

TOWN OF GRAY
GRAY TOWN COUNCIL
AGENDA • JANUARY 16, 2024

**Gray Town
Council Regular
Meeting**

Town Council Chambers
24 Main Street, Gray, ME 04039
<http://tinyurl.com/ye2xuuvm>
Phone 1-469-708-0487 / Meeting ID: 575 477 669#

7:00 PM

I. OPENING STATEMENT

This meeting will be held in person and online with the link provided in the agenda header. For the Public Hearings, residents can click in to participate or call in using the number provided during the Public Hearings as detailed in the agenda.

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. CONSENT AGENDA 5 MINS

1. Minutes from the Town Council Meeting on January 2, 2024.
2. Minutes from the Town Council Executive Session on January 3, 2024.

V. PUBLIC COMMENTS OF NON-AGENDA ITEMS (LIMIT 3 MINS PER PERSON) 10 MINS

Comments are intended for information sharing, not discussion. Comments in excess of three minutes are welcome at the end of the agenda prior to adjournment. Call 1-469-708-0487 / Meeting ID: 575 477 669#

VI. ADJUSTMENTS TO THE AGENDA 5 MINS

VII. DISCUSSION(S) 7:20PM 20 MINS

1. 2023/24 Volunteer Appreciation Event.

VIII. ACTION ITEMS 7:40 PM

1. To Review and Act Upon Removing from the table consideration of the Maine Department of Transportation (MDOT) Cooperative Agreement for the Village Transformation Project. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council removes from the table consideration to authorize the Town Manager to sign the proposed State of Maine Department of Transportation Cooperative Agreement for multi-purpose design cost sharing for proposed improvements.

2. To Review And Act Upon Approving the Maine Department of Transportation (MDOT) Cooperative Agreement for the Village Transformation Project. **15 MINS**

Proposed motion:

Ordered, the Gray Town Council authorizes the Town manager to sign the proposed State of Maine Department of Transportation Cooperative Agreement for multi-purpose design cost sharing for proposed improvements.

IX. REPORT FROM THE COUNCIL CHAIR 5 MINS - 8:00PM

X. REPORT FROM THE TOWN MANAGER 5 MINS

XI. COMMITTEE REPORTS 10 MINS

XII. COUNCIL CORRESPONDENCE/ACTIVITIES 10 MINS

XIII. ADJOURNMENT 8:30PM

** The Town of Gray is an equal opportunity employer and complies with all applicable equal access to public accommodations law. If you are planning to attend a Town Council or Town committee or board meeting and need assistance with a physical disability, please contact the Town Manager's office at least 48 hours in advance of the meeting to have the Town assist you. 657-3339. TTY 657-3931.*

**TOWN OF GRAY
GRAY TOWN COUNCIL
MINUTES • January 2, 2024**

**Gray Town Council
Regular Meeting**



**Town Council Chambers
24 Main Street, Gray, ME 04039**

7:00 PM

I. OPENING STATEMENT

This meeting will be held in person and online with the link provided in the agenda header. For the Public Hearings, residents can click in to participate or call in using the number provided during the Public Hearings as detailed in the agenda.

II. ROLL CALL

Attendee Name	Title	Status
Krista Chappell	Chair	Present
Matthew Hight	Council Member	Present
Anne Gass	Council Member	Present
Dan Maguire	Vice Chair	Present
Martin Meaney	Council Member	Present

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. CONSENT AGENDA

IV.1 Minutes from the Town Council Meeting on December 19, 2023

MOTION: Ordered, the Gray Town Council approves the consent agenda.

RESULT:	PASSED 5-0
MOTION BY:	Dan Maguire
SECOND BY:	Matthew Hight
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

V. PUBLIC COMMENTS ON NON-AGENDA ITEMS (LIMIT 3 MINS PER PERSON)

Public comments opened at 7:16pm

No comments.

Public comments closed at 7:16pm

VI. ADJUSTMENTS TO THE AGENDA

None.

VII. ACTION ITEMS

VII.1 To Review and Act Upon Approving the Acceptance of a Settlement offer for Gray Fire and rescue account 40-20-1305, in the amount of \$469.60 as an in full payment of an open account with a balance of \$939.20 from December 20, 2020.

MOTION: Ordered, the Gray Town Council accepts a settlement offer for Gray Fire and Rescue account of \$939.20 from December 20, 2020.

Chief Elkanich explained the process about handling overdue amounts and collections.

Chair Chappell read the email from the collections agency.

RESULT:	PASSED 5-0
MOTION BY:	Martin Meaney
SECOND BY:	Anne Gass
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.2 To Review and Act Upon Approving the Acceptance of the Homeland Security Grant in the amount of \$18,125.99 for the purchase of items to support Fire/Rescue needs during an active shooter event.

MOTION: Ordered, the Gray Town Council approves the Acceptance of the Homeland Security Grant in the amount of \$18,125.99 to support the purchase of items to support Fire/Rescue needs during an active shooter event.

Council asked questions about the grant and supplies.

RESULT:	PASSED 5-0
MOTION BY:	Martin Meaney
SECOND BY:	Anne Gass
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.3 To Review and Act Upon Approving the Appointment of Grace Von Allure as a regular member of the Blueberry Festival Committee with a term expiring on August 31, 2026.

MOTION: Ordered, the Gray Town Council appoints Grace Von Allure as a regular member of the Blueberry Festival Committee with a term expiring on August 31, 2026.

RESULT:	PASSED 5-0
MOTION BY:	Martin Meaney
SECOND BY:	Anne Gass
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.4 To Review and Act Upon Approving the Appointment of Valerie Rasza as a regular member of the Open Space Committee with a term expiring on August 31, 2026.

MOTION: Ordered, the Gray Town Council appoints Valerie Rasza as a regular member of the Open Space Committee with a term expiring on August 31, 2026.

RESULT:	PASSED 5-0
MOTION BY:	Matthew Hight
SECOND BY:	Martin Meaney
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.5 To Review and Act Upon Approving the Appointment of alternate member Deborah McKew as a regular member of the Blueberry Festival Committee with a term expiring on August 31, 2025.

MOTION: Ordered, the Gray Town Council appoints Deborah McKew as a regular member of the Blueberry Festival Committee with a term expiring on August 31, 2025.

Council discussed amending their process in the future for updating applications for returning applicants.

RESULT:	PASSED 5-0
MOTION BY:	Martin Meaney
SECOND BY:	Anne Gass
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.6 To Review and Act Upon Approving a Liquor License Renewal and a Special Amusement Renewal for Dickinson Enterprises Corporation d/b/a Tailgate Bar & Grill, located at 61 Portland Road.

MOTION: Ordered, the Gray Town Council approves the Liquor License Renewal and Special Amusement Renewal for Dickinson Enterprises d/b/a Tailgate Bar & grill, located at 61 Portland Road.

Susan Dickinson, owner, explained improvements and some of the processes they went through.

RESULT:	PASSED 5-0
MOTION BY:	Anne Gass
SECOND BY:	Dan Maguire
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VII.7 To Review and Act Upon Approving the Application for Avesta Housing CDBG grant of \$90,000 for property located at 12B Collyer Brook Road.

Council Chair Chappell noted that the Town of Gray is listed as the lead agency. Avesta is looking to rehab the property.

Rain Daugherty of Avesta Housing spoke to clarify the total project number.

Doug Webster asked if Town Staff would be handling the administrative work, but Chair Chappell and Rain Daugherty from Avesta confirmed that Avesta is handling the administrative work, and the procurement for the grant.

Rain Daugherty explained that the County administers the grant, the approval needs to go through the Town, the grant money will come to the Town, and then Avesta gets reimbursed by the Town of Gray.

MOTION: Ordered, the Gray Town Council approves the Application for Avesta Housing CDBG grant of \$90,000 for property located at 12B Collyer Brook Road.

