

**TOWN OF GRAY**  
**GRAY TOWN COUNCIL**  
**AGENDA • FEBRUARY 6, 2024**

**Gray Town  
Council Regular  
Meeting**

**Town Council Chambers**  
**24 Main Street, Gray, ME 04039**  
**Microsoft Teams: <http://tinyurl.com/2zh8c8p3>**  
**Phone: 469-708-0487 / Meeting ID: 560 230 979#**

**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 16, 2024.
2. Minutes from the Town Council Executive Session on January 23, 2024
3. Minutes from the Town Council Executive Session on January 27, 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 469-708-0487 / Meeting ID: 560 230 979#*

**VI. ADJUSTMENTS TO THE AGENDA 5 MINS**

**VII. ACTION ITEMS 7:20 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.

3. To Review and Act Upon Approving the Appointment of Becky Gauthier as a regular member of the Library Board of Trustees with a term expiring on August 31, 2026. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Becky Gauthier as a regular member of the Library Board of Trustees with a term expiring on August 31, 2026.

4. To Review and Act Upon Approving the Appointment of Andrew Ready as a regular member of the Community Television Advisory Committee with a term expiring on August 31, 2026. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Andrew Ready as a regular member of the Community Television Advisory Committee with a term expiring on August 31, 2026.

5. To Review and Act Upon Approving the Appointment of Annie Boissevain as a regular member of the Wild Blueberry Festival Committee with a term expiring on August 31, 2026. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council appoints Annie Boissevain as a regular member of the Wild Blueberry Festival Committee with a term expiring on August 31, 2026.

**VIII. REPORT FROM THE COUNCIL CHAIR 5 MINS - 7:55PM**

**IX. REPORT FROM THE TOWN MANAGER 5 MINS**

**X. COMMITTEE REPORTS 10 MINS**

**XI. COUNCIL CORRESPONDENCE/ACTIVITIES 10 MINS**

**XII. ADJOURNMENT 8:20 PM**

*\* 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 16, 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**

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

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

<b>RESULT:</b>	<b>PASSED 5-0</b>
<b>MOTION BY:</b>	Dan Maguire
<b>SECOND BY:</b>	Matthew Hight
<b>AYES:</b>	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 7:02pm

Lisa Lehne-Gilmore wanted to bring up the Gray Community Day which was last June. She is wondering if Council would like to see that happen again, she is proposing May 18<sup>th</sup>.

Chair Chappell wants to check in with staff first before deciding.

Councilor Maguire said he would like it to happen, but he also thinks we should check the schedule with the staff for any conflicts.

Public comments closed at 7:08pm

## **VI. ADJUSTMENTS TO THE AGENDA**

Action Items were removed from the agenda because the MeDOT Cooperative Agreement has not been received back yet from MeDOT.

## **VII. DISCUSSION(S)**

VII.1 1. 2023/24 Volunteer Appreciation Event.

Council discussed moving the Volunteer Appreciation Event from the Blueberry Festival to its own event, possibly at the Spring Meadows Golf Course. She feels it needs to be a more formal event. It could be combined with Gray Community Day. It could be a formal dinner with an award ceremony, etc.

Councilor Maguire likes the idea of a formal event.

Chair Chappell brought up if there is a budget for a stand alone event for this year.

## **VIII. ACTION ITEMS**

## **IX. REPORT FROM THE COUNCIL CHAIR**

Reminders about the budget schedule. Next budget meeting is 2/6 6pm for a public input session. Saturday Feb 10<sup>th</sup> all day workshop by department. All day workshop on 3/2 regarding CIP, Bonds, etc.

An executive session regarding legal matters is needed. She met with Josh Tiffany about the budget schedule and his transition plan moving back to his position at the library in Feb. Interviews are moving forward for the Town Manager and there may be an executive session soon regarding the process of hiring the Town Manager.

## **X. REPORT FROM THE TOWN MANAGER**

Apologies to people in the community, the online portal to reach the Town Manager was leading to a dead email. He has found these submissions and is working on returning the messages to those people. He thanks the Council for their help hiring the next Town Manager.

