

**TOWN OF GRAY**  
**GRAY TOWN COUNCIL**  
**AGENDA • MAY 7, 2024**

**Gray Town  
Council Regular  
Meeting**

**Town Council Chambers**  
**24 Main Street, Gray, ME 04039**  
**Microsoft Teams: <https://graymaine.link/TC-Meeting>**  
**Phone 469-708-0487 / Meeting ID: 453 459 936#**

**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. Approve Minutes from the April 9, 2024, Town Council Meeting.
2. Approve Minutes from the April 23, 2024, Town Council Meeting.

**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: 453 459 936#*

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

**VII. PUBLIC HEARING(S) **7:20PM****

1. First Reading - To Review and Act Upon proposed amendment to the Building Code Ordinance (Chapter 201) with regards to updated ordinance language, references and reorganization, with a Second Reading and Public Hearing before the Town Council on May 21, 2024. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council approves a Public Hearing and Second Reading at the May 21, 2024, Town Council meeting to review and approve the proposed amendment to the Building Code Ordinance (Chapter 201) with regards to the updated ordinance language, references and reorganization.

2. First Reading - To Review and Act Upon proposed amendment to the Parking Ordinance (Chapter 502) with regards to Seagull Drive, with a Second Reading and Public Hearing before the Town Council on May 21, 2024. **10 MINS**

Proposed motion:

Ordered, the Gray Town Council approves a Public Hearing and Second Reading at the May 21, 2024, Town Council meeting to review and approve the proposed amendment to the Parking Ordinance (Chapter 502) with regards to Seagull Drive.

### **VIII. ACTION ITEMS 7:40PM**

1. To Review and Act Upon Approving the Auditing Services Agreements with Ron L. Beaulieu & Company for fiscal year ended June 30, 2023. **5 MINS**

Proposed motion:

Ordered, The Gray Town Council authorizes the Town Manager to sign the proposed auditing services agreements with Ron L. Beaulieu & Company not to exceed \$100,000 in services for fiscal year ended June 30, 2023.

2. To Review and Approve the Interlocal Agreement with the Town of North Yarmouth for Code Enforcement Officer support. **5 MINS**

Proposed motion:

Ordered, the Gray Town Council authorizes the Town Manager to sign the Interlocal Agreement with the Town of North Yarmouth for Code Enforcement Officer Support.

### **IX. REPORT FROM THE COUNCIL CHAIR 5 MINS - 7:50PM**

### **X. REPORT FROM THE TOWN MANAGER 5 MINS**

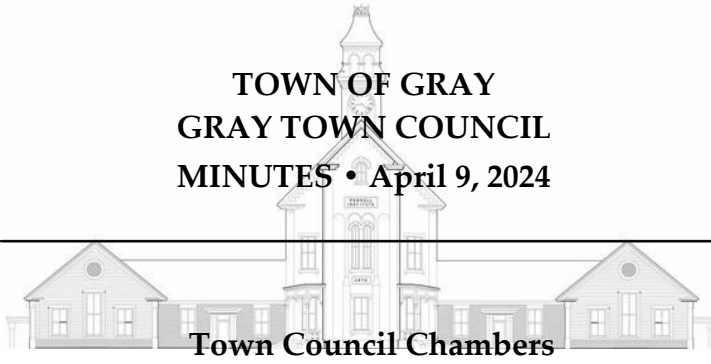
### **XI. COMMITTEE REPORTS 10 MINS**

### **XII. COUNCIL CORRESPONDENCE/ACTIVITIES/PRIORITIES 10 MINS**

### **XIII. ADJOURNMENT 8:15PM**

*\* 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 • April 9, 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**

- Approve the minutes from the March 26, 2024, Town Council Meeting.

Clerical edits were given to staff for the minutes.

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

<b>RESULT:</b>	<b>PASSED 5-0</b>
<b>MOTION BY:</b>	Martin Meaney
<b>SECOND BY:</b>	Dan Maguire
<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 7:05pm

Brandon Pollard of Mayall Rd. spoke about medical cannabis caregiver storefronts in Gray.

Brad Pollard of The Inn at Fogg Farm spoke about medical cannabis caregiver storefronts.