RESULT:	PASSED 5-0
MOTION BY:	Anne Gass
SECOND BY:	Dan Maguire
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

VIII. REPORT FROM THE COUNCIL CHAIR

Chair Chappell thanked Councilor Maguire for covering for her last meeting. There is an executive committee tomorrow at 5:30pm. Congratulations to Dean Bennett on 31 years of service working for the Town and his retirement. Jon Hartt sent a message about a temporary hire for the finance department support position. Budget workshops are coming up, potential resiliency meeting on 2/6, Lacy Antonson wants to meet with Chief Elkanich and Mose Russo about the Blueberry Festival and it could possibly happen at the 2/20 meeting. The festival has gotten quite large and there is a need for a budget for public safety. She met with Councilor Hight after the cannabis workshop from MEMUN and discussed the need for a committee to come up with changes for the cannabis ordinance, they are looking at scheduling time in a workshop in February or March. Received a certified letter that the FEMA flood maps have been updated. She met with Councilor Gass and Dale Doughty about the most recent edits to the cooperative agreement, they are waiting to hear back from him and the MeDOT to see if they can move forward with approving that cooperative agreement, hopefully by 1/16. She took the Vision Zero survey for input from the community, the link is on the website.

IX. REPORT FROM THE TOWN MANAGER

Josh Tiffany watched the storm from out of town and extends his thanks to all who helped during the storm for example: maintaining services, roads, grounds, and specifically Garcelle Devou at the Library for keeping the public updated that the library was open for the public during the storm to come to a place that was warm, had power, water, and even be a place where they could brush their teeth. Thank you to the council for funding the generator for the library.

X. COMMITTEE REPORTS

Councilor Chappell:

- Ordinance Advisory cancelled meeting due to the storm, meeting again on 1/11
- GPCOG Executive Committee reconvening on 1/16
- Joint leaders meets 1/11

Councilor Maguire:

- Planning board meets 1/11

Councilor Hight:

- Recreation Committee meets 1/8
- Dry Mills Committee meets 1/15
- GCTV committee met 12/27 and had a presentation from Randy Visser about legislation that the Maine Media Association has been working on to help towns with the franchising opportunity with cable companies. Kyle Hadyniak reported from the Alliance for Community Media Conference in Vermont, he took workshops for building teams, media justice, saw vendor tech presentations, and he spoke about what a diverse experience it was. Franchising effort is why the Town received a “windfall” from Spectrum last budget cycle.

Councilor Gass:

- Open Space Committee
- Resiliency Committee
- CEDC has no quorum.

Councilor Meaney:

- Zoning Board of Appeals met 12/27 with three requests for variance. The first was for Bentley Mayer properties for sign height, which was granted. The second was granted to Robert and Joanna Ritchie for building one additional housing unit. The third variance request was for SRB Property Holding and was tabled. Brad Fogg and Georgia Woodbury are looking to take a course at the University of Michigan for Zoning Board which would cost \$125 each.
- Finance Committee TBD
- Wild Blueberry Festival Committee meets in January TBD, festival is August 10th.
- Planning Board meets 1/11

XI. COUNCIL CORRESPONDENCE/ACTIVITIES

Councilor Chappell: Received Mr. Chapman and Fossett’s emails, but she will get back to them tomorrow.

Councilor Maguire: Heard from Bill Chapman and Gerland Fossett about their planned work on Deer Acres. Received an email from Derek Shirley who took issue with Councilor Maguire’s participation at the ZBA meeting last week. SRB Holding has asked for a building permit at the lot of N. Raymond Rd. and Rt. 26, no part of that lot is eligible for a curb cut according to MeDOT. The owner is asking ZBA for variance because they were not aware of that before purchasing the lot. ZBA has tabled the decision on that intersection.

Councilor Gass: Received an email from Ryan Fecteau from the Governor’s Office of Policy Innovation and the Future advising that their office had a complaint about Avesta’s proposed Meadowview II project. VTP committee is meeting Friday, they are waiting for the feedback from MeDOT Dale Doughty on the VTP cooperative agreement. They did get feedback from the legal team about the cooperative agreement. Vision Zero meets Thursday. Received another note from Bill Chapman about his issue with a driveway on Route 100. Had a note from a resident of Meadowview who keeps an eye on the paved path between Hancock Street and the Plaza on Portland Rd. and they reported that someone is riding a dirt bike on that trail which is not allowed.

Councilor Hight:

Councilor Meaney:

XIII. ADJOURNMENT

MOTION: Ordered, the Gray Town Council adjourns at 8:22pm.

RESULT:	PASSED 5-0
MOTION BY:	Dan Maguire
SECOND BY:	Martin Meaney
AYES:	Krista Chappell, Dan Maguire, Martin Meaney, Anne Gass, Matthew Hight

CLZ

TOWN GRAY
GRAY TOWN COUNCIL EXECUTIVE SESSION
MINUTES • JANUARY 3, 2024

Town Council Chambers
24 Main Street, Gray, ME 04039
<http://tinyurl.com/bdezjpn3>

**Town Council
Executive Session**

5:30 PM

II. ROLL CALL

Attendee Name	Title	Status
Krista Chappell	Chair	Present
Matthew Hight	Council Member	Present
Anne Gass	Council Member	Present
Dan Maguire	Vice Chair	Present
Martin Meaney	Council Member	Present

Also in attendance: Joshua Tiffany (Interim Town Manager) and Don Gerrish (Eaton Peabody Consulting)

EXECUTIVE SESSION

The Gray Town Council will enter into Executive Session under MRS Title 1 Chapter 13 Section 405.6.a to discuss personnel matters.

Motion to enter into Executive Session under MRS Title 1 Chapter 13 Section 405.6.a made by Councilor Hight, Second by Councilor Meaney, all in favor.

Entered Executive Session at 5:32 PM.

ADJOURNMENT

Motion to adjourn made by Councilor Gass, Second by Councilor Meaney, all in favor.

Adjourned Executive Session at 6:19 PM.



MaineDOT use only

TEDOCS #: Insert TEDOCS #
 CTM #: Insert CTM #
 CSN #: Insert CSN #
 PROGRAM: Bureau of Planning

***Non-monetary Agreement
 (May be amended to Receivable Agreement)***

Receivable Party: <ul style="list-style-type: none"> Municipality of Gray 	Agreement Begin Date: Upon full execution
Vendor Number: <ul style="list-style-type: none"> Municipality: _____ 	Agreement Completion Date:
Funding Sources - WIN: 24613.10 <ul style="list-style-type: none"> Federal Share: \$0.00 MaineDOT Share: \$250,000.00 Municipality Share: \$0.00 	Estimated Total Project Design Cost: \$650,000.00
CSN#:	Agreement Receivable Amounts: Municipality Share: \$0.00 unless Initial Design Phase exceeds \$250,000 or unless further modified
AMS Advantage #:	Program: Planning/Project Development - Village

NOTE: The information in the table above is for administrative purposes only and is not a legal component of the attached agreement.

*Administrative Cover Page
 Cooperative Agreement
 Gray Village, Main St/Route 202 and Yarmouth Road/Route 115 - Project Design
 (contract begins on following page)*

State of Maine
DEPARTMENT OF TRANSPORTATION
COOPERATIVE AGREEMENT

For Multi-Project Design Cost Sharing for
Proposed Improvements to Gray Village Segments
Main Street/Route 202 and Yarmouth Road/Route 115
Gray, Maine

This Cooperative Agreement (the “Agreement”) is entered into by and between the **Maine Department of Transportation**, an agency of state government with its headquarters located at 2 Child Street, Augusta, Maine (“MaineDOT”) and the **Municipality of Gray**, a municipal corporation with its principal administrative offices located at 24 Main Street, Gray, Maine 04039 (the “Municipality”) (MaineDOT and the Municipality are collectively referred to as the “Parties” or sometimes a “Party”).