## **XI. COMMITTEE REPORTS**

### **Councilor Chappell:**

- Ordinance Advisory met 1/11, meets again 2/1. Looking at open space subdivisions to align with Comp plan and LD2003 requirements. Doug Webster is working on drafting a map that identifies current open spaces that they would like to connect with new open spaces. Some conversation about types of open spaces, for example, “multi-family open space subdivision.”
- GPCOG Executive Committee met this afternoon, meets again 2/27. They discussed their FY23 audit. Revenues were down because the federal grants went down. They expect the grants to increase in FY24. They discussed FY25 dues, there is a membership dues increase.
- Joint leaders quarterly meeting on 1/11, notes that the district had funding to install flashing lights outside the Dunn school, and Chair Chappell would like to raise that she is interested in getting the flashing lights in Gray for schools. The intersection at route 26 by the school will be getting improvements, like a left turning lane thanks to the School district in partnership with MeDOT. New Gloucester requested more regional collaborative opportunities. Next meeting in April at the Pineland Campus. School district is having a lot of discussion about potential bonds for facilities upgrades at the high school. They are also informed of a new State Law which monitors carbon monoxide levels in each room, and all their classrooms failed.

### **Councilor Maguire:**

- Planning board- Eagles Nest has some good open space, Aerie Estates has possible open space. There are a couple of small ordinance changes that Council could make for street lights and granite markers, little things like that which require waivers and slow the process down. Cambell Acres development asked for a waiver because the road will have drainage issues.

### **Councilor Hight:**

- Recreation Committee met 1/8 Anthony Dahms sent a Teams invite with a link to the meeting. Meets again 2/5.
- Dry Mills Committee met 1/15 and Sandra Carder is the new Chair of the committee.
- GCTV committee meets 1/24.

### **Councilor Gass:**

- Open Space Committee workshop with PB rescheduled to Feb. The Populated a spreadsheet for possible land to conserve. Looking for more members.
- Resiliency Committee met to refine top 5 priorities and to go over their presentation to Council in an upcoming workshop. Will meet Monday 1/22. Vision Zero had another meeting, have a grant to do some planning with rural and island communities. Thanks to those who participated in the Vision Zero survey. Working toward a 2/5 meeting with Gray business owners regarding the Village Transformation Plan. Putting utilities underground is something that will need to be figured out for the VTP.
- CEDC has no quorum.

**Councilor Meaney:**

- Zoning Board of Appeals meets 1/24.
- Finance Committee TBD
- Wild Blueberry Festival Committee met last night, discussed issues for the next festival.
- Planning Board met 1/11 and discussed Cambell Acres Subdivision waiver, and Aerie Estates which was tabled. Dan Cobb re-elected Chair, Tamara Pinard re-elected Vice chair next meeting 2/8.

**XII. COUNCIL CORRESPONDENCE/ACTIVITIES**

**Councilor Chappell:** Met with the Principle Group with Anne and State Rep.s about LD1. She is attending GPCOG “chairs in a circle event” on 1/25/24. Expecting a presentation from the people working on the Douglas Field. She and Josh spoke to FEMA regarding the flood maps, needing approval to 6/20/24. Had an inquiry from Lisa Lehne-Gilmore about the Comp plan coordinator work they are doing. They are planning on reaching out to committees and staff to see what they are doing to promote the Comp plan.

**Councilor Maguire:** Linda Cain emailed interested in an off-leash dog park. Anne Gass says it would be good to see a group of dog owners that can get together and try to work together to get it done.

**Councilor Gass:** None.

**Councilor Hight:** None.

**Councilor Meaney:** Watched a webinar about short-term rentals.

**XIII. ADJOURNMENT**

MOTION: Ordered, the Gray Town Council adjourns at 8:02pm.

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

**TOWN GRAY**  
**GRAY TOWN COUNCIL EXECUTIVE SESSION**  
**MINUTES • JANUARY 23, 2024**

**Town Council  
Executive Session**

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

**5:00 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: 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 Meaney, Second by Councilor Maguire, all in favor.

Entered Executive Session at 5:02 PM.

**ADJOURNMENT**

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

Adjourned Executive Session at 8:28 PM.

**TOWN GRAY**  
**GRAY TOWN COUNCIL EXECUTIVE SESSION**  
**MINUTES • JANUARY 27, 2024**

**Town Council  
Executive Session**

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

**10:00 AM**

**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: 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 Meaney, Second by Councilor Maguire, all in favor.

Entered Executive Session at 10:09 AM.

