



Town of Raymond
Board of Selectmen ePacket
May 9, 2017

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Agenda



BOARD OF SELECTMEN Agenda

May 9, 2017

6:30pm – Regular Meeting

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

- a) April 11, 2017

3) New Business

- a) Appointment of Planning Board Member
 - Edward Kranich
- b) Presentation of Main Street Sidewalk Project – Owens McCoullough, Sebago Technics

Town Engineer Owens McCoullough from Sebago Technics will provide an overview of the MDOT/Town Main Street Sidewalk project, including: location, planned improvements, and timeline. This project is dependent upon being approved at Town Meeting on June 6th.

- c) Tax Abatement Requests – Curt Lebel, Contract Assessor
- d) Quit Claim Deed Requests – Sue Carr, Tax Collector
- e) GPCOG Joint Bid/Membership Discussion – Nathan White, Public Works Director
- f) Network Administrator Contract – Don Willard, Town Manager
- g) Approval of Warrant for RSU #14 Budget Validation Vote – Sue Look, Town Clerk

Annual vote on the RSU #14 Budget to be held on June 13, 2017, in conjunction with the Municipal Election portion of Town Meeting and the State Election. The budget will be finalized at the vote on May 24th.

4) Public Comment

Selectman's Meeting Agenda (Page 1 of 2) May 9, 2017

5) Selectman Comment

6) Town Manager's Report and Communications

a) Confirm Dates for Upcoming Regular Meetings

- May 18, 2017 – Special Selectmen's Meeting to consider Insurance Bids
- June 20, 2017 – Regular Selectmen's Meeting, later in month due to Town Meeting & Election Day

b) Reminder of Upcoming Budget & Elections Schedules

- May 24th – RSU #14 Budget Validation Vote – 6:30pm at Windham High School
- June 6th – Town Meeting at 6pm at the Jordan Small Middle School gymnasium
- June 13th – Town Election and State Referendum Election from 7am to 8pm at the Jordan Small Middle School gymnasium

c) Reminder of Upcoming Holiday Schedule

- Monday, May 29, 2017 – Memorial Day

7) Treasurer's Warrant

8) Executive Session

- a) Town Manager's Annual Performance Review (Pursuant to MRSA 1 §405 (6)(A))
- b) Consideration and Award of Scholarship Applications (Pursuant to MRSA 1 §405 (6)(F))

9) Adjournment

Previous Meeting(s) Minutes



BOARD OF SELECTMEN Agenda

April 11, 2017

6:30pm – Regular Meeting

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: Joe Bruno, Teresa Sadak, Samuel Gifford, Lawrence Taylor, and Rolf Olsen

Selectmen absent: none

Town Staff in attendance:

Don Willard – Town Manager
Cathy Ricker – Finance Director
Nathan White – Public Works Director
Chris Hanson – Code Enforcement Officer
Cathy Gosselin – Deputy Fire Chief
Bruce Tupper – Fire Chief
Sue Look – Town Clerk

1) **Called to order** at 6:30pm by Chairman Bruno

2) **Minutes of previous meetings**

a) January 10, 2017

Motion to approve by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

3) **Public Hearings**

a) Liquor License Renewal – William Coppersmith Jr, DBA Fisherman's Catch LLC

Opened public hearing at 6:30pm by Chairman Bruno

Town Manager Willard – There are no issues, we have received no complaints, and the Public Safety inspection was favorable.

Closed public hearing at 6:31pm by Chairman Bruno

Motion to approve liquor license renewal for William Coppersmith Jr, DBA

Selectman's Meeting Agenda (Page 1 of 25) April 11, 2017

Fisherman's Catch LLC by Selectman Taylor. Seconded by Selectman Olsen.

Unanimously approved.

- b) Proposed Ordinance Changes for Town Warrant – Chris Hanson, Code Enforcement Officer

Opened public hearing at 6:31pm by Chairman Bruno

ARTICLE 2: Shall Article 10.C.1.j (Site Plan Review – Administration – Expiration of Approval) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language and deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 2

CEO Hanson – This is basically a “sunset clause”. Any proposals brought forth would have 2 years to start construction and 4 years to finish, with a total limit of 5 years. There is a provision for them to ask for an extension. It will stop sub-divisions from being approved and not being built for 10 or 12 years.

Chairman Bruno – So it is a 5-year cap after it is approved by the Planning Board?

CEO Hanson – Yes.

Selectman Sadak – So now if they were approved 10 years ago they are “grandfathered”?

CEO Hanson – Yes. In the mean time ordinances change, sometimes stormwater codes change with the DEP, etc. 2 recently have had to go back to the DEP to renew their permits (DEP is capped at 7 years). We are kind of mirroring what DEP is doing.

ARTICLE 3: Shall Article 9.L.10.a (Minimum Standards – Signs) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language as shown below?

The Planning Board recommends Article 3

CEO Hanson – We had a request from a large agricultural concern to have more than 1 3'X3' sign on his property. We do not want billboards all over Raymond. This is only for an agricultural use. They still can not go over a total of 288 square feet as in the commercial zone.

ARTICLE 4: Shall Article 10.B.2 (Site Plan Review – Authority and Classification of Site Plans) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language as shown below?

The Planning Board recommends Article 4

CEO Hanson – Clarifies language regarding back lot driveways, that they are subject to a staff site plan review. This is to streamline the ordinance.

ARTICLE 5: Shall Article 9.U.5 (Minimum Standards – Lots – Stormwater Quality and Phosphorus Control) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 5

CEO Hanson – We have removed duplication, housekeeping only.

ARTICLE 6: Shall Article 10.D (Site Plan Review – Submission Requirements) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language and deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 6

CEO Hanson – Changing from 15 sets of full size plans to 1 full size set for staff and 11X17 sets for Planning Board members.

Closed public hearing at 6:37pm by Chairman Bruno

4) New Business

- a) Public Property Use Agreement – Raymond Village Library for the “Everybody Loves Raymond” Event – Sheila Bourque, Library Board President

Paul Cullinan, Library Board Vice President – One is to request the Sheri Gagnon Park for the 21st for set-up, and most of the day on the 22nd for the event itself. One is for Raymond Beach for a boat parade this year.

Selectman Sadak – I have a concern. July is baseball season. Have you talked to the league about their schedule?

Leigh Walker, Library Treasurer – I have spoken with Darren St Peter who is running baseball/softball this year and he said that the group last year was not Raymond softball. It was another organization from another town. I asked him to notify other people that he knew might use the field to let them know that we would be using the fields on those days.

Selectman Sadak – It was Sebago Long Lake and they run tournaments.

Selectman Taylor – As long as Raymond Rec knows we should be all set.

Chairman Bruno – Last year it was Windham Softball Men’s League.

Mrs Walker – So I have asked Darren to let people know well ahead of time that we would be using the fields.

Motion to approve the Public Property Use Agreements for the “Everybody Loves Raymond” event by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

b) Family Crisis Services Update – Stephanie Noyes and Jen LaChance

Family Crisis Services (FCS) is the local domestic violence resource center for Cumberland County. The Town of Raymond has supported FCS through endorsing their application for the Community Development Block Grant (CDBG) for the last few years. Stephanie Noyes, the Lake Region Site Advocate and Jen LaChance, Director of Advocacy and Victim Services, would like to report back to the board on what services FCS has provided to the town as well as gain insight on ways FCS can expand services in the community.

Ms LaChance – We offer shelter, safety planning, 24-hour hot line. We are free and confidential.

Ms Noyes – We have reached 27 people in Raymond in the past year. The number could be higher due to hot line calls where the caller does not identify themselves. We have used the RVL to meet people. I had a table at Octoberfest and plan to do so again this year.

Ms LaChance – Do you have any questions? Do you have any suggestions where we should concentrate our efforts in Raymond?

Selectman Gifford – What kind of issues do you deal with?

Ms LaChance – Domestic Violence.

Town Manager Willard – We would be willing to run your information on our website and our TV station.

Chairman Bruno – Everybody Loves Raymond would be a good place for a table.

Selectman Sadak – What about in the Family Dollar window for those who do not have access to computers and TV.

Selectman Gifford – Paris Farmers' Union has said that they would post things like this.

Town Willard – I think it is good that you came here to present. We are not as connected to this issue as we would if we had our own police department.

Chairman Bruno – Thank you for your important work.

c) Fire Hydrant Easement to Portland Water District – Bruce Tupper, Fire Chief

Consideration of conveying the fire hydrant and granting an easement extending northerly 300 feet more or less from the northerly sideline of Main Street to and including the fire hydrant.

Chief Tupper – Our hydrant is considered a private hydrant and this will make it a public hydrant. It will also mean that Portland Water District will maintain the hydrant. In the past few years we have spent \$3,000 in maintenance. The easement gives them the watermain and the hydrant and they would need to take on all maintenance.

Motion to approve conveying the fire hydrant and granting the easement to Portland Water District with the approval to allow Town Manager Willard sign the documents by Selectman Olsen. Seconded by Selectman Taylor.

Unanimously approved.

d) Planning Board Resignation – William Priest

Chairman Bruno – Bill is a good guy. I am sorry to see him leave the Planning Board, though I understand he is pretty busy. And Chris, he paid you quite a compliment in saying that you are a nice guy and work hard. That was nice to hear.

Motion to accept resignation by Selectman Olsen. Seconded by Selectman Sadak.

Unanimously approved.

e) Planning Board Appointment – Edward Kranich

Motion to table due to Mr Kranich being absent by Selectman Gifford. Seconded by Selectman Taylor.

Unanimously approved.

f) Appoint Warden for June 13, 2017, Referendum Election – Sue Look, Town Clerk

Consideration of Sue Carr as Warden.

Motion to appoint Sue Carr as Warden by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

g) Approve Warrant Articles for Annual Town Meeting, June 6, 2017

- Consideration of Hawthorne Community Association Budget Request – Proposed to be included in Article 16

NOTE: This request was inadvertently omitted from consideration at the February 21st Budget Meeting.

Abel Bates & Melanie Champriss were present to discuss the request as Trustees of the Hawthorne Community Association.

Mr Bates – We sent our letter requesting an annual stipend of \$1,000 to help maintain the Hawthorne House to Nancy Yates not knowing that she had retired, so the request was not brought forth earlier. We feel that Nathaniel Hawthorne's boyhood home is an asset to our town and worth keeping. The house has been maintained by a small group of volunteers (I have been involved since the 1970s) and supported by the dues from a larger group, as well as donations and a few fund raisers. Our group who does the upkeep is getting smaller and older. Thus far we have been unsuccessful in attracting younger members and our membership continues to decline. We are at the point that if we do not get some financial assistance the house will fall into disrepair.

Chairman Bruno – I am looking at your financials here. They are not very pretty. Are you going to be wanting more money each year to maintain the place?

Mr Bates – It depends on how well we do on an annual basis.

Chairman Bruno – Is it up to the town to support it?

Mr Bates – I think it is an asset to the town and the town bears some responsibility to keep it. Especially in the summer there is a great deal of interest in people seeing the house. We are all volunteers.

Chairman Bruno – Have you approached the Casco-Raymond Historical Society?

Mr Bates – Yes. John Manoush (on our board and on the CRHS) and he tries to work closely with them.

Chairman Bruno – Have they talked about doing fund raisers or taking over the management of this?

Mr Bates – I don't think there have been talks about taking over, there have been talks about joint projects. They may see us as a drag on their finances.

Mrs Champriss – They also have an aging population running that with not too many volunteers, so they are in the same boat as we are. We do fund raisers – flea market, Strawberry Fest, an art show. We are actively trying to do these things, but it does not raise very much money.

Town Manager Willard – I know many years ago we used that hall for community meetings and to have neighborhood meetings. It may have been associated with the Comprehensive Plan. Is that still available to the town or citizen groups?

Mr Bates – Yes. We try to give the priority to our members.

Mrs Champriss – We have used it for RVL for book groups. One of the issues is there are expenses for use. We don't have a septic tank, we have a holding tank. Due to a lack of facilities it has limited uses.

Town Manager Willard – I have tried to connect with John about free services available to get things like painting done. I personally think it is a worthy thing. We do feature it in our brochures.

Mr Bates – There is a good deal of traffic that goes around that corner in the summer and it would quite an eyesore if not maintained. It has ongoing expenses. It has to be painted. We try to do one side every couple of years. Sometimes we can get paint donated. We have had free paint in the past and it has not worked out very well.

Chairman Bruno – Have you talked to the Sheriff's Department to see about getting inmates up there to paint?

Mr Bates – We did that and got it painted, but we had to get it painted again very quickly. One of the inmates wandered away and got himself a sandwich...

Town Manager Willard – There's the Windham inmates and then there is the Cumberland County Sheriff's inmates. That was Windham inmates from the correctional center and they learned from that experience. Their supervisor has changed and they have improved their process. I can't say we have had no problems, but we have had few problems since those changes.

Mr Bates – We will do our best to do that. \$1,000 isn't even going to paint 1 side. There is an issue with getting help like that if there isn't someone to supervise them who doesn't know what they are doing.

Chairman Bruno – Who owns the building?

Mr Bates – Hawthorne Community Association.

Selectman Sadak – Is that association only the members?

Mr Bates – Yes. It is a 501C3. It is non-profit and on the National Historic Register.

Selectman Gifford – I see that you have been turned down for grants on 2 occasions, the last one in 2008. Did they give you a reason?

Mrs Champniss – The historic one because the house is not historically intact. I don't know why the Stephen King one was rejected.

Chairman Bruno – So it is open to the public?

Mrs Champniss – When we have an event, we don't have it manned.

Mr Bates – Or if I happen to be home.

Chairman Bruno – Do you have a donation jar in there?

Mr Bates – We do.

Mrs Champniss – We even sell souvenirs.

Chairman Bruno – Have you sold Nathaniel Hawthorne books?

Mrs Champniss – People are not that interested in the books. They like the pins and postcards. People will stop by when we go in to clean.

Chairman Bruno – You don't carry insurance?

Mr Bates – They won't give it to us and if they would it would be something we could not afford. It is because of the way it is used, it is old...

Chairman Bruno – So it is considered like commercial property?

Mr Bates – I don't know what it is considered. It is on a tiny plot of land. It has a holding tank and an old furnace in it. There are some things the insurance company would not like that I don't need to talk about. We are 1 disaster away... We do have liability insurance, it is casualty we don't have.

Selectman Gifford – What makes the building not historically correct?

Mr Bates – Inside. Outside only 1 corner that we replaced is not as it was. Initially it was a house and sometime before the turn of the century they gutted it, after the Hawthornes moved out it just sat there empty. Then they took the ceiling and the rooms out and turned it into a meeting hall and a stage coach stop, those kinds of things. I think the balcony is still original, the back stairs, some of the windows are as well. There are some original features.

Mrs Champniss – There is a curio cabinet with some of the Hawthorne artifacts in it.

Chairman Bruno – Thank you.

- Consideration of Main Street Sidewalk Project Budget Request – Proposed in Article 40

NOTE: This request is pertaining to a previously awarded MaineDOT grant. We are now being awarded more grant monies, but this information was not available in time for consideration at the March 7th Budget Meeting.

Public Works Director White – Basically, we applied for the grant 3 years ago. We were awarded the grant. I way underestimated the cost of the sidewalk. We cancelled the project. The engineer went to the State and the State said, "Well, we'll give you more money." They have funded the whole thing to \$400,000. We probably ought to go with it. We have to match it at 20%.

Town Manager Willard – I think this is a pretty significant project for the town to connect this new Main Street sidewalk to the 302 sidewalk. Now there is

engineering and public outreach to be done. If we were ever to vitalize that area of the town as a town center I think it is a fundamental improvement from a public safety standpoint, from a walkable street standpoint. We have the Halloween event there, the Library is there. If we were to ever look at a town center, municipal office, community center, library complex, dare I say. This to me is a very good investment for the community. Along with the sidewalk you also have significant drainage improvements. I would strongly recommend that we do that.

Selectman Sadak – Wasn't it up in the air? We discussed having it go all the way to the library and Owens hadn't done all that.

Public Works Director White – We had done a final plan and had stopped at which side to put it on, and that was when we discovered that the cost was underestimated. We didn't have enough money to go forward. That was why we stopped. We have a preliminary design that needs to be finalized.

Selectman Gifford – Have we met with the residents along there?

Public Works Director White – We held 1 meeting and I think we should do another one. At some point, you need to make a decision to go forward or not.

Selectman Gifford – From a Raymond Vitalization Committee standpoint I would say it is going to be positive.

Public Works Director White – It is going to be a tight project through there, it is a tight section of town. The road is narrow, but Owens is pretty confident that it can fit without intruding too much on people's property on either side.

Town Manager Willard – I will have a traffic calming effect, and in fairness to the process so far and to Nathan, we tried to do this as we do a lot of things – as inexpensively as possible. So the only way you can know the scope is to engineer it and to engineer it is an investment. I am impressed with the State of Maine stepping up and saying this is a worthy project. We need to decide as a town if we are willing to do the due diligence to come up with the information so we can have a reasonable discussion about this and that is the risk. If you do the engineering and do not move forward, then you are on the hook for the engineering?

Public Works Director White – Yes. What sparked this is a couple of weeks ago we got the agreement from the State to go forward with the engineering. Once you spend their grant money on the engineering and then pull the plug, we are on the hook for the \$42,000 for the engineering.

Chairman Bruno – How much is set aside right now?

Public Works Director White – \$33,000.

Chairman Bruno – So it will be \$80,000 on our end?

Public Works Director White – Correct. At the peak. I think \$400,000 is a high number, though I thought \$100,000 would do it. Once you get the State involved with all the inspections, it goes pretty crazy.

Town Manager Willard – This would be a locally administered grant, as was the original 302 improvement project. Their money, we would be supervising it with our engineers, we would be responsible for meeting all the requirements for using Federal/State money. We went to a day-long seminar to learn to do that. We have confidence that this is something we have experience with and can handle well.

Selectman Olsen – From a timing standpoint, is this going to span over 2 budget

years?

Public Works Director White – 3 I believe. We don't have a final start date, nor a final commitment letter from them yet.

Chairman Bruno – I thought I saw it as 2018?

Public Works Director White – 2018, 2019, and 2020. 2020 is the farthest out they will go.

Chairman Bruno – We have \$33,000, so we need to set aside \$47,000. You could do this over 2 years...

Selectman Olsen – The only concern I have is how many houses are along the path on either side that have not tied into the watermain yet?

Public Works Director White - I wouldn't even dare guess on that, I would need to research that.

Selectman Olsen – My reason for asking that is if we do this we would want to give a 1 time offer to hook up and then put a 5-year moratorium on tying into that so we don't have multiple cuts.

Public Works Director White – We did not do that on the 302 project and there are several spots where they cut through, there was nothing in place to stop them. It makes sense to offer it while we are going by and then ...

Selectman Olsen – And then say there is a 5-year window when you can't.

- Consideration of Recommendations for Each Warrant Article:

ARTICLE 1: To elect a moderator to preside at said meeting.

Motion to recommend Article 1 as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 2: Shall Article 10.C.1.j (Site Plan Review – Administration – Expiration of Approval) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language and deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 2

Motion to recommend Article 2 as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 3: Shall Article 9.L.10.a (Minimum Standards – Signs) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language as shown below?

The Planning Board recommends Article 3

Motion to recommend Article 3 as presented by Selectman Gifford. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 4: Shall Article 10.B.2 (Site Plan Review – Authority and Classification of Site Plans) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language as shown below?

The Planning Board recommends Article 4

Motion to recommend Article 4 as presented by Selectman Gifford. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 5: Shall Article 9.U.5 (Minimum Standards – Lots – Stormwater Quality and Phosphorus Control) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 5

Motion to recommend Article 5 as presented by Selectman Olsen. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 6: Shall Article 10.D (Site Plan Review – Submission Requirements) of the Raymond Land Use Ordinance, as adopted May 21, 1994, and amended through June 7, 2016, be further amended by adding the underscored language and deleting the language in strikethrough type as shown below?

The Planning Board recommends Article 6

Motion to recommend Article 6 as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 7: To see if the Town will vote, pursuant to 23 M.R.S.A. §2953, that orders of the municipal officers with respect to the closing of roads to winter maintenance shall be a final determination.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

***** **Budget Warrant Begins** *****

ARTICLE 8: To see if the Town will vote to authorize the Selectmen on behalf of the Town to sell and dispose of any property acquired by the Town for nonpayment of taxes pursuant to the policy adopted by the Selectmen, as may be amended from time to time, the policy to remain consistent with State statutes and laws. In all cases conveyance to be made by municipal quitclaim deed.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 9: To see what date taxes will be due and to set an interest rate for unpaid amounts.

The Selectmen recommend 1st half to be due October 31, 2017 and 2nd half to be due April 30, 2018 with interest at seven percent (7%) on any unpaid balances.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 10: To see if the Town will vote to set the interest rate to be paid by the Town on abated taxes at seven percent (7%) for the fiscal year.

Motion to recommend as presented by Selectman Gifford. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 11: To see if the Town will vote to authorize the Board of Selectmen to dispose of Town owned personal property with value not to exceed **\$35,000**.

Motion to recommend a limit of \$35,000 in value to dispose of Town owned personal property by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 12: To see if the Town will vote to authorize the Selectmen to borrow from or appropriate from undesignated fund balance (surplus) as they deem advisable to meet the unanticipated needs of the community that occur during the fiscal year with amount not to exceed **\$75,000**.

Motion to recommend a limit of \$75,000 allowed to be spent from undesignated fund balance by the Selectmen by Selectman Gifford. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 13: To see if the Town will authorize the Selectmen, for the fiscal year 2017 - 2018, to transfer funds between appropriation accounts as long as the grand total of all appropriations is not exceeded. Any such transfers to be approved only at a properly called public meeting of the Selectmen.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 14: To see if the Town will vote to authorize the use of Town employees and/or Town owned equipment or independent contractor(s) hired by the Town for maintenance on private roads in special and certain circumstances where in the public's interest.

Note of explanation – Three examples of when the use of Town employees and equipment may be necessary:

- A. Tying in work done on a public road that intersects a private road;
- B. Plowing snow on a private road to clear the way for emergency response apparatus; and
- C. In rare or emergency situations, maintaining private roads for school bus access to special education students as deemed necessary.

Motion to recommend as presented by Selectman Gifford. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 15: To see if the Town will vote to authorize the Tax Collector or Treasurer to accept prepayments of taxes not yet committed pursuant to 36 M.R.S.A. §506, with no interest.

Motion to recommend as presented by Selectman Taylor. Seconded by Selectman Olsen.

Unanimously approved.

ARTICLE 16: To see if the Town will vote to appropriate **\$216,302** from the tax increment of the Pipeline/RT 302 Tax Increment Financing District for FY 2016 - 2017 projects proposed in the Tax Increment Financing District Development Program.

Motion to recommend as presented by Selectman Gifford. Seconded by Selectman Sadak.

Chairman Bruno – We are now on the TIF.

Selectman Olsen – If we are going to add the Hawthorne House, this would be the place to add it.