RECITALS

- A. MaineDOT has previously programmed a preliminary engineering project (WIN 24613.0) for highway rehabilitation of Route 202 in Gray (also known as Main Street), extending from Route 26 northerly along Main Street for approximately 2.90 miles (the “Main Street Project”).
- B. MaineDOT has now divided the project into two portions, the portion north of Wayne Avenue is moving to highway rehabilitation, while the portion south of Wayne Avenue is advancing as a Village Partnership Initiative.

The Municipality has previously contracted with Gorrill Palmer Consulting Engineers, Inc. (“Gorrill Palmer”) and Principal Group (“PG”) to develop a vision for improvements to Gray Village (the “Gray Village Development Vision”) that includes consideration of traffic calming measures, bicycle/pedestrian improvement, and aesthetic features.

- C. In connection with the Gray Village Development Vision, the Municipality applied for and was granted a Municipal Partnership Initiative (MPI) grant from MaineDOT for improvements to a segment of Route 115 (also known as Yarmouth Road) extending from Main Street’s intersection with Yarmouth Road and extending along Yarmouth Road for approximately 0.65 miles (WIN 25033.14) (the “Yarmouth Road Project”). The Parties have not yet entered into a written MPI grant agreement for the Yarmouth Road Project (the “MPI Agreement”).
- D. The Municipality, at its own expense, hired Gorrill Palmer to design and oversee construction of the anticipated Yarmouth Road Project (the “Gorrill Palmer Yarmouth Road Design”), but has not further developed the Yarmouth Road Project.
- E. The Parties have agreed that, by bundling together MaineDOT’s Main Street Project south of Wayne Avenue and Gray’s Yarmouth Road Project (the “Combined Project”), both Parties

can benefit from cost savings and the Combined Project may prove to be a viable candidate for competitive special federal funding (the “Federal Funds”).

- F. In anticipation of the Parties jointly pursuing the Federal Funds, MaineDOT is prepared to invest its programmed Main Street Project funds into the initial design phase of the Combined Project and to utilize the Gorrill Palmer Yarmouth Road design in lieu of collecting a local share from the Municipality for the Combined Project’s initial design phase.
- G. The scope of the Combined Project is further set out in the *Scope of Work* section of this Agreement.
- H. The purpose of this Agreement is to set out the Parties’ responsibilities for the initial design phase of the Combined Project and to set out future funding conditions that could influence whether the Parties proceed with the final stages of design and subsequent construction of the Combined Project. Nothing in this Agreement is intended to obligate the Parties to advance the Combined Project beyond the initial design phase described herein. When and if the Parties allocate additional funding to the Combined Project, the Parties will enter into a separate Final Design and Construction cost-sharing agreement (s).

AGREEMENT

NOW, THEREFORE, in accordance with the foregoing, the Parties agree as follows:

1. Appendices:

The following appendices are hereby incorporated into this Agreement:

- Appendix A – Aerial depiction of the Combined Project Overview

2. Purpose, Need, and Scope of Work:

a. Purpose:

The Gray Village Transformation Project (VTP) will rebuild the arterial highways and streets of the Village to increase safety, accessibility, and comfort for all users. The VTP will use a holistic approach to create multimodal-supportive streets that strengthen the existing village design by reconstructing intersections, replacing stormwater drains, and building infrastructure that improves safety and accessibility for bicyclists and pedestrians while improving circulation/routing for motorists, emergency vehicles, transit, and freight. AASHTO highway design guides NACTO design guides and Maine DOT’s Complete Streets policies will be incorporated into the design. When complete, the VTP will support attainment of State of Maine and Town of Gray climate action and sustainability goals.

b. Needs:

The existing project area has numerous infrastructure and operational deficiencies and does not meet the needs of its various users. The VTP will balance and address the following needs by creating:

- Add design standards for all future utilities, including electricity, broadband, sewer, and gas
- Simpler, cleaner and better-defined intersection movements;
- Improved, signalized and shorter pedestrian crossings;
- Safer bicycle and pedestrian infrastructure throughout the Village that meets accessibility and ADA requirements;
- Signage, signaling, turning lanes, and speed-slowng measures that enhance safety for all legal vehicle configurations;
- An updated stormwater drainage system that improves safety for all Village users and supports existing and planned residential and businesses.
- Better physical feedback for vehicle speed compliance,
- Reduction of unnecessary intersection legs and improved asset management;
- An enhanced New England village character.

c. Scope of Work:

i. The scope of work for this Agreement (the “Scope”) will include design of the Gray Village Combined Project, up to but not including the point of proceeding with any necessary right-of-way acquisition activities (the “Initial Design Phase”). Taking into consideration the above-described purpose and needs statements, the Scope will include designed highway rehabilitation of the following areas, as further depicted on **Appendix A**, attached hereto:

- Main Street, extending from the terminus of the I-95 North bound Ramps northerly along Main Street for approximately 0.82 miles to Wayne Avenue;
- Yarmouth Road, beginning at its intersection with Main Street and extending along Yarmouth Road for approximately 0.65 mile to a point that is approximately 0.11 mile east of Hillcrest Drive.
- Intersection improvements at the following locations:
 - Intersection of Main Street (Route 202) and Routes 100 and 115;
 - Intersection of Main Street with Shaker Road and Brown Street;
 - Intersection of Main Street and Colley Hill Road;

ii. The Scope of the Initial Design Phase will consider the Municipality’s desire to incorporate the following elements into the Combined Project, recognizing, however, that financial limitations, space limitations, environmental and other constraints may make some elements impractical or cost prohibitive:

- Eleven (11) foot travel lane widths;

- Shoulder widths of (3) feet or less, as appropriate to the design context including street design elements of Main Street and the transitional areas leading into the village area;
 - Multi-use lanes and sidewalks where appropriate;
 - Parallel on-street parking, where possible;
 - Bicycle/pedestrian friendly roadways throughout the project area;
 - American with Disabilities Act (ADA) Compliance for all bike and pedestrian facilities within and adjacent to the project area;
 - Visual cues and traffic calming measures to support motor vehicle target speeds consistent with a village setting in the segment of Main Street between Colley Road and Brown Street/Route 26, including pedestrian crossings and improved intersections;
 - Pedestrian crossings shall align with the Pennell Municipal Complex Village Area Loop Trail (VALT);
 - Intersections with State and State aid Highways designed with WB-67 turning radius movements, except the Shaker Rd./Main St. intersection may be designed to WB-50 turning radius movement. Similar consideration will be reviewed during design for Brown Street/Main Street, Colley Hill Road/Main Street, Brown Street/Yarmouth Road intersections.
 - The possibility of removing the Brown St/Main St intersection and further reconfiguring the Main St/ Route 100/Route 115 intersection to further improve bicycle, pedestrian, and vehicular safety. This may require the acquisition of additional property rights.
- iii. The Scope also includes all Combined Project activities that are outside of the scope of any consultant design contract and performed by or on behalf of any Party as appropriate, including without limitation the following:
- Permitting activities and fees;
 - All related staff engineering costs, including those set out in the *Project Design Development* section of this Agreement.

3. Grant Application and Subsequent Combined Project Phases:

- a. MaineDOT will take the lead in preparing the Parties' joint application for the Federal Funds. If awarded, the Parties agree to allocate the Federal Funds the final design phase and the construction phase of the Combined Project in accordance with the individual party shares further set out in the *Project Cost Sharing and Payment Schedule* section of this Agreement.
- b. In anticipation of Federal Funds being awarded, the Parties shall perform all Initial Design Phase activities in a manner that will preserve the federal eligibility of the remaining phases of the Combined Project.
- c. Nothing in this Agreement will obligate either Party to proceed to any Combined Project Phase after the Initial Design Phase unless sufficient Federal Funds are awarded AND the

Parties have either mutually agreed to a modification of this Agreement to set out final design phase cost allocation or entered into a subsequent construction cost-sharing agreement to set out final construction cost allocations.

