



# Town of Raymond Board of Selectmen ePacket February 9, 2016 Table of Contents

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# Agenda

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## **BOARD OF SELECTMEN Agenda**

February 9, 2016  
7:00pm

Broadcast Studio  
423 Webbs Mills Road

*Resolution: 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.*

- 1) **Call to order**
- 2) **Minutes of previous meeting**
- 3) **New Business**
  - a) **CMP New Transmission Line from New Gloucester to Raymond** – Peggy Dwyer for Central Maine Power Real Estate Services
  - b) **Request Permission to hold Annual Sebago Lake Rotary Ice Fishing Derby** – Ingo Hartig, Sebago Lake Rotary Club
  - c) **Raymond Community Forest Update and Funding Request** – John Rand, Chair of Raymond Conservation Commission
  - d) **Raymond Village Library Presentation of Certificates to Supporters/Donors** – Emily Allen, Chair of the Raymond Village Library Board of Trustees
- 4) **Public Comment**
- 5) **Selectman Comment**
- 6) **Town Manager's Report and Communications**
  - a) **Confirm Dates for Upcoming Regular Meetings**
  - b) **Reminder of Upcoming Budget Meetings**
  - c) **Upcoming Holiday Schedule**
- 7) **Treasurer's Warrant – February 9, 2016**
- 8) **Executive Session(s)**
  - a) **Pursuant to 1 MRSA §405 (6)(A)** – discuss Town Manager's annual review
- 9) **Adjournment**

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*Selectman's Meeting Agenda (Page 1 of 1) February 9, 2016*

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# Summary

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## **BOARD OF SELECTMEN Agenda Summary**

February 9, 2016  
7:00pm

Broadcast Studio  
423 Webbs Mills Road

*Resolution: 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.*

**1) Call to order**

**2) Minutes of previous meeting**

**3) New Business**

- a) **CMP New Transmission Line from New Gloucester to Raymond** – Peggy Dwyer for Central Maine Power Real Estate Services

Central Maine Power Company (CMP) is planning the development of a new transmission line extending from New Gloucester to Raymond. It is proposed to be built in a new 100' wide corridor purchased from abutting landowners. This new proposal was first received on February 1, 2016. CMP would like to buy an option to acquire a strip of land from the Town, along the former sludge site (located off Patricia Avenue) parcel's northeasterly line (Map 5, Lot 19), extending from the Raymond-Gray town line to land of Phyllis D. Burnham (Map 5, Lot 17). Town Staff recommend that the Selectmen do not accept this proposal until an investigation is completed that assesses property impacts and evaluates the purchase offer comparable to other such right of way acquisitions.

- b) **Request Permission to hold Annual Sebago Lake Rotary Ice Fishing Derby** – Ingo Hartig, Sebago Lake Rotary Club

The Sebago Lake Rotary Club is requesting permission to hold an ice fishing derby on February 27/28. This is a new date suggested by the Maine Department of Inland Fisheries and Wildlife (Warden Service).

- c) **Raymond Community Forest Update and Funding Request** – John Rand, Chair of Raymond Conservation Commission

- Project update – LMF (Lands for Maine's Future) funds have been released, Trail Grant application has been sent in, and there are over 200 private donors to-date.
- Budget – The \$50,000 already approved by voters at the 2014 Town Meeting (\$30,000 from Open Space Fund and \$20,000 from Timber Harvest Funds) is needed. The RCC would also like to request the Selectmen consider approving \$10,000 from the Selectmen's Contingency Fund that was previously discussed as being possibly needed a year ago. With these funds the gap to close the project is ~\$25,000 which they are on track to complete by 6/30/16 (with one more fund raising push).

- The RCC also wants to talk about the final ownership of the property – LELET (Loon Echo Land Trust) or Town of Raymond. They believe a non-binding vote at Town Meeting would be the best way to inform the final ownership decision. Key aspects of each ownership model will be presented at this BOS meeting.

- d) **Raymond Village Library Presentation of Certificates to Supporters/Donors** – Emily Allen, Chair of the Raymond Village Library Board of Trustees – Sam Gifford, Selectman Sponsor

The Raymond Village Library will present certificates of appreciation to donors.

**4) Public Comment**

**5) Selectman Comment**

**6) Town Manager's Report and Communications**

a) **Confirm Dates for Upcoming Regular Meetings**

- March 8, 2016
- April 12, 2016
- May 10, 2016

b) **Reminder of Upcoming Budget Meetings, Annual Town Meeting, & Elections**

- Monday, February 29, 2016 – Budget Meeting with department heads
- Saturday, March 5, 2016 – Republican Caucus – time & place TBD
- Sunday, March 6, 2016 – Democratic Caucus – 2pm – Raymond Elementary School
- Monday, March 7, 2016 – Budget Meeting with department heads
- Monday, March 21, 2016 – Nomination Papers Available
- Tuesday, March 29, 2016 – Budget Meeting final joint meeting
- Tuesday, April 5, 2016 – Selectmen's Budget Vote
- Monday, April 11, 2016 – Budget Finance Committee's Budget Vote
- Monday, May 2, 2016 – Nomination Papers due back to Town Clerk
- Tuesday, June 7, 2016 – Annual Town Meeting
- Tuesday, June 14, 2016 – State Primary & Municipal Elections

c) **Upcoming Holiday Schedule**

- Monday, February 15, 2016 – Presidents' Day

**7) Treasurer's Warrant – February 9, 2016**

**8) Executive Session(s)**

- a) Pursuant to 1 MRSA §405 (6)(A) – discuss Town Manager's annual review

**9) Adjournment**

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# Previous Meeting(s) Minutes

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## BOARD OF SELECTMEN Minutes

January 12, 2016

7:00pm

Broadcast Studio  
423 Webbs Mills Road

*Resolution: 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 in attendance: Mike Reynolds, Joe Bruno, Teresa Sadak, and Samuel Gifford

Selectmen absent: Lawrence Taylor

Town Staff in attendance:

Chris Hansen – Code Enforcement Officer  
Owens McCullough – Town Engineer  
Sue Carr – Tax Collector  
Sue Look – Town Clerk

1) **Called to order** at 7:00pm by Chairman Reynolds. Happy New Year!

2) **Minutes of previous meetings**

a) December 8, 2015

**Motion** to approve as presented by Selectman Gifford. Seconded by Selectman Sadak.  
**Unanimously approved.**

3) **New Business**

a) **Private Land Owner Offer of Recreational Land Concept Presentation** – Town Engineer Owens McCullough and Town Manager Don Willard

Town Engineer Owens McCullough and Town Manager Don Willard will provide information related to an offer of privately owned land located off the North Raymond Road for the possible use as a future town recreational area.

- Land Owner – Timothy Davison
- Land Location – North Raymond Road, Map 017 Lot 020
- Land is 13 acres of rolling field with small wooded islands

Town Manager Willard gave a brief history – we have looked at Egypt Rd which was too wet, and then Patricia Ave which had only 1 access point. I recently attended a meeting of volunteer recreation groups and was asked to give a brief update on the town's investigation of a new recreation area on town owned land. I explained the issues and limitations on the Farwell Dr and Patricia Ave sites, and Brenda Cowette asked if we had given thought to the proposal that Mr Davison offered a few years ago of 13 acres (originally for a skate park). After consulting with BOS Chairman Reynolds, CEO Chris Hansen and I contacted Mr Davison to see if he still had interest in making this land available for public recreation. Mr Davison gave us permission to look at the land for this use under a long term, "no cost" lease. I then got our Town Engineer, Owens McCullough, involved to begin looking at the possibilities. Mr Davison's property has several advantages – it has access to other

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Selectman's Meeting Minutes (Page 1 of 6) January 12, 2016

conservation lands, it has very little wet areas, it is accessible – and it is being brought forth tonight to see if the BOS has interest in studying this further.

Town Engineer McCullough showed a powerpoint presentation which included 2 options for design. The soils are shallow to bedrock. We would need to check the wet area in the Spring for vernal pools, but it probably is not due to the fact that the wooded area is small and in the center of an agricultural site. We used the elements from the Patricia Ave site to project what could happen with the 13 acres. The elements are: multi-use field (soccer size), little league baseball diamond, 1 volleyball pit, 2 basketball courts, 2 tennis courts, and a playground. We will need a storm water permit due to the runoff from the hot-topped areas. We would need to fill the land due to the slope and ledge. The cost would be approximately \$1,665,078 with the intent of tapping into the IRT program (the National Guard would provide the equipment and the labor while the town would provide the materials and permits). The cost could be reduced by using rented port-a-potties instead of a septic system and bathrooms. We would need to talk with the IRT very soon since they are planning out next year's activities now. We could be all designed and permitted by October 2016. We may not want to acquire the land until we have all of the permits. We would be ready to do the construction between May and October of 2017.

Selectman Bruno – The one question that has not been answered is whether or not the town wants this.

Chairman Reynolds – That would be decided at a Town Meeting.

Town Engineer McCullough – That timing would still be fine. We would need to be sure that the IRT would allow us to substitute this project for the Patricia Ave project that was approved by the IRT.

Selectman Bruno – I think we need a decision sooner than next June due to the amount of Engineering that needs to be done.

Town Engineer McCullough – I would only need to check with the IRT and check the vernal pools. I would not put a lot into design until I was sure that the Town wanted to go forward.

Town Manager Willard – The proposal with Mr Davison is a 25 year lease. It is not an ownership. The lease agreement would probably include that Mr Davison would not be paying taxes on the property during the lease process. We have 1 neighbor who is enthusiastic, 1 who is quite enthusiastic, and 1 who we could not contact as yet.

Greg Mayer lives on lot 20A – abutter on NW side of property – we would be the most impacted by the project. The presentation is more elaborate than I anticipated. I am not prepared fully to say that I would want to see this project go forth, it is a large use area and if there was lighting and there may need to be additional police. The amount of fill would be a concern. I would be thinking about berms and I definitely have concerns about this project as I see it tonight.

Town Manger Willard – This plan did not exist when we spoke to you. I apologize. We reached out to the abutters so they would have the ability to have input from the very beginning of this potential project.

CEO Hansen – This is the first time I am seeing the whole plan as well.

Mrs Mayer – I walk on that road and the traffic is growing now.

Brenda Cowette – I direct the U Can Race – This all started when we tried to add a basketball court to the Mill St site. We removed the castle at Mill St and are having a

phased project with a basketball court and then playground equipment. The lights at Mill St have never been on.

Chairman Reynolds – Town Engineer McCullough added all the amenities. We do not want to impact the mill rate, so lights and septic may need to go. We are retiring a \$1.2 million bond and I would be looking to do this for the same amount. I would expect this to be a daytime only site.

Town Manager Willard – I think this is a port-a-john town. Bathrooms are a nightmare for maintenance. Irrigation is nice, but not completely necessary.

Selectman Sadak – I would at least want security lights. Also, a permanent fence for the ballfield would stop snowmobile'rs and atv'ers from tearing up the fields.

Mr Mayer – I am not immediately opposed to it. I am a bit more opposed to the back section being used and would like to see 1 large field used instead of 2. We have a beach that we can't seem to keep clean, how do we think we could keep this new area clean. If we do not do this project the mill rate could go down once the bond is retired. It is a huge detriment to my property and it effects us greatly. I want to give it a bit more thought. It is currently open field abutting my house. I prefer that any plan be constructed approved and completed rather than a lingering construction period.