Chairman Bruno – Obviously it is clear that I am the only one who is concerned that this is going to be an annual, ongoing request.

Selectman Taylor – They are requesting annually, but annually they will want more. As the amount grows it will reach a point where we have so much money in it that it would be stupid of us not to continue.

Selectman Sadak – I understand it is historic, but the Library gets more use out of it. This would be limited use for the public due to the lack of facilities.

Selectman Taylor – How many things do we showcase in our town? That is one of them and there are not many that we do. I don't have any personal feelings about it, but it is almost a no brainer – that's all you want is \$1,000? Great. Make it work though. We will give it to you, but we want to see a 5-year, a 10-year plan, or something.

Selectman Sadak – But he said that \$1,000 doesn't even cover 1 wall for paint...

Selectman Taylor – Why would you only ask for \$1,000 if it is not going to do anything worthy?

Chairman Bruno – When you look at their financials and how many volunteers they are losing every year, donations coming in, their membership, etc.

Selectman Taylor - \$1,000 is going to take care of 60 members, but it looks like they are losing more than that. They have 20% left of the members they had 5 years ago.

Chairman Bruno – Their Strawberry Festival used to be a big deal. People would go and eat strawberry shortcake.

Selectman Taylor – Is there a way we can bring that back? You are talking tens of thousands of dollars that they need.

Selectman Sadak – Maybe attach it to Everybody Loves Raymond and showcase this as another place of interest in Raymond. I think it is like Raymond Baseball and other organizations, volunteers are dwindling.

Town Manager Willard – I wonder if the Library could work with them to have some of their events there. Secondly, if their organization goes defunct it will go to you anyway. I have seen this happen in other towns, then you will have a decision to make. Normally the town is the first place they go when they can no longer maintain the building.

Selectman Taylor – Is it worth it for me or someone to go look at it to see where we are at? You want to stop the bleeding, but you also want to make it right if there is still time to make it right before it is a 5 or even 6-digit cost.

Selectman Sadak – He said they are 1 disaster away.

Chairman Bruno – The fact that they don't carry P & C insurance is scary. An old building like that? Not that you would ever rebuild it.

Selectman Taylor – 1812 it was built.

Selectman Olsen – You couldn't and keep it as a historical building. The fact is that if they went defunct, and the town took it over, it would come under the town's insurance.

Town Manager Willard – Yes, and if the Town entered into some sort of partnership with them and had an equity interest in the property, we could probably add it for very little. That is going down the road a long way.

Selectman Sadak – So do we want to add it and see how it plays out?

Selectman Gifford – It is only for a year and it is only \$1,000.

Chairman Bruno – So we would change the TIF to \$217,302.

Motion to amend Article 16 and add \$1,000 for Hawthorne Community Association, making the total recommended \$217,302 for the TIF by Selectman Taylor. Seconded by Selectman Gifford.

Chairman Bruno – The majority of us will be back here next year, so I think this is something to keep an eye on.

Unanimously approved.

ARTICLE 17: To see if the Town will vote to raise and appropriate **\$488,998** for the Administration account.

Motion to recommend \$488,998 for Administration as presented by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 18: To see if the Town will vote to raise and appropriate **\$57,709** for the Assessing account.

Motion to recommend at \$57,709 for Assessing as presented by Selectman Taylor. Seconded by Selectman Sadak.

Chairman Bruno – Just one thing, we haven't had a reval since when, mid 1990s?

Town Manager Willard – No, I want to say 2004 or 2006, we will have to look this up.

Chairman Bruno – And we are still running 99-101%?

Town Manager Willard – Yes.

Selectman Olsen – If you remember, we started to accrue for a reval once and 2 years ago we took that money back out.

Chairman Bruno – I think when we do the mill rate we should have a discussion about where we are as far as a reval. Casco just went through one, didn't they?

Town Manager Willard – Casco did 2. They did 1, they rejected it, and then they did another one.

Selectman Taylor – If you wait too long, you have to do a complete. Now we are at 12 years, if we wait and do a partial at 15 years...

Chairman Bruno - The issue is there are a number of large houses that have been sold in Raymond, which I couldn't believe the price of them. A lot more than I thought they were worth. It may be time to look at that.

Town Manager Willard – We could ask our Contract Assessor to assess that and report back to us.

Unanimously approved.

ARTICLE 19: To see if the Town will vote to raise and appropriate **\$108,372** for the Code Enforcement Department account.

Motion to recommend \$108,372 for Code Enforcement as presented by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 20: To see if the Town will vote to raise and appropriate **\$23,615** for the Town Hall account.

Motion to recommend \$23,615 for the Town Hall by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 21: To see if the Town will vote to raise and appropriate **\$521,760** for the Insurance and Employee Benefits accounts.

Motion to recommend \$521,760 for the Insurance and Employee Benefits accounts by Selectman Taylor. Seconded by Selectman Gifford.

Chairman Bruno – When I looked at your appropriation account last week on the Health Insurance, you have only expended 63% of that account. You should be at 75% by now.

Finance Director Ricker – The \$58,000 is not on a straight line, you are doing it as the claims come in. It is not monthly. Our monthly health insurance bill is about \$13,800. We should theoretically be at 75%. I estimated that there would be about \$20,000 left this year (unspent) and I put this on the revenue side in reserve for next year.

Selectman Olsen – So next year we would need to “top off” the HRA portion. Which is why you are not at the 75%, you have not expended that down.

Chairman Bruno – It is \$168,000. If you multiply \$14,000 by 12 it is \$168,000.

Selectman Olsen – Plus the Dental.

Chairman Bruno – Is your dental \$100,000 per year?

Finance Director Ricker – It is \$10,000 for everybody. I am adding 2 new people to be covered by the health insurance, the 2 new positions in the Fire Department.

Chairman Bruno – That still keeps you under \$200,000. So, in order to carry funds over you have to have an article or a vote to do that.

Finance Director Ricker – I put it in the Miscellaneous Revenue and at the end of the year you would need to vote to carry it forward.

Selectman Olsen – Which is the same that we do on the CIP. We have to write an article to

do that.

Chairman Bruno – So make sure we get that done before...

Finance Director Ricker – I did put \$20,000 in the revenue side assuming that we would have at least that.

Chairman Bruno – You are probably going to have more than that.

Finance Director Ricker – What is it you intend to carry forward?

Chairman Bruno – Carry all of it.

Selectman Olsen – We will know what is available to be carried forward when we set the mill rate, so we will be able to adjust for it there.

Chairman Bruno – The other thing is these Other Insurances. Where are we on this whole MMA thing? Is that under this Insurances?

Finance Director Ricker – Yes.

Chairman Bruno – Does this include joining MMA or are we on a place holder basis getting RFPs, or where are we?

Town Manager Willard – It includes joining MMA and going the MMA direction, unless you decide you want to put a place holder number in for insurance and go through a formal Request for Proposals, Request for Bids, which we did not do. So, this was set up with the bid solicitation which we did do, not a detailed from Cross. It was based on a 2% adjustment which was given to us by Cross and a more formal proposal from MMA. Cathy has copies if anyone wants to see what we have.

Finance Director Ricker – I did do the same. Whenever you get a proposal it is only good for 30 days. We had received it in January. Before the budget document went out I did check with MMA to make sure the numbers were still correct.

Town Manager Willard – So we have pricing from MMA and what we thought was pricing from Cross.

Chairman Bruno – Let's straighten this out. You did not get pricing from Cross. You called them up and said, "What can I expect for an increase?", you spoke to someone and they said, "Maybe 2%". That is not a formal proposal.

Town Manager Willard – I would agree, we don't have a formal proposal. To not go over that ground, I think the thing you could do would be to put an amount of money in the budget and then go out to bid.

Selectman Olsen – So if you look at this, the amount that is currently in the budget is enough for MMA. There would be a plus if Cross came in less. The only thing that could happen is getting a lower figure which is not bad. This covers us, we know we can do it for less. Now the only question is will they come in for less.

Selectman Sadak – Here is my concern with that. It is not just coming in less with Cross.

Chairman Bruno – I would love to see a line by line comparison.

Selectman Sadak – How I am reading this is that there is a lot more in the MMA estimate than we are getting with Cross.

Chairman Bruno – I would argue the opposite.

<p>Selectman Sadak – No, I don't.</p> <p>Finance Director Ricker – We also have the possibility that more people would submit bids.</p> <p>Chairman Bruno – That is fine, the more the merrier.</p> <p>Finance Director Ricker – The dues piece is in the Administration section.</p> <p>Chairman Bruno – Oh, so we are already joining MMA, is that is?</p> <p>Selectman Olsen – No, we haven't hit that yet.</p> <p>Finance Director Ricker – No, we did. It is in Administration (Article 17).</p> <p>Chairman Bruno – So we have voted to join MMA.</p> <p>Selectman Olsen – No. What happens is if we don't, then we don't spend that amount.</p> <p>Selectman Sadak – We didn't know that, so we go back and look at that again.</p> <p>Selectman Taylor – Joe loves MMA.</p> <p>Chairman Bruno – I can't stand MMA. I am not shy about it. They offer nothing. If you have ever been to that building in Augusta, they are charging towns for that Taj Mahal.</p> <p>Selectman Sadak – So are Vets. So are other people. You have to look at everything and right now I am not impressed with the other thing too.</p> <p>Chairman Bruno – So we have a motion that has been seconded...</p> <p>Selectman Sadak – Wait, we need to go back and look at Administration because that is where the fee is for the dues for MMA.</p> <p>Chairman Bruno – You have to keep that in there.</p> <p>Selectman Olsen – If MMA ended up being awarded the insurance, then we would need this amount in Administration. If not, we will underspend that budget by that amount.</p> <p>Voted 4 to 1. Motion passed.</p> <p>Chairman Bruno – I just think it was an awful process. There was never a bid. We have this idea that MMA is wonderful and just do whatever they say. I am not in favor of it.</p>
<p>ARTICLE 22: To see if the Town will vote to raise and appropriate \$6,000 for the General Assistance account.</p> <p>Motion to recommend \$6,000 for General Assistance by Selectman Sadak. Seconded by Selectman Gifford.</p> <p>Unanimously approved.</p>
<p>ARTICLE 23: To see if the Town will vote to raise and appropriate \$184,271 for the Technology Department account.</p> <p>Motion to recommend \$184,271 for Technology by Selectman Taylor. Seconded by Selectman Olsen.</p> <p>Unanimously approved.</p>

ARTICLE 24: To see if the Town will vote to raise and appropriate **\$48,472** for the Community Development account.

Motion to recommend \$48,472 for Community Development by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 25: To see if the Town will vote to raise and appropriate **\$752,585** for the Fire/Rescue Department account.

Motion to recommend \$752,585 for Fire/Rescue by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 26: To see if the Town will vote to raise and appropriate **\$19,322** for the Animal Control account.

Motion to recommend \$19,322 for Animal Control by Selectman Taylor. Seconded by Selectman Olsen.

Unanimously approved.

ARTICLE 27: To see if the Town will vote to raise and appropriate **\$684,112** for the Public Works account.

Motion to recommend \$684,112 for Public Works by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 28: To see if the Town will vote to raise and appropriate **\$323,762** for the Solid Waste account.

Motion to recommend \$323,762 for Solid Waste by Selectman Taylor. Seconded by Selectman Gifford.

Selectman Sadak – Did we decide what we were going to do about recycling? There was a savings if we do not do recycling.

Chairman Bruno – I don't think we were in favor of getting rid of recycling.

Unanimously approved.

ARTICLE 29: To see if the Town will vote to raise and appropriate **\$65,500** for the Employee Compensation and Training account.

Motion to recommend \$65,500 for Employee Compensation and Training by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 30: To see if the Town will vote to raise and appropriate **\$39,393** for the Cemeteries account.

Motion to recommend \$39,393 for Cemeteries by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 31: To see if the Town will vote to appropriate all of the money received from the State for snowmobile registrations to the Raymond Rattlers Snowmobile Club for the maintenance of their network of snowmobile trails, on condition that those trails be open in snow season to the public for outdoor recreation purposes at no charge, and to authorize the municipal officers to enter into an agreement with the Club, under such terms and conditions as the municipal officers may deem advisable, for that purpose.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Taylor.

Chairman Bruno – On the control account, the snowmobilers have not picked up their money yet.

Finance Director Ricker – I know. It is going to be in the next warrant.

Chairman Bruno – Has anyone else not picked up their money yet?

Finance Director Ricker – I have been going through and reaching out to the people who have not gotten their money yet.

Selectman Taylor – Thank you for that. It is more than we should have to do.

Selectman Sadak – Why don't we have a number on this one?

Chairman Bruno – Whatever we have for receipts is what they will get.

Unanimously approved.

ARTICLE 32: To see if the Town will vote to raise and appropriate **\$16,921** for the Parks & Recreation account.

Motion to recommend \$16,921 for Parks & Recreation by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 33: To see if the Town will vote to raise and appropriate **\$60,500** for the Raymond Village Library.

Motion to recommend \$60,500 for Raymond Village Library by Selectman Taylor. Seconded by Selectman Olsen.

Chairman Bruno – I am going to go with this number this year because they have taken over the Everybody Loves Raymond thing, but at some point, why are they getting more than everybody else in town?

Selectman Sadak – In our last minutes, when you asked Sheila if this was going to be kept as a base line and she said yes, then they came to the next meeting (that I was absent from) and asked for more.

Selectman Gifford – The value is there.

Chairman Bruno – According to you.

Selectman Gifford – According to me and a lot of other people.

Selectman Taylor – I think a lot of value is there, no doubt. They are a good group of people and it is a great thing to have. We have to watch it.

Chairman Bruno – But 4 years ago you were at \$40,000 and now you are at \$60,000. It is going to continue to grow. I am out of here in a year and you can go wild.

Selectman Taylor – No. We don't plan to do that.

Unanimously approved.

ARTICLE 34: To see whether the Town will vote to carry forward any existing fund balance in the Capital Improvement Program (C.I.P.).

Motion to amend to also carry forward any monies left in the Healthcare Reimbursement Accounts (H.R.A.) and recommend as amended by Selectman Olsen. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 35: To see if the Town will vote to raise and appropriate **\$617,000** for the Capital Improvement Program.

Included are:

Public Works Equipment Reserve	\$ 90,000
Public Works Paving/Road Reserve	\$ 300,000
Municipal Facilities Improvements	\$ 35,000
Fire Department Equipment/Facilities	\$ 110,000
Technology Reserve	\$ 20,000
Sign	\$ 62,000

Motion to recommend \$617,000 for Capital Improvement by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 36: To see if the Town will vote to raise and appropriate **\$441,881** for Debt Services.

Included are:

2013 Public Works Road Construction Bond Payment	\$ 232,000
2002 PSB Bond Payment	\$ 106,681
Fire Truck/Sand-Salt Shed Bond Payment	\$ 103,200

Motion to recommend \$441,881 for Debt Services by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 37: To see if the Town will vote to raise and appropriate **\$727,076** for the County Tax account.

Motion to recommend \$727,076 for County Tax by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 38: To see if the Town will vote to appropriate the total sum of **\$1,697,284** from estimated non-property tax revenues to reduce the property tax commitment, together with all categories of funds, which may be available from the federal government, and any other sources.

Motion to recommend \$1,697,284 from estimated non-property tax revenues to reduce the property tax commitment by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

ARTICLE 39: To see if the Town will vote to authorize the Selectmen to accept or reject grants, donations and/or gifts of money to the Town of Raymond and to expend monies donated for specific purposes.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 40: To see if the Town will vote to authorize the Selectmen to borrow from or appropriate from undesignated fund balance (surplus) as they deem advisable for matching grant monies for a federal-aid project with the State of Maine Department of Transportation (MaineDOT) to develop a new sidewalk and make roadway drainage improvements on Main Street.

Project description: beginning at US Route 302 and extending 0.60 of a mile to Meadow Road; to be included in MaineDOT's Work Plan for calendar years 2017-2019; and shall be a Locally Administered Project, subject to oversight by MaineDOT.

The anticipated total cost of the project is \$405,000 with a 20% local match, making the Town of Raymond's anticipated share \$81,000. There is \$33,000 in previously approved project reserve funds, leaving an anticipated \$48,000 for the remainder of the match.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

ARTICLE 41: To see if the Town will vote to accept certain State Funds as provided by the Maine State Legislature during the fiscal year beginning July 1, 2017 and any other funds provided by any other entity included but not limited to:

- Municipal Revenue Sharing
- Local Road Assistance
- Emergency Management Assistance
- Snowmobile Registration Money
- Homestead Exemption
- Tree Growth Reimbursement
- General Assistance Reimbursement
- Veteran's Exemption Reimbursement
- Business Equipment Tax Exemption (BETE) Reimbursement
- State Grant or Other Funds

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 42: To elect two (2) Selectmen, for three-year terms; three (3) members for the Budget-Finance Committee, for three-year terms; and one (1) member for the RSU School Board of Directors, for a three-year term.

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Gifford.

Unanimously approved.

ARTICLE 43: Non-binding, Informational Only Question: Would the Town like to explore constructing a new Town Office building?

Motion to recommend as presented by Selectman Sadak. Seconded by Selectman Taylor.

Unanimously approved.

Town Manager Willard – Is this a question that would be best to be on the secret ballot or as at Town Meeting?

Chairman Bruno – I would rather not have it at Town Meeting. You have more people come out than at a Town Meeting.

Town Manager Willard – This is just a sense article. You could get into a debate at Town Meeting with no information.

Chairman Bruno – Is that the best way to word it?

Town Clerk Look – That is my question. This is what we came up with as a draft.

Town Manager Willard – We weren't really satisfied with what we came up with. It is a difficult thing to do without a lot of development information and to prejudice the question in any way. We are definitely open to suggestion on how to reword this. We struggled with it.

Selectman Sadak – I think people need to know it may be more than just a Town Office. It may be also a Community Center, possibly Library...

Town Manager Willard – That is why we struggled with this.

Chairman Bruno – It is a pretty direct question. Yes or no.

Town Manager Willard – It doesn't try to influence you in any way. It doesn't add on things that we don't have authority to do, like the Library at this point.

Selectman Olsen – I think if you get too wordy on it, you are opening up a pit. This is straight up and down – Do you want to explore construction? From there it is up to the Select Board to either appoint a committee or to do the exploration.

Chairman Bruno – I've just got to say this. This is the first time I don't feel good about this budget. I don't feel we had the right discussions. I don't like some of the numbers. I don't know that it was delved into enough. I just don't feel good.

Selectman Sadak – That is why we are here now.

Chairman Bruno – I said my piece and I am just worried about the direction of this budget and where it is going. I think it is a step in the wrong direction.

Selectman Sadak – Is it the budget in general or is it just one specific thing?

Chairman Bruno – It is everything.

Selectman Taylor – Not everything, but a handful of things?

Chairman Bruno – No. There is a lot here I just don't feel good about. I think there are some things that could have been explored that we didn't explore.

Selectman Sadak – Name some things.

Chairman Bruno – Like the insurance thing really irritates me. There is a definite "I want to join MMA" feeling and that is the way we are going now without really exploring what all the options are out there. I think we are way off on our health insurance. I don't think we did a good job exploring options and really delving into the numbers.

Selectman Taylor – I take that statement to heart. I want to ask should we set up a workshop, should we push further, ...

Chairman Bruno – No. We had the hearings with the Budget-Finance Committee, we did all that, but I just don't think ... I don't trust the numbers. I don't get a sense that I could back all these numbers and feel good about it.

Selectman Gifford – If you don't trust the numbers, the voters aren't going to trust them either.

Chairman Bruno – I don't know about that. Voters can do whatever they want. I am just 1 person.

Selectman Sadak – Don't you think that insurance companies know when people are doing their budgets? It doesn't matter who it is, they would want to get their numbers out.

Chairman Bruno – They weren't explored. They were not explored. That is the point.

Selectman Sadak – I don't agree.

Chairman Bruno – You have your sense and I have mine. I do it every day. I look at numbers every day. I didn't get a spreadsheet showing me here's the advantages of this. It was just here's the numbers.

Selectman Sadak – Then let's wait, get the numbers, and make another appointment.

Chairman Bruno – No. We already voted on this stuff. We voted on it.

Selectman Taylor – We voted that we recommend it.

Chairman Bruno – It is just a budget that I am uncomfortable with. It seems to me that we are taking a lot of surplus money to keep the tax rate down, which is fine. I am OK with that. We are also investing a lot of money. I just don't have a good feeling about it. Maybe that's why it is time for me to retire. I am getting the sense that what I want for numbers and what I want to look at I didn't get. I got numbers. There was no analysis done on those numbers. When I questioned it I never got the proof that I was wrong.

5) Public Comment

6) Selectman Comment

7) Town Manager's Report and Communications

a) Confirm Dates for Upcoming Regular Meetings

- May 9, 2017

- June 20, 2017 – later in month due to Elections on June 13th
- b) Reminder of Upcoming Budget & Elections Schedules
 - April 18th – Budget-Finance Committee meets to vote on warrant articles recommendations
 - May 24th – RSU #14 Budget Validation Vote – 6:30pm at Windham High School
 - June 6th – Town Meeting at 6pm at Jordan Small Middle School gymnasium
 - June 13th – Town Election and State Referendum Election
- c) Reminder of Upcoming Holiday Schedule
 - April 17th – Patriot’s Day
 - May 29th – Memorial Day

8) Treasurer's Warrant

None this week

9) Adjournment

Motion to adjourn at 7:52pm by Selectman Taylor. Seconded by Selectman Sadak.

Unanimously approved.

Respectfully submitted,

*Susan L Look
Town Clerk*

Appointment of Planning Board Member



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:	EDWARD KRANICH
Mailing Address:	26 SPILLER HILL RD. RAYMOND
Telephone Number:	207-210-2650
Occupation:	CONSTRUCTION MANAGER
E-mail Address:	ekranich@burnsmcd.com

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

1.	PLANNING BOARD
2.	CONSERVATION COMMISSION
3.	ZBA

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

TO UTILIZE THE KNOWLEDGE AND EXPERIENCE GAINED IN A LONG CAREER IN CONSTRUCTION OF A WIDE RANGE OF INFRASTRUCTURE, PLANNING, CIVIL ENGINEERING AND SURVEYING.

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

-EXPERIENCE AS PLANNING DEPT. STAFF
- DEGREE (BS) IN ENVIRONMENTAL HEALTH; CONTINUING EDUCATION IN CIVIL ENGINEERING SAFETY AND PROJECT MANAGEMENT
- MANAGED CONSTRUCTION OF ROADS, BRIDGES, POWER TRANSMISSION LINES & SUBSTATIONS

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

TO ENSURE ORDERLY DEVELOPMENT AND/OR PRESERVATION OF THE TOWN IN ACCORDANCE WITH THE ZONING REGULATIONS AND 'PLAN OF DEVELOPMENT', WHILE MAINTAINING THE CHARACTER OF THE TOWN AND PUBLIC SAFETY AND HEALTH OF ITS CITIZENS

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

-I WAS EMPLOYED BY THE MERIDEN CT PLANNING DEPARTMENT FOR 1-1/2 YRS WHEN I FIRST GOT OUT OF COLLEGE
-I HAVE PRESENTED TO PLANNING BOARDS FOR PROPOSALS ON BEHALF OF MY EMPLOYER.