**ADJOURNMENT**

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

Adjourned Executive Session at 1:52 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)***

<b>Receivable Party:</b> <ul style="list-style-type: none"> <li>Municipality of Gray</li> </ul>	<b>Agreement Begin Date:</b> Upon full execution
<b>Vendor Number:</b> <ul style="list-style-type: none"> <li>Municipality: _____</li> </ul>	<b>Agreement Completion Date:</b>
<b>Funding Sources - WIN: <u>24613.1000 and 25033.14</u></b> <ul style="list-style-type: none"> <li>Federal Share: \$0.00</li> <li>MaineDOT Share: <del>\$650</del><u>250</u>,000.00</li> <li>Municipality Share: \$0.00</li> </ul>	<b>Estimated Total Project Design Cost:</b> \$650,000.00
<b>CSN#:</b>	<b>Agreement Receivable Amounts:--</b> Municipality Share: \$0.00 unless Initial Design Phase exceeds <del>\$650</del> <u>250</u> ,000 or unless further modified
<b>AMS Advantage #:</b>	<b>Program:</b> Planning/Project Development - Village

**Commented [DD1]:** Dale don't forget to check WIN.

**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 ~~26A~~ northerly along Main Street for approximately 2.90 miles (the “Main Street Project”). ~~The Main Street Project also includes designed improvements to a portion of said Route 26A.~~
- ~~A.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.
- ~~B.~~ 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, ~~to the Gray Village area.~~
- 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.

**Commented [KC2]:** Route 26A was re-designated as Route 26. Remove "A." Should we add descriptor here to match language under Scope of Work section i: "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"?

**Commented [AG3]:** Does MDOT consider this project a VPI? Not sure what the ramifications are of this. To us this seems bigger than your typical VPI projects.

**Commented [AG4]:** We refer to this as the "Village Transformation Project" (VTP). Is it possible to use this title instead?

From MDOT's perspective we understand that "Gray Village Combined Project" may be more descriptive, but we find there is value to using VTP as a way to refer to this.

**Commented [KC5]:** See Anne's prior comment, re: Village Transformation Project (VTP) instead

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*Cooperative Agreement*  
*Biddeford Elm Street Segments Gray Village Project – Project Initial Design*  
**WIN 24613.10**

1

- 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).

**Commented [AG6]:** Can we add language to the effect that we have a goal of applying for the next round of federal RAISE grant funding (or comparable program)? We’d prefer that this not be open-ended, timewise, and think that goal would be helpful to both parties.

**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.](#)

**Commented [AG7]:** We understand that the language of "arterial highways" is both factual (from MDOT's perspective) re: the roads going through the village and antithetical to our desire to reclaim them for use at a human scale. Keeping Is it possible, at the very least, to classify them at a lower level of arterial?

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a. Purpose:

The Purpose of the Combined Project is to retrofit village area streets and highways to increase the safety, accessibility, and comfort for all users. The Combined Project efforts will consider the project area streets' design in a holistic manner to create multimodal-supportive streets that meet and balance the needs of all users. These efforts will be accomplished through creation of a positive land use and village design context that improves circulation/routing for bicyclists, pedestrians, motorists, emergency vehicles, transit, and freight. American Association of State Highway Transportation Officials (AASHTO) highway design guides and MaineDOT's so-called Complete Streets policies will be considered. Combined Project efforts will also be considered in light of their contribution toward attainment of state and local climate action and sustainability goals.

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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:

Commented [AG8]: Love this section!

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- Add design standards for all future utilities, including electricity, broadband, sewer, and gas

Commented [AG9]: We ask that this be added to the list; for future gas, sewer, etc.

- 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.

Commented [KC10R9]: I've added electricity and broadband; we'd like to ensure there is space/configurations under the roadway to allow for utilities either in this project or future projects.

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The Combined Project area has numerous infrastructure and operational deficiencies that do not meet the needs of its various users. The Combined Project will balance and address the following needs:

- Simpler, clearer, and better defined intersection movements;
- Improved, signalized, and shorter pedestrian crossings;
- Better bicycle and pedestrian connections throughout the village area;
- Safe movements for all legal vehicles;
- Improved physical feedback for vehicle speed compliance;
- Reduction of unnecessary intersection legs and improved access management;
- Compliance with ADA accessibility requirements; and
- Enhancement of the overall New England village character.

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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 ~~Route 26A~~ the terminus of the I-95 North bound Ramps northerly along Main Street for approximately ~~2.90~~ 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 204~~ 202) and Routes 100 and 115 26A;
  - Intersection of Main Street with Shaker Road and Brown Street;
  - Intersection of Main Street and Colley Hill Road;

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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;
- To the extent practical, Pedestrian crossings that 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

**Commented [AG11]:** As you know, we’ve been pushing for a lower posted speed limit. Is it possible to use a number here, like 20mph?  
Also, later in this sentence, the road is "Colley Hill Rd."

