of Raymond**

By: _____
Donald Willard, Town Manager,
authorized by vote of the Board of
Selectmen on May 12, 2015.

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2015

Then personally appeared the above-named Donald Willard, Town Manager of the Inhabitants of the Town of Raymond, a/k/a the Town of Raymond, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Inhabitants of the Town of Raymond, a/k/a the Town of Raymond.

Before me,

Notary Public

Print Name:

My Commission Expires:

EXHIBIT A

Grantor: Inhabitants of the Town of Raymond, a/k/a the Town of Raymond
 Grantee: Regional School Unit No. 14
 Real Estate: Raymond School Properties

Those certain lots or parcels of land, together with the buildings and improvements to realty thereon, comprising the Raymond school properties, so-called, situated in the Town of Raymond, County of Cumberland and State of Maine designated as follows, and being more particularly described in the following deeds as recorded in the Cumberland County Registry of Deeds (the "Registry"):

Jordan Small School: Warranty Deed from Merle E. Thorpe and Mary w. Thorpe to the Inhabitants of the Town of Raymond dated October 27, 1950 and recorded in the Registry at Book 2024, Page 88. Reference is made to Tax Map 10, Lot 95 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Also conveying all right, title and interest the Grantor may have in and to the underground pipes and septic system that currently service the buildings located on the property herein conveyed, including any rights of the Grantor to cross underneath Route 85, a/k/a Webbs Mills Road with said underground pipes and septic system to connect to a leach field located on other property of the Grantor also conveyed herein as the "Elementary School".

Jordan Small School Field: Personal Representative's Deed from Faith L. Vance, Personal Representative of the Estate of Alva M. Clough to the Inhabitants of the Town of Raymond dated March 26, 1987 and recorded in the Registry at Book 7693, Page 106. Reference is made to Tax Map 10, Lot 96 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Nature Trails behind Jordan Small School: Warranty Deed from Ford S. Reiche to the Town of Raymond dated June 7, 1988 and recorded in the Registry at Book 8371, Page 171. Reference is made to Tax Map 10, Lot 103 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Elementary School: Warranty Deed from Victor A. Caprara and Carol A. Caprara to the Town of Raymond dated October 27, 1995 and recorded in the Registry at Book 12183, Page 15. Reference is made to Tax Map 10, Lot 34A as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010. Excepting therefrom that portion of Book 12183, Page 15 conveyed by Warranty Deed from the Inhabitants of the Town of Raymond to John F. Loyd, Jr., Trustee of the Raymond School Trust, dated August 16, 2000 and recorded in the Registry at Book 15668, Page 122.

Also conveying a strip of land approximately fifty (50) feet in width, being that portion of Lot 34 lying between Lots 32 and 33 as shown on the Town of Raymond, Maine Property Tax Map 10, Revised as of April 1, 2010. Said strip of land being the remaining property described in a

Warranty Deed from Lori M. Freid-Davis, a/k/a Lori M.F. Davis and Ora M. Davis, Jr. to John F. Loyd, Jr., Trustee of the Raymond School Trust, dated June 30, 1999 and recorded in the Registry at Book 14893, Page 213 that was not previously conveyed by Trustee's Deed from John F. Loyd, Jr., Trustee of the Raymond School Trust to Robert E. and Diana L. Caton dated August 16, 2000 and recorded in the Registry at Book 15668, Page 123. Reference is made to a deed from John F. Loyd, Jr., Trustee of the Raymond School Trust to the Town of Raymond of recent date to be recorded herewith.

Also conveying all right, title and interest in and to any underground pipes located within the fifty (50) foot strip that connect to a leach field located on other property conveyed herein as the "Elementary School Property".

Subject to rights and easements conveyed to the State of Maine Department of Transportation dated August 15, 1973 and recorded in the Registry in Book 3524, Page 337.

In addition to the above properties, also an easement, to be used as a bus turnaround serving the school properties above described, over the lot or parcel of land more particularly described in the following deed:

Bus Turnaround on Deep Cove Road: Warranty Deed from Donald F. Gordan and Barbara J. Gordan to the Inhabitants of the Town of Raymond dated September 6, 1972 and recorded in the Registry at Book 3356, Page 111. Reference is made to Tax Map 61, Lot 4 as shown on the Town of Raymond, Maine Property Tax Maps, Revised as of April 1, 2010.

Said bus turnaround easement to include the right to maintain, repair, improve, and replace the turnaround area on said lot.