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

*401 Webbs Mills Road
Raymond, Maine 04071*

Appointment by Municipal Officers

Pursuant to M.R.S.A. 30-A §2601, the undersigned municipal officers of the Town of Raymond do hereby vote to appoint and confirm **Edward Kranich** to the Planning Board for a term ending June 30, 2019.

Given under our hands on the 9th day of May, 2017.

Joe Bruno

Lawrence A Taylor

Teresa Sadak

Samuel Gifford

Rolf Olsen

Main Street Sidewalk Project Presentation



<i>MaineDOT use only</i>	
AMS ID:	_____
CSN:	_____
TEDOCS #:	_____

Agreement for a Locally Administered Federal-aid Project
With the
Town of Raymond
Regarding
Main Street Sidewalk: WIN 18888.00

Agreement Upset Limit: <u>\$44,000</u>	Federal Project #: <u>TAP-1888(800)</u>
Federal Share: <u>\$35,200</u>	Federal Authorization Date: <u>March 5, 2015</u>
Municipal Share: <u>\$8,800</u>	Town's Vendor ID: <u>VC1000075104</u>
Begin Date: <u>Upon MaineDOT's Signature</u>	Town's DUNS® Number: <u>097729735</u>
End Date: <u>June 30, 2021</u>	CFDA #20.205: <u>Highway Planning & Construction</u>

This Agreement for a federal-aid project is entered into by the State of Maine Department of Transportation (“**MaineDOT**,”) with its headquarters at 24 Child Street in Augusta, Maine, and the Town of Raymond (“the **Town**,”) with its principal offices located at 401 Webbs Mills Road in Raymond, Maine, which jointly shall be referred to as the “**Parties**.”

WHEREAS, this Agreement shall apply to development of a new sidewalk on Main Street, beginning at US Route 302 and extending 0.60 of a mile to Meadow Road (the “**Project**”); and

WHEREAS, **MaineDOT** selected the **Project** for federal-aid funding and for inclusion in its Work Plan for calendar years 2017-2019; and

WHEREAS, the **Town**, as a sub-recipient of federal-aid funding, shall deliver the **Project** as a Locally Administered Project, subject to oversight by **MaineDOT**.

NOW, THEREFORE, in consideration of the foregoing statements, the **Parties** agree to the following terms and conditions:

The following attachments are hereby incorporated into this Agreement:

- Federal Funding Accountability and Transparency Act Form (*signature required*).
- Federal Title VI Assurances (*signature required*).

ARTICLE 1. ROLES AND RESPONSIBILITIES

1A. ROLE OF TOWN. The **Town** shall assign a full-time employee with appropriate qualifications and current Local Project Administration (“LPA”) certification from **MaineDOT** to manage the **Project** and carry out the **Town**’s responsibilities under this Agreement. This Local Project Administrator shall abide by the guidance in the latest edition of **MaineDOT**’s *Local Project Administration Manual & Reference Guide* (“LPA Manual.”) If the certified administrator leaves the employment of the **Town** or ceases to oversee the **Project**, the **Town** shall stop work and notify the **MaineDOT** Project Manager. **MaineDOT** will determine a course of action.

- Local Project Administrator for **Town**: Don Willard, Town Manager
Email: don.willard@raymondmaine.org
Phone: 207.655.6994

1B. ROLE OF MAINEDOT. **MaineDOT** will assign a Project Manager to carry out the State of Maine’s responsibilities under this Agreement. This person will have the authority to request design changes to meet applicable laws and design standards; accept and reject invoices; review construction activities to assure compliance with Agreement documents; and take all other action to assure proper performance of this Agreement.

- Project Manager for **MaineDOT**: Aurele Gorneau II
Email: Aurele.GorneauII@maine.gov
Phone: 207.624.3553

ARTICLE 2. FINANCIAL PROVISIONS

2A. UPSET LIMIT. The estimated cost of the preliminary engineering and right-of-way stages of the **Project** is **\$44,000** (“Upset Limit.”) Costs incurred on the **Project** that are eligible for federal participation shall not exceed this Upset Limit without **MaineDOT**’s written approval, through an executed modification to this Agreement.

2B. MAINEDOT SHARE. **MaineDOT**, using funding from the Federal Highway Administration (“**FHWA**,”) will share in all preliminary engineering and right-of-way costs eligible for federal participation at the rate of **80 percent**, up to a maximum contribution to the **Project** at this rate of **\$35,200**.

2C. LOCAL SHARE. The **Town** shall share in all preliminary engineering and right-of-way costs eligible for federal participation at the rate of **20 percent**, or an estimated contribution to the **Project** of **\$8,800**. Additionally, the **Town** shall be fully responsible for costs exceeding the Upset Limit of this Agreement, costs incurred before the date of notice to proceed, and costs deemed ineligible for federal participation.

2D. MAINEDOT COSTS. **MaineDOT** will charge to the **Project** all costs that it incurs for work on the **Project**. The **Town** shall share in these costs at the rate in Article 2C, “Local Share.” **MaineDOT** will reconcile these costs upon completion of the **Project** and deduct the **Town**’s share of them from the final invoice payment.

2E. INVOICING. **MaineDOT** will reimburse the **Town** for eligible costs incurred on the **Project** at the rate in Article 2B, “MaineDOT Share.” The **Town** shall submit invoices in the format provided in Communication 4 from the LPA Manual, as follows:

1. Invoices shall be submitted no more than monthly and no less than quarterly.
2. Each invoice shall include a progress report for the service period of the invoice.
3. Each invoice shall document the charges incurred and proof of payment made.
4. Each invoice shall show **MaineDOT**’s and the **Town**’s portions of **Project** costs, including a running total of costs incurred to date.
5. The **Town** shall certify that amounts are correct and not claimed previously.
6. Payment of the final invoice from the **Town** shall be contingent upon a final inspection of the completed **Project** to determine the acceptability of the work.

- 2F. FINAL COST. If the actual cost of the **Project** is less than the Upset Limit, the final amounts owed will be adjusted based on the percentages in articles 2B and 2C.
- 2G. REPAYMENT. If the **Town** withdraws from the **Project**, leading to cancellation of the **Project** and loss of federal participation, the **Town** shall refund all invoice payments from **MaineDOT** and reimburse **MaineDOT** in full for the cost of services performed for the **Project**. Additionally, **MaineDOT** will seek to recover from the **Town** all invoice payments for work deemed to have been ineligible for reimbursement under this Agreement.
- 2H. SET-OFF. **MaineDOT** shall have all of its common-law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for purposes of set-off any money due to the **Town** under this Agreement up to any amount due to the State with regard to this Agreement or any other agreement with **MaineDOT**; any other agreement with any state department or agency, including any agreement for a term commencing before the term of this Agreement; and any amount due to the State for any other reason including, but not limited to, tax delinquencies, fee delinquencies or monetary penalties relative thereto. **MaineDOT** will exercise its set-off rights in accordance with standard state practices including, in cases of set-off pursuant to an audit, finalization of the audit by **MaineDOT**, its representatives, or the State Controller.
- 2I. NON-APPROPRIATION. By law, all financial obligations assigned to **MaineDOT** in this Agreement are subject to budgetary appropriations. The **Town** acknowledges and agrees that if **MaineDOT** receives insufficient resources to support this **Project**, if funds programmed for this **Project** are de-appropriated, or if **MaineDOT** does not receive the legal authority to spend money otherwise programmed for this **Project**, **MaineDOT** shall be released from its obligation to make payment under this Agreement.

ARTICLE 3. PROJECT DEVELOPMENT

- 3A. AUTHORIZATION. The **Town** shall receive written notice to proceed from **MaineDOT** before starting reimbursable work or executing any service contract under this Agreement. This notice shall be contingent upon **MaineDOT** receiving authorization for the **Project** from the **FHWA** and executing this Agreement.
- 3B. KICKOFF. The **Parties** shall hold a project kickoff to go over the scope of work, schedule, estimated cost, and legal requirements before reimbursable work may begin.
- 3C. CORRESPONDENCE. The **Town** shall use Communication 1 through Communication 20 from the LPA Manual to correspond with **MaineDOT**.
- 3D. CONSULTANT WORK. If the **Town** intends to contract for consultant services under this Agreement, the **Town** shall use a qualifications-based selection method in compliance with the regulations found in 23 CFR Part 172, "Procurement, Management, and Administration of Engineering and Design Related Services," and the guidance found in Section 2 of the LPA Manual, "Consultant Selection." The **Town** agrees that:
1. Using price as a ranking factor in the selection of a consultant will render consultant work ineligible for reimbursement from **MaineDOT**.

2. The **Town** shall obtain the **MaineDOT** Project Manager's written approval before awarding any contract.
3. The **Town** shall include the provisions of the *Consultant General Conditions* in all contracts and insert Form FHWA-1273 into all contracts.
4. The **Town** shall obtain **MaineDOT's** written approval before modifying a contract. Work performed on a contract outside of the original scope of work without an approved and executed modification in place shall be ineligible for reimbursement.
5. The **Town** shall evaluate the performance of a consultant upon completion of its contract with the consultant. A copy of the evaluation shall be provided to **MaineDOT**.

3E. DESIGN. The **Town**, in coordination with its contracted consultant if applicable, shall be responsible for preparing all design plans, specifications, estimates and contract documents for the **Project**, in accordance with appropriate reference publications that may include, but are not limited to, MaineDOT's Engineering Instructions, Highway Design Guide, Standard Specifications and Standard Details. The design of the **Project** shall comply with the Americans with Disabilities Act (ADA) and all other applicable regulations. Furthermore:

1. The **Town** shall submit the following to **MaineDOT** for review and comment: a preliminary design report; design plan impacts; and final plans, specifications and estimate package (PS&E).
2. The **Town**, in coordination with its contracted consultant if applicable, shall assure that the contract book for the **Project** references MaineDOT's *Standard Specifications* and contains the following documents:
 - a. Davis-Bacon prevailing wage rates; and
 - b. Form FHWA-1273; and
 - c. Signed Title VI Assurances.
3. **MaineDOT** will enforce all laws, regulations, construction standards and specifications that apply to the **Project** and will require changes if they are not met.
4. **MaineDOT** will give the **Town** authorization to advertise for construction once the **Town** addresses all comments from **MaineDOT** and **MaineDOT** accepts the final PS&E package as complete. Advertising the **Project** without written authorization from **MaineDOT** shall render the entire **Project** *ineligible* for federal-aid funding.

3F. SURVEY. **MaineDOT** will perform all survey work if the **Project** is located on a state highway. Alternatively, the **Town** may hire a surveyor that has been pre-qualified by **MaineDOT**, using an appropriate selection method outlined in the LPA Manual.

3G. QUALITY CONTROL. The **Town** or its contracted consultant, if applicable, shall meet all engineering standards and regulatory requirements that apply to the **Project**. Receipt of construction authorization from **MaineDOT** shall not relieve the **Town** and its consultant, if applicable, of responsibility for meeting all such engineering standards and regulatory requirements.

- 3H. PUBLIC PARTICIPATION. The **Town** shall give the public and all abutters the opportunity to learn about and comment on the **Project**, using a public process appropriate for the scope of work and acceptable to MaineDOT's Project Manager. The **Town** shall provide **MaineDOT** with a public process certification, in the format provided in Communication 10 from the LPA Manual, as part of the **Project's** environmental package.
- 3I. ENVIRONMENTAL REVIEW. **MaineDOT** will prepare and submit to the FHWA all documentation required under the National Environmental Policy Act ("NEPA"). The **Town** shall provide **MaineDOT** with signed Communication 11 from the LPA Manual and the completed NEPA Documentation Checklist to assist with this work.
- 3J. PERMITS. The **Town** shall obtain all approvals, permits and licenses required to carry out the **Project**. The **Town** shall provide **MaineDOT** with copies of all such documents and an environmental certification in the format of Communication 12 from the LPA Manual, as part of the final PS&E package for the **Project**.
- 3K. UTILITIES. The **Town** shall coordinate the **Project** with all affected utilities and railroads. The **Town** shall provide **MaineDOT** with a utility certification in the format of Communication 13 from the LPA Manual, as part of the final PS&E package. MaineDOT's Utility Accommodation Rules (2014) shall apply to utility relocations.
- 3L. RIGHT OF WAY. The **Parties** will coordinate acquisition of right-of-way as follows:
1. **MaineDOT** will carry out the right-of-way process for sections of the **Project** located on a state highway, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act.")
 2. The **Town** shall carry out the right-of-way process for sections of the **Project** located off of the state highway system. In doing so, the **Town** shall:
 - a. Follow the Uniform Act and the regulations found in 49 CFR, Part 24; and
 - b. Use the federally approved MaineDOT "Right of Way Manual"; and
 - c. Provide a right-of-way map showing all rights obtained for the **Project**; and
 - d. Provide **MaineDOT** with a signed right-of-way certification in the format of Communication 14 from the LPA Manual, as part of the final PS&E package.
 3. The **Town** shall dedicate permanently to the **Project** for public use any municipal property needed for the **Project**.
- 3M. ADVERTISE. Upon receiving written authorization from **MaineDOT**, the **Town** shall use competitive bidding to hire a construction contractor, as follows:
1. The **Town** shall follow the procedures in MaineDOT's *Standard Specifications* (November 2014 Edition), Section 102, "Bidding."
 2. The **Town** shall submit bid tabulations to **MaineDOT** for review and shall obtain written approval from **MaineDOT** before awarding a contract.
- 3N. AWARD. Upon receiving written approval from **MaineDOT**, the **Town** shall award a contract to the lowest responsive and responsible bidder in accordance with MaineDOT's *Standard Specifications* (November 2014 Edition), Section 103, "Award and Contracting." The **Town** shall administer the contract for the duration of the **Project**.

30. CONSTRUCTION. During construction of the **Project**, the **Town** shall:

1. Provide a Project Resident who is either a qualified municipal employee with LPA certification or a consultant hired through a qualifications-based selection method; and
2. Hold a pre-construction meeting with notice of at least 5 working days with representatives of **MaineDOT**, the contractor, utilities and any other parties involved in or affected by the work; and
3. Coordinate materials testing necessary to meet the Minimum Testing Requirements that **MaineDOT** established for the **Project**; and
4. Submit contract modifications to **MaineDOT** for review and comment before they are executed, acknowledging that **MaineDOT** has the right not to reimburse the **Town** for work done under a modification executed without **MaineDOT's** prior review; and
5. If applicable, provide **MaineDOT** with revised as-built plans for the completed **Project**.

3P. MAINEDOT OVERSIGHT. **MaineDOT** may inspect construction activities, test materials and review documentation to assure compliance with the **Project** specifications and terms of the construction contract. **MaineDOT** may reject work or materials out of compliance and withhold reimbursement to the **Town** for such work or materials.

3Q. MAINTENANCE. The **Town** shall maintain the completed **Project** for its standard useful life or 20 years, whichever is longer. Maintenance shall consist of general upkeep and repairs necessary to preserve year-round public access to the facility and maintain a firm, stable and slip-resistant surface in all seasons.

ARTICLE 4. RECORDS & AUDIT

4A. **Project** records are printed or electronic plans, specifications, contracts, reports, notes, or other documents prepared by or for the **Town**. The **Town** shall retain all such records for at least **3 years** from the date either of **MaineDOT's** acceptance of the final invoice for the **Project** or the termination of this Agreement. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all **Project** records shall be kept at least until all issues arising from any such action are resolved.

4B. The **Town** and any contracted party working on its behalf shall allow authorized representatives of the Federal Government and the State of Maine to inspect and audit **Project** records. Copies of records shall be furnished at no cost to the federal or state agencies requesting them.

4C. Audits shall be performed in accordance with generally accepted government auditing standards and federal regulation 2 CFR, Section 200, Subpart F - "Audit Requirements."

ARTICLE 5. GENERAL PROVISIONS

5A. GOVERNING LAW. The **Parties** agree to comply with all applicable federal, state and local laws, regulations, executive orders and ordinances including, but not limited to, the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), "Transportation"; Title 23 in the Code of Federal Regulations (CFR), "Highways"; 49 CFR, "Transportation";

and 2 CFR, Section 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

- 5B. INDEMNIFICATION. To the extent allowed by law, the **Town** shall indemnify, defend and hold harmless **MaineDOT**, its officers, agents and employees from all claims, suits or liabilities arising from negligent or wrongful act, error or omission by the **Town**, its officers, employees, agents, consultants or contractors. Nothing in this article shall waive any defense, immunity or limitation of liability that may be available to either party under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law.
- 5C. CONFIDENTIALITY. The **Town** shall protect the confidentiality of right-of-way negotiations, property appraisals, and engineering estimates of the construction cost in accordance with the provisions of 23 M.R.S.A. Section 63, "Confidentiality of Records."
- 5D. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, the **Town** agrees as follows:
1. The **Town** shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The **Town** shall take affirmative action to assure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The **Town** agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 2. The **Town** shall state – in all solicitations or advertising for employees placed by or on behalf of the **Town** relating to this Agreement – that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 3. The **Town** shall cause the foregoing provisions to be inserted in any contract for any work covered by this Agreement so that such provisions shall be binding upon each contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 5E. INDEPENDENT CAPACITY. The **Town**, its employees, agents, representatives, consultants and contractors *shall not* act as officers, employees or agents of **MaineDOT**.
- 5F. FLOW DOWN. Contracts between the **Town** and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
- 5G. BINDING EFFECT. The **Parties** shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
- 5H. ENTIRE AGREEMENT. This document represents the entire Agreement between the **Parties**. Neither **MaineDOT** nor the **Town** shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

- 6A. No person or entity with a direct or indirect financial or personal interest in any contract or subcontract for the **Project** shall negotiate, make, accept or approve any such contract or subcontract.
- 6B. The **Town** shall refrain from hiring any engineer, lawyer, appraiser, inspector or other professional to provide services for the **Project** who has a direct or indirect financial or other personal interest in any contract or subcontract for the **Project**, other than the person's employment or retention by the **Town**. No officer or employee of any such engineer, lawyer, appraiser, inspector or other professional retained by the **Town** to work on the **Project** shall have a direct or indirect financial or other personal interest in any real property acquired for the **Project** unless such interest is openly disclosed to **MaineDOT** and such officer, employee or person has not participated in such acquisition for and on behalf of the **Town**.
- 6C. No person or entity entering into a contract for the **Project** may have a direct or indirect financial or other interest in the **Project** or its outcome – other than the performance of the contract. This prohibition includes, without limitation: a) any agreement with, or other interest involving, third parties having an interest in the outcome of the **Project** that is the subject to the contract; b) any agreement providing incentives or guarantees of future work on the **Project** or related matters; and c) any interest in real property acquired for the **Project** unless such interest is disclosed to **MaineDOT** before the person or entity entered into the contract.

ARTICLE 7. DEBARMENT

- 7A. By signing this Agreement, the **Town** certifies to the best of its knowledge and belief that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any federal department or agency. If the **Town** cannot certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the **Town** shall notify **MaineDOT** promptly if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 7B. If the **Town** contracts with any consultant, contractor or other party pursuant to this Agreement, the **Town** shall require that party and its principals to certify that they:
1. Have not within a 3-year period preceding the date of such contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with the following: a) obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; b) violating federal or state antitrust statutes; and c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 2. Are not currently indicted for or otherwise criminally or civilly charged by a federal, state, or local public agency with commission of any of the offenses enumerated in paragraph 1 of this section; and

3. Have not within a 3-year period preceding this Agreement had one or more federal, state, or local public transactions terminated for cause or default.

7C. The **Town** agrees that it shall not hire an outside entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

ARTICLE 8. TERMINATION

8A. **DEFAULT.** **MaineDOT** will send the **Town** a written Notice of Default, in accordance with Article 8B, if the **Town** commits any of the following actions:

1. Withdraws its support for the **Project**, resulting in cancellation of the **Project**;
2. Fails to advertise the **Project** within **3 years** of the execution date of this Agreement;
3. Takes any action that renders the **Project** ineligible for federal-aid funding;
4. Uses **Project** funds for a purpose not authorized by this Agreement;
5. Misrepresents or falsifies any claim for reimbursement;
6. Fails to meet the standards of performance outlined in this Agreement.

8B. **FOR CAUSE.** **MaineDOT** will have just cause to terminate this Agreement in the event of default by the **Town**, as defined in Article 8A. **MaineDOT** will give the **Town** a cure period of 14 calendar days, effective on the **Town's** receipt of Notice of Default. If the **Town** fails to address all defaults within this cure period or such longer period as **MaineDOT** may authorize, **MaineDOT** may terminate this Agreement for cause, with these conditions:

1. **MaineDOT** will recover from the **Town** all reimbursements made and costs incurred for work on the terminated **Project**; and
2. The **Town** shall forfeit all federal funds remaining in the terminated **Project**.

8C. **FOR CONVENIENCE.** The **Parties** may terminate this Agreement for convenience by mutual consent for any reason not defined as "default," as follows:

1. **MaineDOT** will reimburse the **Town** for federally eligible work performed under this Agreement until the effective date of termination for convenience. The **Town's** share of **MaineDOT's** costs for work on the **Project** shall be deducted from the final invoice amount owed to the **Town**.
2. **MaineDOT** will reprogram all federal funds remaining in the **Project**.

ARTICLE 9. EXPIRATION

This Agreement shall expire upon **MaineDOT's** payment of the final invoice from the **Town** or **June 30, 2021**, whichever occurs first, except as follows:

1. Article 3Q, "Maintenance," shall be enforced for at least twenty (20) years.
2. Article 4, "Records & Audit," shall remain in effect until all activity pursuant to this article is completed.

3. Article 5B, "Indemnification," shall remain in effect until it is specifically terminated by the **Parties** or negated by law.
4. Article 5C, "Confidentiality," shall remain in effect until it is negated by law.

ARTICLE 10. AGREEMENT APPROVAL

The undersigned municipal representative assures that the **Town's** legislative body has approved the **Town's** entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

IN **WITNESS WHEREOF**, the **Parties** have executed this Agreement effective on the date last signed below.

Town of Raymond

Maine Department of Transportation

By: _____
Don Willard, Town Manager

By: _____
William A. Pulver, P.E., Director,
Bureau of Project Development

Date: _____

Date: _____

I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9407 and §9502 – that the signature, if electronic: (a) is intended to have the same force as my LPA Manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my control.