Mrs Mayer – There would be safety issue as so many people would be in my backyard.

Selectman Bruno – How could we buffer this for the abutters?

Town Engineer McCullough – There are so many contributing factors – wind direction, humidity levels, etc. Trees can break up the visual, but not the audible. We can produce some privacy for the abutters using a buffer of fir trees. Berming, we would have to look at the grading, but I have had mixed results with berms.

Selectman Bruno – Maintenance on this property.

Town Manager Willard – Maintenance on a property like this is a large undertaking and for other properties we have depended on volunteers doing some of the maintenance. We would want to take a look at having a more structured maintenance plan which we will need to develop a budget for. It is very typical of towns to have areas like this to maintain.

Selectman Bruno – So if IRT does not come through this effort will be ended.

Selectman Sadak – The IRT is looking for projects so I think they would be open to this change.

Chairman Reynolds – Town Manager Willard and I have been looking for a site for this purpose for the past 5 years and my goal has been to keep this cost neutral.

Town Manager Willard – I have been involved in project like this and in practice the surrounding citizens tend to use the property and the good news is that it is not in continuous use. It is not unusual for a town of our size to do this type of project. I have been an advocate, but the question is do the town people want this.

Sam Mayer – One concern I have is the lease agreement. It is a lot of money to spend if the land owner pulls the deal after a short period of time.

Mr Mayer – I would like to see a white vinyl fence and trees between my property and the facility. We are here with open minds at this time.

Chairman Reynolds – we need to talk with the groups who are working to get playgrounds, etc going to see what the needs are and what the support is for this type of project.

Next steps: Contact the IRT, get a lease agreement that is good for the town, determine whether there is support for this project.

Town Engineer McCullough – there may need to be some blasting.

**b) Quit Claim Deeds – Sue Carr, Tax Collector**

All back taxes, interest and lien costs have now been paid in full for these parcels through April 2016.

- Anthony Beattie – Map 042 Lot 080 – 11 Mass Ave
- Jane Parker – Map 023 Lot 021 – Peppercorn Way

**Motion** to approve Quit Claim Deed for Anthony Beattie by Selectman Gifford. Seconded by Selectman Sadak.

**Unanimously approved.**

**Motion** to approve Quit Claim Deed for Jane Parker by Selectman Sadak. Seconded by Selectman Bruno.

**Unanimously approved.**

**c) Consideration of Tax Abatements/Supplemental Assessments – Curt Lebel, Assessors Agent**

In the ePacket please find four abatement requests and three supplemental assessments which have been reviewed by Assessors Agent Curt Lebel and are recommended for approval.

Abatements:

- \$144.60 – Rodney Collard & Corey Perreault – Property assessed for incorrect acreage
- \$97.99 – Jeff & Susan Verrill – Camper trailer was found to be assessed inequitable with other similar trailers in the area
- \$720.59 – Nancy Reed – Property was assessed using the Commercial Zone methodology, but the property is in a residential zone
- \$308.31 – Walter O'Connor Jr – The value of the section enrolled in open space was overestimated

**Motion** to approve above Abatement for Rodney Collard & Corey Perreault by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

**Motion** to approve above Abatement for Jeff & Susan Verrill by Selectman Bruno. Seconded by Selectman Sadak.

**Unanimously approved.**

**Motion** to approve above Abatement for Nancy Reed by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

**Motion** to approve above Abatement for Walter O'Connor Jr by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**



Supplemental Assessments:

- \$709.83 – Sylvia Lydick – Personal property assessment omitted from original commitment of taxes
- \$322.65 – Nathaniel Hurteau – Property was formerly Town owned and was exempted in error
- \$409.89 – Merrill & Robin Farnsworth – Property was formerly Town owned and was exempted in error

**Motion** to approve above Supplemental Assessments for Sylvia Lydick by Selectman Bruno. Seconded by Selectman Sadak.

**Unanimously approved.**

**Motion** to approve above Supplemental Assessments for Nathaniel Hurteau by Selectman Bruno. Seconded by Selectman Sadak.

**Unanimously approved.**

**Motion** to approve above Supplemental Assessments for Merrill & Robin Farnsworth by Selectman Bruno. Seconded by Selectman Gifford.

**Unanimously approved.**

**4) Public Comment**

Kevin Fay – Spiller Hill Rd and Lower Raymond Cape – There is a public hearing for the Planning Board tomorrow night. I understand that any changes they consider are subsequently approved by the Select Board. There are some changes to the ordinances that I am concerned about. It gives the appearance that the ordinance modifications are for a failed project and paves the way for possible approval in the future. I would like the Selectmen to vote not to recommend these changes. I would suggest that the Select Board members at least listen to the Public Hearing tomorrow.

Peter Morgan – Bridges Ln – I would like to support to Mr Fay. The residents are happy with the outcome of this failed project (Frye Island).

Barb Lowell – End of Raymond Cape – I would reiterate Mr Fay and Mr Morgan's concerns. This revision would accommodate the applicant who failed and the residents would be detrimental now and in the future. I would like your deep thought about what is going to come before you.

**5) Selectman Comment – none**

Selectmen Sadak – please be careful driving home.

**6) Town Manager's Report and Communications**

**a) Update on A La Mexicana's Fire Inspection**

3 small issues were corrected and their license has been issued.

**b) Confirm Dates for Upcoming Regular Meetings**

- February 9, 2016
- March 8, 2016

- April 12, 2016

Chairman Reynolds – We may need to schedule a workshop to deal with the position classifications and salary analysis before the next regular meeting.

**c) Upcoming Holiday Schedule**

- Monday, January 18, 2016, in observance of Martin Luther King Jr Day

**7) Treasurer's Warrant – January 12, 2016**

**Motion** to approve the Treasurer's Warrant dated January 12, 2016, for a total of \$85,509.98 by Selectman Sadak. Seconded by Selectman Bruno.

**Unanimously approved.**

**8) Executive Session(s)**

- a) Pursuant to 1 MRSA §405 (6)(A) – discuss Town Manager's annual review

**Motion** to enter Executive Session listed above at 8:40pm by Selectman Bruno. Seconded by Selectman Sadak.

**Unanimously approved.**

**Motion** to leave Executive Session listed above at 8:59pm by Selectman Bruno. Seconded by Selectman Sadak.

**Unanimously approved.**

**9) Adjournment**

**Motion** to adjourn at 9:00pm by Selectman Sadak. Seconded by Selectman Gifford.

**Unanimously approved.**

# CMP's Planned New Transmission Line

## Board of Selectmen – Agenda Item Request Form – Public

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:	2/9/2016	Request Date:	2/1/2016
Requested By:	Peggy Dwyer, Central Maine Power Company Real Estate Services		
Address:	83 Edison Dr, Augusta ME		
eMail:	peggy.dwyer@cmpco.com		
Phone #:	207 897 5730		

### Category of Business (please check one):

- Information Only     Public Hearing     Report     Action Item  
 Other - Describe

Agenda Item Subject:	Proposed Option Agreement for acquisition of a parcel of land
Agenda Item Summary:	Central Maine Power Company (CMP) is planning the development of a new transmission line extending from New Gloucester to Raymond. It is proposed to be built in a new 100' wide corridor purchased from abutting landowners. CMP would like to buy an option to acquire a strip of land from the Town, along the sludge site parcel's northeasterly line (Map 5, Lot 19), extending from the Raymond-Gray town line to land of Phyllis D. Burnham (Map 5, Lot 17)

Action Requested:	Authorize town manager to execute an option agreement with Central Maine Power Company.
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Attachments to Support Request:	Exhibit A-1 depicting the proposed acquisition parcel.
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<b>For Selectmen's Office Use Only</b>	
Date Received: _____	Approved for inclusion: <input type="checkbox"/> Yes <input type="checkbox"/> No
Date Notification Sent: _____	Meeting Date: _____

Date: Tue, 15 Dec 2015 21:27:04 +0000  
From: Dwyer, Peggy <Peggy.Dwyer@iberdrolausa.com>  
To: don.willard@raymondmaine.org <don.willard@raymondmaine.org>

Hello, Mr. Willard,

My name is Peggy Dwyer, and I am a licensed real estate broker with Dirigo Partners, LTD. Dirigo Partners is Central Maine Power Company's contract Real Estate Services provider. I stopped in last week, and promised to send you more information about CMP's upcoming transmission line project and CMP's interest in acquiring a small portion of town property.

Central Maine Power Company (CMP) is planning the development of a new transmission line extending from New Gloucester to Raymond. If approved, the "Section 154" route would originate at a new substation to be built on Mayall Road in New Gloucester. It will run in a generally westerly direction along an existing transmission corridor (Section 208) and then branch off the corridor in northern Gray and run southerly in a new 100' wide corridor, purchased from abutting landowners, for a total of about 6 miles to a proposed new substation near where another existing CMP transmission line (Section 189) crosses Webb's Mills Road in Raymond. The new line will carry 34.5kV, CMP's lowest capacity transmission line design.

According to CMP's Lakes Region Area Study, "Additional transmission [capacity] is needed in the area to mitigate the susceptibility of low voltages", especially during scheduled maintenance or other outages. This need is generated primarily by changing demographics and anticipated electricity usage trends in the foreseeable future.

I have enclosed an exhibit showing the alignment as currently proposed. In keeping with CMP's acquisition protocols, I have also included a form published by the Maine Real Estate Commission regarding real estate brokerage relationships, and a document entitled "Your Property Rights", which contains important information for your sellers regarding landowner rights in the eminent domain process. All landowners are provided with this information at the first face to face opportunity, even though CMP does not have eminent domain authority at this time and CMP has given clear instruction to its acquisition agents to assure landowners that they will work hard in good faith towards mutually beneficial agreements.

The portion that CMP would like to acquire from the town is a tiny triangle, located at the northernmost tip of the sludge site lot, abutting (Mblu005/ 019/ 000/ 000) By scaling off the town tax maps, I estimate the parcel to contain approximately 2,680 square feet, or six one-hundredths of an acre. Municipal records indicate that the town's deed is recorded in Book 3780 on Page 198, but I was unable to find the document at the Cumberland County Registry of Deeds. Would you be able to provide me with a copy of the deed, and a survey, if there is one in your files? CMP's preference is to buy the land outright, but they would consider an easement if the town prefers to maintain ownership of the underlying fee.

This is a high priority project for Central Maine Power Company. As soon as I have a copy of the town's deed, I will prepare a draft option agreement for your consideration, with the hopes that you and I can work out the details between now and January 16, and the Selectmen can take it up at their next meeting and authorize you to execute the document at that time. Is that a reasonable time frame, from your perspective? Please feel free to contact me if you have any unanswered questions at this time.

You may call or text me at 207) 897-5730, or email me at [peggy.dwyer@cmpco.com](mailto:peggy.dwyer@cmpco.com). I hope to speak to you soon.