The above referenced properties and easement are conveyed together with and subject to all rights, easements, terms and conditions as set forth in the above referenced deeds.



*Board of Selectmen
401 Webbs Mills Road
Raymond, Maine 04071*

Appointment by Municipal Officers of Election Clerks

Pursuant to M.R.S.A. 21-A §503, the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm the following registered voters as Election Clerks for the June 3, 2015, Town Meeting and the June 9, 2015, election:

First Name	Surname	Address 1	Address 2	City St Zip
Susan	Accardi	PO Box 928		Raymond ME 04071
Linda	Alexander	1 Pine Lane		Raymond ME 04071
Abel	Bates	1 Cape Rd		Raymond ME 04071
Kathleen	Bent	5 Shore Rd		Raymond ME 04071
Shirley	Bloom	26 Sebago Rd		Raymond ME 04071
Alice	Bredenberg	PO Box 655		Raymond ME 04071
Suzanne	Brockelbank	3 Mill St		Raymond ME 04071
Carolyn	Burnham	PO Box 655		Raymond ME 04071
Nancy	Buzzell	PO Box 483		Raymond ME 04071
Marie	Connolly	10 Chickadee Ln		Raymond ME 04071
Charles	Cragin	PO Box 248		Raymond ME 04071
Deborah	Eastman	PO box 129		Raymond ME 04071
Natalie	Foss	4 Brown Rd		Raymond ME 04071
Greg	Foster	29 Ledge Hill Rd		Raymond ME 04071
Deborah	Gideon	179 Raymond Hill Rd		Raymond ME 04071
Janice	Gower	9 Oxview Lane		Raymond ME 04071
Susan	Grondin	PO Box 869		Raymond ME 04071
Susan	Hamilton	PO Box 845		Raymond ME 04071
Dorothy	Hartman	PO Box 1274		Raymond ME 04071
Robert	Hartman	PO Box 1274		Raymond ME 04071
Steven	Haycock	174 North Raymond Rd		Raymond ME 04071
Susan	Hirsch	123 Spring Valley Rd		Raymond ME 04071
Anita	Holmquist	P O Box 354		Raymond ME 04071
Jane	Hubbell	5 Kristin Ln		Raymond ME 04071
Ellen	Huber	16 Pulpit Rock Rd		Raymond ME 04071
Charlotte	Jewell	17 Hartley Lane		Raymond ME 04071
Dacia	Klinkerch	143 Spiller Hill Rd		Raymond ME 04071
Elisabeth	Lachance	20 Long Dr		Raymond ME 04071
Susan	Lawler	19 Medawisla Ln		Raymond ME 04071
Catherine	Lipton-McKenna	382 North Raymond Rd		Raymond ME 04071
Susan	Lowberg	9 Elizabeth Ave		Raymond ME 04071
Carol	Meadar	24 Sloanes Cove Rd		Raymond ME 04071
Cindy	Merriman	4 Vogel Rd		Raymond ME 04071
Irene	Morris	6 Kings Grant		Raymond ME 04071
Martha	Morrison	718 Webbs Mills Rd		Raymond ME 04071

First Name	Surname	Address 1	Address 2	City/State/Zip
Roberta	Morton	PO Box 809		Raymond ME 04071
Christopher	Mulvihill	63 Gore Rd		Raymond ME 04071
Louise	Murray	P O Box 227		Raymond ME 04071
Elizabeth	O'Donal	c/o Patricia Kramer	93 Pipeline Rd	Raymond ME 04071
Barbara	O'Neill	67 Spring Valley Rd		Raymond ME 04071
Steve	Phillips	154 Cape Rd		Raymond ME 04071
Mary	Picavet	3 Arbor Woods Rd		Raymond ME 04071
Alice	Richards	15 Oakledge Rd		Raymond ME 04071
Karen	Sanford	222 Mountain Rd		Raymond ME 04071
Joanne	Stinson	51 Haskell Rd		Raymond ME 04071
Lee	Street	PO Box 70		Raymond ME 04071
Linda	Taylor	46 Clearwater Dr	PO Box 494	Raymond ME 04071
Kim	Tees	PO Box 388		Raymond ME 04071
Penelope	Thompson	24 Inlet Point Rd		Raymond ME 04071
Faith M.	Towle	12 Woodland Rd		Raymond ME 04071
Elisa	Trepanier	5 Salmon Rd		Raymond ME 04071
Brenda	Tubbs	350 Webbs Mills Rd		Raymond ME 04071
Marlee	Turner	31 Big Pine Rd		Raymond ME 04071
Laurie	Wallace	36 Pulpit Rock Rd		Raymond ME 04071
Steve	Warshaw	63 Spring Valley Rd		Raymond ME 04071
Debbi	Webber	136 Mountain Rd		Raymond ME 04071

Given under our hands on the 12th day of May, 2015.