**Commented [KC12]:** We would like to commit to incorporating pedestrian crossings that align with Gray’s existing trail systems, as this is key for safety of pedestrians and bicyclists using our roadways and will also improve connectivity off the main roadways. Gray is open to making improvements on the trails to accommodate these aligned crossings.

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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 ~~either~~ 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 **\$650250,000.00** (the "Initial Design Phase Estimate").
    - **State Share** (provided through state funds) – all actual, eligible Initial Design Phase costs, up to a maximum of **\$650250,000.00**.

Cooperative Agreement  
*Biddeford Elm Street Segments Gray Village Project – Project Initial Design*  
WIN 24613.10

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- **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.

**Commented [AG13]:** Should this reference the statement under F. on p. 3 re: use of the G-P design for Yarmouth Rd as the municipal share of initial design costs ?

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.*

**Commented [AG14]:** Our understanding is that the RAISE grant's federal max is \$30 million. We note that the construction costs are currently estimated at \$31.25 million. Are these Final Design Phase costs part of the RAISE grant or from another source, and if so, what is that source? The breakdown on the following page makes it seem as if they're from another source).

Also, if the Final Design Costs won't be part of the RAISE grant, what's the rationale for not maximizing the allowable grant amount?

- **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.*

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- **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.
- ~~10% of eligible, actual Construction Phase costs, plus 100% of the following Construction Phase costs:~~
  - ~~○ Any costs deemed ineligible for federal and state participation.~~
  - ~~○ All actual Construction Phase costs remaining after the above referenced Party Shares have been maximized.~~

**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.

**Commented [AG15]:** How does this square with the statement re: initial design costs under F. on p. 3?

**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.

**Commented [AG16]:** Are these the ones that have been listed in Section 6, (the next section)?

The Council’s concern was that we be provided adequate opportunity to have input.

**Commented [KC17R16]:** Just to expand this thought...we’d like to ensure regular input during the draft phase, before any final design.

**Commented [AG18]:** Is this standard language? Concerned about Town’s role and authority in decisions about final design.

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- 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

**Commented [AG19]:** Note our comment below - inserting consultation with town before completing the PDR

**Commented [AG20]:** Not sure if this is the appropriate place to add this, but would MDOT be willing to help us pursue other funding if we fail to get the RAISE grant OR it becomes unavailable? We suggest adding something to the effect of “Should the project fail to receive the target federal finding MDOT will assist the municipality in obtaining other funding.”

We understand that if for some reason the RAISE funds aren't available, or we don't get funded, we might very well have to scale back our design to adjust to lower funding levels.

**Commented [AG21]:** This reflects our experience that once the PDR is completed few, if any, changes can be made. We're asking for a last check-in before the PDR is completed.

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- 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.

**Commented [AG22]:** We very much appreciate this, and would suggest adding language such as "bi-monthly or monthly check-ins, as appropriate" rather than this more general language.

**7. Public Involvement:**

- 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.
- 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.
- The Municipality will take the lead on public involvement activities if requested by MaineDOT.

**8. Changes to Project Scope:**

- 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.
- 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.

**Commented [AG23]:** We appreciate this. There was some concern that this d/n give the town the ability to have impact on Purpose/Need/SOW - in other words "consult" doesn't mean that you're obligated to accept our input.

**9. Termination:**

- 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.
- If the Municipality withdraws its financial support for the Combined Project leading MaineDOT to terminate the Design Contract, the Municipality shall reimburse

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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.

**Commented [AG24]:** We're unfamiliar with this language - will ask from clarification from our attorney when she reviews.

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- 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 applicable federal laws and regulations, including without limitation Title 23 of the U.S. Code (USC) for statutory law, Title 23 of the Code of Federal Regulations (CFR) for administrative law, and Title 2 CFR, Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”
- l. Counterparts and Electronic Signatures. This Agreement may be implemented in one or more counterparts, each of which will be deemed to be an original copy and all of which,

**Commented [AG25]:** It makes complete sense for MDOT to have this clause about future appropriations. However, the same holds true for the town. Can we add similar language for Gray?