Thank you,

Peggy Dwyer, Central Maine Power Company Real Estate Services  
83 Edison Drive  
Augusta, ME 04336  
Cell: 207 897 5730,  
[Peggy.Dwyer@cmpco.com](mailto:Peggy.Dwyer@cmpco.com)

Location - 77 PATRICIA AVE

Mblu - 005/ 019/ 000/ 000/

Acct#T1501R

Owner TOWN OF RAYMOND

Assessment - \$188,100

Appraisal - \$188,100

PID281

Building Count1

Owner of Record

Owner - TOWN OF RAYMOND

Co-Owner - SLUDGE SITE

Address

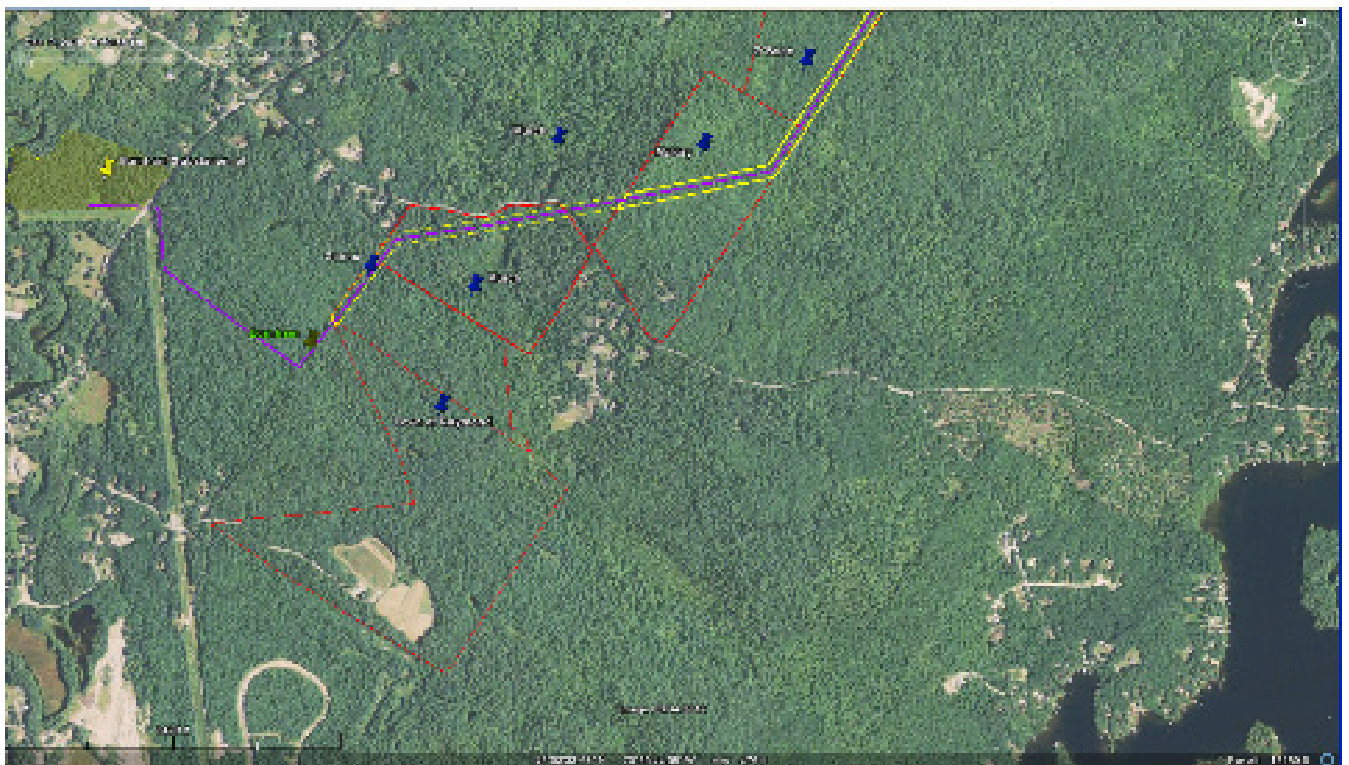
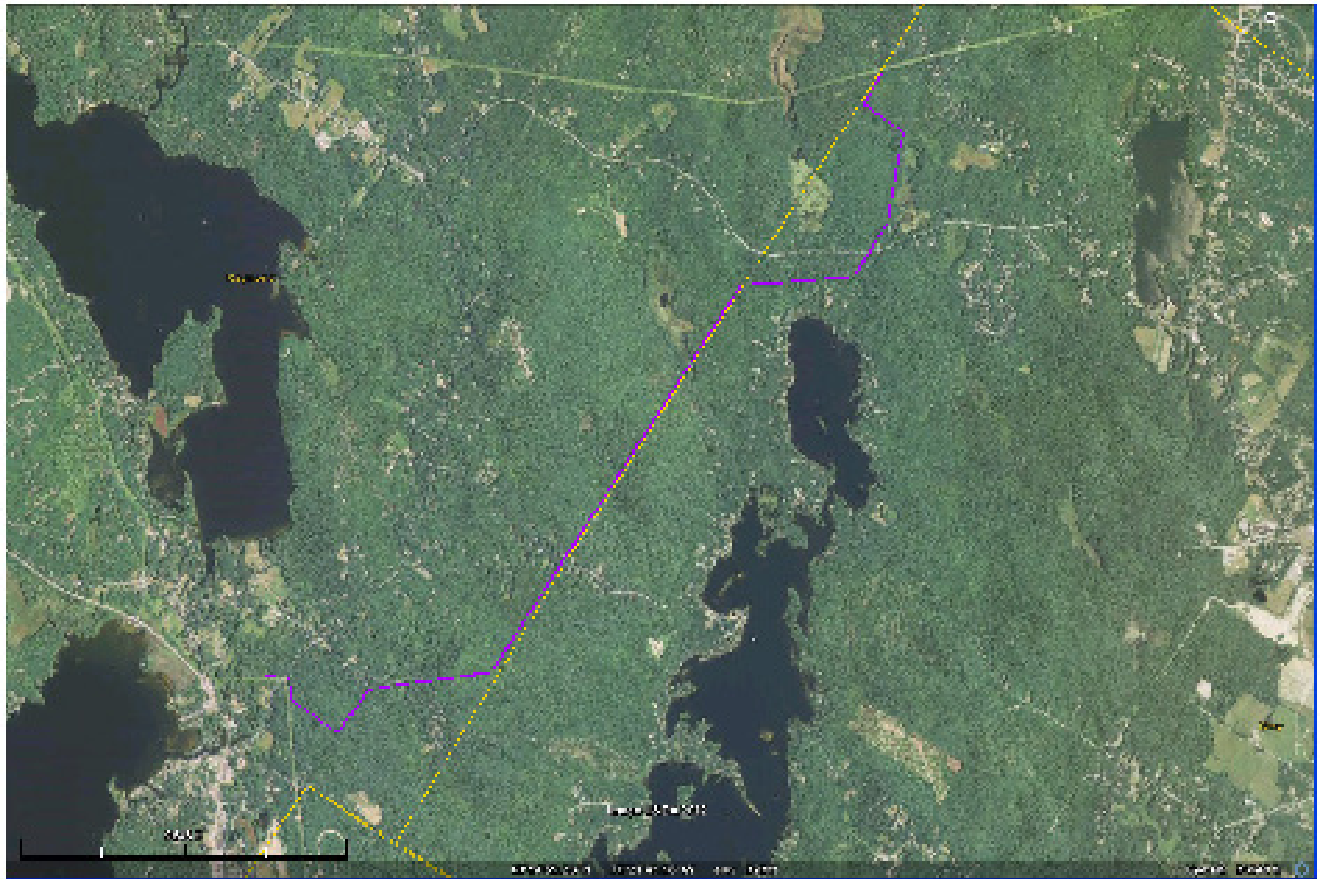
401 WEBBS MILLS RD  
RAYMOND, ME 04071

Sale Price - \$0

Certificate

Book & Page - 3780/ 198

Sale Date





## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### Right Now You Are A Customer

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage services to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensees") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following customer-level services:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation, you are considered a "customer" and the licensee may not act as your agent. As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.

### You May Become A Client

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements create a client-agent relationship between you and the licensee. As a client you can expect the licensee to provide the

following services, in addition to the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
  - For a seller client this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best price and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

### COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "single agency");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency"); or
- ✓ The company may offer limited agent level services as a disclosed dual agent.

### WHAT IS A DISCLOSED DUAL AGENT?

In certain situations, a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. The possibilities and consequences of dual agency representation must be explained to you by the licensee. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party. Also, a dual agent may not be the advocate for either party and cannot negotiate for nor advise as to the price or terms of the transaction.

### THIS IS NOT A CONTRACT

*Remember!*  
Unless you enter into a written agreement for agency representation, a licensee is not allowed to represent you!

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

To Be Completed By Licensee

This form was presented on (date) \_\_\_\_\_  
To \_\_\_\_\_  
Name of Buyer(s) or Seller(s)  
by \_\_\_\_\_  
Licensee's Name  
on behalf of \_\_\_\_\_  
Company/Agency

MREC Form# 1206

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.osha.com/realstate/licensing](http://www.osha.com/realstate/licensing). Inactive licensees may not practice real estate brokerage.

# Your Property Rights

## In The Eminent Domain Process



This brochure for landowners describes how public agencies and utilities may use eminent domain to meet their public responsibilities. It also is intended to help landowners understand Maine's eminent domain laws and their rights to (1) participate in the associated review processes and (2) receive just compensation in the event eminent domain is granted.

### Public benefit and eminent domain authority

Maine's laws govern the authority by which state and local government agencies and public utility operators can require the sale of private property when the public interest requires it for public uses such as roads, schools, drinking water reservoirs, electric utilities, etc. This authority is called the right of eminent domain. Unlike government agencies, public utilities such as Central Maine Power Company (CMP) may use their eminent domain authority only in certain circumstances and only with the approval of the Maine Public Utilities Commission (MPUC).

The state Constitution balances this authority with protections for the rights of private landowners, including a requirement that landowners must receive just compensation in any eminent domain action.

### Maine Public Utilities Commission approval required

Before it permits any utility the use of eminent domain, the MPUC must first be

***Central Maine Power must seek and obtain separate approval from the Maine Public Utilities Commission in order to exercise eminent domain.***

convinced that a particular project is necessary. For example, the MPUC must find no available and reasonable alternative better serves the public interest in having access to safe, reliable and economical electric energy.

Utility projects often require additional approvals from local, state, and federal land use regulators. The public is encouraged to participate in the project-review process.



### Landowner rights in the eminent domain process

CMP strongly prefers to negotiate acceptable terms of sale with landowners, and we are successful in the vast majority of cases. In instances where CMP and the landowner cannot agree on a price, or a landowner rejects any offer for the land in question, the company must seek and obtain separate approval from the MPUC in order to exercise eminent domain.

In such an instance, the MPUC will notify the landowner. The landowner will have the right to participate fully in a public hearing before the MPUC, and the landowner may appeal the MPUC decision to the Maine Supreme Court.

A landowner has the right to refuse access to his or her land by CMP employees or agents if the company has not received approval from the MPUC to acquire the land by eminent domain. Of course, it may be in the landowner's interest to allow CMP onto his or her property for limited purposes such as surveying, environmental assessments, or a valuation appraisal. That information may help CMP decide if a particular location is suitable for siting its transmission facilities.

### Special protections for certain property

State laws provide special protection for property near inhabited dwellings and for a few other special circumstances. For example, CMP does not have the right to use eminent domain for acquiring ownership or easements over land within 300 feet of an inhabited dwelling.