Mike Reynolds, Chairman

Lawrence A Taylor

Joe Bruno

Teresa Sadak

Samuel Gifford



The Town of Raymond Needs Volunteers To Serve on Various Boards and Committees

If you are a Raymond resident and interested in serving on any of the following committees or boards, please fill in the information below and return it to the Town Clerk, who will make sure it gets to the appropriate board or committee chair(s) for consideration and response. Not all committees and boards currently have openings, however, vacancies occur on a regular basis.

- Beautification Committee
- Board of Assessment Review
- Cemetery Committee
- Conservation Commission
- Planning Board
- Raymond Recreation Association
- Recycling Committee
- Tassel Top Park Board of Directors
- Technology Committee
- Veteran's Memorial Committee
- Zoning Board of Appeals

There are many other opportunities to serve your town as an elected official, a member of a community resource organization, an election worker on Election Day, etc. Contact the Town Clerk for more information.

Please complete this form and submit to:

Town Clerk, 401 Webbs Mills Road, Raymond ME 04071

or via fax to (207) 655-3024

or via email to sue.look@raymondmaine.org

Name: <u>STEVE WARSHAW</u>
Mailing Address: <u>63 SPRING VALLEY RD</u>
Telephone Number: <u>655-6771 (c) 310 8246</u>
Occupation: <u>RETIRED PSYCHOLOGIST</u>
E-mail Address:

Boards and/or committees you are interested in (please list in order of preference):

1. <u>ZONING BOARD OF APPEALS</u>
2. <u>BOARD OF ASSESSMENT REVIEW</u>
3.

Why are you interested in the board(s) and/or committee(s) chosen above?

TO ENSURE FAIR AND UNBIASED HEARINGS TO THE CONCERNS OF RAYMOND RESIDENTS.

What contributions, benefits, talents, and skills can you bring to the Town of Raymond?

I HAVE NO AX TO GRIND AND HAVE SPENT MY PROFESSIONAL LIFE LISTENING OBJECTIVELY AND CAREFULLY TO THE CONCERNS THAT PEOPLE WANT HEARD.

What do you feel is the responsibility of the boards and/or committees you chose?

TO MAKE CAREFUL AND CONSISTENT DECISIONS ABOUT ISSUES DEALING WITH RESIDENTS PROPERTY.

What municipal boards, volunteer organizations, or community service groups/committees have you worked with in the past and for what length of time?

RAYMOND BALLOT CLERK & WARDEN - 8 YEARS
RAYMOND SCHOOL WITHDRAWAL SUBCOMMITTEE - 5MO
NH PSYCHOLOGICAL ASSN - PRESIDENT, TREASURER, ETC - 20 YEARS
VOLUNTEER NON PROFIT BOARDS OF SEVERAL ORGANIZATIONS
NH CHILDREN & YOUTH SVCS ADVISORY BOARD CHAIRMAN - 5 YEARS
NH BOARD OF EXAMINERS OF PSYCHOLOGISTS & MENTAL HEALTH THERAPIST - 8 YEARS

Will your schedule be flexible enough to allow you to attend meetings on a regular basis?

Yes ☒ No ☐

Thank you for your interest in the Town of Raymond!



Board of Selectmen

Appointment

**Appointment
of
Zoning Board of Appeals**

To: Steven Warshaw

Pursuant to 30-A MRSA §2691 we do hereby appoint you as a member of the Zoning Board of Appeals for the Town of Raymond. Your term expires on June 30, 2018.

Given under our hands on this 12th day of May, 2015.

Michael Reynolds, Chairman

Joseph Bruno

Lawrence Taylor

Samuel Gifford

Teresa Sadak

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

Adopted January 18, 2005

Amended: June 15, 2010, December 14, 2010, April 5, 2011,

January 8, 2013, April 2, 2013, **May 12, 2015**

Section 1. Purpose and Scope

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

Section 2. Parliamentary Authority

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

Section 3. Officers and their Duties

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

In the absence of the Chairman, the Vice Chairman shall preside and shall have the same authority. If the Chairman and the Vice Chairman are absent the most senior Selectman, based on uninterrupted years of service, shall preside as Chairman pro-tem. If there is more than one senior member, the Chairman pro-tem shall be chosen by the affirmative vote of a majority of attending membership. The temporary Chairman is to have and exercise any and all authority conferred upon the permanent Chairman.