**Commented [AG26]:** We would like to see this written so that it goes both ways; that the State indemnifies the Town.

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when taken together, will be deemed to constitute one and the same Agreement, and will be effective when counterparts have been signed by each of the Parties and delivered to the other Party. Each Party agrees that this Agreement and any other documents to be executed in connection herewith may be electronically signed and that any electronic signatures appearing on this Agreement or the associated documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

- m. Notice and Designated Party Representatives. Any communications, requests or notices required or appropriate to be given under this Agreement shall be in writing and mailed via U.S. Mail, Certified or Registered, Return Receipt Requested or sent via a recognized commercial carrier such as, but not limited to Federal Express, that requires a return receipt delivered to the sending party. Alternatively, communication may be sent via email and shall satisfy the delivery requirements of this section through express acknowledgement of receipt by the receiving party. Said communications, requests or notices shall be sent to each Party's designated representative, who shall be the primary contact person for all matters related to the Project Design, as follows:

MaineDOT:                    Maine Department of Transportation  
   16 State House Station  
   Augusta, ME 04333-0016  
   Attn.: Ernie Martin, Project Manager  
   Email: [ernest.martin@maine.gov](mailto:ernest.martin@maine.gov)

Municipality:                Town of Gray  
   24 Main Street  
   Gray, ME 04039  
   Attn.: \_\_\_\_\_  
   Email: \_\_\_\_\_

Each Party agrees to promptly notify the other Party of any changes to the above referenced contact information.

*(Signatures on following page)*

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.*

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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

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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



# Submission #158

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## Submission information

Form: [Volunteer Resources](#)  
Submitted by Anonymous (not verified)  
January 9, 2024 - 10:22am  
98.2.192.161

**Application Date:** January 9, 2024

## Contact Details

**First/Middle Name:** Becky  
**Last Name:** Gauthier  
**Street/PO Box:** 18 Partridge Lane  
**City, State, Zip:** Gray, ME 04039  
**Phone Number:** 2078070478  
**Email Address:** gauthierb21@gmail.com

## Employment

**Occupation:** Digital Marketer  
**Present Employer:** Self-employed  
**Employer Phone Number:** 2072003368

**Are you a Gray resident?** Yes

**Select the board/committee on which you would like to serve**

Library Board of Trustees

**Reason for selecting this particular board/committee?**

I was previously a member for two terms until my last term lapsed in August 2023

**What kind of contribution and benefit can you bring to the Town of Gray?**

Besides serving on the Library Trustees for 6 years and being a resident for more than 15 years, our family is actively involved in local sports and attending local events. We often inform other families of events and encourage participation.

**What talents and skills would you bring to this position?**

During previous terms, I served as Vice Chair and Co-secretary helping to maintain meeting notes. We have also had the opportunity to meet to discuss ways to increase visibility for the library and marketing opportunities.

**What do you feel is the responsibility of the Board/Committee you have chosen?**

The Library Trustees review policy to ensure that the library meets the needs of residents and non-resident patrons

**What Municipal Boards, Volunteer Organizations or Community Service Groups/Committees have you worked on in the past, and for what length of time?**

Prior to the Library Trustees, I had been involved in several organizations during my college years (American Cancer Society, College Community Service group) and volunteered for the Red Cross helping with admin tasks for a year. Additionally, I volunteered for a year with 100 Women Who Care Southern Maine to provide website and newsletter updates.

**Will your schedule allow you to attend meetings on a regular basis?** Yes

**Are you familiar with the "Comprehensive Plan" adopted by the Town of Gray?** Yes

**Comment on any consideration or aspect of your interest to a board/committee that will directly benefit the overall advancement of the Town of Gray.**

**How did you hear about this volunteer opportunity?**

Other

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide a meeting agenda for publication on the Town of Gray website at least seven (7) days in advance of each regular monthly meeting, workshop, or special meeting.**

Yes

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide follow up notes/minutes for publication on the Town of Gray website within forty-five (45) days following each regular monthly meeting, workshop, or special meeting when appropriate.**

Yes

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide an Annual Report for inclusion in each Town of Gray Annual Report. Said annual report must be submitted no later than August 1 of each year and should address: Accomplishments for the period from Jul 1 – Jun 30 of the immediately preceding fiscal year; Board/committee goals for the current fiscal year from Jul 1 – Jun 30; Forseeable obstacles to attaining said goals; Fiscal resources anticipated to meet said goals; Council support / action anticipated in order to meet said goals; Any additional board/committee activity during the period of particular interest to the Gray community.**