**Real Estate Department  
Central Maine Power Company  
83 Edison Drive  
Augusta, Maine 04336  
(207) 626-9817  
Alice.Richards@cmpco.com**

**Consumer Assistance Division  
Maine Public Utilities  
Commission  
State House Station 18  
Augusta, Maine 04333  
1-800-452-4699**

**Maine Public Advocate  
State House Station 112  
Augusta, Maine 04333  
(207) 289-2445**

---

**Transfer of property rights  
through eminent domain**

Upon approval by the MPUC to acquire a property by eminent domain, CMP has the right to enter the property only for the purpose of preparing a survey of the land to be acquired.

CMP must file a detailed description of the land with the presiding County Commission, and the County Commissioners must endorse the transfer of the land rights before CMP may enter on the property for any other purpose.

**Compensation to landowners**

Following the transfer of land rights, CMP must pay the former owner fair market value for the property or easement rights, plus an amount that compensates the owner for any reduction in the market value of the remaining portion of the property.

Fair market value means the price a landowner would be likely to receive in a

market transaction between a willing buyer and willing seller.

If CMP and the former owner cannot agree on the amount of compensation, either party may, within three years, petition the County Commissioners to determine the compensation. The County Commissioners must hold a public hearing before determining the amount.

Either party may appeal the County Commissioners' decision on compensation within 30 days to Superior Court. A Superior Court decision may be further appealed to the Maine Supreme Court.

**Questions and comments**

Central Maine Power Company has prepared this flyer in cooperation with the Maine Public Utilities Commission and the Maine Office of Public Advocate.

For further information or assistance regarding your property rights and the eminent domain process, contact any of the following individuals or agencies:

*Real Estate Department  
Central Maine Power Company  
83 Edison Drive  
Augusta, Maine 04336  
(207) 626-9817  
Alice.Richards@cmpco.com*

*Consumer Assistance Division  
Maine Public Utilities  
Commission  
State House Station 18  
Augusta, Maine 04333  
1-800-452-4699*

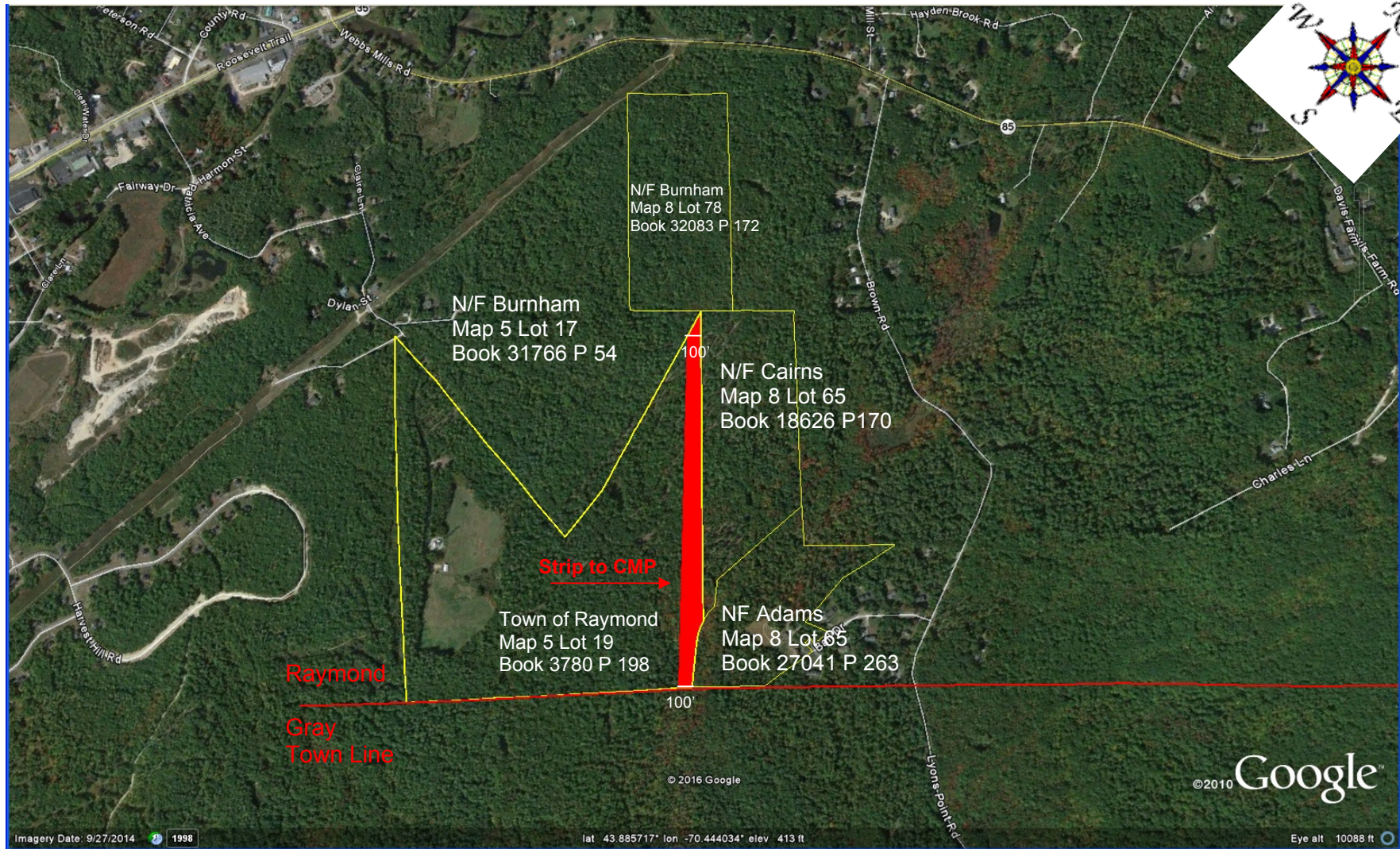
*Maine Public Advocate  
State House Station 112  
Augusta, Maine 04333  
(207) 289-2445*



**EXHIBIT A-1**

**Town of Raymond, Maine to Central Maine Power Company**

**Property Location: Raymond, Maine, east of but not adjacent to the Webbs Mills Road**



Seller's Initials \_\_\_\_\_

Property Location: 77 PATRICIA AVE  
 Vision ID: 281

Account # T1501R

MAP ID: 005/ 019/ 000/ 000/

Bldg Name:  
 Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1

State Use: 903V  
 Print Date: 01/07/2016 15:34

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT		
TOWN OF RAYMOND SLUDGE SITE 401 WEBBS MILLS RD  RAYMOND, ME 04071 Additional Owners:		4 Rolling		1 Paved	3 Rural	Description	Code	Assessed Value
						EXM LAND	9035	188,100
								188,100
								188,100
						<b>Total</b>		
							188,100	188,100

3218  
Raymond, ME

**VISION**

SUPPLEMENTAL DATA	
Other ID: 005019000000	SEND VALU
TIF CODE	TAP
USE PROGRAM	Field 8
TG ENROLL Y	Field 9
TG PLAN YR	Field 10
LD1 TYPE	
GIS ID: 005019000000	ASSOC PID#

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)								
TOWN OF RAYMOND		3780/ 198						Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
								2015	9035	188,100	2014	9035	188,100	2013	9035	188,100
								<b>Total:</b>			<b>Total:</b>			<b>Total:</b>		
								188,100			188,100			188,100		

EXEMPTIONS				OTHER ASSESSMENTS			
Year	Type	Description	Amount	Code	Description	Number	Amount
	20	town property	0.00				
<b>Total:</b>			0.00				

This signature acknowledges a visit by a Data Collector or Assessor

ASSESSING NEIGHBORHOOD				
NBHD/SUB	NBHD Name	Street Index Name	Tracing	Batch
0001/A				

APPRAISED VALUE SUMMARY	
Appraised Bldg. Value (Card)	0
Appraised XF (B) Value (Bldg)	0
Appraised OB (L) Value (Bldg)	0
Appraised Land Value (Bldg)	188,100
Special Land Value	0
<b>Total Appraised Parcel Value</b>	<b>188,100</b>
Valuation Method:	C
Exemptions	0
Adjustment:	0
<b>Net Total Appraised Parcel Value</b>	<b>188,100</b>

**NOTES**  
 SLUDGE SITE  
 9/2005 MAP 5/LOT 18  
 MERGED INTO THIS LOT

BUILDING PERMIT RECORD										VISIT/ CHANGE HISTORY				
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	Date	Type	IS	ID	Cd.	Purpose/Result
									09/26/2005			KL	41	Change Source Info
									10/18/2004			PM	00	Measur+Listed

LAND LINE VALUATION SECTION															
B #	Use Code	Use Description	Zone	D	Front	Depth	Units	Unit Price	I. Factor	S.A.	Acre Disc	C. Factor	ST. Idx	Adj.	Notes- Adj
1	903V	Town of Raymond 00	VR1				60,000	SF	0.67	1.0000	5	1.0000	0.95	0.00	ROW
1	903V	Town of Raymond 00	VR1				138.62	AC	1,500.00	1.0000	0	0.7200	1.00	0.00	
<b>Total Card Land Units: 140.00 AC Parcel Total Land Area: 140 AC</b>															
														<b>Total Land Value:</b>	188,100

0.64  
1,080.00

## OPTION TO PURCHASE LAND

This OPTION TO PURCHASE is granted this \_\_\_\_\_th day of February, 2016, by The Town of Raymond, Maine, a body corporate and politic with a mailing address of 401 Webbs Mills Road, Raymond, Maine, 04071 (hereinafter the "Seller") to Central Maine Power Company, a Maine corporation with a mailing address of 83 Edison Drive, Augusta, Kennebec County, Maine 04336 (hereinafter the "Buyer").

1. **GRANT OF OPTION.** Seller hereby grants to Buyer the exclusive and irrevocable right and option until 11:59 P.M. on February 28, 2018 (hereinafter the "Initial Option Term") to purchase a portion of the Seller's land situated east of but not adjacent to the Webbs Mills Road so-called, in the Town of Raymond, Cumberland County, Maine, as described in attached **EXHIBIT A** and depicted on attached **EXHIBIT A-1** (hereinafter the "Premises") for the purchase price of Twelve Thousand Dollars (\$12,000.00) (hereinafter the "Purchase Price").

Additional Option conditions, if any, are set forth in attached **EXHIBIT B** and additional conditions, surviving closing, if any, are set forth in attached **EXHIBIT C**. All above-referenced EXHIBITS are made a part hereof (collectively the "Option Agreement" or the "Option").

2. **CONSIDERATION FOR OPTION.** The consideration for this Option is One Thousand Two Hundred Dollars (\$1,200.00), payable by Buyer within Thirty (30) days after receipt of this agreement signed by Seller and accepted by Buyer (the "Option Consideration"). Buyer may extend the Option for another Twelve (12) months by giving Seller written notice prior to expiration of the Initial Option Term of its intention to extend the Option and by paying an option extension payment of Six Hundred Dollars (\$600.00). The Option shall be deemed extended upon providing the notice and making the payment in the same manner permitted under paragraph 3 hereof with respect to the Notice of Exercise. **The consideration paid for this Option and paid for any extension hereof shall be applied toward the Purchase Price.**

3. **NOTICE OF EXERCISE.** Written notice of the exercise of this Option by Buyer shall be given to Seller by mailing (including express mail services) or delivering the same in person to Seller to the above-referenced mailing address on or before the expiration date of this Option or any extension thereof. If notice of the exercise of this Option is given by mail, this Option shall be deemed validly and effectively exercised when such notice is deposited in the mail. Seller is hereby obligated to notify Buyer within 10 days of any mailing address changes.