4. Project Cost Sharing and Payment Schedule:

- a. **Financial Obligations:** The Parties agree to share in all actual, eligible costs associated with the Combined Project in accordance with the allocations outlined below (each being a “Party Share”) unless otherwise agreed to in writing by the Parties through a written modification to this Agreement, or through a separate, subsequent agreement for construction cost-sharing.
- i. **Initial Design Phase:** The total estimated cost of the Initial Design Phase is **\$250,000.00** (the “Initial Design Phase Estimate”).
- **State Share** (provided through state funds) – all actual, eligible Initial Design Phase costs, up to a maximum of \$250,000.00.
 - **Municipal Share** (provided through the Municipality’s obligation of funds) – 100% of the following Initial Design Phase costs:
 - Any costs deemed ineligible for state participation.
 - All actual Initial Design Phase costs remaining after the State Share has been maximized.
- ii. **Final Design Phase:** Subject to an award of sufficient Federal Funds and a modification to this Agreement setting out an updated estimate and Party Share maximum limits, the Parties will proceed with the remaining design phase activities from the completion of the Initial Design Phase up to the point of advertising for a construction contract (the “Final Design Phase”). The preliminary estimated cost of the Final Design Phase is **\$ 3,000,000** (the “Final Design Phase Estimate”). *The Final Design Phase Estimate is non-binding, advisory, and included herewith for municipal planning purposes only and should not be relied upon by any Party as a financial commitment of future funding.*
- **Federal Share** – (provided through federal grant funds) – 80% of eligible, actual Final Design Phase costs up to a maximum amount of \$ 2,400,000 _____.
 - **State Share** (provided through state funds) – 10% of eligible, actual Final Design Phase costs up to a maximum amount of \$ 300,000 _____.
 - **Municipal Share** (provided through the Municipality’s obligation of funds) – 10% of eligible, actual Final Design Phase costs up to a maximum amount of \$300,000, actual Final Design Phase costs, plus 100% of the following Final Design Phase costs:

- Any costs deemed ineligible for federal and state participation.
 - All actual Final Design Phase costs remaining after the above referenced Party Shares have been maximized.
- iii. **Construction Phase:** Subject to an award of sufficient Federal Funds and the Parties entering into a subsequent Agreement setting out an updated construction estimate and Party Share maximum limits, the Parties will proceed with constructed the designed Combined Project (the “Construction Phase”). The preliminary estimated cost of the Construction Phase is **\$ 31,250,000** (the “Construction Phase Estimate”). *The Construction Phase Estimate is non-binding, advisory, and included herewith for municipal planning purposes only and should not be relied upon by any Party as a financial commitment of future funding.*
- **Federal Share** – (provided through federal grant funds) – 80% of eligible, actual Construction Phase costs up to a maximum amount of \$ 25,000,000.
 - **State Share** (provided through state funds) – 10% of eligible, actual Construction Phase costs up to a maximum amount of \$ 3,125,000.
 - **Municipal Share** (provided through the Municipality’s obligation of funds) – 10% of eligible, actual Construction Phase costs up to a maximum amount of \$ 3,125,000.

b. Payment Schedule:

- i. MaineDOT will pay up front all Initial Design Phase costs, subject to cost sharing by the Municipality, as specified above.
- ii. MaineDOT will invoice the Municipality for the full Municipal Share of the Initial Design Phase costs, if any, upon completion of all Initial Design Phase activities. The Municipality will remit payment in full within 30 days of receipt of an invoice from MaineDOT.
- iii. If the Combined Project progresses to the Final Design Phase, a modification to this Agreement will set out the invoicing time schedule for the Municipal Share of the Final Design Phase costs.

5. Project Design Development

- a. MaineDOT shall prepare, or cause to be prepared, all plans, specifications, engineer’s estimates, and contract documents for the Initial Design Phase using MaineDOT’s standard project development process to ensure adherence to federal and state regulations (the “Project Development Design Materials”). In doing so, MaineDOT will rely on the Gorrill Palmer Yarmouth Road Design, updating it as necessary for Combined Project

needs. If remaining design work is contracted out, MaineDOT will be the sole administrator of such design contract (the “Design Contract”). MaineDOT will share proposed designs with the Municipality at appropriate milestones to ensure that the Municipality has the opportunity to collaborate with MaineDOT on the final design. Notwithstanding such collaboration, MaineDOT will have sole discretion to determine which elements are included in the final design.

- b. As a component of preparing the Project Development Design Materials, MaineDOT shall, at a minimum, be responsible for the following activities, which are outside of the scope of any Design Contract (the Parties acknowledge that certain tasks will only be performed as part of the Final Design Phase process if the Parties have elected to advance the Combined Project to the Final Design Phase):
 - i. Performing all right-of-way related title examination, appraisal, appraisal review, negotiation, and acquisition/condemnation activities for any property rights that must be acquired to accommodate anticipated construction of the Combined Project, and all necessary mapping services reflecting such property acquisitions.
 - ii. Coordinating with affected utilities to identify existing utility locations and/or implementing any utility relocation impacts that may be created by the development of the Combined Project.
 - iii. Performing all necessary National Environmental Policy Act (NEPA) compliance processes for the Combined Project.
 - iv. Performing all necessary permitting activities required in connection with the Combined Project.
- c. MaineDOT will pay up front all Combined Project Initial Design Phase and Final Design Phase costs, subject to cost sharing by the Municipality as specified in the *Project Cost Sharing and Payment Schedule* section of this Agreement.
- d. After completion of the Preliminary Design Report (“PDR”) and a joint decision between the Parties to advance the Combined Project to the Final Design Phase, the Parties will modify this Agreement to reflect the intentions set out in the *Project Cost Sharing and Payment Schedule* section of this Agreement, and MaineDOT will then complete all final design activities. If the Parties elect to then advance the Combined Project to the construction phase, MaineDOT and the Municipality will then execute a construction cost-sharing agreement covering their obligations regarding Combined Project advertisement, award, construction, construction engineering, and cost-sharing (the “Construction Agreement”). A Party’s participation in either the Initial Design Phase or the Final Design Phase will not obligate any Party to move forward with the construction phase without execution of the required Construction Agreement.
- e. The Parties agree to act diligently to advance any selected Combined Project phase in a manner that minimizes the risk of any awarded Federal Funds expiring.

6. **Project Milestones:** MaineDOT agrees to share information about the Combined Project design phases with the Municipality at the following milestones, as appropriate:
- Project kickoff/initial team meeting/formal public contact;
 - Horizontal/Vertical Alignment Complete (HVAC);
 - Preliminary public meeting;
 - Check-in with Municipality
 - Preliminary Design Report (PDR) complete;
 - Formal public meeting(s);
 - Plan Impacts Complete (PIC);
 - Peer reviews;
 - Plans, Specifications, and Estimate (PS&E) complete;
 - Changes in the Project Design schedule, or anticipated Project Phase construction schedules or estimates, as appropriate;
 - As requested by the Municipality as part of regular project coordination activities.
7. **Public Involvement:**
- a. MaineDOT and the Municipality in partnership shall be responsible for implementing and leading all required public involvement activities and any necessary media coordination associated with the Project Design. The Parties agree to proactively participate as partners in all such actions and will present the Project Design as a cooperative effort between the Parties through all aspects of public involvement.
 - b. The Municipality will provide meeting space, audio visual aids, etc., during in-person and hybrid public meetings associated with the Project Design as appropriate and will coordinate with MaineDOT to determine the most effective way to hold such meetings.
 - c. The Municipality will take the lead on public involvement activities if requested by MaineDOT.
8. **Changes to Project Scope:**
- a. MaineDOT will consult with the Municipality before implementing any adjustments to the Scope of the Combined Project as set out in the *Purpose, Need, and Scope of Work* section of this Agreement.
 - b. The Municipality may, at its election, request that changes be made or work added to Combined Project during the design phases that benefit the Municipality, provided that the Municipality agrees in writing to pay any additional cost associate therewith. In the event that such changes or work are approved for federal participation in the cost thereof, such additional cost may be reduced to the non-federal share.
9. **Termination:**
- a. MaineDOT reserves the right to terminate any design phase of the Combined Project for any reason prior to the award of a Design Contract. If MaineDOT's termination under

this clause is not directed by the Municipality, MaineDOT will be responsible for covering all outstanding design phase costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the affected design phase up to the time of termination.