Federal Funding Accountability and Transparency Act

The **Town of Raymond** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the **Project** exceeds \$25,000, an authorized representative from the **Town** shall sign this document under (B) below and return it with the **Project** Agreement. Additionally, the **Town** shall provide the following information, *if applicable*:

- A) The total compensation and names of the top five officers if:
- More than 80% of the **Town**'s annual gross revenues are from the U.S. Federal Government; and
 - Those revenues are greater than \$25 million annually; and
 - Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS[®] number on file with the Central Contractor Registration (CCR):

Town of Raymond, Maine
Sign and Print Legal CCR Name

097729735
DUNS[®] Number

Authorized Representative: _____
Don Willard, Town Manager

U.S. Department of Transportation (U.S. DOT)

Federal Highway Administration – Standard Title VI / Nondiscrimination Assurances

DOT Order No. 1050.2A

The **Town of Raymond** (the "Recipient") **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (U.S. DOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to assure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from the U.S. DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

The Town of Raymond, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively assure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- 3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or Agreement subject to the Acts and the Regulations.**
4. If applicable, the Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you shall comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You shall keep records, reports, and submit the material for review upon request to the FHWA, or their designees in a timely, complete, and accurate way. Additionally, you shall comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in it programs. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

DATED _____

By _____
Don Willard, Town Manager
Town of Raymond

Encl.: Appendices A and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration**, may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration**, may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. §324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which assures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To assure compliance with Title VI, you shall take reasonable steps to assure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

Opinion of Probable Costs



Item #	Item Description	Unit	Quantity	Unit Cost \$	Totals \$	Division Total
Date: 6/8/2016						
Project No.: 13234 - 2,400 l.f. of Sidewalk						
Prepared by: oam						
Division 200						
202.2	Remove Bituminous concrete pavement	SY	1000	\$5	\$5,000	
203.2	Common Excavation	CY	1200	\$15	\$18,000	
203.21	Rock Excavation	CY	100	\$75	\$7,500	
203.25	Granular Borrow	CY	250	\$30	\$7,500	
203.25	Crushed Stone (703.11 Type A) Overdepth	CY	50	\$30	\$1,500	
203.24	Common Borrow	CY	400	\$20	\$8,000	
206.061	Structural Earth Excavation -Drainage minor structure below grade	CY	50	\$40	\$2,000	
206.07	Structural Rock Excavation -Drainage minor structure below grade	CY	50	\$75	\$3,750	
						\$53,250
Division 300						
304.1	Aggregate Subbase Gravel Type D	CY	250	\$20	\$5,000	\$5,000
Division 400						
403.207	Hot Mix Asphalt 19 mm	TON	210	\$90	\$18,900	
403.209	Hot Mix Asphalt 9.5 mm	TON	150	\$95	\$14,250	
403.209	Hot Mix Asphalt 12.5 mm	TON	115	\$95	\$10,925	
						\$44,075
Division 600						
603.15	12 inch Culvert Option 1	LF	0	\$45	\$0	
603.16	15 inch Culvert Option 1	LF	1200	\$60	\$72,000	
604.2441	Catch Basin Type F4 with Beehive Grate	EACH	0	\$2,500	\$0	
604.2442	Catch Basin Type F4 with Inlet Frame	EACH	6	\$2,500	\$15,000	
604.2471	Catch Basin Type F5 with Beehive Grate	EACH	2	\$2,500	\$5,000	
604.2472	Catch Basin Type F5 with Inlet Frame	EACH	0	\$2,500	\$0	
604.249	Catch Basin Type F6 with Inlet Frame	EACH	0	\$2,500	\$0	
604.15	Manhole	EACH	3	\$2,500	\$7,500	
606.364	Guard Rail, remove, modify, and reset, Type 3b	LF	0	\$30	\$0	
607.163	Fence	LF	0	\$25	\$0	
608.26	Curb Ramp Detectable Warning Surface	SF	100	\$30	\$3,000	
608.45	Construct Sidewalks -Complete in place	SY	1400	\$50	\$70,000	
609.11	Precast Concrete Curb	LF	2200	\$10	\$22,000	
610.081	Plain Rip Rap - 6"	CY	0	\$75	\$0	
610.082	Plain Rip Rap - 8"	CY	0	\$75	\$0	
613.319	Erosion Control Blanket	SY	100	\$4	\$400	
615.0701	Loam, Plan Quantity	CY	150	\$25	\$3,750	

Opinion of Probable Costs

618.1301	Seeding Method Number 1 Plan Quantity	UNIT	15	\$200	\$3,000	
619.1201	Mulch, Plan Quantity	UNIT	15	\$100	\$1,500	
627.18	White Pavement Marking Line (cross walks)	LS	1	\$500	\$500	
635.14	Prefabricated Wall	SF	0	\$50	\$0	
645.106	Demount and Reinstall Reg, Warn, Conf, & Route Sign including Support Posts	LS	1	\$1,000	\$1,000	
652.38	Flaggers	HR	500	\$25	\$12,500	
						\$217,150
	Subtotal Construction				\$319,475	
	Mobilization (3% of total)				\$9,584	
	Engineering Design & ROW				\$30,000	
	Construction Inspections				\$15,000	
	Materials Testing				\$10,000	
	Total Construction Cost				\$384,059	

Tax Abatement Requests

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:	5/09/2017	Request Date:	4/26/2017
Requested By:	Curt Lebel, Assessors Agent		
Address:			
eMail:			
Phone #:			

Category of Business (please check one):

Information Only Public Hearing Report Action Item

Other - Describe

Agenda Item Subject: **Consideration of tax abatement requests**

Agenda Item Summary: **Board will be asked to consider tax abatement requests received. A memo outlined recommended actions shall be included in the agenda packet**

Action Requested/
Recommendation: **Approve or deny abatements requested**

Attachments to
Support Request: **Memo and appropriate documents to be provided**

TOWN OF RAYMOND Assessing Office

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

INTEROFFICE MEMORANDUM

TO: RAYMOND BOARD OF ASSESSORS
FROM: CURT LEBEL, ASSESSORS AGENT
SUBJECT: TAX ABATEMENTS
DATE: 5/4/2017
CC:

Dear Board Members,

Attached please find three abatement requests which have been reviewed by my office and are recommended for consideration at your May 9, 2017 meeting.

The first abatement pertains home located at 83 Quarry Cove Road (Map 067 Lot 29). The property consists of approximately 1.25 acres of land situated on Sebago Lake. The property sits on a peninsula and has approximately 400' of water frontage. The home is a single family home of good quality with an in-law apartment on the first floor. The Applicant filed appeal seeking a reduction in value of \$328,500 from the Towns assessment of \$1,505,500. The Applicant bases the request on the result of an appraisal conducted for possible estate purposes, as the date of the appraisal is the date of death of one of the property owners. The opinion of value stated in the appraisal is \$1,177,000.

The property was inspected and significant data errors were found on the Towns' building appraisal. Most notably was the assessment of a full finished basement, which was found to be erroneous and accounts for \$124,000 of the Town's assessment. It appears that elements of the interior of the home were estimated at the time of the revaluation and have never been corrected. Some measurement errors were noted and the home appears to be slightly over-graded for its construction quality. It is my opinion that the Towns' assessment of the land is reasonable, given the unique characteristics of the waterfrontage. Upon review of the appraisal provided, it was found to be of questionable value in the establishment of tax valuation. 2 of the 3 comparable sales are in Raymond and were reviewed. Comp # 1, 94 Deep Cove, was a tear down sale. The purchase price of \$1,000,000 for the land and home amounted to essentially a land sale, as the home was demolished in 2015 and a new home is being rebuilt. Given the appraisal was conducted in 2017, it seems the appraisal should have noted this. Comp # 2 has a superior home but inferior water frontage. No adjustment of the land characteristics was made in the appraisal. In addition no cost approach was developed for the appraisal. The stated reason was because of the difficulty in estimating accrued depreciation due to the age of the home. Given that the home is only 16 years old, it seems a depreciation schedule could easily have been developed.

The correction of the building data errors does decrease the property value by \$184,400 and resets the value of the property for tax purposes at \$1,321,100.

The second abatement pertains to a vacant parcel located on Musson Road. Is approximately 1.24 ac of waterfront land on Sebago Lake. The property has some site improvements including well and septic, but it is unknown if they are usable as they have been idle for some time. The property was purchased by the applicant in October 2016 for \$299,000. The Town's assessment on the parcel is \$564,500. The property was on the market for 2-3 years and was reduced in price over that time. The applicant provided a bank appraisal which offers a value of \$340,000. The appraisal is difficult to utilize because 2 of the 3 comparable properties are not in Raymond and the one that is, does not have waterfrontage. The property adjacent to this subject has a home on it and sold in 2015 for \$450,000. The Towns assessment on this property is \$511,300 which indicates that the land valuation is likely high in this area. Inspection of the subject and neighboring properties reveal that these properties have a steep slope to the water and rocky shoreline. This topography should be addressed in the assessments of these parcels in light of these recent sales and another sale of similar topography on Anderson Road in 2016. It does appear that this parcels sale price of 299,000 is an anomalous price as this value to not reconcile well with the other parcel sales in the area. I recommend an adjustment to the parcel of \$159,1000 to reset the value at \$405,400 for 2016. This is higher than the purchase price of this particular lot but better provides equity with the other similar parcels, which will also need to be adjusted for the upcoming 2017 assessment.

The third abatement is a veterans exemption which was filed with the Town in March of 2016 but was omitted in error. I have not included the application for exemption in this packet due to confidential information contained in the application. I do have the application on file at the office.

Sincerely,

Curt Lebel

Assessors Agent, Town of Raymond

Certificate of Abatement

36 M.R.S.A § 841

We, the Board of Assessors of the municipality of Raymond, hereby certify to Suzanne Carr, tax collector, that the accounts herein, contain a list of valuations of the estates, real and personal, that have been granted an abatement of property taxes by us for the April 1, 2016 assessment on May 9, 2017. You are hereby discharged from any further obligation to collect the amount abated.

Voted by the Raymond Board of Assessors on: May 9, 2017

Attest: _____ Don Willard, Town Manager

Tax Year	#	M/L	ACCT#	OWNER OF RECORD	OLD ASSESSMENT	NEW ASSESSMENT	VALUATION ABATED	TAX AMOUNT	TAX RATE	MISCELLANEOUS INFORMATION
2016- 2		067-029	S2140R	Pine Point Realty Trust Diane Knight Trustee et al 360 Main St Amesbury, MA 01913	\$ 1,505,500.00	\$ 1,321,100.00	\$ 184,400.00	\$ 2,231.24	0.0121	Property Data Errors on Building assessment resulted in overvaluation. Property assessed for full finished basement in error. Property slightly overgraded for quality of construction. Minor errors in measurement of square footage.
2015- 3		063-008	D0130R	Bruce Male C/O Mark Ravin, applicant 137 Laurel St Melrose, MA 02176	\$ 564,500.00	\$ 405,400.00	\$ 159,100.00	\$ 1,901.25	0.0121	Land overvalued in light of topographical features of property. Slope and Rocky to shore. Will have obstructed water view when developed
2015- 4		052-006	E0280R	Linda Eldridge 52 Crockett Rd Raymond, ME 04071			\$ 6,000.00	\$ 70.80	0.0121	Veterens Exemption omitted in error
TOTALS							\$349,500.00	\$4,203.29		

Property Location: 83 QUARRY COVE RD

MAP ID: 067/ 029/ 000/ 000/

Bldg Name:

State Use: 1013

Vision ID: 3395

Account #S2140R

Bldg #: 1 of 1

Sec #: 1 of 1 Card 1 of 1

Print Date: 05/04/2017 10:00

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				
						Description	Code	Appraised Value	Assessed Value	
PINE POINT REALTY TRUST DIANE KNIGHT ET AL TRUSTEES 1 OFF KING WAY GROVELAND, MA 01834 Additional Owners:		2	Above Street	5	Well					
		4	Rolling	6	Septic					
SUPPLEMENTAL DATA										
Other ID: 067029000000		SEND VALUI		TAP						
TIF CODE		Field 8		Field 9						
USE PROGRAM		Field 10		ASSOC PID#						
TG ENROLL YF										
TG PLAN YR										
LD1 TYPE										
GIS ID: 067029000000										
						Total		1,505,500	1,505,500	

3218
Raymond, ME

VISION

RECORD OF OWNERSHIP								PREVIOUS ASSESSMENTS (HISTORY)								
		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
PINE POINT REALTY TRUST		12634/ 234						2016	1013	636,500	2015	1013	636,500	2014	1013	636,500
								2016	1013	869,000	2015	1013	869,000	2014	1013	869,000
						Total:		1,505,500	Total:		1,505,500	Total:		1,505,500	Total:	1,505,500

EXEMPTIONS				OTHER ASSESSMENTS				APPRAISED VALUE SUMMARY				
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.				
								Appraised Bldg. Value (Card) 633,800				
								Appraised XF (B) Value (Bldg) 2,700				
								Appraised OB (L) Value (Bldg) 0				
								Appraised Land Value (Bldg) 869,000				
								Special Land Value 0				
								Total Appraised Parcel Value 1,505,500				
								Valuation Method: C				
								Exemptions 0				
								Adjustment: 0				
								Net Total Appraised Parcel Value 1,505,500				

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

NOTES	
GRAY SPECTACULAR SITE	
ORIGINAL CARD ASSESSMENT	

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
									06/22/2004			DB	01	Measur+1Visit

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	Special Pricing			S Adj Fact	Adj. Unit Price	Land Value	
																Spec Use	Spec Calc					
1	1013	Single Fam Waterfront	LRR2				54,450	SF	0.71	2.5000	9	1.0000	1.45	SL2	6.20	WF/ROW/EXCESS				1.00	15.96	869,000

Total Card Land Units:							1.25	AC	Parcel Total Land Area:							1.25	AC	Total Land Value:				869,000
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Property Location: 83 QUARRY COVE RD

MAP ID: 067/ 029/ 000/ 000/

Bldg Name:

State Use: 1013

Vision ID: 3395

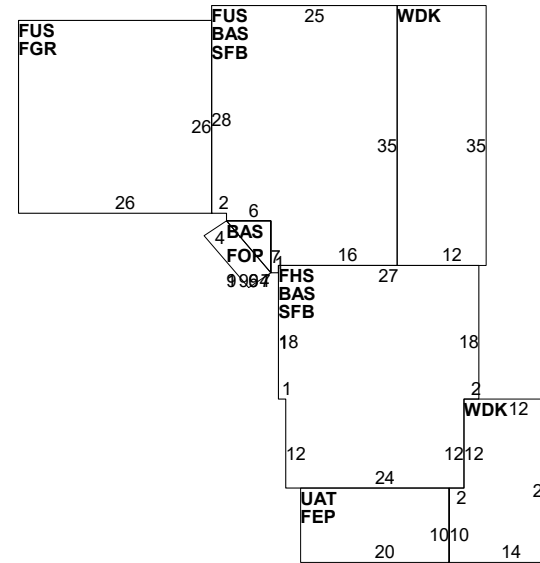
Account #S2140R

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

Print Date: 05/04/2017 10:00

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	07		Modern/Contemp				
Model	01		Residential				
Grade	08		Good +30				
Stories	2						
Occupancy	1						
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	03		Asph/F Gls/Cmp				
Interior Wall 1	05		Drywall/Sheet				
Interior Wall 2							
Interior Flr 1	14		Carpet				
Interior Flr 2	11		Ceram Clay Til				
Heat Fuel	02		Oil				
Heat Type	05		Hot Water				
AC Type	01		None				
Total Bedrooms	04		4 Bedrooms				
Total Bthrms	2						
Total Half Baths	1						
Total Xtra Fixtrs							
Total Rooms	10						
Bath Style	03		Modern				
Kitchen Style	03		Good				
MIXED USE							
			Code	Description	Percentage		
			1013	Single Fam Waterfront	100		
COST/MARKET VALUATION							
			Adj. Base Rate:	129.95			
			Net Other Adj:	646,751			
			Replace Cost	20,400.00			
			AYB	667,151			
			EYB	2000			
			Dep Code	A			
			Remodel Rating				
			Year Remodeled				
			Dep %	5			
			Functional Obslnc				
			External Obslnc				
			Cost Trend Factor	1			
			Condition				
			% Complete				
			Overall % Cond	95			
			Apprais Val	633,800			
			Dep % Ovr	0			
			Dep Ovr Comment				
			Misc Imp Ovr	0			
			Misc Imp Ovr Comment				
			Cost to Cure Ovr	0			
			Cost to Cure Ovr Comment				

ORIGINAL CARD ASSESSMENT



OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)													
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value
FPL3	2 STORY CHIN			B	1	2,800.00	2000			1	E	95	2,700

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,621	1,621	1,621	129.95	210,646
FEP	Porch, Enclosed, Finished	0	200	140	90.96	18,193
FGR	Garage	0	676	270	51.90	35,086
FHS	Half Story, Finished	387	774	387	64.97	50,290
FOP	Porch, Open, Finished	0	33	7	27.56	910
FUS	Upper Story, Finished	1,502	1,502	1,502	129.95	195,182
SFB	Basement, finished, raised	0	1,600	960	77.97	124,750
UAT	Attic, Unfinished	0	200	20	12.99	2,599
WDK	Deck, Wood	0	704	70	12.92	9,096
Ttl. Gross Liv/Lease Area:		3,510	7,310	4,977		667,151



Property Location: 83 QUARRY COVE RD
 Vision ID: 3395

Account #S2140R

MAP ID: 067/ 029/ 000/ 000/

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

State Use: 1013

Print Date: 05/04/2017 10:12

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT																		
PINE POINT REALTY TRUST DIANE KNIGHT ET AL TRUSTEES 1 OFF KING WAY GROVELAND, MA 01834 Additional Owners:		2 Above Street	5 Well	3 Unpaved	7 Waterfront	Description	Code	Appraised Value	Assessed Value															
		4 Rolling	6 Septic			RESIDENTL	1013	452,100	452,100															
						RES LAND	1013	869,000	869,000															
		SUPPLEMENTAL DATA						Total		1,321,100		1,321,100												
Other ID: 067029000000		TIF CODE		SEND VALUI		<div style="float: right; text-align: center; font-size: 2em; font-weight: bold;">VISION</div>																		
USE PROGRAM		TG ENROLL YF		Field 8																				
TG PLAN YR		LD1 TYPE		Field 9																				
GIS ID: 067029000000				ASSOC PID#		Field 10																		
RECORD OF OWNERSHIP				BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)														
PINE POINT REALTY TRUST				12634/ 234						Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value						
										2016	1013	636,500	2015	1013	636,500	2014	1013	636,500						
										2016	1013	869,000	2015	1013	869,000	2014	1013	869,000						
										Total:		1,505,500		Total:		1,505,500		Total:		1,505,500				
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor																
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.																
<i>Total:</i>																								
ASSESSING NEIGHBORHOOD										APPRAISED VALUE SUMMARY														
NBHD/ SUB	NBHD Name		Street Index Name	Tracing	Batch					Appraised Bldg. Value (Card)			449,400											
0001/A										Appraised XF (B) Value (Bldg)			2,700											
										Appraised OB (L) Value (Bldg)			0											
										Appraised Land Value (Bldg)			869,000											
										Special Land Value			0											
										Total Appraised Parcel Value			1,321,100											
										Valuation Method:			C											
										Exemptions			0											
										Adjustment:			0											
										Net Total Appraised Parcel Value			1,321,100											
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									
										05/04/2017			CL	52	Assessor Review									
										06/22/2004			DB	01	Measur+1Visit									
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	Special Pricing		S Adj Fact	Adj. Unit Price	Land Value				
1	1013	Single Fam Waterfront	LRR2				54,450	SF	0.71	2.5000	9	1.0000	1.45	SL2	6.20	WF/ROW/EXCESS	Spec Use	Spec Calc	1.00	15.96	869,000			
Total Card Land Units:							1.25		AC		Parcel Total Land Area:							1.25		AC		Total Land Value:		869,000

Property Location: 83 QUARRY COVE RD

MAP ID: 067/ 029/ 000/ 000/

Bldg Name:

State Use: 1013

Vision ID: 3395

Account #S2140R

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

Print Date: 05/04/2017 10:12

CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)				
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description
Style	07		Modern/Contemp				
Model	01		Residential				
Grade	07		Good +15				
Stories	2						
Occupancy	1						
Exterior Wall 1	11		Clapboard				
Exterior Wall 2							
Roof Structure	03		Gable/Hip				
Roof Cover	01		Metal/Tin				
Interior Wall 1	05		Drywall/Sheet				
Interior Wall 2							
Interior Flr 1	14		Carpet				
Interior Flr 2	11		Ceram Clay Til				
Heat Fuel	02		Oil				
Heat Type	05		Hot Water				
AC Type	01		None				
Total Bedrooms	04		4 Bedrooms				
Total Bthrms	2						
Total Half Baths	1						
Total Xtra Fixtrs							
Total Rooms	10						
Bath Style	03		Modern				
Kitchen Style	03		Good				
			Adj. Base Rate:				117.90
			Net Other Adj:				455,094
			Replace Cost				18,000.00
			AYB				473,094
			EYB				2000
			Dep Code				A
			Remodel Rating				
			Year Remodeled				
			Dep %				5
			Functional ObsInc				
			External ObsInc				
			Cost Trend Factor				1
			Condition				
			% Complete				
			Overall % Cond				95
			Apprais Val				449,400
			Imp % Ovr				0
			Imp Ovr Comment				
			sc Imp Ovr				0
			sc Imp Ovr Comment				
			Cost to Cure Ovr				0
			Cost to Cure Ovr Comment				