The Town Manager and/or Town Clerk shall maintain a permanent record of all Board meetings and all correspondence of the Board, which shall be a public record except as otherwise provided by law. The people's right to know law shall be upheld [M.R.S.A. Title 1, Chapter 13].

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

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

Section 4. Chairman Privileges

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

Section 5. Seating Arrangement

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

Section 6. Attendance

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

Attendance shall be defined as present physically or orally by electronic means. No written electronic means will be considered attendance (i.e. text messages, emails, etc.).

Section 7. Meetings

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

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

the agenda.

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

1. Call to order
2. Minutes of the previous meeting
3. New business
4. Old (unfinished) business
5. Town Manager Report and Communications
6. Fiscal Warrants
7. **Executive Session(s)**
8. Adjournment

Section 8. Special Meetings

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

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

Section 9. Meetings to Execute Documents

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

Section 10. Executive Session

Board members are allowed to go into an executive session to deliberate on the matters authorized by 1 MRSA §405 and no others.

The executive session can only be entered after a motion has been made in public session to go into executive session. The motion must carry by at least **3/5** of the members **present in attendance**.

The nature of the business to be discussed must be a part of that motion, although the wording of the motion, obviously, may not substantially reveal the sensitive information which the law intends to protect by the executive session process.

No topic other than that referred to in the motion shall be discussed during executive session. The Executive session shall be held in such place as to ensure the privacy of the meeting and

the Chairman shall determine the public and staff allowed to attend in the executive session.

All matters discussed during executive session shall be held in strictest confidence by the Board and shall not be discussed with or divulged to any person other than a fellow Board member or persons in attendance at the executive session. Any violation of this confidentiality requirement shall be deemed to be malfeasance of office and shall subject the offending Board member to sanction by the Board.

No official action shall be finally approved at an executive session.

Since Minutes of an executive session will become public record, they should only be taken when the contents of the meeting are desired to become public.

Section 11. Public to Address Board

As each item on the agenda for any meeting is brought to the floor for discussion, the sponsor of each item or, if there is no Board sponsor, the Town Manager shall first be allowed to present their initial comments for consideration by the public and other Board members. Following this introduction of the issue, there will be time devoted to any questions of the sponsor or the Town Manager regarding the agenda item which any Board member may have which would help to clarify the question presented by the agenda item. The Chairman shall allow questions only during this time, and no debate or discussion of collateral issues shall be permitted. Once the agenda item has been explained by its sponsor or the Town Manager and clarified by any questioning as provided above, there will be time devoted for any resident, taxpayer or authorized representative of an organization resident or taxpayer of the Town of Raymond to address the Board regarding this particular agenda item. The speakers will be required to identify themselves by stating their name, first and last, and residence address prior to sharing their comments. The speakers will be asked not to be repetitious of comments already made to the Selectmen in the interests of the most efficient use of time. Any comment by the public shall be limited to the expression of opinions or concerns regarding the agenda item. No public comment shall be allowed which has the effect of embarrassing or attacking the character of any individual or Board member. After listening to any input from the public present, the Chairman will close public comment on the issue and then provide for debate and vote of the issue by the Board. Any further information requested by the speaker shall be referred to the Town Manager to research the matter and make a recommendation to the Selectmen.

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

Section 12. Workshop Sessions

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

Members of the public are invited to attend any workshop session but will not be allowed to participate in the workshop. Prior to adjourning any workshop session, the Board will provide time for members of the public to address the session to provide information relevant to the subject being explored or to ask questions, through the Chairman, relating to the subject of the workshop session.

No formal vote shall be taken on any matter under discussion nor shall any Board member enter into a commitment with another respecting a vote to be taken subsequently in a public meeting of the Board, but an informal vote on any matter under discussion may be taken.

Section 13. Agenda Items

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

Section 14. Continued Sessions

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

Section 15. Hearings

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

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

Section 16. Participation and Voting

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

No member may participate or vote in any matter in which the member has a conflict of interest or other disqualification as defined by law. Any question of whether a member has such a conflict of interest or other disqualification shall be decided by majority vote of the remaining members. Abstentions shall be limited to conflicts of interest, which shall be stated prior to the taking of the vote. Conflict issues shall follow established State Law.