Yes

**I understand that upon appointment to a Town of Gray Board or Committee, I will be issued a Town of Gray email account for use with all board/committee communications to facilitate potential FOIA requests. Further, I understand that it is my responsibility to ensure that all Town of Gray communications are restricted to this account and no other.**

Yes

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# Submission #159

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Welcome to the website. For Help Documentation & Videos, please visit our [Municipal User Center](#) or, for schools, visit our [Schools User Center](#). **It is recommended you write down the following credentials to login to the User Center - Username: "CivicOpen" and Password: "ClientUser10!"**

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## Submission information

Form: [Volunteer Resources](#)  
Submitted by Anonymous (not verified)  
January 10, 2024 - 12:15pm  
2603:7080:483b:ddf7::7c

**Application Date:**   January 10, 2024

## Contact Details

**First/Middle Name:**   Andrew  
**Last Name:**   Ready  
**Street/PO Box:**   19 Lamkin Lane  
**City, State, Zip:**   Gray  
**Phone Number:**   2072056003  
**Email Address:**   ready4limerick@yahoo.com

## Employment

**Occupation:**   Learning Consultant/Corporate Trainer  
**Present Employer:**   Reliance Standard Life Insurance Company  
**Employer Phone Number:**

**Are you a Gray resident?**   Yes

**Select the board/committee on which you would like to serve**  
Community Television Advisory Committee

### **Reason for selecting this particular board/committee?**

I am enthusiastic about the prospect of serving on the Community Television Advisory Committee due to my deep-rooted passion for both technology and community development. The intersection of these interests aligns perfectly with the committee's mission, making it an ideal platform for me to contribute meaningfully to the Town of Gray.

### **What kind of contribution and benefit can you bring to the Town of Gray?**

Please see next section.

### **What talents and skills would you bring to this position?**

In considering my candidacy for the Community Television Advisory Committee, I bring a unique set of talents and skills that I believe will contribute significantly to the committee's objectives.

#### **1. Effective Communication Skills:**

Talent: I possess strong communication skills honed throughout my career as a teacher and [mention any other relevant experiences].

Skill Impact: These skills will enable me to articulate ideas, discuss recommendations, and foster open dialogue within the committee. Clear and effective communication is crucial for understanding diverse perspectives and collaborating towards shared goals.

#### **2. Lifelong Learning and Teaching Experience:**

Talent: As a lifelong learner and dedicated teacher, I am committed to staying informed about emerging trends and technologies.

Skill Impact: This commitment to continuous learning ensures that I am well-versed in the latest advancements in multimedia and technology. My experience as a teacher has equipped me with the ability to convey complex concepts in an accessible manner, making information more understandable to a broader audience.

#### **3. Passion for Technology:**

Talent: I have harbored a love for technology from a very young age, fostering a deep understanding of its evolving landscape.

Skill Impact: This passion translates into a natural inclination to explore and adopt new technologies. I am well-positioned to contribute insights into relevant emerging technologies, ensuring the committee remains at the forefront of technological advancements in the field of community television.

#### **4. Adaptability and Innovation:**

Talent: My love for technology is accompanied by an innate ability to adapt to new tools and innovations.

Skill Impact: In a rapidly evolving technological landscape, my adaptability ensures that the committee can harness the benefits of emerging technologies. I am prepared to explore innovative solutions to enhance the effectiveness and reach of community television.

#### **5. Collaboration and Teamwork:**

Talent: I thrive in collaborative environments and value diverse perspectives.

Skill Impact: I am adept at working within a team setting, fostering a collaborative spirit within the committee. This collaborative approach ensures that the collective skills and ideas of committee members are effectively utilized for the benefit of the Town of Gray.

### **What do you feel is the responsibility of the Board/Committee you have chosen?**

The Community Television Advisory Committee plays a role in shaping and enhancing the community's access to public, educational, and government-related information through multimedia channels. I believe the committee's responsibilities can be summarized as follows:

#### **1. Oversight of Programming Quality:**

Responsibility: The committee is tasked with recommending improvements in public, educational, and government programming to the Town Manager and Station Manager.

Impact: By actively participating in program oversight, the committee ensures that the content is diverse, relevant, and meets the community's informational and educational needs.

#### 2. Technological Advancements and Broadcast Options:

Responsibility: Making recommendations regarding relevant emerging technologies and other broadcast options to the Town Manager and Station Manager.

Impact: The committee serves as a forward-thinking entity, exploring new technologies and broadcasting options to enhance the reach and effectiveness of community television.