Brad Skilling of 149 Mountain View Rd. spoke about the four-day work week.

Adam Wilkinson of 35 Weymouth Rd. spoke about the four-day work week.

Pam Edson of Yarmouth Rd. spoke about the four-day work week.

Public comments closed at 7:24pm

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

None.

## **VII. PRESENTATION(S)**

1. Gray New Gloucester Boys Basketball State Championship Recognition.

Council and the Town Manager congratulated the team on their win.

Coach McCarthy spoke to recognize and introduced the team.

## **VIII. PUBLIC HEARING(S)**

1. First Reading - To Review and Act Upon proposed changes to the Floodplain Ordinance (Chapter 405) with regards to Floodplain Management Ordinance and Flood Insurance Rate Map, and approve a public hearing at the April 11, 2024, Planning Board meeting, with a Second Reading and Public Hearing before the Town Council on April 23, 2024.

Doug Webster, Planning Director, spoke about the changes to the maps and ordinance.

Chair Chappell mentioned that this is a repeal and replace ordinance from the State.

The Town Manager added that this is a straightforward process.

Public Hearing closed at 7:35pm

Councilor Maguire asked Doug Webster a few questions about the new ordinance.

Councilor Gass commented that this would be good to share with the Lake Associations.

The Town Manager spoke about the fee schedule for this ordinance.

Doug Webster mentioned that the effective date will be June 20<sup>th</sup> 2024 once adopted.

MOTION: Ordered, the Gray Town Council approves a public hearing at the April 11, 2024, Planning Board meeting and a Second Reading and Public Hearing on April 23, 2024, to review and approve the proposed changes to the Floodplain Ordinance (Chapter 405) with regards to Floodplain Management Ordinance and Flood Insurance Rate Map.

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

2. To Present and Receive Public Comment on the FY 2025 Municipal Budget.

Public Hearing opened at 7:41pm

The Town Manager spoke about the proposed budget.

Fran Monroe of Lewiston Rd. spoke about the process for presenting the proposed budget, and asked questions about the proposed budget.

Brad Skillings asked questions about the budget.

Tim Wilkinson of 93 Shaker Rd. spoke about the four-day work week.

Gary Foster of 181 Weymouth Rd. asked a couple questions about the budget.

Adam Wilkinson of 35 Weymouth Rd. spoke about the budget and the four-day work week.

Brad Pollard of Grape Island Trail commented about the budget.

Pam Edson of Yarmouth Rd. commented about the budget.

Fran Monroe of Lewiston Rd. discussed the proposed budget.

Andrew Edson of Homestead Acres asked questions about the proposed budget.

Pam Edson spoke about the Town Facebook page not mentioning the public hearing tonight.

Gary Foster asked questions about the proposed Town Engineer.

Brandon Pollard asked for clarifications about the proposed budget.

Andrew Edson asked about tracking devices on Town vehicles.

Public Hearing closed at 9:26pm

Councilor Maguire responded to the public hearing and discussed the proposed budget.

Councilor Gass responded to the public hearing and discussed the proposed budget.

Councilor Hight responded to the public hearing.

**IX. ACTION ITEMS**

1. To Review and Act Upon Approving the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024.

MOTION: Ordered, the Gray Town Council approves the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024, as presented.

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

MOTION: Ordered, the Gray Town Council Tables the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024, as presented.

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

**X. REPORT FROM THE COUNCIL CHAIR**

Chair Chappell thanks staff for adapting to the recent storm, and all their hard work. Councilor Gass and Chair Chappell will meet with MEDOT tomorrow about the Village Transformation Project. She will meet with the Town Manager, representative from New Gloucester, and the

School District for a tour of Unity Environmental University at Pineland Campus. She encourages people to stay engaged in the budget process and to come vote on election day.

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

The Town Manager is open to meet with anyone one-on-one to discuss the budget. He reported the open positions at the Town of Gray. He read a letter from the Transfer Station Director apologizing about confusion about closing the transfer station. He discussed the new extended hours for Town Hall. He discussed the Code Enforcement help we are providing to North Yarmouth. He discussed some general updates regarding the proposed zoning discussion on coming up on 5/14 and the recent storm.