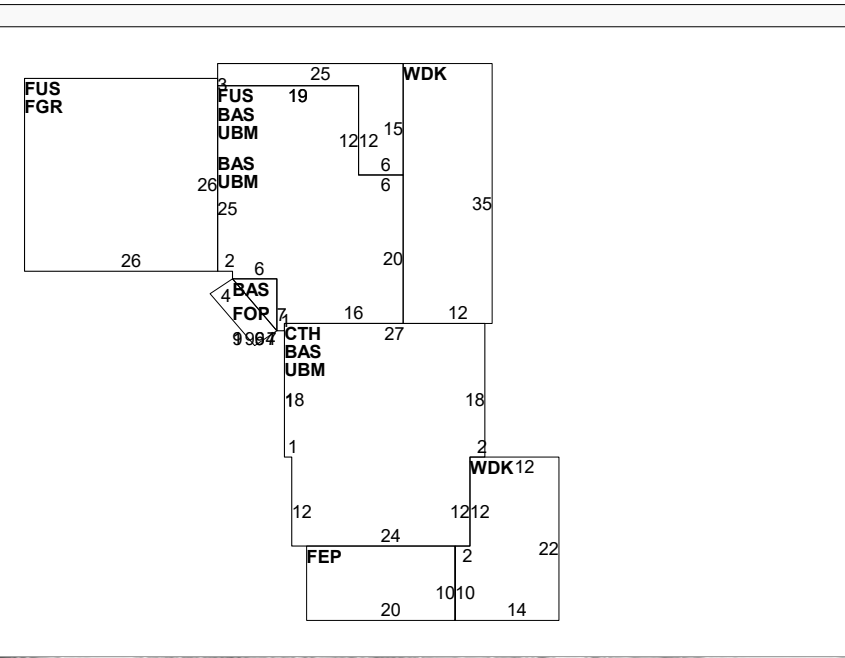
AMENDED CARD ASSESSMENT

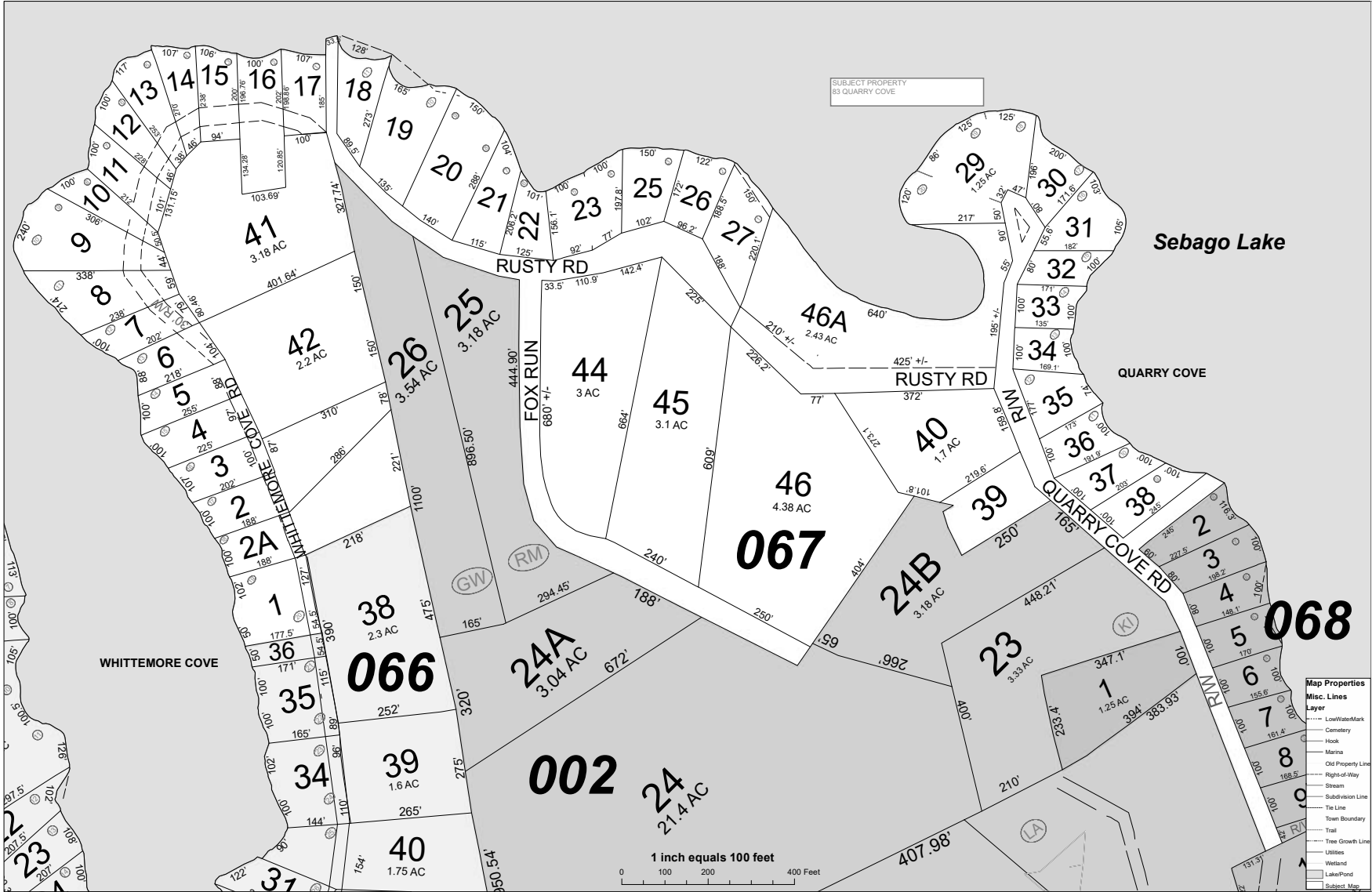
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)

Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp	Rt	Cnd	%Cnd	Apr Value
FPL3	2 STORY CHIN			B	1	2,800.00	2000		1		E	95	2,700

BUILDING SUB-AREA SUMMARY SECTION

Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,621	1,621	1,621	117.90	191,116
CTH	Cathedral Ceiling	0	774	77	11.73	9,078
FEP	Porch, Enclosed, Finished	0	200	140	82.53	16,506
FGR	Garage	0	676	270	47.09	31,833
FOP	Porch, Open, Finished	0	33	7	25.01	825
FUS	Upper Story, Finished	1,355	1,355	1,355	117.90	159,755
UBM	Basement, Unfinished	0	1,600	320	23.58	37,728
WDK	Deck, Wood	0	704	70	11.72	8,253
Ttl. Gross Liv/Lease Area:		2,976	6,963	3,860		473,094





THIS MAP IS PREPARED FOR THE INTERVIEW OF THE TOWN OF RAYMOND AND IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE TOWN OF RAYMOND ASSUMES NO LIABILITY FOR THE INFORMATION CONTAINED HEREIN.

REGULATION SERVICES SHOULD BE CONSULTED FOR THE LATEST INFORMATION ON THE TOWN OF RAYMOND'S ZONING REGULATIONS AND THE TOWN OF RAYMOND'S OFFICIAL RECORDS AND DATA. INFORMATION ON LAND REGISTRATION.

TOWN OF RAYMOND
Cumberland County, Maine
2016 Property Map



Source: Raymond Database
Map of 2016
Prepared by:
Geographic Services, Inc.
Effective Date: April 1, 2016



Map 67

Map Properties	
Misc. Lines	Low Watermark
Layer	Cemetery
	Hook
	Marina
	Old Property Line
	Rights-of-Way
	Stream
	Subdivision Line
	Tax Line
	Town Boundary
	Trail
	Tree Growth Line
	Utilities
	Wetland
	Lake/Pond
	Subject Maps



APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(Title 36 M.R.S.A., Section 841)

This application must be signed and filed with the municipal assessor(s). A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued. Attach supporting documents as needed.

1. Name of Applicants: ① Diane Stark Knight ② Rhonda Stark Smith
③ Gregory Stark Jr.
2. Mailing Address and Phone Number: 360 Main St
Amesbury, Mass 01913 978-609-4772
3. Tax year for which abatement is requested: 2017 & Beyond
4. Map/Lot #: Map 67/Lot 29 83 Quarry Cove Road
5. Assessed valuation: \$ 1,505,500.00
6. Taxpayer's opinion of value: \$ 1,177,000.00
7. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes): Professional appraisal of Nov 2016 by Louis Solari (attached) states Value is \$ 1,177,000.00

To the assessing authority of the Town of Raymond,

In accordance with the provisions of Title 36 M.R.S.A., Section 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

March 4, 2017
Date

Diane Stark Knight
Signature of Applicant

Revised 02/10



March 23, 2017

Pine Point Realty Trust
C/O Diane Knight, Trustee
360 Main St
Amesbury, MA 01913
RE: Map/Lot : 067-029 application for abatement

Dear Ms. Knight

Your application for abatement has been received by our office. Our office is making all attempts to process your request for decision by the Board of Assessors in a timely manner. Unfortunately, due to the part time staff support and the Board of Assessors limited meeting schedule it appears that a decision on your application by the Board would be unlikely within 60 days of application.

Under Maine Law (Title 36 Section 842), If the assessors fail to give written notice of their decision with 60 days of the date of filing of the application, the application is deemed to have been denied and the applicant may appeal as provided in sections 843 and 844 of Title 36, unless the applicant has in writing consented to further delay.

The Assessors intend to make decision on your application as soon as possible. To ensure that your application is given due consideration and investigation, the Board of Assessors requests an extension until May 31, 2017 in order to process your appeal. If you do not wish to grant this extension, you may continue with your appeal to the Local Board of Assessment Review if you so choose after the 60 day time period from your application date have passed.

Granting an extension will not adversely affect your right to appeal going forward. Please complete the appropriate box and return it to our office. I will be contacting you in the coming weeks to arrange for an inspection of your property.

Curt E. Lebel
Assessors Agent, Town of Raymond

I hereby consent to an extension of the appeal deadline so that my appeal may be considered by the Assessors.

I do not consent to an extension.

Signature of Taxpayer

978-609-4772

Telephone: (207)655-4742

Fax: (207)655-3024

www.raymondmaine.org

INVOICE

FROM	FILE NUMBER
Louis Solari 23 Bridgton Road Westbrook, ME 04092	1516-166-UAAA
TO	
Client: Ms. Rhonda Stark Smith, Etal 4 River Road Merrimac, MA 01860	

Invoice Date	Appraisal Date	Loan Number	Case Number	Tax ID Number	Contact Phone
2/1/2017	D/O/Death 11/4/2016			01-0455420	(207) 878-4600

PROPERTY INFORMATION	Purchaser/Borrower	Client: Ms. Rhonda Stark Smith				
	Property Address	83 Quarry Road			Unit No.	N/A
	City	Raymond	Subdivision	Raymond Cape		
	County	Cumberland	State	ME	Zip Code	04071
	Legal Description	Refer to Cumberland County Registry of Deeds Book 12634 Pg 234				

INVOICE INFORMATION	Appraisal Fee Amount	\$ 600.00
	Mail or Handling Fee	\$
	Additional Charge No. 1	\$
	Additional Charge No. 2	\$
	Additional Charge No. 3	\$
	Sales Tax (%)	\$
	Total Amount of Invoice	\$ 600.00

Comments: PLEASE MAKE CHECK PAYABLE TO LOUIS SOLARI----THANK YOU VERY MUCH

Invoice Date	Appraisal Date	Loan Number	Case Number	File Number	Client's Phone
2/1/2017	D/O/Death 11/4/2016			1516-166-UAAA	

FROM	AMOUNT DUE
Client: Ms. Rhonda Stark Smith, Etal 4 River Road Merrimac, MA 01860	\$ 600.00
TO	AMOUNT ENCLOSED
Louis Solari 23 Bridgton Road Westbrook, ME 04092	\$

TERMS - Balance due upon receipt of invoice. Please return this portion with your payment. Thank you!

Form produced by United Systems Software Company (800) 969-8727 www.unitedsystems.com



Property Address:

83 Quarry Road
Raymond, ME 04071

Prepared For:

Client: Ms. Rhonda Stark Smith, Etal
4 River Road
Merrimac, MA 01860

Prepared As Of:

D/O/Death 11/4/2016

Prepared By:

Louis Solari
23 Bridgton Road
Westbrook, ME 04092

Phone: (207) 878-4600 Fax: (207) 878-4601

Cover Letter

1/19/2017

Ms. Rhonda Stark Smith
4 River Road
Merrimac, MA 02332

Re: 83 Quarry Cove Road, Raymond, ME

Dear Ms. Smith,

In accordance with your request, I have personally inspected and appraised the real property located at the above captioned address.

The purpose of the appraisal was to estimate the current market value of the property, as improved, in fee simple, and unencumbered by liens as of the date of death of Gregory W. Stark, Sr. 11/4/2016.

In my opinion, The estimated market value of the property in its **"as is condition"** as of the date of death (**11/4/2016**) is **\$1,177,000**. The attached report contains the description, analysis and supportive data for the conclusions and final estimate of value.

It has been a pleasure to assist you and if I may be of further service to you in the future, please let me know.

Sincerely,

Louis F. Solari
Real Estate Appraiser
Maine License/Certification #CG196
Expiration Date 12/31/2017
Filename 1516-166-U

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT File No. 1516-166-U

Property Address 83 Quarry Road City Raymond State ME Zip Code 04071
 Legal Description Refer to Cumberland County Registry of Deeds Book 12634 Pg 234 County Cumberland
 Assessor's Parcel No. Map 67 Lot 29 Tax Year 2016 R.E. Taxes \$ 18,216.55 Special Assessments \$ N/A
 Borrower Client: Ms. Rhonda Stark Smith Current Owner Pine Point Realty Trust, Etal Occupant Owner Tenant Vacant
 Property rights appraised Fee Simple Leasehold Project Type PUD Condominium (HUD/VA only) HOA \$ /Mo.
 Neighborhood or Project Name Raymond Cape Map Reference Map 67 Lot 29 Census Tract 9668.00
 Sales Price \$ N/A Date of Sale N/A Description and \$ amount of loan charges/concessions to be paid by seller N/A
 Lender/Client Ms. Rhonda Stark Smith, Etal Address 4 River Road Merrimac, MA 01860
 Appraiser Louis Solari Address 23 Bridgton Road Westbrook, ME 04092

Location Urban Suburban Rural **Predominant occupancy**
 Built up Over 75% 25-75% Under 25% **Single family housing**
 Growth rate Rapid Stable Slow PRICE \$ (000) AGE (yrs)
 Property values Increasing Stable Declining Owner 95 150 Low 0 One family 40 Not likely Likely
 Demand/supply Shortage In balance Over supply Tenant 1,620 High 50 2-4 family In process
 Marketing time Under 3 mos. 3-6 mos. Over 6 mos. Vacant (0-5%) Predominant Commercial To: _____
 Vacant (Over 5%) 500/1000 20/50 (Vacant) 60

Note: Race and the racial composition of the neighborhood are not appraisal factors.
 Neighborhood boundaries and characteristics: Boundaries include Rts. 85, 121, 302, 35 and various secondary roads. Predominately residential areas with some commercial influence along the busier highways. Nothing adverse.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):
 The subject property is located off Route 302 and is on Sebago Lake. The area has a mix of both year round and seasonal homes of varying styles, conditions and values. Typical suburban setting with fairly easy access to shopping, schools, churches, employment and major routes of travel. Portland, Maine's largest city is approximately 45 minutes to the south via Rt. 302.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):
 The real estate market in Raymond and the surrounding area appears relatively stable with prices stabilized after more recent declines and there is appreciation in some markets. Listing times vary widely and waterfront sales usually market very well due to a continuing desire from investors. Interest rates are in the 4% to 6% range and mortgage financing is readily available from many sources both in state as well as out of state.

Project Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? Yes No
 Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project _____
 Describe common elements and recreational facilities: N/A

Dimensions 456' Lake Frontage X Irregular - Peninsula Lot
 Site area 1.3 Acres, More Or Less Corner Lot Yes No Topography Sloping To The Lake, Peninsula Lot
 Specific zoning classification and description Shoreland & Rural Residential Per Code Office Size 1.3 Acres +/-
 Zoning compliance Legal Legal nonconforming (Grandfathered use) Illegal No zoning Shape Irregular
 Highest & best use as improved Present use Other use (explain) Drainage Appears Adequate
 Utilities Public Other **Off-site Improvements** Type Public Private View Lake, Neighborhood
 Electricity Individual Bottled Street Gravel Landscaping Typical
 Gas Individual Well Curb/Gutter None Driveway Surface Gravel
 Water Individual Septic Sidewalk None Apparent Easements Yes - See Deed Description
 Sanitary Sewer None Street Lights None FEMA Special Flood Hazard Area Yes No
 Storm Sewer Alley None FEMA Zone C Map Date 5/5/81
 FEMA Map No. 230205 0015 B

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No observed seepage or other visible problems. The lot is fairly level and modestly landscaped with mature trees affording a very beautiful location. The lot slopes to the lake and there is a dock. Private setting with gravel private road for access. Informal road association with split expenses.

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1 + Inlaw Apt	Foundation	Poured Concrete	Slab	N/A	Area Sq. Ft.	1600	Roof	<input checked="" type="checkbox"/>
No. of Stories	1.50	Exterior Walls	Wood Clapboard	Crawl Space	N/A	% Finished	0	Ceiling	<input checked="" type="checkbox"/>
Type (Det./Att.)	Detached	Roof Surface	Metal	Basement	Full	Ceiling	Typical	Walls	<input checked="" type="checkbox"/>
Design (Style)	Contemporary	Gutters & Dwnspnts.	Adequate O'Hang	Sump Pump	N/A	Walls	Concrete	Floor	<input checked="" type="checkbox"/>
Existing/Proposed	Existing	Window Type	Double Hung	Dampness	None Evident	Floor	Concrete	None	<input type="checkbox"/>
Age (Yrs.)	16 Per Town	Storm/Screens	Thermopane/Alu	Settlement	None Evident	Outside Entry	Yes	Unknown	<input type="checkbox"/>
Effective Age (Yrs.)	5	Manufactured House	No	Infiltration	None Evident				

ROOMS Foyer Living Dining Kitchen Den Family Rm. Rec. Rm. Bedrooms # Baths Laundry Other Area Sq. Ft.
 Basement 1,600
 Level 1 1 1 1 1 Inlaw Apt 1.5 1,621
 Level 2 3 1.0 Loft Brm 1,889

Finished area above grade contains: 7 Rooms; 3 Bedroom(s); 2.5 Bath(s); 3,510 Square Feet of Gross Living Area

INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors	Cer/HdWd/Sft Wd/Gd	Type FHW/Bbd	Refrigerator <input checked="" type="checkbox"/>	None <input checked="" type="checkbox"/>	Fireplace(s) # 1 <input checked="" type="checkbox"/>	None <input type="checkbox"/>
Walls	Wood/Gd	Fuel Oil	Range/Oven <input checked="" type="checkbox"/>	Stairs <input checked="" type="checkbox"/>	Patio <input checked="" type="checkbox"/>	Garage # of cars
Trim/Finish	Wood/Gd	Condition Average	Disposal <input checked="" type="checkbox"/>	Drop Stair <input type="checkbox"/>	Deck Double <input checked="" type="checkbox"/>	Attached 2 Car
Bath Floor	Ceramic Tile/Gd	COOLING	Dishwasher <input checked="" type="checkbox"/>	Scuttle <input type="checkbox"/>	Porch Enclosed Front <input checked="" type="checkbox"/>	Detached
Bath Wainscot	F/Gls/Ceramic/Gd	Central None	Fan/Hood <input checked="" type="checkbox"/>	Floor <input type="checkbox"/>	Fence <input type="checkbox"/>	Built-In
Doors	Wood/Gd	Other	Microwave <input checked="" type="checkbox"/>	Heated <input type="checkbox"/>	Pool <input type="checkbox"/>	Carpport
		Condition	Washer/Dryer <input checked="" type="checkbox"/>	Finished <input type="checkbox"/>	1 Wood Stove <input checked="" type="checkbox"/>	Driveway Gravel

Additional features (special energy efficient items, etc.): Double hung thermopane windows with aluminum screens. Oil fired forced hot water boiler with hot water heat with radiant & baseboard radiation. Stone fireplace/gas wood stove. 100 amp electrical service entrance. Formica counter tops and custom cabinets.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The property is in very good condition and all mechanicals were in good repair. There is an automatic propane fired generator. There was no observed items of deferred maintenance.
 There was no known physical, functional or external depreciation observed.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: This appraiser is not an expert in environmental laws or conditions. Nothing adverse known at the site or in the immediate vicinity.

UNIFORM RESIDENTIAL APPRAISAL REPORT File No. 1516-166-U

Valuation Section

ESTIMATED SITE VALUE = \$ Not Applicable

ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:

Dwelling Sq. Ft. @ \$ = \$

Sq. Ft. @ \$ = \$

Cost Approach Not Applicable Due To Age = \$

Garage/Carport Sq. Ft. @ \$ = \$

Total Estimated Cost-New = \$

Less Physical Functional External

Depreciation = \$

Depreciated Value of Improvements = \$

As-is Value of Site Improvements = \$

INDICATED VALUE BY COST APPROACH = \$ N/A

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and, for HUD, VA and FmHA, the estimated remaining economic life of the property): **The Cost Approach was considered but not utilized in this report due to the age of the property and the difficulty of accurately estimating items of accrued depreciation. Remaining economic life estimated at 65 years.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	83 Quarry Road Raymond, ME 04071	94 Deep Cove Road Raymond, ME	52 Hidden Cove Road Raymond, ME	299 Anderson Road Sebago, ME
Proximity to Subject		Miles +/-	Miles +/-	Miles +/-
Sales Price	\$ N/A	\$ 1,000,000	\$ 1,323,350	\$ 1,200,000
Price/Gross Liv. Area	\$ 385.06	\$ 569.92	\$ 319.15	
Data and/or Verification Sources	Field Inspection	MREIS/Town Records #1147933	MREIS/Town Records #1218752	MREIS/Town Records #1124897
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-) Adjustment	DESCRIPTION +(-) Adjustment	DESCRIPTION +(-) Adjustment
Sales or Financing Concessions		Cash Sale None Known	Cash Sale None Known	Cash Sale None Known
Date of Sale/Time		1/15/2015	1/15/2016	8/28/2015
Location	Sub/Sebago Lake	Sub/Sebago Lake	Sub/Sebago Lake	Sub/Sebago Lake
Leasehold/Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	1.3 Ac/456' Lk Frtg	2.0 Ac/331' Lk Frtg	2.9 Ac/320' Lk Frtg	2.7 Ac/360' Lk Frtg
View	Lake, Neighborhood	Lake, Neighborhood	Lake, Neighborhood	Lake, Neighborhood
Design and Appeal	Contemporary	Contemporary	Contemporary	Contemporary
Quality of Construction	Good	Good	Good/Superior -25,000	Good
Age	16 Yrs +/-	68 Yrs +/-	13 Yrs +/-	22 Yrs +/-
Condition	Good	Average 20,000	Good	Good
Above Grade Room Count	Total Bdrms Baths 7 3 2.5	Total Bdrms Baths 6 3 2.0	Total Bdrms Baths 10 4 3.5	Total Bdrms Baths 8 5 3.0
Gross Living Area	3,510 Sq. Ft.	2,597 Sq. Ft.	2,322 Sq. Ft.	3,760 Sq. Ft.
Basement & Finished Rooms Below Grade	Full Unfinished	Full Unfinished	Full 1 Brm/Fam Rm/Spare -20,000	Full Fam Rm/Bath -10,000
Functional Utility	Average	Average	Average	Average
Heating/Cooling	FHW/Bbd/None	FHW/Bbd/None	FHW/Bbd/None	FHW/Bbd/None
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Att: 2 Car	Att: 2 Car	Att: 2 Car	Att: 2 Car
Porch, Patio, Deck, Fireplace(s), etc.	Patio/Porch/Dock Fireplace/Wd Stv	Patio/Deck/Porch 2 Fireplaces -3,000	Patio/Deck/Porch 2 Fireplaces -3,000	Patio/Deck/Porch 1 Fireplace 2,500
Fence, Pool, etc.			Guest House -5,000	
Net. Adj. (total)		+47,390	-18,360	-23,000
Adjusted Sales Price of Comparable	G: 5.34% N: 4.74%	\$ 1,047,390	G: 6.77% N: 1.39%	\$ 1,304,990 N: 1.92%

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): **GLA adjusted at \$30/Sq. Ft. Sale 1 is in average condition and lacks a half bath and is smaller and has 2 fireplaces. Sale 2 is in superior condition and appeal with high end amenities. This sale also has an extra bath and is smaller with a finished basement and 2 fireplaces. Sale 3 has an extra half bath and is larger with a finished basement and has 1 fireplace and a guest house that is in fair condition. Sale 3 required the lease amount of gross adjustment and therefore carries the most weight in this analysis. All 3 comparables were considered in the final analysis and show strong support.**

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source for prior sales within year of appraisal	No sale W/N 3 Yrs MREIS/Assessor	No knowledge of a sale in the prior year MLS/Town records	No knowledge of a sale in the prior year MLS/Town records	No knowledge of a sale in the prior year MLS/Town records

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
The appraiser has no knowledge of a pending sale or listing of the subject property.