#### 3. Optimal Utilization of PEG System:

Responsibility: Promoting and developing optimal utilization of the Public, Educational, and Government (PEG) system.

Impact: The committee's efforts in optimizing the PEG system contribute to the accessibility and functionality of community television, ensuring it serves as a valuable resource for residents.

#### 4. Community Outreach and Citizen Involvement:

Responsibility: Promoting community outreach and providing a forum for citizen recommendations and concerns.

Impact: By actively engaging with the community, the committee fosters a sense of involvement and ensures that the programming aligns with the diverse needs and interests of the residents.

#### 5. Support for Quality Community Television:

Responsibility: Promoting support for quality community television in Gray.

Impact: The committee's advocacy for quality programming and community engagement contributes to the overall positive perception of community television, making it a valuable asset for residents.

#### 6. Exploration of Programming Sources:

Responsibility: Exploring and cultivating available programming sources.

Impact: By actively seeking diverse programming sources, the committee enriches the content, providing a broad range of perspectives and information to the community.

#### 7. Examination of Emerging Technologies:

Responsibility: Examining emerging technologies and other telecast or online streaming options for public, educational, and governmental meetings.

Impact: The committee's examination of emerging technologies ensures that community television remains innovative and adaptable to evolving communication methods.

In essence, the Community Television Advisory Committee serves as a critical link between the community and the information it requires. By fulfilling its responsibilities, the committee contributes to an informed, engaged, and connected community through the medium of community television.

### **What Municipal Boards, Volunteer Organizations or Community Service Groups/Committees have you worked on in the past, and for what length of time?**

In reflecting on my past involvement in civic engagement and community service, I recognize the importance of actively participating in initiatives that align with my interests and allow me to make meaningful contributions.

While my direct involvement in municipal boards and volunteer organizations has been varied, I would like to highlight certain experiences that have shaped my perspective:

#### 1. Previous Local Political Action:

In the past, I took direct local political action by running for the position of selectman in another Maine town. Although my candidacy was unsuccessful, this experience provided valuable insights into the intricacies of local governance and community dynamics.

## 2. General Aversion to Politics:

Despite my previous foray into local politics, I must acknowledge that I generally have an aversion to political involvement, both at the local and broader levels.

This aversion stems from a desire to focus on constructive and collaborative efforts rather than the divisive nature often associated with politics.

## 3. Alignment with the Community Television Advisory Committee:

The Community Television Advisory Committee uniquely aligns with my interests and passion for technology. While I may have reservations about political engagement, my enthusiasm for leveraging technology to enhance community development and communication is unwavering.

## 4. Length of Time in Community Involvement:

Although my direct political involvement was for a specific period, my commitment to community service and civic engagement has been a continuous journey.

Over the years, I have actively sought opportunities to contribute to the community in various capacities, focusing on areas that resonate with my skills and interests.

## 5. Commitment to Technology-Driven Initiatives:

My general aversion to politics is outweighed by my eagerness to contribute to initiatives that leverage technology for the betterment of the community.

The Community Television Advisory Committee represents a unique opportunity for me to channel my passion for technology into actionable strategies that benefit the Town of Gray.

**Will your schedule allow you to attend meetings on a regular basis?** Yes

**Are you familiar with the "Comprehensive Plan" adopted by the Town of Gray?** Yes

**Comment on any consideration or aspect of your interest to a board/committee that will directly benefit the overall advancement of the Town of Gray.**

**How did you hear about this volunteer opportunity?**

Other

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide a meeting agenda for publication on the Town of Gray website at least seven (7) days in advance of each regular monthly meeting, workshop, or special meeting.**

Yes

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide follow up notes/minutes for publication on the Town of Gray website within forty-five (45) days following each regular monthly meeting, workshop, or special meeting when appropriate.**

Yes

**I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide an Annual Report for inclusion in each Town of Gray Annual Report. Said annual report must be submitted no later than August 1 of each year and should address: Accomplishments for the period from Jul 1 – Jun 30 of the immediately preceding fiscal year; Board/committee goals for the current fiscal year from Jul 1 – Jun 30; Forseeable obstacles to attaining said goals; Fiscal resources anticipated to meet said goals; Council support / action anticipated in order to meet said goals; Any additional board/committee activity during the period of particular interest to the Gray community.**

Yes

**I understand that upon appointment to a Town of Gray Board or Committee, I will be issued a Town of Gray email account for use with all board/committee communications to facilitate potential FOIA**