## **XII. COMMITTEE REPORTS**

### **Councilor Chappell:**

- Ordinance Advisory Committee meets 5/14 for a workshop
- Quarterly Joint Leaders Meeting
- GPCOG Executive Committee meets 4/23, she is running for the one year seat, she was also asked to be the president of the committee.

### **Councilor Maguire:**

### **Councilor Hight:**

- Recreation Committee met 4/1
- Dry Mills Committee
- GCTV Committee met 3/27
- Library Trustees visit was postponed

### **Councilor Gass:**

- Open Space Committee
- Resiliency Committee submitted a grant application and is participating in Gray Community Day.
- CEDC has no quorum.

### **Councilor Meaney:**

- Zoning Board of Appeals had training on 3/27 with the Town attorney
- Finance Committee meets 4/16
- Wild Blueberry Festival Committee meets 4/17
- Planning Board has a site walk tomorrow at 275 Mayall Rd. 5pm, PB meets 4/11
- Community Day Committee 4/16

### XIII. COUNCIL CORRESPONDENCE/ACTIVITIES

**Councilor Chappell:** Had a couple conversations about School board budget process with a couple school board members. Had a discussion with a neighbor about the town meeting that was hosted in September.

**Councilor Maguire:** None.

**Councilor Gass:** Watched a webinar on farmland protection and wonders if should be shared. She was in contact with New Gloucester about a Safe Streets for All Grant Application. VTP meets tomorrow. LD1 ordinance was passed by the House and sent to the Governor for her signature.

**Councilor Hight:** None.

**Councilor Meaney:** Had a conversation with Randy at the Transfer Station.

### XIII. ADJOURNMENT

MOTION: Ordered, the Gray Town Council adjourns at 7:54pm.

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

\_CLZ\_

**TOWN OF GRAY  
GRAY TOWN COUNCIL  
MINUTES • April 23, 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.

<b>RESULT:</b>	<b>PASSED 5-0</b>
<b>MOTION BY:</b>	Anne Gass
<b>SECOND BY:</b>	Martin Meaney
<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 7:03pm

Gary Foster commented about the budget

Fran Monroe commented about the budget

Public comments closed at 7:09pm

**VI. PUBLIC HEARING(S)**

1. To Review and Act Upon an amendment to Article IV of the proposed updated Floodplain Management Ordinance, Chapter 405, to establish the Flood Hazard Development Permit fee in the Town of Gray fee schedule and strike the fee amount reference in the ordinance language.

The Town Manager explained the amendment to the ordinance.

No public comment.

Council Discussed the ordinance.

MOTION: Ordered, the Gray Town Council approves to amend Article IV of the proposed updated Floodplain Management Ordinance, Chapter 405, to establish the Flood Hazard Development Permit fee in the Town of Gray fee schedule and strike the fee amount refence on the ordinance language.

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

2. Second Reading and Public Hearing - To Review and Act Upon proposed changes to the Floodplain Ordinance (Chapter 405) with regards to Floodplain Management Ordinance and Flood Insurance Rate Map.

MOTION: Be it Ordained, The Gray Town Council approves the repeal of the Floodplain Management Ordinance, Chapter 405, as adopted April 20,1993, and adoption of the updated Floodplain Management Ordinance (as amended) and Flood Insurance Rate Map, to become Town of Gray Ordinance Chapter 405, effective June 20, 2024.

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

**VII. ACTION ITEMS**

1. To Review and Act Upon Removing from the table Approving the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024.

MOTION: Ordered, the Gray Town Council removes from the table Approving the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024.

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

2. To Review and Act Upon Approving the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024.

Councilor Maguire corrected an error, there is not a public hearing, but the public can make comments.

Gary Foster thinks the Town engineer should be removed from the budget, and commented about the economic development department.

Fran Monroe reiterated her questions about the budget.

Councilor Gass clarified a couple points about the budget.

Councilor Maguire replied to Fran Monroe about her questions.

Chair Chappell addressed Gary Foster’s question about the Town Engineer. She asked questions about the warrant language.