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 1,177,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

The appraisal is made "as is" subject to the repairs, alterations, inspections, or conditions listed below subject to completion per plans and specifications.

Conditions of Appraisal: **None**

Final Reconciliation: **The Cost Approach was considered not applicable due to age. The market approach carries the most weight and is the best measure of market reaction. The income approach was considered not applicable due to the general lack of reliable and/or available rental data and therefore was not utilized.**

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised 6/93).

1 (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF D/O/Death 11/4/2016 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 1,177,000

APPRAISER: *Louis Solari*

Signature: _____ Name: Louis Solari Date Report Signed: 2/1/2017 State Certification #: ME CG 196 Or State License #: ME CG 196

SUPERVISORY APPRAISER (ONLY IF REQUIRED):

Signature: _____ Name: _____ Date Report Signed: _____ State Certification #: _____ Or State License #: _____

Did Did Not Inspect Property

SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
County	Cumberland	State	ME
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal	Zip Code	04071



Front View



Rear View



Street View

SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
County	Cumberland	State	ME
Zip Code	04071	Lender/Client	Client: Ms. Rhonda Stark Smith, Etal



Living Room Loft Bedroom



Living Rm W/ Fireplace



In Law Living Area

INTERIOR SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
County	Cumberland	State	ME
Zip Code	04071	Lender/Client	Client: Ms. Rhonda Stark Smith, Etal



Bedroom



Bedroom



Bath

INTERIOR SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
City	Raymond	County	Cumberland
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal	State	ME
		Zip Code	04071



Bedroom



In Law Kitchen



In Law Living Area

Form produced by United Systems Software Company (800) 969-8727 www.unitedsystems.com

INTERIOR SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
County	Cumberland	State	ME
Zip Code	04071	Lender/Client	Client: Ms. Rhonda Stark Smith, Etal



Kitchen Dining



Living Rm W/ Fplc



Bath

Form produced by United Systems Software Company (800) 969-8727 www.unitedsystems.com

INTERIOR SUBJECT PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
County	Cumberland	State	ME
Zip Code	04071	Lender/Client	Client: Ms. Rhonda Stark Smith, Etal



Living Room Loft Bedroom



Half Bath



Waterfront Dock

Form produced by United Systems Software Company (800) 969-8727 www.unitedsystems.com

TEXT ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith		
Address	83 Quarry Road	Unit No.	N/A
City	Raymond	County	Cumberland
		State	ME
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal		
		Zip Code	04071

The subject property consists of a 1.5 story frame dwelling sitting on a full foundation of poured concrete with an unfinished basement with a propane fired wood stove. Heat is supplied by an oil fired forced hot water boiler with baseboard and a small amount of radiant in the flooring. Wiring consists of a 100 amp electrical service entrance with circuit breakers. The main level has a kitchen, dining area, livingroom, 1/2 bath, inlaw apartment consisting of a large room with kitchen, sleeping area and a bath. The second level has 3 bedrooms and a bath and there is a sleeping loft over the first floor living room. Walls and ceilings are sheetrock and floors are mixed ceramic, softwood, vinyl and carpet. Windows are double hung thermopane. The living room has a stone fireplace. The exterior is covered with wood clapboards and the roof is metal clad. There are two decks on the front facing the lake. There is an automatic propane fired generator. The lot has 1.125 acres of a beautiful located peninsula. The lot is protected by a substantial number of mature softwood trees while still affording a great lake view. There is a permanent dock located on the waterfront. The lot is serviced by a drilled well and below ground septic system. There is a gravel driveway and an attached 2 car garage. There is a private gravel road for access and there is an informal road association with shared expenses.

File No.

1516-166-U

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession, but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer, consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

COMPARABLE PHOTOGRAPH ADDENDUM

Borrower/Client	Client: Ms. Rhonda Stark Smith			Unit No.	N/A
Address	83 Quarry Road			City	Raymond
City	Raymond	County	Cumberland	State	ME
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal			Zip Code	04071



**Sales Comparable 1
Front View**

Address: 94 Deep Cove Road
 Prox. to Subject: 2.50 Miles +/-
 Sales Price: \$ 1,000,000
 Gross Living Area: 2597
 Total Rooms: 6
 Total Bedrooms: 3
 Total Bathrooms: 2
 Location: Sub/Sebago Lake



**Sales Comparable 2
Front View**

Address: 52 Hidden Cove Road
 Prox. to Subject: 1.87 Miles +/-
 Sales Price: \$ 1,323,350
 Gross Living Area: 2322
 Total Rooms: 10
 Total Bedrooms: 4
 Total Bathrooms: 4
 Location: Sub/Sebago Lake

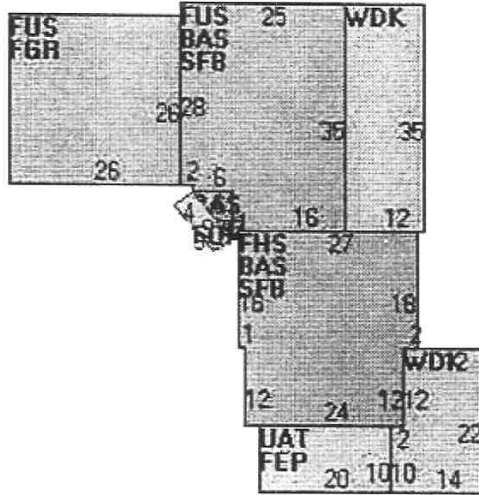


**Sales Comparable 3
Front View**

Address: 299 Anderson Road
 Prox. to Subject: 7.07 Miles +/-
 Sales Price: \$ 1,200,000
 Gross Living Area: 3760
 Total Rooms: 8
 Total Bedrooms: 5
 Total Bathrooms: 3
 Location: Sub/Sebago Lake

SKETCH

Borrower/Client Client: Ms. Rhonda Stark Smith
 Address 83 Quarry Road Unit No. N/A
 City Raymond County Cumberland State ME Zip Code 04071
 Lender/Client Client: Ms. Rhonda Stark Smith, Etal



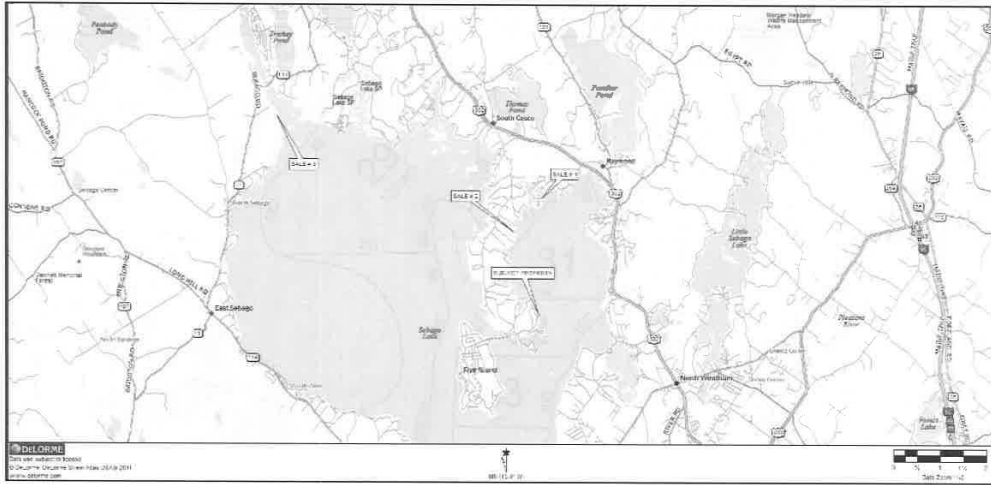
Building Sub-Areas (sq ft)

Legend

Code	Description	Gross Area	Living Area
BAS	First Floor	1,621	1,621
FUS	Upper Story, Finished	1,502	1,502
FHS	Half Story, Finished	774	387
FEP	Porch, Enclosed, Finished	200	0
FGR	Garage	676	0
FOP	Porch, Open, Finished	33	0
SFB	Basement, finished, raised	1,600	0
UAT	Attic, Unfinished	200	0
WDK	Deck, Wood	704	0
		7,310	3,510

LOCATION MAP

Borrower/Client	Client: Ms. Rhonda Stark Smith	Unit No.	N/A
Address	83 Quarry Road	City	Raymond
City	Raymond	County	Cumberland
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal	State	ME
		Zip Code	04071



USPAP COMPLIANCE ADDENDUM

File No. 1516-166-U

Borrower/Client Client: Ms. Rhonda Stark Smith Order # _____
 Property Address 83 Quarry Road
 City Raymond County Cumberland State ME Zip Code 04071
 Lender Client: Ms. Rhonda Stark Smith, Etal Client Reference # _____

Only those items checked below apply to this report

PURPOSE & FUNCTION AND INTENDED USE OF THE APPRAISAL

- The purpose of the appraisal is to provide an opinion of market value of the subject property as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of the report. The only function of the appraisal is to assist the referenced client as the intended user of the report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for lending purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended user, is prohibited.
- The purpose of the appraisal is to provide an opinion of market value of the subject property, as defined in this report, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property Real Estate Owned (REO) purposes. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use, is prohibited.
- The purpose of this appraisal is to establish market value, on behalf of the appraisal company facilitating the assignment for the referenced client as the intended user of this report. The only function of the appraisal is to assist the client mentioned in this report in evaluating the subject property for potential division of assets. The use of this appraisal by anyone other than the stated intended user, or for any other use than the stated intended use is prohibited.

TYPE OF APPRAISAL AND APPRAISAL REPORT

- This is a complete Appraisal written in a summary Report format and the USPAP Departure Rule has not been invoked.
- This is a Limited Appraisal written in a _____ Report format and the USPAP Departure Rule has been invoked as disclosed in the body or addenda of the report. The client has agreed that a Limited Appraisal is sufficient for its purposes.

SCOPE (EXTENT) OF REPORT

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales, listings, and/or rentals within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion. The extent of analysis applied to this assignment may be further imparted within the report, the Appraiser's Certification below and/or any other Statement of Limiting Conditions and Appraiser's Certification such as may be utilized within the Freddie Mac form 439 or Fannie Mae form 1004b (dated 6/93), when applicable.

MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- A reasonable marketing time for the subject property is up to 150 days day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is _____ day(s).

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report or to the parties involved, unless otherwise stated within the report.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment was not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have or have not made a personal inspection of the property that is the subject of this report. (if more than one person signs this report, this certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraisal property.)
- No one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated.)

NOTE: In the case of any conflict with a client provided certification (i.e., Fannie Mae or Freddie Mac), this revised certification shall take precedence.

- Supervisory Appraiser's Certification: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications 2-7 and 9 on the second page of Freddie Mac Form 439 6-93/Fannie Mae Form 1004B 6-93, or the third page of form 2055, and am taking full responsibility for the appraisal report.

APPRAISER'S AND SUPERVISORY APPRAISER'S SIGNATURE

APPRAISER:
 Signature: [Signature]
 Name: Louis Solari
 Date the Report was Signed: 2/1/2017
 State Certification #: ME CG 196
 or State License #: _____
 State: ME
 Expiration Date of Certification or License: 12/31/2017

SUPERVISORY APPRAISER (only if required):
 Signature: _____
 Name: _____
 Date the Report was Signed: _____
 State Certification #: _____
 or State License #: _____
 State: _____
 Expiration Date of Certification or License: _____

- Did inspect subject property Inspected Comparables
- Interior & Exterior Interior and Exterior
- Exterior Only Exterior Only

Appraisers License

Borrower/Client	Client: Ms. Rhonda Stark Smith		
Address	83 Quarry Road	Unit No.	N/A
City	Raymond	County	Cumberland
		State	ME
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal		
		Zip Code	04071



State of Maine
 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
 OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION
 BOARD OF REAL ESTATE APPRAISERS

License Number CG196

Be it known that

LOUIS FRANK SOLARI, JR

has qualified as required by Title 32 MRSA Chapter 123 and is licensed as:
CERTIFIED GENERAL APPRAISER


Anne L. Head

Commissioner

ISSUE DATE
November 17, 2016

EXPIRATION DATE
December 31, 2017

✂ Detach

 <p>STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION OFFICE OF PROFESSIONAL AND OCCUPATIONAL REGULATION BOARD OF REAL ESTATE APPRAISERS</p>	<p>STATE OF MAINE DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION 35 State House Station Augusta, Maine 04333-0035 (207) 624-8603</p>
	<p>License Number CG196 LOUIS FRANK SOLARI, JR CERTIFIED GENERAL APPRAISER</p>
<p>ISSUED 11/17/2016</p>	<p>EXPIRES 12/31/2017</p>

Appraisers Resume

Borrower/Client	Client: Ms. Rhonda Stark Smith		
Address	83 Quarry Road	Unit No.	N/A
City	Raymond	County	Cumberland
		State	ME
		Zip Code	04071
Lender/Client	Client: Ms. Rhonda Stark Smith, Etal		

LOUIS SOLARI REAL ESTATE APPRAISALS, INC.

LOUIS "BUD" SOLARI
 Appraiser / Consultant
 23 Bridgton Road
 Westbrook, Maine 04092
 Phone (207)878-4600 Fax (207)878-4601
 E-Mail : bsolari@maine.rr.com

EDUCATION:

University of Maine, Orono, ME 1963

American Institute of Real Estate Appraisers Course I-A "Basic Appraisal, Principles, Methods and Techniques". University of Georgia, 1972

Society of Real Estate Appraisers Course 201 "Capitalization, Theory and Techniques" University of Wisconsin, 1973

Appraising Condominiums Seminar Sponsored by Maine and New Hampshire Chapters of Society of Real Estate Appraisers Concord, New Hampshire, 1973

American Appraisal Associates Course "Building Cost Estimates of Residential and Agricultural Structures" Concord, New Hampshire, 1974

Maine Real Estate Law University of Maine - 1975

Real Estate Practice University of Maine - 1975

American Institute of Real Estate Appraisers Course VIII "Single Family Residential Appraisals" University of Connecticut, 1976

Various Seminars Conducted by Appraisal Institute Portland, Maine Concord, New Hampshire Boston, Massachusetts

Twenty eight hours of approved continuing education courses each 2 year period since the inception of state licensing in 1991.

Property Location: 62 MUSSON RD
 Vision ID: 3270

Account #D0130R

MAP ID: 063/ 008/ 000/ 000/

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

State Use: 1303

Print Date: 05/04/2017 10:27

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT				3218 Raymond, ME VISION											
RAVIN MARK J 137 LAUREL STREET MELROSE, MA 02176 Additional Owners:		4 Rolling		3 Unpaved	7 Waterfront	Description	Code	Appraised Value	Assessed Value												
						RES LAND	1303	564,500	564,500												
						Total		564,500	564,500												
SUPPLEMENTAL DATA																					
Other ID: 063008000000		SEND VALUI		TAP																	
TIF CODE		Field 8		Field 9																	
USE PROGRAM		Field 10		ASSOC PID#																	
TG ENROLL YF																					
TG PLAN YR																					
LD1 TYPE																					
GIS ID: 063008000000																					
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)													
RAVIN MARK J MALE BRUCE M		33525/ 307 9677/ 195	10/01/2016	Q	V	299,000	00	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value					
								2016	1303	564,500	2015	1303	564,500	2014	1303	564,500					
								Total:		564,500	Total:		564,500	Total:		564,500					
EXEMPTIONS			OTHER ASSESSMENTS					This signature acknowledges a visit by a Data Collector or Assessor													
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.													
Total:																					
ASSESSING NEIGHBORHOOD								APPRAISED VALUE SUMMARY													
NBHD/ SUB	NBHD Name		Street Index Name	Tracing		Batch		Appraised Bldg. Value (Card)				0									
0001/A								Appraised XF (B) Value (Bldg)				0									
								Appraised OB (L) Value (Bldg)				0									
								Appraised Land Value (Bldg)				564,500									
								Special Land Value				0									
								Total Appraised Parcel Value				564,500									
								Valuation Method:				C									
								Exemptions				0									
								Adjustment:				0									
								Net Total Appraised Parcel Value				564,500									
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							
									09/16/2004			BB	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	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value		
1	1303	Res ACLNDV Water	LRR2				54,014	SF	0.71	2.5000	9	1.0000	0.95	SL2	6.20	WF/ROW		1.00	10.45	564,500	
Total Card Land Units:			1.24	AC	Parcel Total Land Area:			1.24	AC											Total Land Value:	564,500

Property Location: 62 MUSSON RD
 Vision ID: 3270

Account # D0130R

MAP ID: 063/ 008/ 000/ 000/

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

State Use: 1303

Print Date: 05/04/2017 10:27

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description					
Model	00		Vacant									
MIXED USE												
				Code			Description					
							Percentage					
				1303			Res ACLNDV Water					
							100					
COST/MARKET VALUATION												
				Adj. Base Rate:			0.00					
							0					
				Net Other Adj:			0.00					
				Replace Cost			0					
				AYB								
				EYB			0					
				Dep Code								
				Remodel Rating								
				Year Remodeled								
				Dep %								
				Functional ObsInc								
				External ObsInc								
				Cost Trend Factor			1					
				Condition								
				% Complete								
				Overall % Cond								
				Apprais Val								
				Dep % Ovr			0					
				Dep Ovr Comment								
				Misc Imp Ovr			0					
				Misc Imp Ovr Comment								
				Cost to Cure Ovr			0					
				Cost to Cure Ovr Comment								
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value						
Ttl. Gross Liv/Lease Area:		0	0	0								

ORIGINAL CARD ASSESSMENT

No Photo On Record

Property Location: 62 MUSSON RD
 Vision ID: 3270

Account #D0130R

MAP ID: 063/ 008/ 000/ 000/

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

State Use: 1303

Print Date: 05/04/2017 10:47

CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT			3218 Raymond, ME VISION										
RAVIN MARK J 137 LAUREL STREET MELROSE, MA 02176 Additional Owners:		4 Rolling		3 Unpaved	7 Waterfront	Description	Code	Appraised Value				Assessed Value							
						RES LAND	1303	405,500				405,500							
		SUPPLEMENTAL DATA																	
		Other ID: 063008000000		SEND VALUI				Total	405,500	405,500									
		TIF CODE		TAP															
		USE PROGRAM		Field 8															
		TG ENROLL YF		Field 9															
		TG PLAN YR		Field 10															
		LD1 TYPE		ASSOC PID#															
		GIS ID: 063008000000																	
RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.	PREVIOUS ASSESSMENTS (HISTORY)											
RAVIN MARK J MALE BRUCE M		33525/ 307 9677/ 195	10/01/2016	Q	V	299,000	00	Yr.	Code	Assessed Value	Yr.	Code	Assessed Value						
								2016	1303	564,500	2015	1303	564,500						
											2014	1303	564,500						
								Total:		564,500	Total:		564,500						
								Total:		564,500	Total:		564,500						
EXEMPTIONS				OTHER ASSESSMENTS				This signature acknowledges a visit by a Data Collector or Assessor											
Year	Type	Description	Amount	Code	Description	Number	Amount	Comm. Int.											
Total:																			
APPRAISED VALUE SUMMARY																			
Appraised Bldg. Value (Card)								0											
Appraised XF (B) Value (Bldg)								0											
Appraised OB (L) Value (Bldg)								0											
Appraised Land Value (Bldg)								405,500											
Special Land Value								0											
Total Appraised Parcel Value								405,500											
Valuation Method:								C											
Exemptions								0											
Adjustment:								0											
Net Total Appraised Parcel Value								405,500											
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					
									09/16/2004			BB	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	Special Pricing	S Adj Fact	Adj. Unit Price	Land Value
1	1303	Res ACLNDV Water	LRR2				43,560 SF	0.80	2.5000	9	1.0000	0.75	SL2	6.20	WF/ROW/TOPO		1.00	9.30	405,100
1	1303	Res ACLNDV Water					0.24 AC	1,500.00	1.0000	0	1.0000	1.00		0.00			1.00	1,500.00	400
Total Card Land Units:			1.24 AC			Parcel Total Land Area:			1.24 AC			Total Land Value:			405,500				

Property Location: 62 MUSSON RD
 Vision ID: 3270

Account # D0130R

MAP ID: 063/ 008/ 000/ 000/

Bldg #: 1 of 1

Bldg Name:

Sec #: 1 of 1 Card 1 of 1

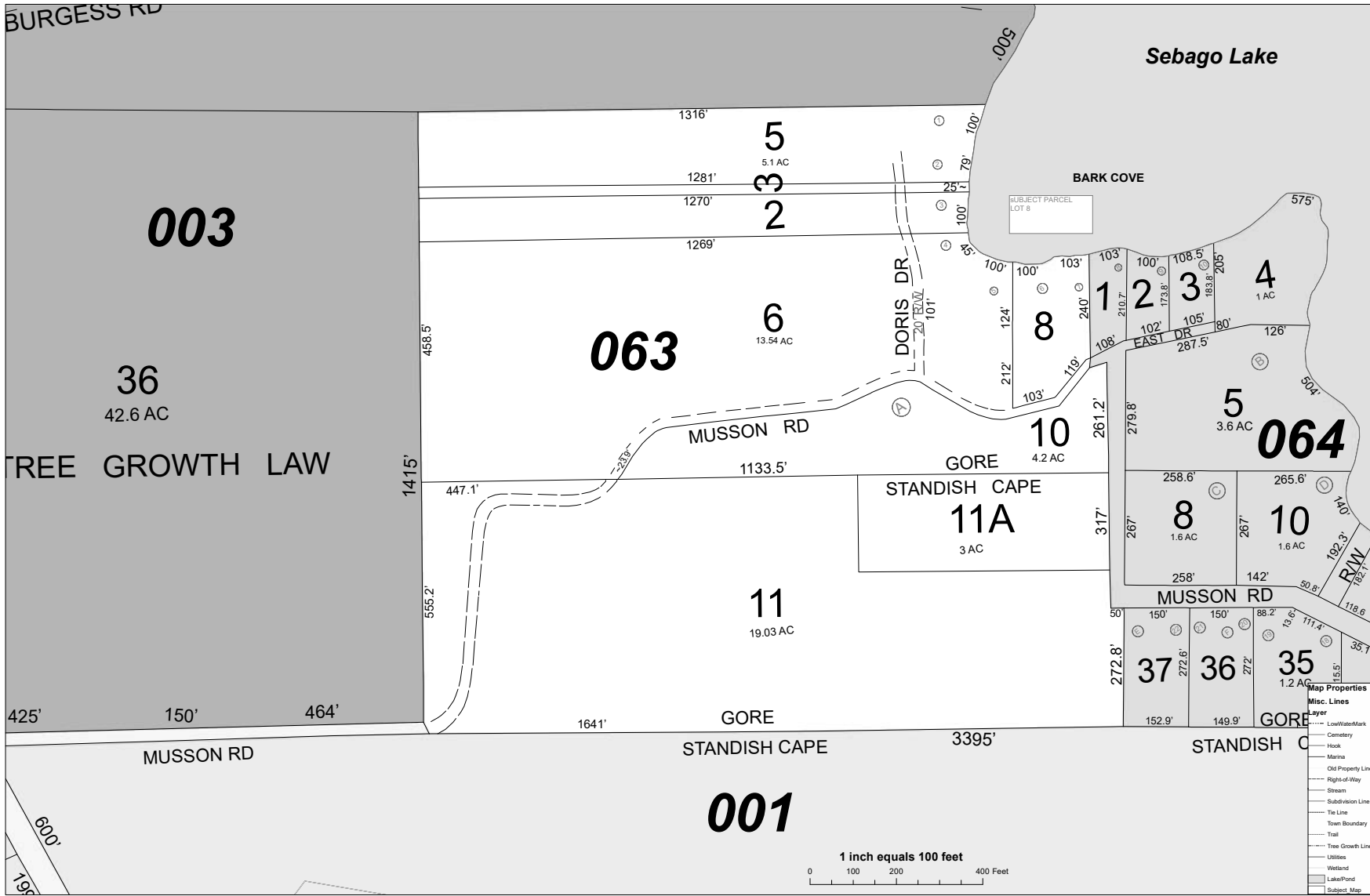
State Use: 1303

Print Date: 05/04/2017 10:47

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)								
Element	Cd.	Ch.	Description	Element	Cd.	Ch.	Description					
Model	00		Vacant									
MIXED USE												
				Code			Description					
							Percentage					
				1303			Res ACLNDV Water					
							100					
COST/MARKET VALUATION												
				Adj. Base Rate:			0.00					
							0					
				Net Other Adj:			0.00					
				Replace Cost			0					
				AYB								
				EYB			0					
				Dep Code								
				Remodel Rating								
				Year Remodeled								
				Dep %								
				Functional ObsInc								
				External ObsInc								
				Cost Trend Factor			1					
				Condition								
				% Complete								
				Overall % Cond								
				Apprais Val								
				Dep % Ovr			0					
				Dep Ovr Comment								
				Misc Imp Ovr			0					
				Misc Imp Ovr Comment								
				Cost to Cure Ovr			0					
				Cost to Cure Ovr Comment								
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)												
Code	Description	Sub	Sub Descript	L/B	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
BUILDING SUB-AREA SUMMARY SECTION												
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value						
Ttl. Gross Liv/Lease Area:		0	0	0								

AMENDED CARD ASSESSMENT

No Photo On Record



THIS MAP IS PREPARED FOR THE TOWN OF RAYMOND, MAINE AND IS COMPILED FROM PUBLIC RECORDS, DEEDS, AND MAPS. THE TOWN OF RAYMOND ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION SHOWN HEREIN.