4. **RESTRICTIONS DURING OPTION TERM.** During the term of this Option, any extension thereof, and prior to closing, Seller agrees not to sell, offer to sell, mortgage, encumber, transfer, dispose of, or alter; all or any portion of the Premises, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

5. **RIGHT TO INSPECT, SURVEY AND TEST.** After Seller's execution of this Option, Buyer, and its employees, agents, contractors, subcontractors, assigns and invitees shall have the right to go onto the Premises (including the right to cross over other property of Seller to reach the Premises) for the purpose of preparing and making all plans and studies necessary or

Seller's Initials \_\_\_\_\_

Page 1 of 6

appropriate for or in connection with the application process for all permits from any and all governmental bodies deemed necessary or advisable by Buyer and for and in connection with Buyer's proposed use of the Premises. Such activities may include, but shall not be limited to, surveying, soil testing, water monitoring and testing and engineering studies. All such testing activities shall be reasonably conducted and shall not unreasonably waste the land. Buyer shall have the right to cut small trees and brush for surveying sight lines.

In the event Buyer does not exercise this Option within the option term or any extension thereof, or terminates this transaction as provided herein, Buyer shall remove any and all structures Buyer placed or had placed on the Premises, and shall fill in any and all excavations made. Buyer shall otherwise be permitted to maintain such structures and excavations.

Seller acknowledges that if Buyer acquires the Premises, Buyer intends to use the Premises for overhead electrical, intelligence and communication transmission lines, and/or electrical substations and related facilities. Seller hereby agrees to cooperate, facilitate and assist Buyer with Buyer's efforts to obtain permits with respect to the Premises for those purposes, including, without limitation, executing any necessary documents acknowledging Buyer's interest in the Premises as a result of this Option. Seller shall not, by action or inaction, directly or indirectly, undermine, oppose or hinder Buyer's efforts to obtain such permits. Provided, however, that nothing in this paragraph shall require Seller to make out-of-pocket expenditures.

6. **CLOSING.** In the event Buyer exercises this Option, the closing shall take place within **90 days of notice of the exercise** of this Option at a time and place convenient to the parties hereto and payment of the Purchase Price shall be made at that time. The deed(s) and all closing documents shall be prepared by a closing agent designated by Buyer to handle the closing. Except as may otherwise be provided herein, Buyer shall be responsible for all expenses and fees incurred in closing this transaction, except for Sellers' expenses for legal and consultant services (if any) arranged for and obtained by Sellers. If applicable, property taxes with respect to the Premises will be prorated as of the closing, based on the most recently available tax bill, and Buyer shall be responsible for 100% of the transfer taxes due with respect to the Premises.

7. **CONDITIONS PRECEDENT TO CLOSING.** In the event Buyer exercises this Option, Buyer's obligation to purchase the Premises shall be subject to satisfaction of the following conditions, which conditions are for the exclusive benefit of Buyer and which Buyer shall have the right to waive, singly or collectively, in its sole discretion:

- A. Seller shall convey the Premises to Buyer, or Buyer's agent, assignee or other designee, by warranty deed, free and clear of any liens, claims, encumbrances, rights-of-way, other easements, leases, reservations, covenants, restrictions and any other title defects except for utility easements of record. Buyer shall notify Seller in writing of any such defect promptly after discovery thereof. If Seller fails or refuses to cure such defect within the specified 90 calendar days, or any extension consented to by Buyer, Buyer shall have the right to (i) terminate this transaction, in which event this Option agreement shall be void and of no further force or effect and the Option Consideration shall be returned to the Buyer, (ii) waive such defect as provided herein, or (iii) undertake to cure such defect, in which event costs incurred by Buyer in undertaking such cure shall be applied as a credit to the purchase price at closing. In the event Buyer undertakes to cure such defect, but such defect is incapable of being cured, as determined by Buyer

in its sole discretion, Buyer shall have the right to terminate this transaction and such termination shall have the effect stated in clause (i) above or to waive such defect as provided herein. The closing date shall be extended 60 days if Seller undertakes to cure defects in title upon notice by Buyer plus an additional number of days equal to the number of days of any extension of the time to cure consented to by Buyer, and shall be extended a sufficient period of time to permit Buyer to cure or attempt to cure such defects if Buyer elects to undertake such cure, as provided herein. To the extent the Premises are encumbered by a mortgage or mortgages, Seller agrees to use good faith efforts to assist Buyer to obtain discharges or partial releases with respect to said mortgage or mortgages. Seller acknowledges that Seller may be obligated to pay, and agrees to pay to such mortgages, up to the full Purchase Price in order to obtain such discharges or partial releases.

- B. There are no hazardous or toxic substances, underground storage tanks, or asbestos on the Premises as these terms are defined in Federal, State or local ordinances and regulations.
- C. There are no claims, demands, liabilities or actions pending or threatened against Seller or the Premises (including, without limitation, condemnation proceedings) which constitute or might ripen into a lien or claim against the real estate or which could prevent, prohibit, delay or interfere with Buyer's proposed use of the real estate or which could deprive Buyer of any portion thereof.
- D. There are no existing violations of zoning ordinances or other laws, ordinances or restrictions applicable to the Premises.
- E. The parties agree that this Option shall not be recorded. Instead, the parties agree to execute and record in the Cumberland County Registry of Deeds, at Buyer's expense, a "Memorandum of Option" attached hereto.
- F. To the best of Seller's knowledge, the larger parcel of which the Premises is a part, is not the result of a division of land occurring during the past five years, and there has not been division of said larger parcel or the Premises, within the past five years. Seller covenants and agrees that, during the term of this Option, Seller shall not divide the larger parcel of which the Premises is a part in a manner that would require Buyer to obtain subdivision approval with respect to the Premises in order to lawfully acquire the Premises in accordance with this Option.
- G. The definition and description of the Premises presented herewith (see EXHIBITs A & A-1) are for option purposes only and are based on a current conceptual design of the Buyer's proposed transmission line corridor. Seller and Buyer hereby agree that upon completion of final engineering and prior to Closing, Buyer will prepare a final description that will definitively locate and describe the Premises, and that this final description will be used for the deed.

8. **FAILURE TO EXERCISE OPTION.** If Buyer does not exercise this Option within the period provided for herein, including any extension, then this Option shall be void and of no

Seller's Initials \_\_\_\_\_

Page 3 of 6

further force or effect, and the consideration for the Option and any extension shall be retained by Seller as full payment and settlement for the Option and extension granted by this instrument.

9. **SUCCESSORS.** This Option Agreement shall inure to the benefit of and be binding upon the heirs, administrators, executors, successors, personal representatives and assigns of the respective parties hereto.

10. **MISCELLANEOUS.**

- A. This Option Agreement shall not be modified or amended except by an Instrument in writing executed by Seller and Buyer.
- B. This Option Agreement may be executed in any number of counterparts, each of which when so executed shall be an original; but such counterparts shall constitute but one and the same instrument.
- C. The obligations of Seller under this Option Agreement shall be joint and several.
- D. This Option Agreement shall be construed and enforced in accordance with the laws of the State of Maine.
- E. All section headings in this Option Agreement are for convenience only and are of no independent legal significance.
- F. In the event either party shall default on any of its obligations herein, the non-defaulting party may seek to employ any and all available legal and equitable remedies. If either party seeks specific performance, that claim shall be brought in the Maine Superior Court. Claims for any other remedy for a default under this contract shall be decided by binding arbitration before a single arbitrator selected by the parties. In the event that the parties are unable to agree on an arbitrator within 30 days of a request for appointment of an arbitrator by one party, the party seeking arbitration may submit the arbitration demand to the American Arbitration Association ("AAA") for resolution by a single arbitrator. If court proceedings or arbitration are initiated by either party with respect to this Option, the reasonable attorney's fees of the prevailing party, and all costs of arbitration, if applicable, shall be paid by the non-prevailing party.

11. **SIGNING.** The terms and conditions of this Option Agreement are subject to the review and approval of Buyer. This Option Agreement is valid only when executed by both Seller and Buyer. This Option may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties. This Option Agreement shall not be valid unless executed by Seller on or before February 12, 2016.

**IN WITNESS WHEREOF**, the undersigned have executed this Option to Purchase Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2016

**SELLER:** Town of Raymond, Maine

\_\_\_\_\_  
By: Don Willard  
Its: Duly Authorized Town Manager

State of Maine

County of Cumberland

The above-named Don Willard, Duly Authorized Town Manager of the Town of Raymond, Maine, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Seller.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Attorney/Notary Public  
My Commission expires: \_\_\_\_\_



**BUYER (GRANTEE): CENTRAL MAINE POWER COMPANY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
\_\_\_\_\_ in said capacity and acknowledged the foregoing  
instrument to be free act and deed and the free act and deed of CENTRAL MAINE POWER  
COMPANY.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Town of Raymond, Maine to Central Maine Power Company**

Property in the Town of Raymond, Cumberland County, Maine, located east of but not adjacent to the Webb's Mills Road, being a strip of land of varying width, but not less than 100' wide in any location, (hereinafter the "Parcel");

beginning at a point on the Raymond-Gray town line, at the southerly corner of land now or formerly of Steven Adams, described in a deed recorded in Book 27041 on Page 263, and depicted on the Town Tax Map 8 as lot 65A;

thence traveling in a northwesterly direction along said Adam's southwesterly bound to land now or formerly of Janet Cairns, described in a deed recorded in Book 18626 on Page 270, and depicted on the Town Tax Map 8 as lot 6;

thence traveling northwesterly along said Cairns southwesterly bound to a point on the easterly bound of land now or formerly of Phyllis D. Burnham, described in a deed recorded in said county Registry of Deeds on Book 32083 on Page 172, depicted on the Town of Raymond Tax Map 8 as lot 78;

thence southerly along the northeasterly line of land now or formerly of Phyllis D. Burnham, described in a deed recorded in Book 31766 on Page 54, depicted on the Town Tax Map 5 as lot 17 to a point that is 100', more or less, as measured at a right angle, from said Cairns southwesterly line;

thence southeast across remaining land of the Town of Raymond, Maine to a point on the Raymond-Gray town line that is 100', more or less, along said Raymond-Gray town line from said southerly corner of said Steven Adams;

thence northeast along the Raymond-Gray town line 100', more or less, to the point of beginning.

The Parcel is a portion of the Grantor's land described in a deed recorded in the Cumberland County Registry of Deeds in Book 3780 on Page 198.

The Parcel is a portion of the land depicted on the Town of Raymond Tax Map 005, as Lot 019 and is also depicted on EXHIBIT A-1, attached to the Option Agreement, and retained in the Buyer's files. Parcel contains 8.5 acres, more or less.