The Town Manager clarified the language in the Warrant Articles.

Councilor Maguire discussed having a Town Engineer.

The Town Manager addressed Fran Monroe's questions.

Councilor Maguire discussed the budget process.

MOTION: Ordered, the Gray Town Council approves the Warrant Articles for the Annual Town Meeting to be held on June 11, 2024, as presented.

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

3. To Review and Act Upon the Appointment of the Warden for the June 11, 2024 Election.

MOTION: Ordered, the Gray Town Council appoints Susan Tsukroff as the Warden for the Town Meeting to be held on June 11, 2024.

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

4. To Review and Act Upon the Appointment of Election Officials for a Period of Two Years, Ending April 30, 2026.

The Town Manager clarified that the election workers are available to work, but it may not be necessary for all of them to work.

MOTION: Ordered, the Gray Town Council approves the proposed election officials for a period of two years, ending April 30, 2026. [See names attached]

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

5. To Review and Act Upon the Mobile Vendor License for Lonnie Humphrey D/B/A Lonnie Dogs.

MOTION: Ordered, the Gray Town Council approves the Mobile Vendor License renewal for Lonnie Humphrey D/B/A Lonnie Dogs.

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

**VIII. REPORT FROM THE COUNCIL CHAIR**

Chair Chappell reminds about the need for a workshop to discuss Town Council priorities. She acknowledged Councilor Maguire’s email about tasks for the workshop. Acknowledged the need for Mike Foley’s three-month evaluation. Mentioned the repeal of LD1 signed by the governor. A budget flyer will be mailed out to households in advance of the election. GPCOG Annual Summit is 5/30. Workshop on 5/14 to discussed the proposed new zoning. Community Day is on 5/19. Council is reinstating the volunteer appreciation event on 6/6, and reminded that they need to promote nominations for it, they will need to schedule an executive session for that.

**IX. REPORT FROM THE TOWN MANAGER**

The Town Manager mentioned the available employment positions for the Town. Reminder about the Code Enforcement help given to North Yarmouth. Reminder about the new extended hours for Town Hall. Update on the Joint Meeting about Comp Plan zoning on May 14<sup>th</sup>. Spoke about the letter from the Transfer Station Director.

**X. COMMITTEE REPORTS**

### **Councilor Chappell:**

- Ordinance Advisory Committee meets 4/25, discussing solar standards, input on proposed amendments for chapters 401 and 402, and amendments to ADU on one parcel of land.
- Quarterly Joint Leaders Meeting was 4/11, met at Pineland at Unity Environmental Campus with MSAD15 and New Gloucester representatives. They are interested in working with the towns and school district to create internships and working regionally addressing housing concerns and transit issues.
- GPCOG Executive Committee met this afternoon completed review of Kristina Egan Executive Director, had a presentation about the Gorham connector. Review and presentation of GPCOG budget for FY25. Piloting Money Mondays for municipalities to join discussion about potential grant money available.

### **Councilor Maguire:**

- Planning Board does not have a meeting in May, Next meeting is 6/13.
- Open Space and Ramsdell Rd. Subdivision. The property owner plans to keep the ATV trail.
- Finance Committee met, meets again 5/14.

### **Councilor Hight:**

- Recreation Committee meets 5/6.
- Dry Mills Committee meets Saturday 4/27 9am.
- GCTV Committee meets tomorrow 4/24.
- Library Trustees meet 4/30.

### **Councilor Gass:**

- Open Space Committee met and discussed two subdivisions. Need for Open Space to become more active in trail quarter planning. The committee will be at Gray Community Day.
- Resiliency Committee will be at Gray Community Day, did not meet this month. She shared new Flood plain maps with them. Waiting to hear about the Community Action Grant in mid-May The Cooperative Agreement has not been signed yet, it is still with MEDOT legal. Principle Group is working on potential plans for Brown St. they meet again May 8<sup>th</sup>.
- CEDC has no quorum.