**requests. Further, I understand that it is my responsibility to ensure that all Town of Gray communications are restricted to this account and no other.**

Yes

[Previous submission](#) Next submission



## BOARD/COMMITTEE APPLICATION TOWN OF GRAY MAINE

**For Office Use Only**  
Date Received: \_\_\_\_\_  
Received by: \_\_\_\_\_

### CONTACT INFORMATION

Name	Annie Boissevain	E-Mail Address	aboissev@gmail.com
Street Address	50 cambell Shore rd	City/State/Zip	Gray
Phone Number	207 712 4194	Work Phone	
Gray Resident?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

### EMPLOYMENT

Occupation	Program Assistant   Part Time
Employer	Avita of Stroudwater
Employer Phone	207 857-9007

### BOARDS & COMMITTEES

On which board/committee would you like to serve?

<input checked="" type="checkbox"/>	Blueberry Festival Committee	<input type="checkbox"/>	Open Space Committee
<input type="checkbox"/>	Board of Assessment Review	<input type="checkbox"/>	Planning Board
<input type="checkbox"/>	Community Economic Development Committee	<input type="checkbox"/>	Public Safety Committee
<input type="checkbox"/>	Community Television & Communication Advisory Committee	<input type="checkbox"/>	Recreation & Conservation Committee
<input type="checkbox"/>	Dry Mills Schoolhouse Committee	<input type="checkbox"/>	Resiliency Committee
<input type="checkbox"/>	Finance Committee	<input type="checkbox"/>	Zoning Board of Appeals
<input type="checkbox"/>	Library Board of Trustees	<input type="checkbox"/>	Other (please specify)

Reason for selecting particular board/committee:

I have volunteered for a couple of years, and Lacy asked me to be on the committee.

## SPECIAL SKILLS OR QUALIFICATIONS

What kind of contribution and benefit can you bring to the Town of Gray?

I've lived here for over 20 years and have participated in some community activities and council meetings. I know Anne Gas and she keeps me aware of certain things. I always want to make the town of Gray better.

What talents and skills would you bring to this position?

I used to be in the design and advertising field for many years. I am familiar with marketing. I have very good interpersonal skills, i am a creative thinker, and a hard worker.

What do you feel is the responsibility of the Board and/or Committee you have chosen?

To get the word out as much as possible about the Festival. To make sure our vendors are happy and have good placement so they can be successful. To have a safe and fun and informative venue for the next years success. To educate people on the importance of the blueberry!

What Municipal Boards, Volunteer Organizations or Community Service Groups/Committees have you worked on in the past, and for what length of time?

I was a therapy dog team for a year and half. I was a coast guard crew for 2 years. I volunteered at the Opportunity farm and later worked there for over 2 years.

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

YES  NO

Are you familiar with the "Comprehensive Plan" adopted by the Town of Gray?

YES  NO

Comment on any consideration or aspect of your interest to a board/committee that will directly benefit the overall advancement of the Town of Gray.

I am an advocate for change, safety and business success for the town of Gray, The pocket park, the farmers market, the blueberry festival etc. all put Gray Maine on the map. We need more restaurants, music places and more places to gather in a natural setting. More open space for families to picnic. I think the Wildlife Farm in Gray is a huge asset to the town, but it doesn't get the attention it deserves.

## ACKNOWLEDGEMENTS / SIGNATURE

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<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<p>I understand that Town of Gray board/committee members or their appointed chairperson(s) are required to provide an Annual Report for inclusion in each Town of Gray Annual Report. Said annual report must be submitted no later than August 1 of each year and should address:</p> <ul style="list-style-type: none"> <li>• Accomplishments for the period from Jul 1 – Jun 30 of the immediately preceding fiscal year;</li> <li>• Board/committee goals for the current fiscal year from Jul 1 – Jun 30;</li> <li>• Forseeable obstacles to attaining said goals;</li> <li>• Fiscal resources anticipated in order to meet said goals;</li> <li>• Council support / action anticipated in order to meet said goals;</li> <li>• Any additional board/committee activity during the period of particular interest to the Gray community.</li> </ul>
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<p>I understand that upon appointment to a Town of Gray Board or Committee, I will be issued a Town of Gray email account for use with all board/committee communications in order to facilitate potential FOIA requests. Further, I understand that it is my responsibility to ensure that all Town of Gray communications are restricted to this account and no other.</p>
Date <b>1-9-2024</b>	Signature <b>AnneMarie Boissevain</b>