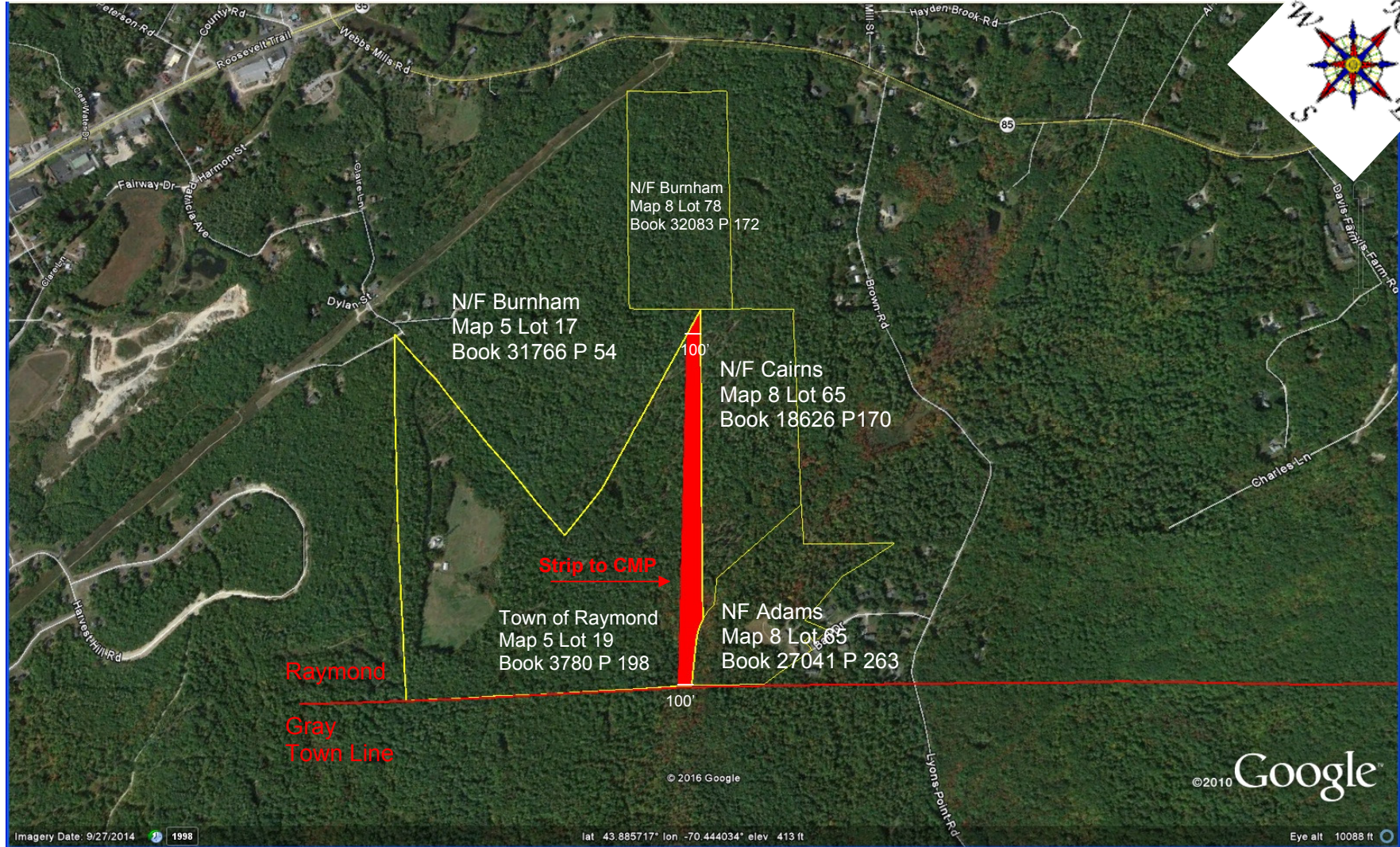
The description of the property presented herein is for option purposes only. Seller and Buyer agree that upon completion of due diligence and prior to Closing, Buyer will prepare a final description that will definitively locate and describe the Parcel, and that this final description will be used for the deed of conveyance.

Seller's Initials \_\_\_\_\_

**EXHIBIT A-1**

**Town of Raymond, Maine to Central Maine Power Company**

**Property Location: Raymond, Maine, east of but not adjacent to the Webbs Mills Road**



Seller's Initials \_\_\_\_\_

**EXHIBIT B**

**Town of Raymond, Maine to Central Maine Power Company**

The attached Option Agreement is subject to the following additional conditions:

None.

Seller's Initials \_\_\_\_\_

**EXHIBIT C**

**Town of Raymond, Maine to Central Maine Power Company**

The attached Option Agreement is subject to the following conditions surviving Closing:

None.

Seller's Initials \_\_\_\_\_

**MEMORANDUM OF OPTION**

- 1. Date of Option \_\_\_\_\_
- 2. Name and Address of Seller: Town of Raymond, Maine  
401 Webbs Mills Road, Raymond, Maine 04071
- 3. Name and Address of Buyer: Central Maine Power Company  
83 Edison Drive Augusta, Maine 04336
- 4. Description of Option Property: See attached Exhibit A.
- 5. Term of Option: The Option runs until January 31, 2018
- 6. Condition of Option During the term of the Option, Seller shall not sell, offer to sell, mortgage, encumber, or otherwise transfer or dispose of, or alter; the option property, including the cutting of trees by or at the direction of Seller, without prior written consent of Buyer.

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum as of this \_\_\_\_\_ day of January, 2016

**SELLER:** Town of Raymond, Maine

\_\_\_\_\_  
By: Don Willard  
Its: Duly Authorized Town Manager

State of Maine

County of Cumberland

The above-named Don Willard, Duly Authorized Town Manager of the Town of Raymond, Maine, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said Seller.

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: Attorney/Notary Public  
My Commission expires: \_\_\_\_\_

**BUYER (GRANTEE): Central Maine Power Company**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Personally appeared the above-named \_\_\_\_\_,  
\_\_\_\_\_, in \_\_\_\_\_ said capacity and acknowledged the foregoing  
instrument to be free act and deed and the free act and deed of (Buyer).

Before me,

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

**Town of Raymond, Maine to Central Maine Power Company**

Property in the Town of Raymond, Cumberland County, Maine, located east of but not adjacent to the Webb's Mills Road, being a strip of land of varying width, but not less than 100' wide in any location, (hereinafter the "Parcel");

beginning at a point on the Raymond-Gray town line, at the southerly corner of land now or formerly of Steven Adams, described in a deed recorded in Book 27041 on Page 263;

thence traveling in a northwesterly direction along said Adam's southwesterly bound to land now or formerly of Janet Cairns, described in a deed recorded in Book 18626 on Page 270;

thence traveling northwesterly along said Cairns southwesterly bound to a point on the easterly bound of land now or formerly of Phyllis D. Burnham, described in a deed recorded in said county Registry of Deeds on Book 32083 on Page 172;

thence southerly along the northeasterly line of land now or formerly of Phyllis D. Burnham, described in a deed recorded in Book 31766 on Page 54, to a point that is 100', more or less, as measured at a right angle, from said Cairns southwesterly line;

thence southeast across remaining land of the Town of Raymond, Maine to a point on the Raymond-Gray town line that is 100', more or less, along said Raymond-Gray town line from said southerly corner of said Steven Adams;

thence northeast along the Raymond-Gray town line 100', more or less, to the point of beginning.

The Parcel is a portion of the Grantor's land described in a deed recorded in the Cumberland County Registry of Deeds in Book 3780 on Page 198.

The Parcel also depicted on EXHIBIT A-1, attached to the Option Agreement, and retained in the Buyer's files.

The description of the property presented herein is for option purposes only. Seller and Buyer agree that upon completion of due diligence and prior to Closing, Buyer will prepare a final description that will definitively locate and describe the Parcel, and that this final description will be used for the deed of conveyance.

Sellers Initials: \_\_\_\_\_

Page 3 of 3



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# Annual Sebago Lake Rotary Ice Fishing Derby

## Board of Selectmen – Agenda Item Request Form – Public

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:	<b>Feb. 9. 2016</b>	Request Date:	<b>Jan. 12. 2016</b>
Requested By:	<b>Ingo Hartig / Sebago Lake Rotary Club</b>		
Address:	<b>21 Oakledge Rd. Raymond</b>		
eMail:	<b>wolffingo@hartex.com</b>		
Phone #:	<b>655-7733</b>		

---

### Category of Business (please check one):

Information Only       Public Hearing       Report       Action Item

Other - Describe **Request permission to hold an ice fishing derby.**

Agenda Item Subject:	<b>Request permission to hold an ice fishing derby.</b>
Agenda Item Summary:	<b>The Sebago Lake Rotary Club is requesting permission to hold an ice fishing derby on February 27/28. This is a new date suggested by the warden service.</b>  <b>Please accept my apology for this very late request.</b>

Action Requested:	
-------------------	--

Attachments to Support Request:	
---------------------------------	--

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# Raymond Community Forest Update & Funding Request

## Board of Selectmen – Agenda Item Request Form – Public

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date:	next available	Request Date:	01/29/16
Requested By:	John Rand, Chair RCC		
Address:	20 Dryad Woods Road, Raymond ME 04071		
eMail:	jbr@fairpoint.net		
Phone #:	232-1698		

---

### Category of Business (please check one):

Information Only       Public Hearing       Report       Action Item

Other - Describe **Report and funding authorization/confirmation**

---

Agenda Item Subject: **Raymond Community Forest update and funding confirmation**

Agenda Item Summary:

- 1. Project update - LMF funds released, Trail Grant application sent in, over 200 private donors to-date.**
- 2. Budget - we will need the \$50k we had agreed to with the BOS previously authorized to come from the OS Reserve Fund and other town harvest funds, and we will need the \$10k contingency we also agreed to and requested a year ago (in the event such funds were needed which they are). With these**

Action Requested:

- 1. Approval for a non-binding vote at Town Meeting on ownership**
- 2. \$10,000 of contingency funds for the project if they have not**

Attachments to Support Request:

**Two emails from January 2015:**

**From: "John B. Rand" <jbr@fairpoint.net>**  
**Sent: Friday, January 23, 2015 9:53 AM**  
**To: "Nancy Yates" <nancy.yates@raymondmaine.org>; "Don**

## Raymond Conservation Commission request for inclusion on the Selectmen's Agenda for the February 9, 2016 meeting

*NOTE: The data entered into some of the fields on the request form is more than can be displayed. Below is the complete text as entered:*

### Agenda Item Summary:

1. Project update – LMF (Lands for Maine's Future) funds released, Trail Grant application sent in, over 200 private donors to-date.
2. Budget – we will need the \$50k we had agreed to with the BOS previously authorized to come from the OS Reserve Fund and other town harvest funds, and we will need the \$10k contingency we also agreed to and requested a year ago (in the event such funds were needed which they are). With these funds our gap to close the project is ~\$25k which we are on track to complete by 6/30/16 (with one more fund raising push).
3. We want to talk about the final ownership of the property – LELET (Loon Echo Land Trust) or Town of Raymond. We believe a non-binding vote at Town Meeting would be the best way to inform the final ownership decision. Key aspects of each ownership model will be presented at this BOS meeting.

### Action Requested:

1. Approval for a non-binding vote at Town Meeting on ownership
2. \$10,000 of contingency funds for the project if they have not already been authorized

We assume the \$50,000 noted above was previously approved and authorized and does not need to be re-authorized at this meeting.