- b. If the Municipality withdraws its financial support for the Combined Project leading MaineDOT to terminate the Design Contract, the Municipality shall reimburse MaineDOT fully for all outstanding design phase costs, expenses, penalties, and/or liabilities expended, committed, or imposed in reliance on the Municipality's financial obligations set out herein, including, but not limited to, reimbursement of all federal and state funds expended up to the time of such termination.
- c. This Agreement may be terminated at any time by mutual written agreement of the Parties provided that such written agreement will address the allocation between the Parties of any outstanding costs, expenses, penalties, and/or liabilities expended, committed, or imposed in connection with the Combined Project as of such date of termination.
- d. In no event shall any such action taken under this subsection be deemed a breach of contract, nor shall it represent any individual Party's waiver of claims for breach of contract or its right to any other remedy it may have pursuant to this Agreement, or at law or in equity.
- e. In the event of Combined Project termination, all provisions of this Agreement shall become null and void except for the applicable financial obligations set forth herein, as well as those provisions to this Agreement that by their very nature are intended to survive.

10. General Provisions:

- a. The Municipality shall not require MaineDOT or its contractors to pay for Municipal inspections and permits associated with the Combined Project.
- b. The Parties agree to comply with and abide by all applicable state and federal laws, statutes, rules, regulations, standards, and guidelines, including the Manual of Uniform Traffic Control Devices (the "MUTCD"), the Americans With Disabilities Act ("ADA"), the Occupational Safety and Health Administration ("OSHA") standards, and all Agreement provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this Agreement.
- c. State of Maine's Rights of 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 of Maine's option to withhold for the purposes of set-off monies due the Municipality under a specific project contract up to any amounts due and owed to MaineDOT with regard to this Agreement and any other agreement/contract with any State of Maine department or agency, including any agreement/contract for a term commencing prior to the term of this Agreement, plus any amounts due and owed to the

State of Maine for any reason including without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MaineDOT, its representatives, or the State Controller. When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover the amount owed.

- d. Non-Appropriation. Notwithstanding anything herein to the contrary, the Parties acknowledge and agree that although MaineDOT's execution of this Agreement manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, by law any such obligations are subject to available budgetary appropriations by the Maine Legislature and the federal government and, therefore, this Agreement does not create any obligation on MaineDOT's behalf in excess of such appropriations.
- e. Municipal Authority. The Municipality represents that it has received all necessary approvals or authorizations by its governing authorities to approve the Initial Design Phase and enter into this Agreement, and that it commits to obligate the necessary funds to satisfy its obligations identified herein.
- f. Assignment. No assignment of this Agreement is contemplated, and in no event shall any assignment be made without MaineDOT's express written permission.
- g. Amendment and Modification. This Agreement, and all attachments, may only be modified or amended in writing and signed by duly authorized representatives of all Parties.
- h. Binding Effect. The Parties shall be bound by the terms of this Agreement. This provision shall apply to the Parties' successors, administrators, and legal representatives.
- i. Independent Capacity. The Municipality, its respective employees, agents, representatives, consultants, and contractors shall not act as officers, employees, or agents of MaineDOT.
- j. Indemnification. To the extent permitted by law, the Municipality shall indemnify, defend (subject to approval of the State of Maine Attorney General), and hold harmless the State of Maine, its officers, agents, and employees from all claims, suits, or liabilities arising from the Municipality's own negligent or wrongful acts, errors, or omissions or that of its officials, employees, agents, consultants, or contractors. Nothing herein shall waive any defense, immunity, or limitation of liability that may be available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or any other privileges or immunities provided by law. This provision shall survive the termination or expiration of this Agreement.
- k. Governing Law. This Agreement shall be construed under the laws of the State of Maine. Additionally, all activities under this Agreement shall be performed in accordance with

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and date last signed.

For Municipality:

Print Name: _____ * Date _____
Title _____
Municipality of Gray
Duly authorized

For MaineDOT:

Date _____
Dale Doughty, Director, Bureau of Planning *
Maine Department of Transportation
Duly authorized

** I certify that the signature above is true and accurate. I further certify that the signature, if electronic: (a) is intended to have the same force as a manual signature; (b) is unique to me; (c) is capable of verification; and (d) is under my sole control.*

11.30.2023

Gray MDOT Cooperative Agreement Notes – K. Chappell

- p. 2, RECITALS, Section A, references 26A, which is now designated as 26 (include street names with route names for clarity). Match Scope of Work outlined on p. 5 under section i.
- p. 2, RECITALS, Section B, paragraph one, second project south of Wayne Ave. noted as Village Partnership Initiative, official DOT program, is project designated as such? Was not prior.
- p. 2, RECITALS, Section B, paragraph two, change “Gray Village Development Vision” to “Gray Transformation Project.”
- p. 2, RECITALS, Section C, see note prior note -- “Gray Transformation Project.”
- p. 3, RECITALS, Section H, can we specify an estimated timeline for determining if Parties will advance beyond initial design phase?
- p. 4, AGREEMENT, Section 2, part b, need bullet addition to incorporate road space for potential future underground infrastructure, including utilities and sewer
- p. 5, AGREEMENT, Section 2, part c, bullet four under i, change “Route 201” to “Route 202.”
- p. 6, AGREEMENT, Section 2, part c, bullet seven under ii, include *specific* “motor vehicle target speed” of 25 MPH
- p. 6, AGREEMENT, Section 2, part c, bullet eight under ii, “to the extent practical, pedestrian crossings that align with the Pennell ...” -- would prefer to see more of a commitment with this language
- p. 9, AGREEMENT, Section 5, part a, lines 7-9, what is the definition of “appropriate milestones”? Want to ensure any proposed designs are still in *draft* phase at Municipal review.
- p. 9, AGREEMENT, Section 5, part b, MDOT responsible for listed activities – will Municipality have input before finalized? Particularly need input before a final PDR noted in part d.
- p. 10, AGREEMENT, Section 6, need added design check-in bullet prior to Preliminary Design Report (PDR) completed bullet (see prior note for part b)
- p. 10, AGREEMENT, Section 6, last bullet notes information sharing “as requested by the Municipality...” Would like additional bullet noting coordination of regular check-in meetings.
- p. 11, AGREEMENT, Section 10, part a, are costs associated with “Municipal Inspections and permits” permit fees dictated by municipal zoning?
- p. 12, AGREEMENT, Section 10, part d, if any planned work is ultimately not budgeted through State or Federal appropriations, will the MDOT assist in securing alternative funding (e.g., MPI, etc.)? Prior conversations with Council indicated there was willingness in this area.



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

OFFICE OF THE TOWN MANAGER

Joshua Tiffany, Interim Town Manager
jtiffany@graymaine.org
(207) 657-3339

November 30, 2023

RE: Notes on MDOT Cooperative Agreement

- Page 6, Section 5, SS a
 - o “Notwithstanding such collaboration, MaineDOT will have sole discretion to determine which elements are included in the final design.”
 - o Is this a standard approach for working with MDOT? It does seem to be giving away a fair amount of control and authority on the final vision of the project.
- Page 8, Section 8, SS a.
 - o “MaineDOT will consult with the Municipality before implementing any adjustments to the Scope of the Combined Project as set out in the *Purpose, Need, and Scope of Work* section of this Agreement.”
 - o Similar to above, MDOT “consulting” with the Town could be construed to mean they just need to notify us of any changes to the Scope and that if we disagree, there is no recourse since we have been “consulted”. Again, it feels like giving away a fair amount of possible control.
- Page 9, Section 10, SS c.
 - o Does the Town have any right of set-off?
- Page 10, SS j
 - o Does the indemnification go both ways?