INFORMATION SOURCES SHOULD BE CONSULTED FOR THE LATEST INFORMATION ON THIS MAP. THE TOWN OF RAYMOND ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION SHOWN HEREIN.

TOWN OF RAYMOND
Cumberland County, Maine
2016 Property Map

Source: Aerial, Ordnance
Map of Maine
Prepared by:
Geography Works, Inc.
Effective Date: April 1, 2016

Map 63

Legend:

- Map Properties
- Misc. Lines Layer
 - LowWaterMark
 - Cemetery
 - Hook
 - Marsh
 - Old Property Line
 - Rights-of-Way
 - Stream
 - Subdivision Line
 - Tie Line
 - Town Boundary
 - Trail
 - Trees Growth Line
 - Utilities
 - Wetland
 - Lake/Pond
 - Subject Map



Received
2/16/2017

APPLICATION FOR ABATEMENT OF PROPERTY TAXES
(Title 36 M.R.S.A., Section 841)

This application must be signed and filed with the municipal assessor(s). A separate application should be filed for each separately assessed parcel of real estate claimed to be overvalued. Attach supporting documents as needed.

1. Name of Applicant:	MARK J. RAVIN
2. Mailing Address and Phone Number:	137 LAUREL ST. 781-844- MERROSE, MA. 02176 9692
3. Tax year for which abatement is requested:	CURRENT AND FROM THIS DAY FORWARD
4. Map/Lot #	MAP 063 LOT 008
5. Assessed valuation:	\$ 564,300
6. Taxpayer's opinion of value:	PURCHASE PRICE \$ 300,000 10/1/16 BANK APPRAISAL \$ 340,000 MAX.
7. Reasons for requesting abatement (please be specific, stating grounds for belief that property is overvalued for tax purposes):	THE ASSESSED VALUE IS 80% HIGHER THAN MY PURCHASE PRICE, THE LAND WAS ON THE MARKET FOR A SIGNIFICANT TIME PERIOD. THANK YOU FOR YOUR TIME AND CONSIDERATION.

To the assessing authority of the Town of Raymond,

In accordance with the provisions of Title 36 M.R.S.A., Section 841, I hereby make written application for abatement of property taxes as noted above. The above statements are correct to the best of my knowledge and belief.

2/07/2017
Date

Mark J. Ravin
Signature of Applicant

Revised 02/10



March 9, 2017

Mark Ravin
137 Laurel St
Melrose, MA 02176
RE: Map/Lot : 063-008 application for abatement

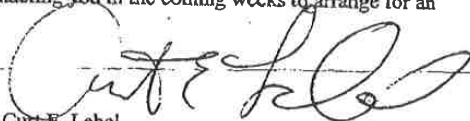
Dear Mr. Ravin

Your application for abatement has been received by our office. Our office is making all attempts to process your request for decision by the Board of Assessors in a timely manner. Unfortunately, due to the part time staff support and the Board of Assessors limited meeting schedule it appears that a decision on your application by the Board would be unlikely within 60 days of application.

Under Maine Law (Title 36 Section 842), If the assessors fail to give written notice of their decision with 60 days of the date of filing of the application, the application is deemed to have been denied and the applicant may appeal as provided in sections 843 and 844 of Title 36, unless the applicant has in writing consented to further delay.


The Assessors intend to make decision on your application as soon as possible. To ensure that your application is given due consideration and investigation, the Board of Assessors requests an extension until May 31, 2017 in order to process your appeal. If you do not wish to grant this extension, you may continue with your appeal to the Local Board of Assessment Review if you so choose after the 60 day time period from your application date have passed.

Granting an extension will not adversely affect your right to appeal going forward. Please complete the appropriate box and return it to our office. I will be contacting you in the coming weeks to arrange for an inspection of your property.


Curt E. Lebel
Assessors Agent, Town of Raymond

I hereby consent to an extension of the appeal deadline so that my appeal may be considered by the Assessors.

I do not consent to an extension.

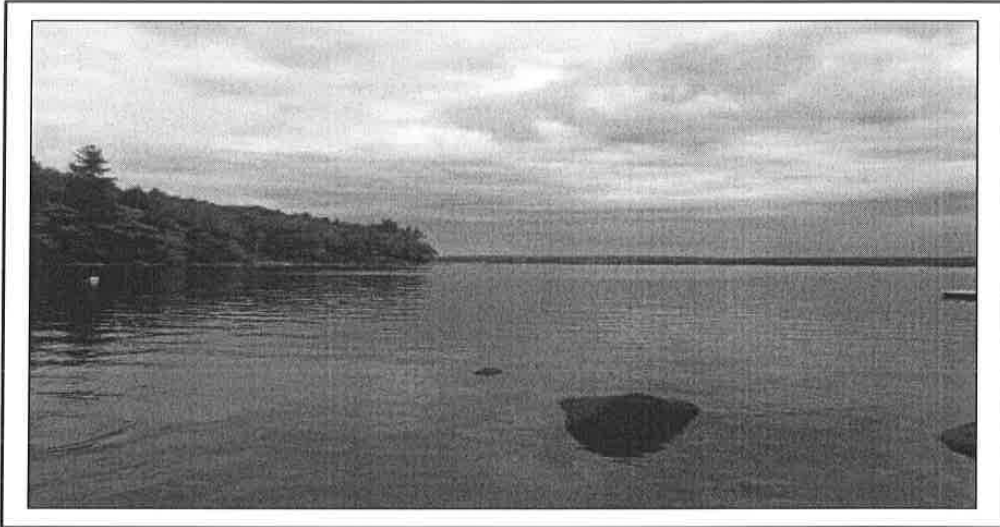


Signature of Taxpayer

Telephone: (207)655-4742

Fax: (207)655-3024

www.raymondmaine.org



APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

62 Musson Rd
Raymond, Maine 04071-6736

for

Gorham Savings Bank
10 Wentworth Dr
Gorham, ME
04038

as of

09/11/2016, 2016

by

Stephen A. Scontras
PO Box 428
Saco, Me 04072

AnSCO Appraisal Company

Ansko Appraisal Company
PO Box 428
Saco, Me 04072
207-283-0154
01-0499966

INVOICE	09/21/2016 <small>DATE</small>	41324 <small>FILE NUMBER</small>	loan #16330 <small>CASE NUMBER</small>
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Client: Gorham Savings Bank
10 Wentworth Dr
Gorham, ME
04038

Item	Total
APPRAISAL FEE FOR SERVICES RENDERED loan #16330	\$ 350.00

Borrower: Mark J Ravin
62 Musson Rd
Raymond, Maine 04071-6736
Bk 9677 Pg 195

Total: \$ 350.00

Thank you

Ansko Appraisal Company

LAND APPRAISAL REPORT

loan #16330
File No. 41324

IDENTIFICATION

Borrower Mark J Ravin Census Tract 120 Map Reference 63/8
 Property Address 62 Musson Rd
 City Raymond County Cumberland State Maine Zip Code 04071-6736
 Legal Description Bk 9677 Pg 195
 Sale Price \$299000 Date of Sale _____ Loan Term _____ yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$6,350 (yr.) Loan charges to be paid by seller \$ _____ Other sales concessions _____
 Lender/Client Gorham Savings Bank Address 10 Wentworth Dr, Gorham, ME, 04038
 Occupant Vacant Land Appraiser Stephen A. Scontras Instructions to Appraiser Estimate market value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability	Good	Avg	Fair	Poor
Built Up	<input type="checkbox"/> Over 75%	<input checked="" type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Present Land Use	<input type="checkbox"/> % 1 Family	<input type="checkbox"/> % 2-4 Fam	<input type="checkbox"/> % Apts	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> % Industrial	<input type="checkbox"/> % Vacant	<input type="checkbox"/> % Condo	Property Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From <u>vacant land</u> to <u>vacant land</u> to sf homes			Police and Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	General Appearance of Properties	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Price Range	\$ <u>400,000</u> to \$ <u>900,000</u>	Predominant Value \$ <u>700,000</u>		Appeal to Market	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Single Family Age	<u>5</u> yrs to <u>80</u> yrs.	Predominant Age <u>30</u> yrs.						

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) Subject located on a private gravel rd off east side of Cape Rd & fronts on Jordan Bay section of Sebago Lake. Area comprised of well maintained good quality homes, most appear yr 'round. Approx 3 mi south of Rt 302, 6 mi from local shopping in Raymond & 8+ mi from North Windham shopping plazas.

SITE

Dimensions 203' on Sebago Lake x irregular = 1.24+- acres Corner Lot
 Zoning Classification LRII(3 acres w/225' grandfathered) Present improvements do do not conform to zoning regulations
 Highest and best use: Present use Other (specify) present use is considered single family house site
 Elec. Public Other (Describe) _____ OFF SITE IMPROVEMENTS
 Gas Street Access: Public Private
 Water drilled well Surface Gravel
 San. Sewer private on site Maintenance: Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights
 Topo Level, slopes towards lake shore
 Size typical of area
 Shape irregular
 View Sebago Lake
 Drainage Appears adequate
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) Site is level at road grade and is level for approx the first 1/2, then slopes gradually down towards 203' frontage on Jordan Bay section of Sebago Lake. Per MLS info, drilled well & septic system on site (see photos) as well as power to site & rough driveway. Public sewer/water not available in area. Town of Raymond has lot assessed @ \$564,500.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	Subject Property	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	62 Musson Rd Raymond	Lot 2a Trail Rd Sebago, Me	Cassleton Rd Raymond, Me	78 Fairway Drive Naples, Me
Proximity to Subj.		5.91 miles W	1.20 miles N	7.57 miles NW
Sales Price	\$ 299000	\$ 390000	\$ 350000	\$ 300000
Price	\$ 241129.031250	\$ 237804.875000	\$ 231788.078125	\$ 159574.46875
Data Source	observed	MREIS #1118024	MREIS #1271574	MREIS #1242951
Date of Sale and Time Adjustment		DESCRIPTION 09/29/2015	DESCRIPTION 08/19/2016	DESCRIPTION 05/13/2016
Location	203' Sebago LK	188' Sebago Lk	700' shared Sebago	230' Brandy Pond
Site/View	wooded/lake	wooded/lk-superior	treed/partial lake	Treed/Pond
Site Area	1.24+- acres	1.64 acres	1.51 acres	1.88 acres
imps	well/septic/elec/drive	well/septic/elec/drive	None	Dock
other	none	none	12000	none
other	none	none	assoc amenities	none
Sales or Financing Concessions		conv/closed	cash/closed	cash/closed
		none known	none known	none known
Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -39000	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ -8000	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ 40000
Indicated Value of Subject		Gross 10.0% Net -10.0% \$ 351000	Gross 9.1% Net -2.3% \$ 342000	Gross 13.3% Net 13.3% \$ 340000

Comments on Market Data: Comp 1 has similar amount of frontage, but is located on superior "Great Bay" of Sebago Lake. Comp 2 is 1 lot from water in a superior lakefront assoc with tennis courts, boat slips & beautiful level sandy beach..No adjustment was made for not being waterfront. Comp 3 on inferior Brandy Pond which flows into Sebago Lk.

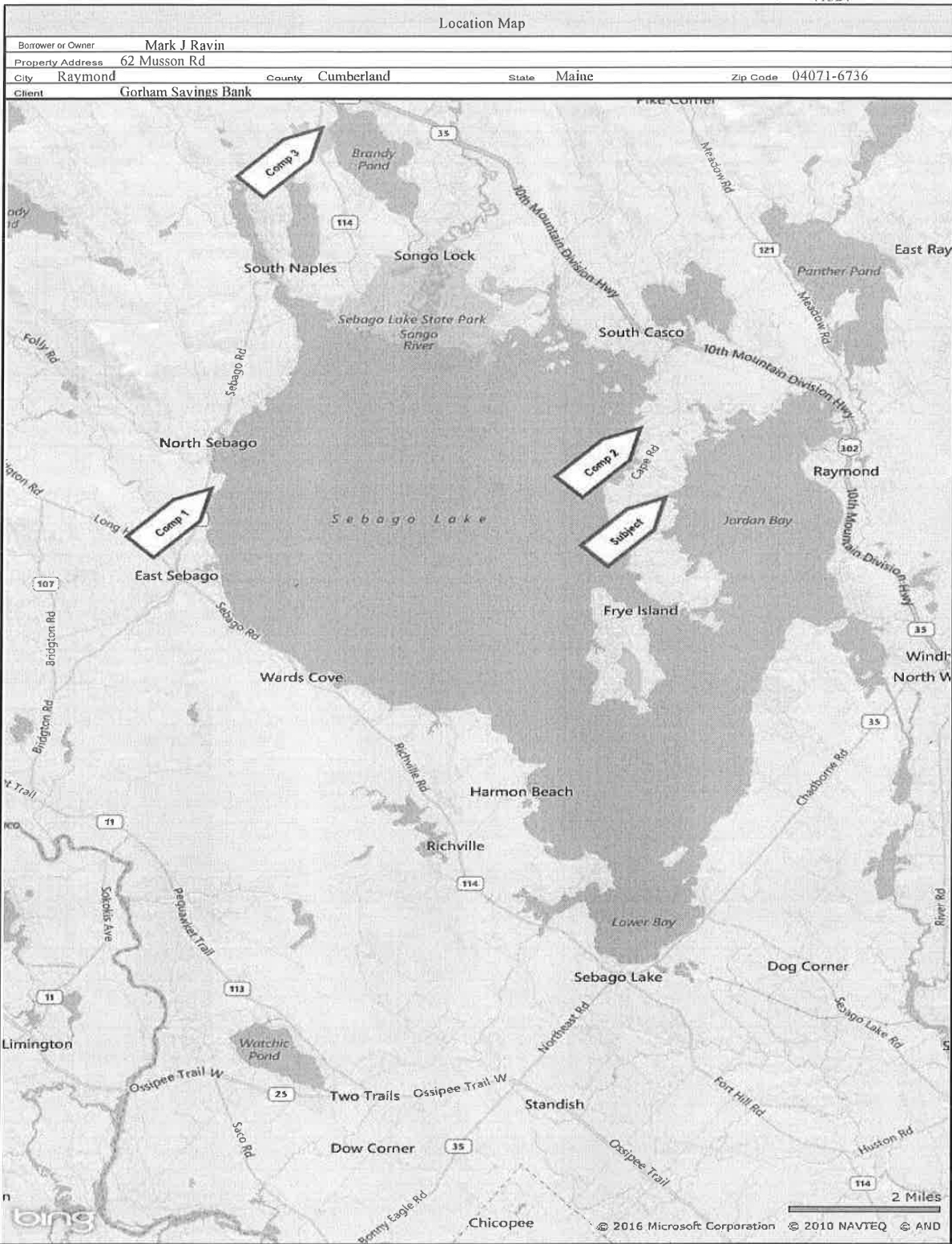
Comments and Conditions of Appraisal: Estimate of value is based upon subject being a "readily buildable" lot in regards to being able to construct a sf house on the site.

Final Reconciliation: Comp 1 most similar to subject having direct waterfrontage on same body of water.

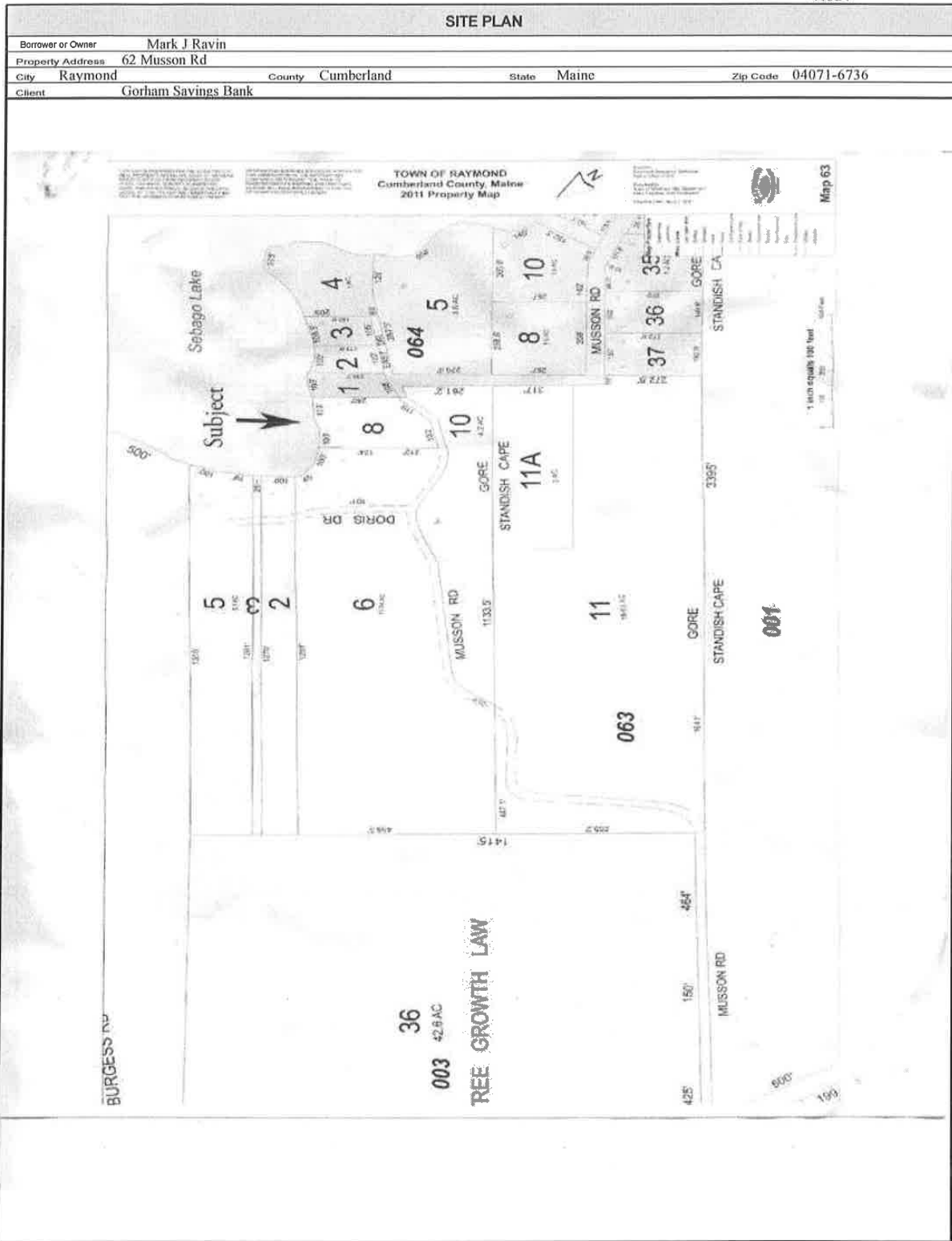
RECONCILIATION

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 09/11/2016 2016 to be \$ 340,000
 Appraiser(s) _____ Review Appraiser (if applicable) Did Did Not Physically Inspect Property
 Signature _____
 Name Stephen A. Scontras Date 09/22/2016 Signature _____
 State ME License Certification # CR000000000170 State _____ License Certification # _____