### 2 emails referenced:

Two emails from January 2015:

From: "John B. Rand" <jbr@fairpoint.net>  
Sent: Friday, January 23, 2015 9:53 AM  
To: "Nancy Yates" <nancy.yates@raymondmaine.org>; "Don Willard" <don.willard@raymondmaine.org>  
Subject: Re: Fwd: 20141219 FY2015-16 Budget Goals.pdf, Budget Schedule 2015-2016 Draft 20141217

- > Don and Nancy - wanted to get back with two place holder requests for the
- > upcoming budget:
- >
- > 1. RCC - \$10,000 to support closure of any funding gap that may exist at the

> end of 2015 relative to completing the Raymond Community Forest. I make this  
> recommendation as a place holder as the RCC (and the Forest Project) meets  
> Tuesday 1/27 and I will be able to update this recommendation following that  
> meeting.

>

From: John B. Rand  
Sent: Sunday, March 08, 2015 8:42 PM  
To: Nancy Yates  
Subject: Re: B/F Committee question

Nancy - the answer to Peter's question below is that we did not meet on 1/27/15 as it was the night of the Big Storm, but we met on 2/24/15 and there was no significant update to the raised funds from the email I just sent or to the amount of contingency funds that I had requested on 1/23/15 (\$10,000). That said we do have a fundraising plan which is broad in scope to capture as many Raymond residents and businesses as possible, but is also tailored to property owners and lake associations that are proximate to the project in hopes of securing as much local funding as possible.

Hope this helps, do let me know if you or the B/F Committee needs more information.

Thanks

John



## BOARD OF SELECTMEN

### Minutes

February 11, 2014

7:00 p.m.

### SELECTMEN'S MEETING

**Present:** Chairman Sam Gifford, Vice Chair Lonnie Taylor, Parliamentarian Joe Bruno, Mike Reynolds and Teresa Sadak

**Absent:** None

**Staff:** Nathan White, Public Works Director; Bruce Tupper, Fire Chief; Jim Seymour, Contract Planner; and Danielle Loring, Recording Secretary

**Other:** Ann Gass, Peggy Jensen, Carrie Wallia, Dana Desjardin, Russ Hutchins, Greg Foster, Charles Leavitt, Marie Commie, Norma Richard, Sally Holt, Elissa Gifford

### EXCERPT:

#### 4) New Business

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

Mr. Bruno recused himself as an abutter.

Carrie Wallia, LELT, outlined the history of the project. She explained that the group was seeking Land for Maine Future (LMF) funds for the project, and they were looking for the Town to sponsor the application with support from LELT. She explained that the grant application was going part of the previous plan presented and would show the Town's support for the project. She asked if the town had any experience with LMF, and Mr. Willard confirmed and out lined a couple of the projects that had benefited in the past.

Mr. Reynolds asked Ms. Wallia to outline the funding sources for the project. She explained that \$400,000 out of the \$571,000 required for the purchase would come from grants from various contributing sources, the Raymond was asked to contribute \$50,000, and local fundraising would make up about \$120,000 but that may go up because of interest. Mr. Reynolds was concerned with the interest potential in this lot because it did not have the appeal of some of the other conservation projects. Ms. Wallia explained that there would be some species protected as well as passive recreation activities promotes. She felt that it would support the local and State economies. The concern was that they would otherwise be converted into nonworking forests or subdivisions without this conservation effort.

Laurie Bernier, 69 Hancock and member of the Crescent Woods Association, stated that her group was in support of the project and there was going to be effort from the group to assist in the creation of trails. She saw great benefit in this project because of work in rehabilitation.

Greg Foster, Ledge Hill Road, explained that he did not agree with using public funds to purchase land and removing it from the tax roll. He felt that there were private owners that would allow for similar use of their property.

Russ Hutchinson, Conservation Commission, stated that he understood Mr. Foster's point but was concerned with converting all of the land to house lots.

Charles Leavitt, Leavitt Road, said that he was concerned with the data being presented. He felt that the tree growth money would not make up for the loss of taxes from homes. He explained that this project was different than the Tenney River Project because it would be owned and managed by the town. He felt that the Hancock Charitable Trust should fund the \$50,000 of funding that was being requested of the town.

Ms. Wallia explained that she could come up with more research of the cost of development versus the loss of taxes as well as the value to increased water quality.

MOTION: Mr. Reynolds motioned that the Town of Raymond sponsor the (Land for Maine's Future) grant application for the Raymond Community Forest Project; seconded by Teresa Sadak.

DISCUSSION: Mike Reynolds explained that if the Town approved this project, the land would be owned by Raymond. He hoped that the harvesting of the forest would pay for the current level of taxes though not the growth potential. He felt that raising the funds was going to be difficult.

Lonnie Taylor wanted to know what would maintenance mean for the Town. Mike Reynolds responded that it was whatever the Town wanted to do but they would also have the option to collect on the tree growth.

Carrie Wallia explained that actual purchase cost was \$506,000 plus legal. She added that this grant was a baseline test year to see how much money would be raised before committing to purchase it. She explained that the LMF grant would set out a management plan and LEIT would also have an easement regarding the recreational activities.

VOTE: MOTION FAILED (0/4/1 [ab JB])

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

Russ Hutchinson did not think it was appropriate to go forward given the previous vote. Mr. Reynolds explained that they were choosing to not support the grant application, which they could find another sponsor, but they had still yet to decide on the funding request. Ms. Wallia explained that she did not understand what the Board's hesitation was and felt that the group had addressed all of the previous concerns when they were grant preliminary approval, including the funding request. She explained that the grant would create a plan that could later be presented to the public.

Chairman Gifford asked how the Board felt, and Mr. Reynolds explained that the Board was not removing their support but choosing not to sponsor the application.

Mr. Hutchins read the warrant article into the record. Ms. Wallia corrected the date in which to exercise the agreement.

Mr. Leavitt suggested using the money from the timber sale toward the project.

MOTION: Mike Reynolds made a motion to send the warrant article from Raymond Conservation Commission to Annual Town Meeting; seconded by Lonnie Taylor.

DISCUSSION: None.

VOTE: MOTION CARRIED (4/0/1 [ab JB])

I attest that this is a true copy.

A handwritten signature in black ink that reads "Susan L Look". The signature is written in a cursive, slightly slanted style.

Susan L Look  
Raymond Town Clerk

Town of Raymond  
ANNUAL BUDGET/TOWN MEETING

MINUTES

Town Clerk Louise Lester opened the meeting at 7:10 pm stating:

TO: Nathan White, a resident of the Town of Raymond, in the County of Cumberland and State of Maine.

GREETINGS:

In the name of the State of Maine, you are hereby required to notify and warn the inhabitants of the Town of Raymond, qualified by law to vote in Town affairs, to meet at the Jordan-Small Middle School gymnasium, in said Town of Raymond on Tuesday, June 3, 2014 at 7:00 P.M., then and there to act on the following articles:

**EXCERPT:**

**ARTICLE 10:** To see if the Town will vote to appropriate \$30,000 from the Open Space Fund and an additional \$20,000 from the Timber Harvest Funds for a total of \$50,000 toward the purchase of 347+/- acres along Conesca Road including Pismire Mountain, known as the Raymond Community Forest Project. Expenditure of these funds will be contingent on successful state, federal or private foundation grant awards and local fundraising. The agreement to exercise an option to buy the land for \$506,000 from Hancock Land Company expires on December 31, 2014.

Conservation Commission recommend Article 10.  
The Selectmen make no recommendation for Article 10.  
The Budget Finance Committee do not recommend Article 10.

MOTION: There was a motion and second to approve Article 10.

VOTE: Carried

I attest that this is a true copy.