October 16, 2023

TO: Josh Tiffany, Interim TM
FROM: Doug Webster, Planning
RE: Possible MeDOT MOU elements

All MeDOT projects per draft MOU: Yar. Rd., Main St., Rt. 100 N. to NG line:

Willing to follow model road cross-section to allow for utilities to be in specified locations
GWD accustomed to working with G-P; any options for water main infrastructure
MeDOT stormwater (SW) design typically to 10-yr. storm; town looking for increased capacity
Gray also looking into private SW tie-ins; MeDOT willing to let G-P do SW specs then to DOT
Gray considering under-ground (UG) utilities for key intersections; MeDOT willing to consider
Several desired intersection reconfigurations; Colley Hill, Brown/Shaker, Yar./West Gray, & Brown/
Yar. If town were to acquire i.e. Manny's & move monument, work for MeDOT, \$ credit for
Overall street design inc. lighting, esplanades, landscaping, etc.; MeDOT support

Yarmouth Road improvements:

Honor 60' ROW (not 66') & minor reductions promised to residents
G-P SW design called for i.e. double-grate catch basins for flows; honor G-P SW design
Able to convert G-P well-developed plans
Resident property specific requests/promises i.e. stonewall replace, tree re-plant, drainage, etc.

Main St./Rt. 100 N. to NG line:

May need to fine-tune point of beginning for Rt. 100 N. pending end of village area re SW
G-P looking at Trestle Way area (per town request) re increasing under Rt. 100 culvert sizing
Willing to allow G-P to arrive at SW perf. specs then to MeDOT; State pay base & town pay additional
Town would like to allow private properties to connect to increased SW capacity & intends to
(conceptually) recoup increased SW capacity by fess to private property owners
MeDOT willing to help study/resolve SW outfall capacity; under MTA, Rt. 115/202 at Howell's
If town studies/resolves, MeDOT help with permitting & \$ credit for given historic sediment build-up
Town exploring viability of sewer for (at least) majority of Main Street to allow increased density/uses



TOWN OF GRAY

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OFFICE OF THE ASSESSOR

Lauren Asselin, Assessor
lasselin@graymaine.org
(207) 657-3339 ex. 112

January 11, 2024

Assessing Department Report to the Town Manager (12/1/2023 – 12/31/2023):

- 12/4 – Met with resident to discuss lot split and Farmland withdrawal penalty
- 12/5 – Printed Transfer Tax Forms and Deeds for November
- Assisted with Quit Claim Deed for 384 Portland Road
- Finalized and submitted FY25 preliminary Assessing budget
- 12/6 – Submitted State audit documentation
- 12/13 – Prepared maps for the Downtown Transition Project
- 12/14 – Maine Chapter of IAAO board meeting
- 12/26 – Met with Viewshed to discuss mapping capabilities
- 12/27 - Completed Avesta Housing map updates

Other Activities/Accomplishments:

- Performed Assessor inspections
- Processed property sales for June and July 2023
- Input property updates
- Followed up with KRT Appraisal related to upcoming Revaluation/Equalization project



TOWN OF GRAY

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CODE ENFORCEMENT OFFICE
Tammy Munson, Lead Code Enforcement Officer
ceo@graymaine.org

December 31, 2023

To: Josh Tiffany, Interim Town Manager
From: Tammy Munson, Lead Code Enforcement Officer
RE: Code Office Monthly Report (December 1, 2023 – December 31, 2023)

Please find the attached information below.

Inspections Performed:

Building Foundations - 4
Building Rough-in*- 5
Building Insulation - 3
Building Final**- 8
Electrical - 25
Plumbing/Septic - 21
Tree Inspection - 1
In Office and Site meetings***20

Permits Issued:

Building - 15
Plumbing - 12
Electrical - 18
Dock - 0
Pool - 0
Tree Removal - 1
Signage - 1
Driveway - 5

*Rough-In Inspection may consist of framing, electrical, and plumbing inspections all done at the same time.

**Building Final may consist of final inspections of new single-family dwellings including final building, plumbing and electrical. This also includes finals for new businesses, decks, sheds, etc.

***This would include Town Manager meetings, licensing inspections, potential violations, land use investigations, and assisting in office with shoreland zoning permits.

Monthly Accomplishments:

The Code Enforcement Administrative Assistant is working closely with one of the Deputy Code Enforcement Officers creating, updating, and enhancing educational handouts regarding various code requirements. They are also redoing multiple applications for them to be more user friendly. The Deputy Code Officer followed up on several Notice of Violations regarding compliance. The office assisted the public with multiple appeal applications.

Monthly Appeals:

The Board of Appeals heard 3 variance requests this month. The Board granted 1 signage appeal and 1 practical difficulty appeal. The Board tabled the third appeal which is a driveway entrance appeal.

Town Council Tracking Worksheet Items and Ongoing Goals:

To improve permitting and daily communications with the public. We will continue to strive to improve this and hope to become a sought-out resource within the Community.



TOWN OF GRAY

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Kyle Hadyniak
Interim Director of
Communications and
Information
207-657-3339 x116

Hi Josh,

Below is the December 2023 report from the Department of Communications and Information:

- New Time Clock Plus hardware was installed in the library on December 12. The library is serving as a testbed before similar hardware is installed in other Town buildings.
- The Fire Department's uninterruptible power supply (UPS), which provides power to critical IT systems if the building loses power, died on December 17. We are working with our vendor to get new UPS ASAP. The Fire Department does have a generator that will cover IT systems should the building lose power, but this isn't the ideal solution.
- Total Helpdesk calls: 17.
- Issued [public](#) and staff notices about the Town of Gray's switch from Zoom to Microsoft Teams.
- Published [FY23 Annual Report](#) on December 14.
- Published [December News About Town newsletter](#), which includes a Year in Review. A [video version](#) of the Year in Review was published soon after.
- C/IT began two-factor authentication (2FA) rollout, starting with department heads. 2FA substantially reinforces the Town of Gray's security posture.
- Helped publicized [GPCOG initiative](#) regarding safer Maine roads.

Thanks,
Kyle Hadyniak
Interim C/IT Director



TOWN OF GRAY

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FACILITIES & PARKS DEPARTMENT

Mo Russo III, Director
mrusso@graymaine.org
207-657-3339 ext.131

January 2, 2024

Department of Buildings and Grounds Report to Town Manager 12/1-12/31/2023

- 12/05 Attended Council meeting
- 12/11 Transported two pallets of batteries to Auburn for Transfer Station
- 12/14 Met with Recreation Director, Town Planner, Development Director to discuss Stillwater Parcel
- 12/14 Wild Blueberry Festival Committee Meeting
- 12/18 Transported a pallet of batteries to Auburn for Transfer Station
- 12/19-12/21 Worked on storm cleanup at Libby Hill and various town properties
- 12/28 Dean Bennetts Retirement Reception
- 12/29 Dean Bennett Retired after 31 years of service to the Town of Gray

Town Council Tracking Worksheet Items:

- N/A

Other Activities / Accomplishments:

- On December 5th the municipal sewer line at the Transfer Station was successfully jetted. Due to the increased cost of having a plumbing contractor come into perform the service the Department purchased a high pressure washer and jetter conversion system. This will allow for the line to be cleared on a semi annual basis. After jetting the line it was video inspected and determined that the line will need to be snaked to clear foreign objects in the line. A power snake was purchased to accomplish this. Funds for these purchases came from the ARPA project MSW Drain Line. These purchases will better suit the needs of the Town than having unexpected expenses of calling in a plumbing contractor to provide the services.
- 23 calls for Service

Challenges / Obstacles Requiring Assistance Outside of the Department:

- Congratulations to Dean on his retirement. We wish him all the best.