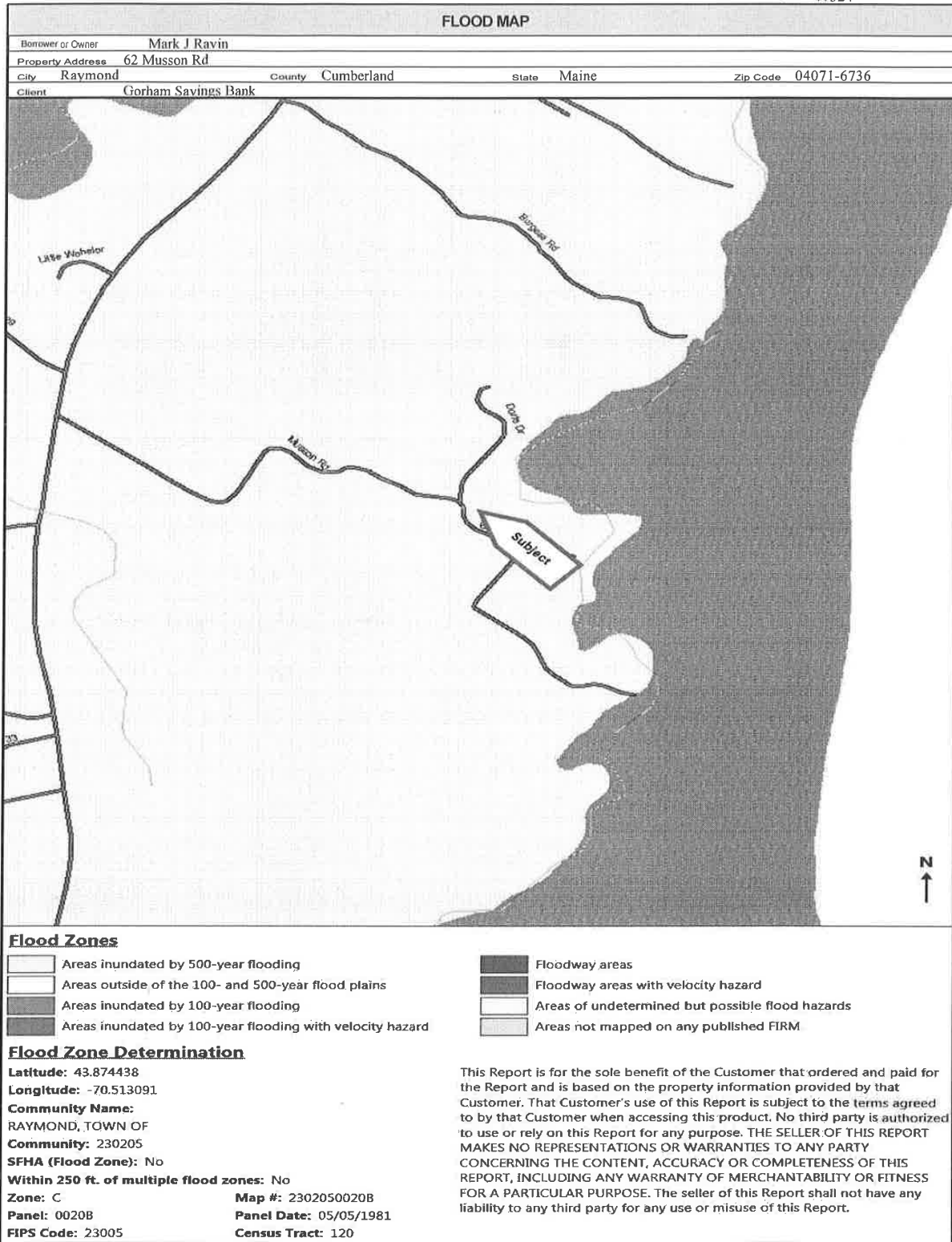
Ansco Appraisal Company



Ansco Appraisal Company



Ansco Appraisal Company



AnSCO Appraisal Company

PHOTOGRAPH ADDENDUM

Borrower or Owner	Mark J Ravin				
Property Address	62 Musson Rd				
City	Raymond	County	Cumberland	State	Maine
Client	Gorham Savings Bank				
				Zip Code	04071-6736



**FRONT VIEW OF
SUBJECT PROPERTY**



**REAR VIEW OF
SUBJECT PROPERTY**



**STREET SCENE OF
SUBJECT PROPERTY**

Anseo Appraisal Company

loan #16330
File No. 41324

PHOTOGRAPH ADDENDUM

Borrower or Owner	Mark J Ravin				
Property Address	62 Musson Rd				
City	Raymond	County	Cumberland	State	Maine
Client	Gorham Savings Bank				
				Zip Code	04071-6736



section of lot slopes towards lake



Looking towards the lake from center of lot



looking towards road from center of lot

Ansco Appraisal Company

PHOTOGRAPH ADDENDUM

Borrower or Owner	Mark J Ravin						
Property Address	62 Musson Rd						
City	Raymond	County	Cumberland	State	Maine	Zip Code	04071-6736
Client	Gorham Savings Bank						



existing drilled well on site



apparent location of existing septic tank



electricity on site

AnSCO Appraisal Company

PHOTOGRAPH ADDENDUM

Borrower or Owner	Mark J Ravin				
Property Address	62 Musson Rd				
City	Raymond	County	Cumberland	State	Maine
Client	Gorham Savings Bank				
				Zip Code	04071-6736



frontage on cove...view from waterfront of lot



view of Sebago Lake



view of Sebago Lake

AnSCO Appraisal Company

PHOTOGRAPH ADDENDUM

Borrower or Owner **Mark J Ravin**
 Property Address **62 Musson Rd**
 City **Raymond** County **Cumberland** State **Maine** Zip Code **04071-6736**
 Client **Gorham Savings Bank**

COMPARABLE #1
 Lot 2a Trail Rd
 Sebago, Me

Price \$390,000
 Price/SF 237,804.875000
 Date 09/29/2015

Site Area 1.64 acres
 Value Indication \$351,000

COMPARABLE #2
 Casselton Rd
 Raymond, Me

Price \$350,000
 Price/SF 231,788.078125
 Date 08/19/2016

Site Area 1.51 acres
 Value Indication \$342,000

COMPARABLE #3
 78 Fairway Drive
 Naples, Me

Price \$300,000
 Price/SF 159,574.468750
 Date 05/13/2016

Site Area 1.88 acres
 Value Indication \$340,000

Anso Appraisal Company

MARRANTY DEED

LSW 39595 & 9677 P: 195

KNOW ALL MEN BY THESE PRESENTS

MAINE REAL ESTATE TRANSFER TAX PAID
3895

THAT RUTH L. DALY, now known as the RUTH L. BARNES as Trustee under the provisions of a trust agreement dated the 15th day of May, 1986 and known as the Ruth L. Daly Trust of Raymond, in the County of Cumberland and State of Maine for consideration paid, grants to BRUCE M. MALE AND LESLIE A. MALE whose mailing address is 374 Eaton Street, Andover, MA 01810, as JOINT TENANTS AND NOT TENANTS IN COMMON, with WARRANTY COVENANTS, the land in RAYMOND, County of CUMBERLAND, State of Maine, described as follows:

SEE SCHEDULE A ATTACHED

IN WITNESS WHEREOF the said GRANTOR, Ruth L. Barnes, has caused this instrument to be signed this 15th day of the month of August, 1991

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Arnold A. Frank

Ruth L. Barnes
RUTH L. Barnes
(formerly known as Ruth L. Daly)
Trustee as aforesaid

August 15, 1991

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

Then personally appeared the above named Ruth L. Barnes and acknowledged the foregoing instrument to be her free act and deed in her said capacity as Trustee.

Before me,
Arnold A. Frank
Attorney at Law/Notary Public



SCHEDULE A
Raymond Cape Road, Raymond

Instr 39595 & 9677 P 176

A certain lot or parcel of land situated Easterly of the Raymond Cape Road in the Town of Raymond, County of Cumberland and State of Maine, containing 31,700 square feet, more or less, and bounded and described as follows:

Beginning at a nail embedded in concrete at high water mark on the shore of Bark Cove (Jordan Bay, Lake Sebago) at a point which is the southeasterly monument of land conveyed by Alfred C. Musson et al to Mrs. Ruth L. Clarke, by deed dated July 14, 1959 and recorded in Cumberland County Registry of Deeds, in Book 2492, Page 10; thence South 52° 26' West, Three Hundred twenty-one and eight tenths (321.8) feet, more or less, along the southerly line of land conveyed to said Clarke aforesaid, to a nail embedded in concrete in a pine on the northeasterly side line of a Twenty (20) foot road (and which is the southwesterly monument of said land conveyed to said Clarke aforesaid); thence southeasterly by the northeasterly side line of said Road One Hundred nineteen (119) feet, more or less, to a steel rod; thence North 52° 26' East, Two Hundred forty (240) feet, more or less, to a nail embedded in concrete at high water mark on the bank of Bark Cove; thence northwesterly by high water mark One Hundred three (103) feet, more or less, to the point of beginning.

Also a certain lot or parcel of land situated Easterly of the Raymond Cape Road in the Town of Raymond, County of Cumberland and State of Maine, containing 82,000 square feet, more or less, and bounded and described as follows:

Beginning at a bolt embedded in concrete at high water mark on the shore of Bark Cove (Jordan Bay, Lake Sebago) at a point which is the southeasterly monument of land conveyed by Alfred C. Musson et al to Roy G. Strout et al, by deed dated July 2, 1958 and recorded in Cumberland County Registry of Deeds in Book 2419 Page 388; thence South 52° 26' West, One Hundred twenty-four and seventy-five hundredths (124.75) feet more or less, along the southerly line of land conveyed to said Strout et al aforesaid, to a nail embedded in concrete in copper casing which is the southwesterly monument of said land conveyed to said Strout et al aforesaid; thence continuing on the same bearing southeasterly Two Hundred Twelve (212) feet, more or less, to a nail embedded in concrete in a pipe on the northeasterly side line of a Twenty (20) foot road; thence southeasterly by the northeasterly side line of said road One Hundred three (103) feet, more or less, to a nail embedded in concrete in a pipe; thence North 52° 26' East, Three Hundred twenty-one and eight tenths (321.8) feet, more or less, to a nail embedded in concrete in high water mark on the shore of Bark Cove; thence northwesterly by high water mark One Hundred (100) feet, more or less, to the point of beginning.

Together with an easement for foot and vehicular passage over said twenty (20) foot road on land of Alfred C. Musson et al from the southwesterly side line of the premises hereby conveyed northwesterly to Raymond Cape Road. Said easement shall not be used at any time for hauling logs or for any heavy trucking whatsoever, except what may be necessary for the hauling of material for the building of a dwelling house or garage appurtenant thereto, as hereinafter limited and qualified.

The Grantor assumes no obligation whatever to maintain and keep said road in repair. It is expected, however, that all owners of property using said road by virtue of an easement granted to them by the Grantors, shall contribute toward the repair and maintenance of same.

Being the same premises conveyed to the Grantor by Ruth L. Daly by Quitclaim Deed dated February 3, 1968 and recorded in the Cumberland County Registry of Deeds in Book 3176, Page 81 and 82.

Also being the same premises conveyed to Ruth L. Daly and Robert H. Daly as joint tenant by Warranty Deed dated April 17, 1972 and recorded in said Registry of Deeds in Book 3230, Page 131 and Page 184. Robert H. Daly died February 13, 1982 leaving Ruth L. Daly (now known as Ruth L. Barnes) as surviving joint tenant.

Recorded
Cumberland County
Registry of Deeds
08/19/81 09:50:1981
Robert F. Hitchcock
Register

Quit Claim Deed Request

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:

Address:

e-mail:

Phone #:

Category of Business (please check one):

Information Only Public Hearing Report Action Item

Other - Describe:

Agenda Item Subject:

Agenda Item Summary:

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: _____



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

May 9, 2017

Board of Selectman,

The Town of Raymond foreclosed on the properties located at 94 Haskell Ave. account # G1102R (map 30 lot 20). On April 4, 2017 taxes, interest, and lien costs were paid in full and are now up to date needing a Quitclaim.

Thanks,

A handwritten signature in cursive script that reads "Sue Carr".

Sue Carr
Tax Collector

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 GLICOS DAVID G 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 030, Lot 020000000

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 030, Lot 020000000, in the name of GLICOS DAVID G and recorded in said Registry of Deeds.

BK 27261	PG 182	BK 27988	PG 337	BK 28886	PG 316
BK 29838	PG 30	BK 30940	PG 146	BK 31729	PG 51
BK 32517	PG 107	BK 33358	PG 211		

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 JOSEPH BRUNO, TERESA SADAK, SAMUEL GIFFORD, ROLF OLSEN, AND LAWRENCE TAYLOR, thereto duly authorized, this 9th day of May, 2017.

THE INHABITANTS OF THE TOWN OF RAYMOND

_____ By: _____
Witness to All JOSEPH BRUNO, Selectman

_____ TERESA SADAK, Selectman

_____ SAMUEL GIFFORD, Selectman

_____ ROLF OLSEN, Selectman

_____ LAWRENCE TAYLOR, Selectman

STATE OF MAINE
CUMBERLAND, SS.

Personally appeared the aforesaid Selectmen, known to me, this 9th day of May, 2017 and acknowledged before me the foregoing instrument to be their free act and deed in their said capacity.

Notary Public

Network Administrator Contract

GENERAL AGREEMENT FOR SERVICES

This Special Appointment Independent Contractor Agreement (the "Agreement") is made and entered on May 2, 2017 by and between the Town of Raymond, Maine (the "Town") and Woodbrey Consulting ("Contractor") (collectively referred to as the "Parties").

The Parties agree as follows:

1. **SERVICES:** The Contractor agrees to provide services consisting of:

Provide consulting IT Management Information Services as well as outside management of the Town's Broadcast Studio. The specific services to be provided are described and outlined in **Exhibit A**, a copy of which is attached hereto and incorporated by reference.

2. **TERM:** Contractor shall provide services to the Town pursuant to this Agreement for a term beginning on July 1, 2017 and ending on June 30, 2020 (the "Agreement Term"). The Town and Contractor agree that this contract may renew automatically, under the same terms, for two (2) subsequent years. If the Parties wish to amend specific terms of the agreement, they may do so upon written agreement approved and signed by both Parties.

3. **CONTRACT AMOUNT:**

July 1, 2017 through June 30, 2020 \$80,000 per year

Services are paid on a 1/12th equal monthly basis within 10 business days after receiving the monthly invoice from Contractor.

4. **INSURANCE:** The Parties shall each maintain liability insurance during the course of the Agreement term, and shall name the other party as an additional insured on such policies. The Parties shall provide each other with written proof of such liability insurance policies before services commence. Contractor shall maintain its own workers compensation and unemployment insurance as may be required by Maine law during the term of this Agreement, and upon request shall provide the Town with written proof of such insurance coverage.

5. **EXPENSES:** Expenses to be borne by Town and Contractor are as follows:

- (i) Contractor shall furnish its own vehicle for use in performance of Services during normal business hours, and shall maintain insurance for such vehicle.

- (ii) Town agrees to furnish certain materials, tools, space and equipment, except as otherwise specified herein, deemed by the both Parties necessary to satisfactorily perform the Services required by this Agreement.

- (iii) **Procurement Authority:** The Town acknowledges that during the term of this Agreement that Contractor shall purchase or commit on behalf of the Town for certain equipment purchases, repairs, leases, licenses and other items necessary to carry out the terms of and services to be provided under this Agreement, and that Contractor has the Town's authority and permission to do so. Contractor must provide prior notice to the Town of any purchase or commitment exceeding \$1,000.00, and must provide written documentation of all purchases or commitments, regardless of price.

(iv) Contractor shall bear all other expenses incurred in the performance of this Agreement.

6. INDEPENDENT CONTRACTOR STATUS: The Parties agree that the Independent Contractor is, at all times, an independent contractor and not an employee of the Town. As such, Contractor retains at all times the right to control the means and progress of tasks assigned by the Town. The Town may direct desired outcomes. Contractor is not entitled to any employee benefits or legal protections available to employees.

7. WARRANTY: Contractor Warrants:

(i) That it is familiar and will comply with all State Statutes, rules, regulations and orders which may in any way affect the Services.

(ii) That in the performance of its services, it will perform in accordance with applicable standards of conduct for professionals in the field.

(iii) That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the materials, tools and equipment required by section 1 and section 5 of this Agreement.

8. TERMINATION: In addition to any and all other rights "Parties" may have available according to law, if Town or Contractor defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

The Town reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to Contractor, whenever the Town, in its sole discretion, determines it to be in the Town's best interests to do so. In the event of a termination under this provision, the Contractor shall be entitled to receive all compensation earned through the effective date of the termination, as well as an additional payment equal to one-sixth (1/6) of the annual contract amount, as full and final compensation for all services performed or to have been performed under this Agreement.

Contractor reserves the right to terminate this Agreement at any time, upon thirty days prior written notice to the Town, whenever Contractor, in its sole discretion, determines it to be in Contractor's best interests to do so. In the event of a termination under this provision, Contractor shall be available to provided services through the effective date of termination and shall be entitled to receive all compensation earned through the effective date of termination as full and final compensation for all services performed or to have been performed under this Agreement.

9. FORCE MAJEURE: Provided such "Party" gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this

Agreement, if prevented from doing so doing by any cause beyond the reasonable control of said Party.

10. RETURN OF PROPERTY: All drawings, notes, documents, plans and specifications or other material to be developed under this agreement shall become the property of the Town and be promptly delivered to the Town upon the completion of Services under this Agreement or sooner upon Town's request or the termination of the agreement.

11. INDEMNIFICATION: Contractor agrees to defend, indemnify and hold harmless the Town against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of Services under this Agreement by Contractor, its agents, employees, and subcontractors. Contractor further agrees to indemnify and hold the Town harmless from and against any additional cost or expense, including back-up withholding, penalties, interest and insurance premiums, incurred by the Town on account of any invalidation of Contractor's "independent contractor" status by any state or federal office or agency.

12. MISCELLANEOUS:

(i) The Contractor shall identify and supply the necessary machinery, equipment, expertise and personnel to provide services pursuant to this Agreement.

(ii) Contractor shall comply with all local, State and Federal laws, rules and regulations and applicable contracts, including but not limited to the Network Services Agreement.

(iii) Contractor, its agents and employees shall be liable for the negligent performance of duties contracted to Contractor in this Agreement.

(iv) Contractor further agrees that it will maintain a telephone, e-mail, and suitable equipment for the prompt handling of all infrastructure management requirements. Contractor will record all maintenance and service activity and make such records available to the Town of Raymond upon request.

(v) Any controversy or claim arising out of or related to this Agreement that cannot be resolved between the parties shall be submitted to the Superior Court for Cumberland County, Maine.

(vi) Contractor shall be fully responsible to the Town for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, and shall hold subcontractors to the same terms and conditions as Contractor is held under this Agreement.

(vii) In the event, no funds or insufficient funds are appropriated and budgeted for payments due for services to be provided by Contractor, the Town and Contractor agree to terminate this contract at the conclusion of available Town funding. The Town further agrees that, in the event of insufficient funding by the Town at its annual Town meeting, the Town shall notify Contractor no later than two weeks after said annual town meeting.

13. CUMULATIVE RIGHTS: The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

14. WAIVER: The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

15. SEVERABILITY: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

16. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Town Contractor.

17. NOTICE: Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

The Town:

Town of Raymond
401 Webbs Mills Rd
Raymond, Maine 04071

Contractor:

Woodbrey Consulting
20 Egypt Road
Raymond, ME 04071

Either party may change such addresses from time to time by providing notice as set forth above.

18. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

TOWN OF RAYMOND

_____ Dated: _____
By: Don Willard, Town Manager

CONTRACTOR: Woodbrey Consulting

_____ Dated: _____
By: Kevin Woodbrey

EXHIBIT A

**Woodbrey Consulting Inc Proposal for the Town of Raymond
IT Infrastructure Management Services Proposal**

Woodbrey Consulting Inc will be responsible for technology applications in the Raymond, Maine Municipal Government.

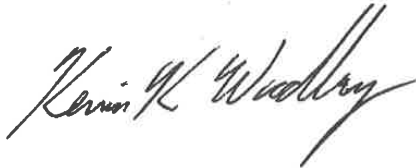
Woodbrey Consulting Inc will have the following responsibilities in the Raymond Municipal Government:

1. Researching technology as it would apply to the Raymond Municipal Government.
2. Planning for the most cost effective use of technology.
3. Budgeting for the life cycling of technology, including implementation, maintenance, and replacement.
4. Installing the technology for the Raymond Municipal Government.
5. Maintaining the technology for the Raymond Municipal Government. This includes being on-call by pager 7x24 with a one hour call back period.
6. Documenting the technology for the Raymond Municipal Government.

Woodbrey Consulting Inc will be responsible for the following existing technology implementations as well as any future technology implementations.

- Computer Hardware - workstations, servers.
- Computer Software – operating systems, utilities, applications.
- Voice - telephone systems, paging.
- Networks – voice and data (Internet, intranet, VPN, VLAN).
- Security – firewalls, VPN's, content filtering, intrusion detection.
- Webmaster – oversight and administration (excluding content) of the Raymond, Maine website and the Casco, Maine website.
- E-mail – Administration of the Raymond and Casco e-mail system.
- Calendars – oversight and administration of the Raymond and Casco calendar system.
- GIS – oversight and administration of the Raymond GIS system.
- Cable TV station – oversight and administration of the Educational and Governmental TV channels and digital editing and broadcast system.

Woodbrey Consulting Inc will meet all requirements as published in the TOWN OF RAYMOND, MAINE, REQUEST FOR PROPOSALS FOR "IT INFRASTRUCTURE MANAGEMENT SERVICES" document and attachments.



RSU #14 Budget Validation Vote

**WARRANT AND NOTICE OF ELECTION
CALLING REGIONAL SCHOOL UNIT NO. 14
BUDGET VALIDATION REFERENDUM
(20-A-M.R.S.A. 1486)**

TO: Michael Duffy, a resident of Regional School Unit No. 14 (the "Regional School Unit") composed of the Towns of Raymond and Windham, State of Maine:

- In the name of the State of Maine, you are hereby ordered to serve upon the Municipal Clerks of each of the municipalities within Regional School Unit No. 14, namely Raymond and Windham, an attested copy of this Warrant and Notice of Election. Service shall be in hand within three (3) days of the date of this Warrant and Notice of Election. The Municipal Clerks of the above municipalities shall immediately notify the respective municipal officers, who shall post the following Warrant and Notice of Election.

**TOWN OF RAYMOND
REGIONAL SCHOOL UNIT BUDGET VALIDATION REFERENDUM
WARRANT AND NOTICE OF ELECTION**

Cumberland ss.

State of Maine

TO: Sue Look, Town Clerk of Raymond: You are hereby required in the name of the State of Maine to notify the voters of this municipality of the election described in this Warrant and Notice of Election.

TO THE VOTERS OF RAYMOND:

You are hereby notified that a Regional School Unit budget validation referendum election will be held in the Town of Raymond on Tuesday, June 13, 2017 at 7:00 a.m. at Jordan Small Middle School, 423 Webbs Mills Road in Raymond for the purpose of determining the following referendum question:

- Question 1: Do you favor approving the Regional School Unit No. 14 budget for the upcoming school year that was adopted at the latest Regional School Unit Budget Meeting?

The polls must be opened at 7:00 a.m. and closed at 8:00 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change in name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Given under our hand this 12th day of April 2017 at Windham Maine.

David A. Dillon
Jana Keenan
Tom Hennessey
Brian Cummings
Kate Burt

Wendy Green
Diana Froisland
[Signature]
[Signature]

A majority of the Regional School Unit No. 14 Board of Directors.

A true copy of the Warrant and Notice of Election, attest:

Michael Duffy
Michael Duffy, Resident of
Regional School Unit No. 14

Countersigned this 9th day of May 2017 at Raymond, Maine

A majority of Municipal Officers of the Town of Raymond.

A true copy of the Warrant and Notice of Election, attest:

Sue Look, Town Clerk
Town of Raymond, Maine