Susan L Look  
Raymond Town Clerk



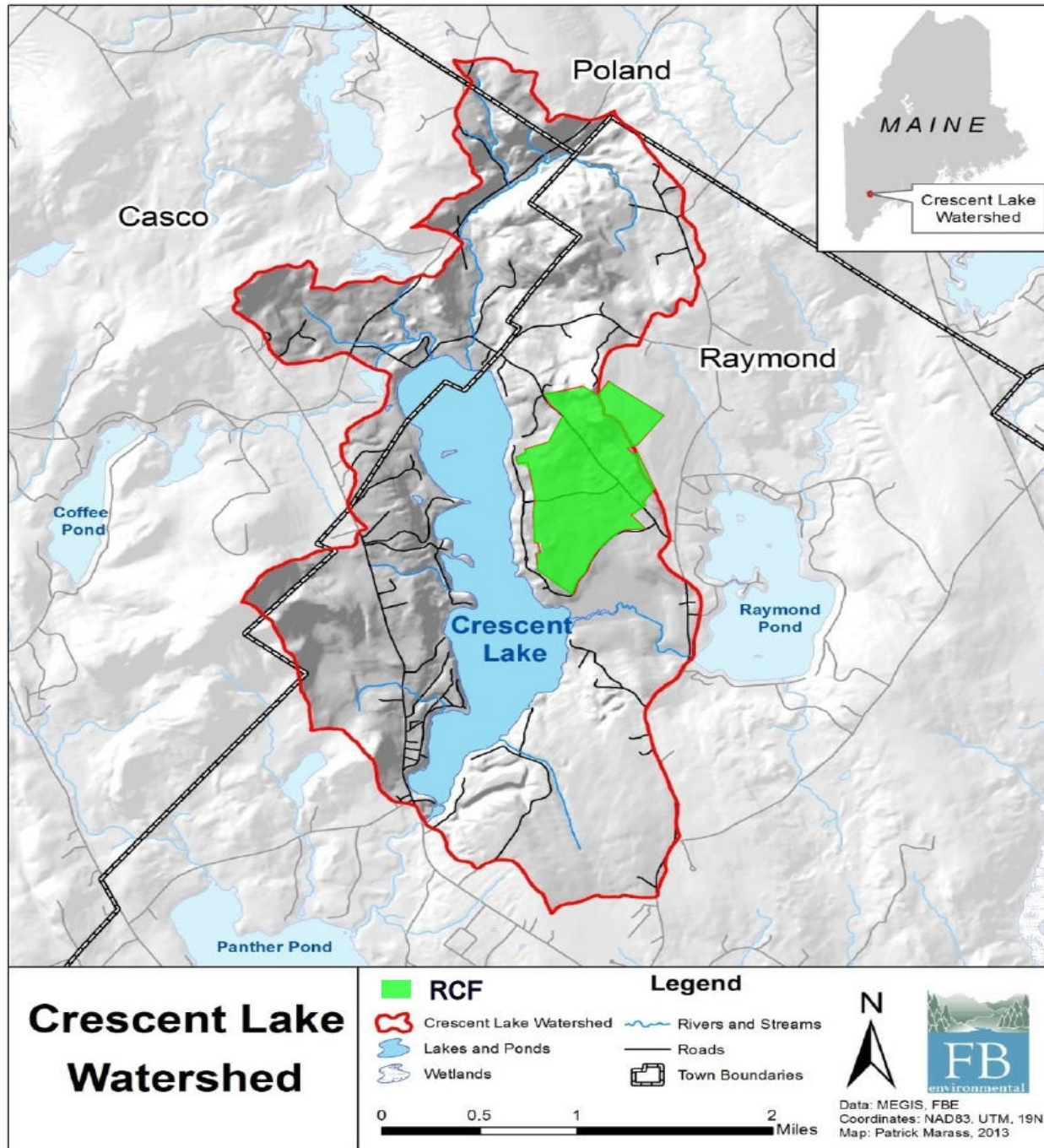
# Raymond Community Forest

Update and Next Steps



# Benefits

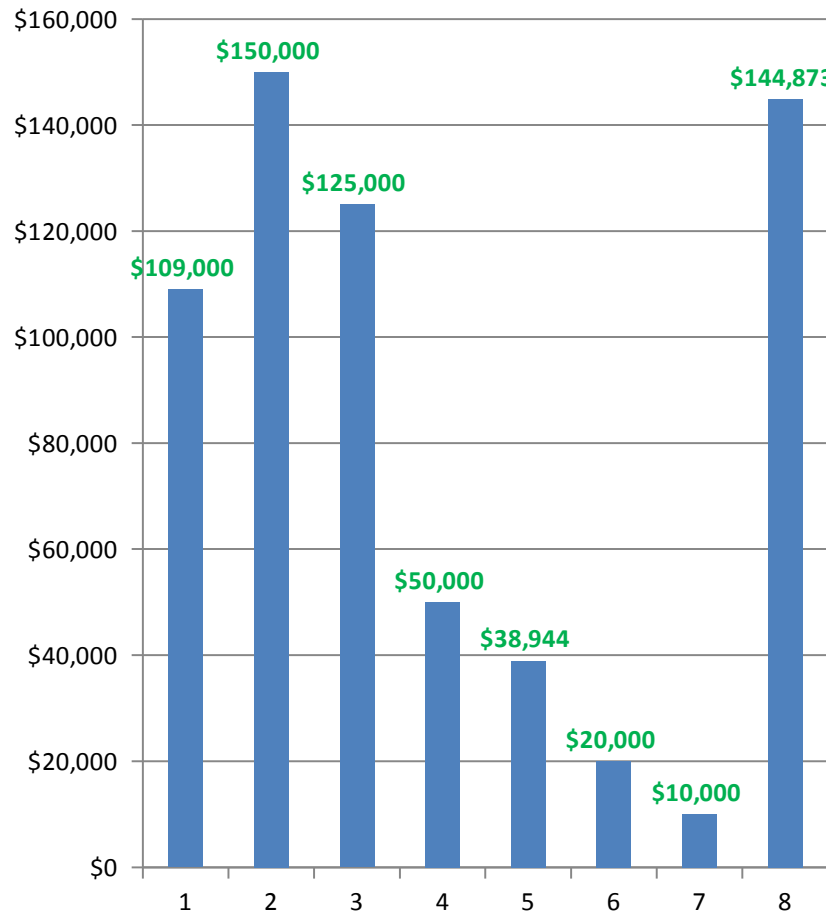
- Long-term/permanent protection for the quality of Crescent Lake and waters downstream to Sebago Lake;
- Construction of an extensive public trail network that would offer easy to moderately difficult terrain;
- Exceptional scenic viewing from the top of Pismire Mountain;
- Preservation of the view of Pismire Mountain from many areas in Raymond including Crescent Lake;
- Protection of a large forest that will bring long-term financial returns to the community through future forest management.
- Providing a destination point that will bring people to the Raymond business corridor



# Budget February 2016

Expenses	
\$615,000	Land value (bargain sale of \$506,000)
\$15,000	Transaction related fees (boundary survey, appraisal, legal, title, closing costs)
\$15,000	Administration, fundraising
\$35,000	Management planning and reserve account
<b>\$680,000</b>	<b>Total estimated expenses</b>
Income	
\$109,000	Hancock Land Co. bargain sale value (secured)
<b>\$150,000</b>	<b>Land for Maine's Future (approved, not paid, release date of bond \$ uncertain)</b>
\$125,000	Anonymous foundation (approved, not paid)
\$50,000	Town of Raymond (approved not paid)
\$38,944	Portland Water District (approved, not paid)
\$20,000	Maine Outdoor Heritage Fund (approved, not paid)
\$10,000	Davis Conservation Foundation (approved, paid)
\$144,873	Private Gifts (gifts made or pledged in writing)
<b>\$643,817</b>	<b>Subtotal of Approved Income Sources</b>
	<b>To be raised \$32,183.00</b>

Private Donations  
\$144,873.00  
Community Support



## Donations will match LMF Funds.

- 206 Individuals
  - 9 Community Groups
- Includes Crescent Lake Watershed Assn, Panther Pond Ass, Crescent Woods Road Assn, Camp Agawam, Raymond Waterways

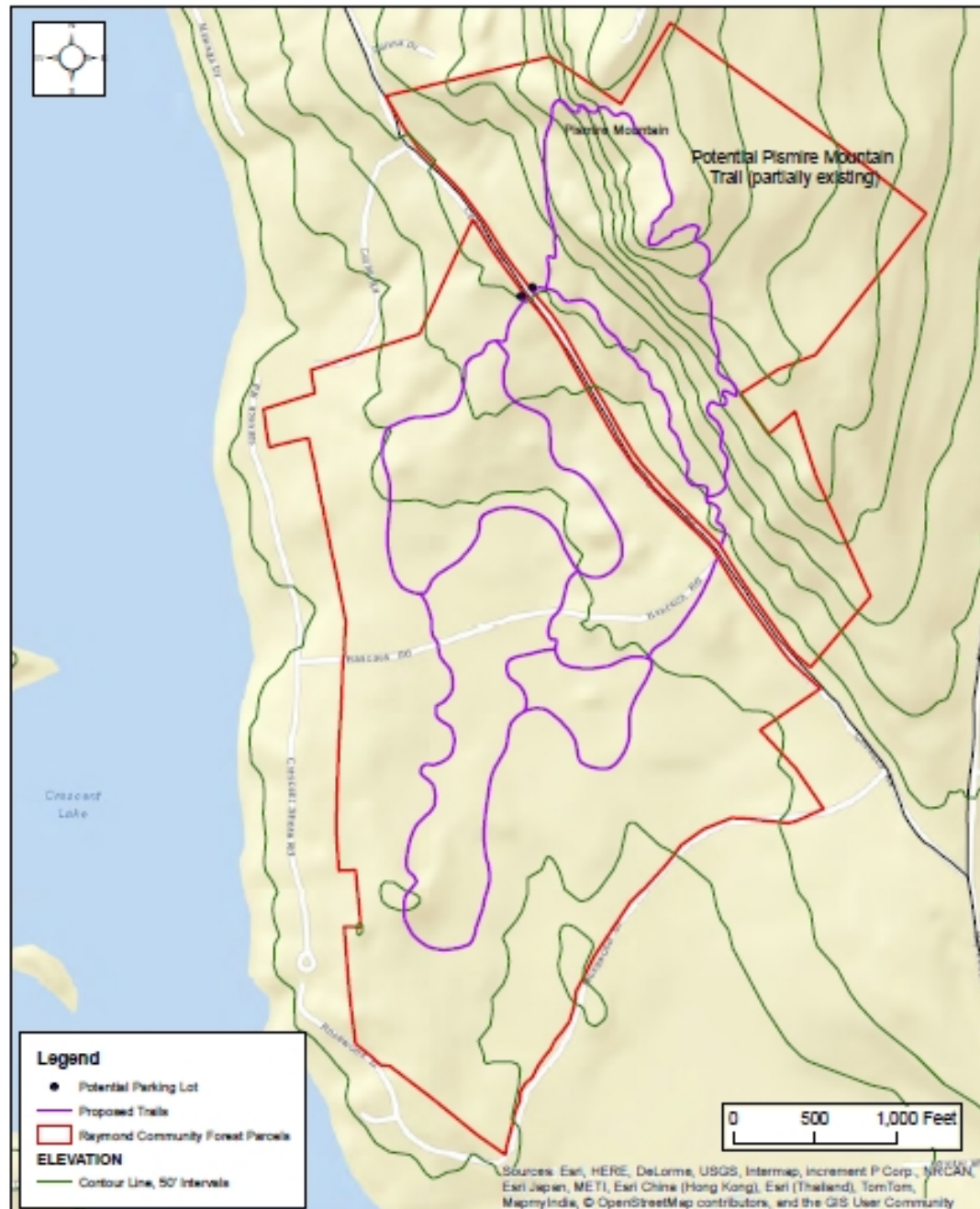


# Current Activities

- Survey work beginning.
- Preliminary trails walked.
- Trail grant submitted.
- On going fundraising activities.



# Proposed Trail Network



All locations are approximate. Map produced by Heather Rorer, LEIT, December 2015.

# Where Do We Go Next?

- Request disbursement of \$50,000 approved in 2014
- Request Select Board consideration for an additional \$10,000 towards closing costs. Additional private gifts raised will go towards management planning and trails.
- Discuss the possibility of the Town of Raymond assuming ownership/management of the forest in the future or LELT retaining .



# Managing RCF *Expenses*

**Projections are based on a 10 year timeframe**

- **Trail maintenance:** \$200/year (if any lumber or fill needed for repair of minor foot bridges or short handicap accessible trail areas; etc.)  
Majority is volunteer managed.
- **Plowing of parking lot:** \$500/year
- ***Boundary monitoring and maintenance:*** \$200/year (for refreshing paint, time for someone to review areas of interest, etc.)

- **Signage/printing:** \$150/year (replace or install any new signage; print trail maps)
- **Liability insurance:** \$300/year estimate

**Estimated expenses \$13,500 over 10 years or  
\$1350 per year**

## *Revenue*

### Forestry Returns (2012 data)

- **Selective cutting of 30% in 6 years**
  - **\$250/acre of wood value**
  - **$0.3 \times \$250/\text{acre} \times 300 \text{ acres} = \$22,500$ , or **\$2250/year****

**Estimated Revenue \$22,500 over 10 years or  
\$2250.00 per year.**

Bottom Line  
10 year period

Expenses	\$13,500
Income	\$22,500
Lost tax revenue	\$24,000 (est. \$2400/year)

\$15,000 or \$1500 per year

Protecting Our Lakes & Forestry

**PLEASE JOIN US!**



# Raymond Community Forest Project



View of Platte Mountain



View from Platte Mountain



Donate online at  
[www.LELT.org](http://www.LELT.org)  
or Call (207)647-4362



RAYMOND  
CONSERVATION  
COMMISSION



# Raymond Village Library Presentation of Supporter Certificates

## Board of Selectmen – Agenda Item Request Form

401 Webbs Mills Road  
Raymond, Maine 04071  
207-655-4742 fax 207-655-3024  
sue.look@raymondmaine.org

Requested Meeting Date: \_\_\_\_\_ Request Date: \_\_\_\_\_

Requested By: *Emily Allen, Chair, RVL Board of Trustees*

Address: *RVL*

eMail: *em\_76@yahoo.com*

Phone #: *(617) 331-6311*

### Category of Business (please check one):

Information Only     Public Hearing     Report     Action Item

Other - Describe *present certificates to RVL Supporters/Donors*

Agenda Item Subject: \_\_\_\_\_

Agenda Item Summary: *RVL will present certificates of Appreciation to Donors.*

Action Requested/  
Recommendation: \_\_\_\_\_

Attachments to  
Support Request: \_\_\_\_\_

### For Selectmen's Office Use Only

Date Received: \_\_\_\_\_

Approved for inclusion:  Yes  No

Date Notification Sent: \_\_\_\_\_

Meeting Date: \_\_\_\_\_