TOWN OF GRAY

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ADMINISTRATION

Justine Hutchings, Finance Director
finance@graymaine.org
(207) 657-3339 x103

January 4, 2024

Finance Department Report to Town Manager (12/01-12/31/2023):

- 12/7: Established a new account with our bank, a Lease Escrow account, to administer the funds for the vehicle lease agreement we've recently entered.
- 12/8: Met with Michael Johnson from Paymerang
- 12/13: Met with Paymerang's technical lead to discuss what reports they would require from Trio to establish a working relationship. Made introductions to Trio tech support.
- 12/13: Met with Ron Smith from RHR, via phone call, to discuss our auditing needs. The plan is to arrange a meeting following the holidays to examine where our finances currently stand, develop a plan a plan to begin the audit and negotiate a contract.
- 12: over the course of a few days, I investigated the Nonmajor Permanent Funds inquiry mentioned in last month's report. I require more information before I can determine the payment due to the Gray Cemetery Association. This is an ongoing task.
- 12/27: Searched for any records containing reference to "Paymode." There were no files found. Caught up on FY24 Paymode journal entries, FY23 Paymode journal entries will be done at a later date.
- 12/27: Conducted general record review and clean-up.



TOWN OF GRAY

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ADMINISTRATION

Jonathan Hartt, Human Resources Director
jhartt@graymaine.org
(207) 657-3339 x102

January 11, 2024

Human Resources Report to Town Manager (December 1 – December 31, 2023):

Recent Activities:

- 12/1: Post 12/5 Council meeting packet
- 12/5: Remotely attend Council meeting
- 12/6: Publish and distribute revised Personnel Policy
- 12/6: Serve as Acting Town Manager until Josh Tiffany's return on 12/26
- 12/7: Post 12/14 Executive Session agenda
- 12/7: Announce Dean Benett's retirement
- 12/8: Town Payroll
- 12/12: Post 12/19 Council workshop and meeting agendas
- 12/12: Install new TCP timeclock at the Library
- 12/13: Email Department Heads reminders in lieu of DH meeting
- 12/14: Send 2024 holiday calendar invites to All Staff
- 12/15: Provide 2024 annual enrollment information to benefits providers
- 12/18: Invite Department Heads to Town Manager interviews on 1/3
- 12/18: Close Town offices at 2:00 p.m. due to weather conditions
- 12/21: Announce the hiring of a full-time Firefighter/EMT and a part-time Transfer Station Attendant
- 12/22: Town Payroll
- 12/22: Observe holiday
- 12/25: Observe holiday
- 12/26: Submit FY25 Human Resources draft budget
- 12/28: Hold Retirement Reception for Dean Bennett

Other Activities/Accomplishments:

- Administrative support
 - Served as Acting Town Manager in December
 - Supported Finance with cash receipting and financial reporting
 - Produced Council meeting agendas and packets on the Clerk's behalf
 - Benefits management
 - Managed Town payroll, onboarded new hires, coordinated staff departures
 - Began TimeClock Plus payroll module training and account set-up
 - Policy development
 - Posted approved Personnel Policy revision
-

- Recruitment and selection
 - Communicated with Department Heads and the Digital Media Coordinator regarding job postings
 - Responded to applicants, prepared interview materials, checked references

Challenges/Obstacles:

- Staffing
 - Adequate staffing and Administrative support is essential to meet the town's growing needs effectively.
 - ⇒ We continue to interview for the Assistant Clerk position to support the Clerk and other Administrative functions to implement overdue goals.
 - ⇒ We seek to hire a temporary Finance Assistant to support the Finance Director with Accounts Payable during this budget period.
- Pay and benefits administration
 - Ongoing maintenance and internal review to ensure compliance, such as:
 - Time Reporting
 - ⇒ We are rolling out new timeclocks, starting with the Library. The Town's service contract includes TimeClock Plus software, which promises to automate timekeeping and absence requests. But it has required a significant time investment on setup and testing.
 - Employee Information
 - Payroll Processing
- Coaching and performance management
 - My current focus is building the Town's TimeClock Plus infrastructure and training Department Heads on its implementation.



TOWN OF GRAY

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PLANNING DEPARTMENT

Doug Webster, Director of Planning
dwebster@graymaine.org
(207) 657-3339

Planning Department Report

To Town Manager for 12-05-23 to 1-4-24:

- On-going correspondence with developers keeping escrows & bond info current
- Continued work with GIS consultant to enable interactive layers for new zoning map
- Continued inter-departmental and town PE coordination re multi-use field part of Stillwater CZA including on-site verification of property line location with owner
- Continued follow-up on post-approval requirements for PB-approved projects, including pre-construction meeting for senior housing project working towards issuing permit
- On-going coordination with finance ensuring invoices from proper accounts
- On-going payroll verification; various planning staff out of office for sick time
- Attend DH/DL interviews with Manager candidates on 1-3

Town Council Tracking Worksheet Items:

- Further refinement of initially proposed new zoning district boundaries
- Continued efforts towards subdivision amendments for new Statute requirements
- Correspondence with road assoc. reps regarding possible future options pending TC
- Compile FY 25 budget for Comm Dev
- Attend cannabis update on 12-13

Main Street/Yarmouth Road/Rt. 100 North Improvement Projects:

- Continued correspondence regarding Main St./Yar Rd. improvements & next steps
- Attend village/MeDOT & related meetings including 12-6
- Continued coordination of requested adjustments to MeDOT plans for Rt. 100 N.
- Meet with property owners on 12-18 re possible next steps given MeDOT scope

Other Activities / Accomplishments:

- Recon status & details of discontinued town road for property owner
- Provide historical septic designs for prior project to engineering consultants
- Review and meeting prep/participation for Planning Board meetings each month
- Prepare and participate in Open Space Committee meeting on 12-13
- Review, prepare materials and participate in Staff Review Committee meeting, 12-18-23
- Participate in subdivision site walk
- Meetings/provide materials for ZBA meetings
- Log maintenance credits to Am. Plng. Assoc National conf. for AICP certification
- Attend IRC (Building code) training on 12-6 and MBOIA (Lewiston) on 12-7

Challenges & obstacles requiring assistance outside of the Department:

- Input regarding appropriate TIF for village-related G-P invoice

Town Manager Monthly Report – Gray Public Library
Compiled by Andrea Kazilionis, Head of Youth Services
Covers December 1, 2023 – December 31, 2023

General

December was an exciting month at the library! We continue to operate with short staffing, as we are down a 40-hour position while Library Director Josh Tiffany serves as the Interim Town Manager.

Following Maine’s major wind and rain storm on December 18th, 2023, the Library served as a warming and charging center for our community. We saw a major increase in visitors on December 19th, 20th, and 21st. Staff helped patrons utilize in-house resources, moved chairs close to all available power outlets, and helped entertain children while parents charged devices and performed remote work. The library had visits from both WCSH 6 News and the Portland Press Herald.

Library Room Use

Gray Public Library meeting rooms were utilized 9 times in the month of December.

Library Park Passes

The Library gave out 1 pass to the Children’s Museum of Maine in December 2023.

Library Programming and Outreach

On Saturday, December 2nd, the Library hosted a cookie decorating party for 78 attendees. On Saturday, December 16th the Library hosted a *Frozen* sing-along and had 28 attendees.

In December 2023:

- 6 movies were shown to a total of 15 attendees
- 7 Toddler Storytimes were presented to a total of 161 attendees
- 4 Baby Storytimes were presented to a total of 59 attendees

Library Circulation

- In December 2023, Gray Public Library circulated a total of 3049 items. This is a 10.8% increase in circulation compared to December 2022.
- The library sent out 822 interlibrary loan items and borrowed 1016 interlibrary loan items in December.
- 21 new library patrons were registered in the month of December.