### **Councilor Meaney:**

- Zoning Board of Appeals met 3/27 meets tomorrow 4/24.
- Finance Committee meets 5/14.
- Wild Blueberry Festival Committee met 4/17, next meeting 5/8.
- Planning Board site walk on Mayall Rd 4/10, another on 4/30
- Community Day Committee met 4/16 and meets 5/1, Community Day is 5/19

**XI. COUNCIL CORRESPONDENCE/ACTIVITIES/PRIORITIES**

**Councilor Chappell:** Had several conversations with residents about the budget and specifically the Economic Development department. Also had questions about the letter from Randy Cookson. Had a message about her leadership role in Town Council. Heard from Sandy Carder about Douglas field, some properties on Libby Hill, and checking the status of those projects.

**Councilor Maguire:** Spoke with a resident about Anne’s comments about farmland protection. Spoke with some residents about the new Town Manager. Spoke with some residents about the new Town Hall hours. He is working on the task list and resetting dates.

**Councilor Gass:** LD2102 will take effect in 6 months. Invitation from Gray Lyons Club about Trex program which is a plastic recycling program that will provide the Town with a bench. Got a call about someone concerned about something she said in the last meeting about farmland protection, and how it would affect his property. She clarified what she meant, and they had a conversation about it.

**Councilor Hight:** None

**Councilor Meaney:** None

**XII. ADJOURNMENT**

MOTION: Ordered, the Gray Town Council adjourns at 7:54pm.

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

\_CLZ\_

# MEMO

Tuesday, April 29, 2024

TO: Gray Town Council & Town Manager  
FROM: Tammy Munson, Lead Code Officer  
RE: Building Code Amendments

## **Background**

The Town of Gray currently has a Building Code Ordinance, Chapter 201. The changes before you are updates to clarify when permits are required and to recognize the state adopted International Mechanical Code (currently 2015 edition).

## **Review/ Summary of Changes**

Town staff have reviewed the new ordinance language as compared with the existing ordinance, and support taking the changes.

The ordinance language provided by the staff includes updated references, and some reorganization that helps with clarity.

Section 201.0: Clarification of “equipment”

Section 201.2: No changes

Section 201.3: Addition of “equipment” and mirror 402.9.1(D) for completed work.

Section 201.4: No changes

Section 201.5: No changes

Section 201.6: No changes

Section 201.7: Addition of Mechanical Installations

Section 201.8: Adds requirement for permit as the National Electrical Code (NEC) (NFPA 70).

The NEC does not contain an administrative section therefore permits need to be required by ordinance.

Section 201.9: No changes

Section 201.10: Language / grammar changes and formatting corrections no substantive changes

Sections 201.11 – 201.17 No changes

## **Staff Recommendation**

The town staff recommends that the council endorses the changes suggested.

## **Recommended Next Steps**

1. The council must decide if they support the amendments to this ordinance.
2. If the council endorses the changes suggested by the town staff, a draft motion is provided below for your consideration:

*The Town of Gray hereby ordains the amendments to the Building Code, Chapter 201, as adopted April 20, 1993.*

**CHAPTER 201**  
**BUILDING CODE**  
**TOWN OF GRAY MAINE**

*Adopted March, 1963*  
*Amended December 6, 1968*  
*Amended August 14, 1984*  
*Amended January 20, 1989*  
*Amended March 5, 1996*  
*Amended January 1, 2001*  
*Amended February 1, 2022*

**EMERGENCY PREAMBLE**

Style Definition: Heading 1

**SECTION 201.0 – TITLE AND SCOPE**

This ordinance shall be known and may be cited as the Building Code of the Town of Gray, Maine (hereinafter the “Code”).

This Code relates to the design, materials of construction, alteration, repair, and use of buildings and structures or parts thereof, all to promote the health, safety, and general welfare of the occupants and users of such buildings and structures and of the public, and for the protection against ignition and spreading of fires and prevention of accidents.

Buildings and structures, parts thereof and equipment (including but not limited to mechanical, electrical, and plumbing) in or on or in connection with buildings or structures, shall not be constructed, altered, installed, repaired, moved, demolished, removed, used, or changed as to use contrary to the provisions of this Code; but the provisions of this Code shall not apply to buildings or structures constructed or maintained within the limits of a public highway by public authority; to railway bridges or trestles, to buildings or structures owned or to be owned by the United States, to the State of Maine, or county of Cumberland; and shall not apply to an existing building or structure, its existing equipment or appurtenances unless and until such building or structure, its existing equipment or appurtenances are to be enlarged, altered, moved, converted to other uses or demolished, or unless otherwise provided in this Code.