Any order may be reconsidered by motion of those voting in the affirmative, with Board approval. All other orders shall require a motion, second and recorded vote.

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

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

Section 17. Meeting Length

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

Section 18. Conflict with Laws

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

Section 19. Amendments

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

Section 20. Right of Appeal

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

Section 21. Minutes

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

1. Date of meeting

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

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

Section 22. Standing Committees, Special Committees, Board Liaison

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

Section 23. Administration Function and Compensation of Members

1. Compensation
 - a) Unless otherwise determined by Town Meeting action, the compensation for Selectmen shall be \$100 per month for holding office and serving as a member of the Board.
 - b) Each Selectman may be reimbursed for documented expenses such as mileage, tolls, meals, telephone expense and other costs encountered while providing service to the Town in their administrative or executive function. All expense requests are subject to Board approval by accounts payable warrant order.

2. Functions of the Board

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

Section 24. Public Comment Periods

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

Attest:

Susan L Look
Town Clerk

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to REED DIANE CALLOW ERNEST JAKUES DENNIS in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 42, Lot 19

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 42, Lot 19, in the name of REED DIANE CALLOW ERNEST JAKUES DENNIS and recorded in said Registry of Deeds.

BK 23124	PG 107	BK 24371	PG 349	BK 25536	PG 176
BK 26335	PG 240	BK 27261	PG 223	BK 27989	PG 154
BK 28887	PG 23	BK 29838	PG 195	BK 30940	PG 79
BK 31729	PG 152				

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by MIKE REYNOLDS, JOSEPH BRUNO, SAMUEL GIFFORD, TERESA SADAK, AND LAWRENCE TAYLOR, thereto duly authorized, this 12 day of MAY, 2015.

THE INHABITANTS OF THE TOWN OF RAYMOND

<p>_____ Witness to All</p>	<p>By: _____ MIKE REYNOLDS, Selectman</p> <p>_____ JOSEPH BRUNO, Selectman</p> <p>_____ SAMUEL GIFFORD, Selectman</p> <p>_____ TERESA SADAK, Selectman</p> <p>_____ LAWRENCE TAYLOR, Selectman</p>
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STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Mike Reynolds, Joseph Bruno, Samuel Gifford, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 12 day of MAY, 2015 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public

Maine Short Form Quit Claim Deed Without Covenant

THE INHABITANTS OF THE TOWN OF RAYMOND, a body politic located at Raymond, County of Cumberland and State of Maine, for consideration paid, releases to CATIR STEPHEN E., CATIR YOLANDA in said County and State, a certain parcel of land situated in the Town of Raymond, County of Cumberland and State of Maine, being all and the same premises described at Map 8, Lot 58

The purpose of this conveyance is to release any interest which this grantor may have in and to the above premises by virtue of a lien filed for nonpayment of taxes on said parcel of land with particular reference being made to a lien filed against Map 8, Lot 58, in the name of CATIR STEPHEN E., CATIR YOLAND and recorded in said Registry of Deeds.

BK 30940 PG 215 BK31729 PG 7

IN WITNESS WHEREOF, the said INHABITANTS OF THE TOWN OF RAYMOND have caused this instrument to be sealed with its corporate seal and signed in its corporate name by MIKE REYNOLDS, JOSEPH BRUNO, SAMUEL GIFFORD, TERESA SADAK, AND LAWRENCE TAYLOR, thereto duly authorized, this 12 day of MAY, 2015.

THE INHABITANTS OF THE TOWN OF RAYMOND

<p>_____</p> <p align="center">Witness to All</p>	<p>By: _____</p> <p align="center">MIKE REYNOLDS, Selectman</p> <p>_____</p> <p align="center">JOSEPH BRUNO, Selectman</p> <p>_____</p> <p align="center">SAMUEL GIFFORD, Selectman</p> <p>_____</p> <p align="center">TERESA SADAK, Selectman</p> <p>_____</p> <p align="center">LAWRENCE TAYLOR, Selectman</p>
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STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the above named Mike Reynolds, Joseph Bruno, Samuel Gifford, Teresa Sadak, Mike Reynolds, and Lawrence Taylor aforesaid Selectmen, known to me, this 12 day of MAY, 2015 and acknowledged before me the foregoing instruments to be their free act and deed in their said capacity and the free act and deed of said Grantor Corporation.

Notary Public