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

PUBLIC SAFETY DEPARTMENT

Kurt Elkanich
Kelkanich@graymaine.org
(207) 657-3931

December 2023

Public Safety Department Report to Town Manager (11/31 – 12/31, 2023):

- 12/4 – Attended a presentation on firestopping in building construction.
- 12/5 – Attended a presentation on BRIC grants.
- 12/6 – Part 2 BRIC Grants
- 12/6 – Vision Zero workshop
- 12/6 – Fire Department Working Group Meeting CCRCC
- 12/6 – Firestopping in building construction (Part 2).
- 12/8 – Maine EMS Protocol update class.
- 12/11 – GFR Association meeting.
- 12/13 – Met with Greg Stone of the Maine Turnpike about issues using the turnpike access ramps. Good meeting and we seem to have resolved the issues.
- 12/13 – Attended a Cannabis Enforcement Webinar as related to inspections.
- 12/18 – Wind and rainstorm. GFR responded to approximately 34 calls related to the storm.
- 12/21 – Attended an in person AFG meeting with our regional rep for FEMA grants.
- Caleb Cyr tendered his resignation to take a position with Lewiston Fire Department. He was with us for about one year. We were able to fill his spot with a very promising per-diem that has been with us for several months and is enrolled in a firefighter class to be completed by July. She is currently a EMT and is comfortable caring for patients as well as driving the ambulance.

Town Council Tracking Worksheet Items:

- A
- B

Other Activities / Accomplishments:

- Received a \$18,125.99 Homeland Security Grant to execute Domestic Violent Extremism Preparedness. We will be purchasing medical supplies and equipment to be able to respond to mass casualty events similar to the one Lewiston recently experienced or any other event with multiple traumatic injuries.
 - B
-

Challenges / Obstacles Requiring Assistance Outside of the Department:

- A
- B



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

PUBLIC WORKS

Tim Estes interim Public Works Director
testes@graymaine.org
(207) 657-3381

January 2, 2024

Public Works Monthly Report to Town Manager (12/01/2023- 12/31/2023)

Activities:

- 3 inches of heavy wet snow we took care of.
- Nearly 3 inches of rain fell, Cause some minor washouts.
- Helped the Historical Society with moving jersey barriers.
- Cleaned leaves out of several culverts throughout town to prevent blockages.
- Patched potholes throughout town.
- Beaver problem on Legrow Rd. (2 beavers trapped) (Ongoing)
- Accommodating a lot of vacation day requests this month before our busy winter season starts.
- Cleaned catch basins throughout town several times.
- Major rain and windstorm on 12/18. Numerous trees were down throughout town and some flooded roads.
- Worked on cleaning tree debris for over a week.
- Repaired several washouts throughout town.
- Patched Lewiston Rd and Yarmouth Rd on many occasions.
- Ditched a large section on Mountain View Rd. Due to major washouts because of the 12/18 storm.

Challenges / Obstacles Requiring Assistance Outside of the Department:

- Assist FD with fire apparatus maintenance on several occasions.
- Did some smoothing of roadways for the Historical Society.
- Assisted Facilities with some carpentry work

Town Council Tracking Worksheet Items:

-
-



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

RECREATION DEPARTMENT

Anthony Dahms, Director of Recreation
adahms@graymaine.org
(207) 657-2323

January 2, 2024

Recreation Department Report to Town Manager December 2023:

- December 2, GNG Youth Basketball started
- December 4, Rec. Committee met
- December 5, Senior Program Planning meeting
- December 8, Adult Bingo was held, Asst. Director attended an ACA online meeting on summer camp for counselors in training
- December 10, Director met with some citizens on the Libby Hill Trails to look at possibility of a bicycle pump track installation
- December 11, met with National Fitness Campaign to discuss grant funding for adult fitness park
- December 13, Community Cafe was held with special guest Santa, holiday decor, cards and gifts for attendees, and some raffle items. A savory pie was served from a local restaurant
- December 14, Director attended MRPA (Maine Recreation & Parks Association) board meeting
- December 15, GNG Optimists Club met
- December 20, the Kids Club staff had a staff party including a taco bar and fun games
- December 29, GNG Rec partnered with the Maine Mariners to offer discount tickets, special game day opportunities for the kids attending, and a kickback on ticket sales to benefit the scholarship fund

Other Activities / Accomplishments:

- December 26-29 Rec Department ran several programs including open gyms, nerf battles, crafts, and pickleball to offer people things to do over December break. Funds raised

from these programs will benefit the Recreation Scholarship Fund. Estimated that around \$950 was raised.

Challenges / Obstacles Requiring Assistance

- Programs were shut down on December 18th due to the wind/rain storm. The gym ceiling was leaking water, and water was penetrating the basement where afterschool and children's programs take place.



10 GNG kids got a special chance to high 5 players as they entered the tunnel during intermission.



TOWN OF GRAY

Henry Pennell Municipal Complex
24 Main St, Gray Maine 04039
www.graymaine.org

OFFICE OF THE TOWN CLERK

Britt L. Barton
Town Clerk, Registrar of Voters
Townclerk@graymaine.org
(207) 657-3339 ext: 104

January 5, 2024

Report to Town Manager (12/01/2023 – 12/31/2023):

- MV Reporting
 - Cars - 342
 - Commercial - 28
 - Motorcycles - 1
 - Motorhomes - 1
 - Trailers – 29
 - IF&W
 - Boats - 9
 - ATV's - 4
 - Snow - 52
 - Hunt/Fish – 77
 - Vital Records
 - Marriage's
 - Certificates - 4
 - Licenses - 2
 - Deaths - 1
 - Births – 6
 - Dog Licenses
 - Online – 44
 - Office – 100
 - Tax Payments
 - 89 Real Estate Tax Payments Processed
 - 13 Personal Property Tax Payments Processed
 - 10 Tax Lien Payments Processed
 - 12/18/2023 – Closed at 2:00 due to storm.
 - 12/22/2023 – Closed – Christmas Eve
 - 12/25/2023 – Closed – Christmas Day
-



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MEMORANDUM

To: Town Manager
From: Britt L. Barton, Town Clerk
Re: Election Worker Minimum Wage Increase

The State minimum wage has increased from \$13.80 to \$14.15 effective January 1, 2024.

Previous hourly wages of \$13.80 for Election Clerks and \$16.00 for Election Warden.

As Election Clerks are paid the state minimum hourly wage the election worker hourly wage increase will be effective January 1, 2024.

Election Clerks will receive an increase of \$.35 to meet the state minimum hourly wage of \$14.15.

Election Warden will receive an increase of \$.35 to reflect the increase in hourly wages to \$16.35.



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SOLID WASTE AND RECYCLING
RANDY COOKSON, DIRECTOR
RCOOKSON@GRAYMAINE.ORG
657.2343

JANUARY 4, 2024

Solid Waste Department Report to Town Manager (12/4/2023 – 1/3/2024):

12/4 Came in for snow removal.
12/6 Forwarded Waste Hauling RFP to Town Council
12/6 Shipped +/- 42,000 pounds cardboard.
12/6 Shipped +/- 42,000 pounds mixed paper.
12/24 Closed at 11:00 am for the Christmas holiday.
12/27 Began busiest week of the year with four staff members out due to illness, non-work related injury, and family death.

Town Council Tracking Worksheet Items:

- A
- B

Other Activities / Accomplishments:

During the period of December 4th through January 3rd, the following materials were baled:

37,098 pounds of corrugated cardboard
26,449 pounds of mixed paper
15,602 pounds of plastics
3,194 pounds of tin cans

I am indebted to those staff who were able for their hard work during this period. Their dedication and perseverance is greatly appreciated.