In the event that any provision of this Code shall conflict or otherwise be inconsistent with the provisions of any other ordinance or code promulgated or enforced by the Town of Gray, including but not limited to Section 402.9.1 of the Town of Gray Zoning Ordinance, the more restrictive provision shall apply and control.

**SECTION 201.2 – ADMINISTRATION**

A. The Office of Code Enforcement is hereby created. The office will be headed by a Code Enforcement Officer who acts as Building Inspector, Plumbing Inspector, and Residential Electrical Inspector and who may be assisted by a designated member of the Fire Department and such other personnel as is deemed necessary by the Code Enforcement Officer or by the Town Council and then only after authorization and appointment by the Town Manager pursuant to the applicable provisions of the Town Charter. The Code Enforcement Officer shall be appointed, by the Town Manager for a fixed term of one-year or more period as established by the Town Manager upon appointment and shall serve under the direction of the Town Manager as set forth in the Town Charter.

- B. The Code Enforcement Officer, serving as Building Inspector, shall inspect all buildings or structures during activities permitted under this Code, to ensure that the provisions of applicable law, code, ordinance, and this Code are complied with and that such activities are performed safely.

Whenever, by reason of defective or illegal work in violation of a provision of this Code, the continuation of a building is contrary to public welfare, the Code Enforcement Officer may order all further work to be stopped and may require suspension of work until the condition in violation has been remedied.

### SECTION 201.3 – CONSTRUCTION PERMITS

- A. No building or structure, or part thereof, and equipment (including but not limited to mechanical, electrical, and plumbing) shall be built, enlarged, demolished, removed, altered, or moved without a permit from the Building Inspector. In connection with the issuance of any permit under this section, the Building Inspector may require an application, a plan of the proposed work, a statement of the materials to be used, a description of the intended use of the land and building, confirmation of utility service connections or disconnections, evidence of right, title and interest in and to the land and/or building; and any other forms or information as the Building Inspector deems necessary to issue a permit. Prior to the issuing of a permit by the Building Inspector, the applicant must satisfy the Building Inspector that soil conditions are or will be suitable for a sanitary absorption of waste materials from proposed septic tanks if the same are to be used in conjunction with the construction work. The expense of soil surveys that may be required will be borne by the applicant. No permit shall be issued where the proposed work would violate any provision of the Zoning Ordinance or any other ordinance, code or statute. No permit or renewal thereof granted hereunder shall be valid unless the work for which it is issued is commenced within six (6) months from the date of issue or renewal, ~~and the work so commenced is completed within one (1) year- and if the work or change is not substantially completed within one (1) year of the date on which the permit is granted.~~ If requested and, subject to applicable fees, a renewal may be issued for (one) 1 year. If any permit is not issued within six months of being submitted, including receiving payment, the application and/or permit shall be considered null and void.

B. Fee Collections

Permit Fees, as established in the most current Town of Gray Fee Schedule, will be collected and accounted for by the Building Inspector and submitted to the Town as they are collected.

### SECTION 201.4 – UNSAFE AND ABANDONED BUILDINGS AND STRUCTURES

- A. In addition to applicable standards in the Maine Uniform Building and Energy Code (MUBEC), the Town may require corrective action to be taken regarding “dangerous buildings,” as defined in Title 17, Section 2851 of the Maine Revised States and “abandoned buildings,” as defined in Title 30-A, Section 3106-B of the Maine Revised Statutes.
- B. When, in the opinion of the Building Inspector, a building or structure or portion thereof is in an unsafe condition so that life is endangered thereby by further habitation of the same, the Building Inspector shall order and require the owners or occupants thereof to vacate the same forthwith and to not reoccupy the same building or structure until the Building Inspector has later certified that the same has been repaired consistent with a permit issued under this Code, in a manner that is consistent with MUBEC, and is therefore safe and secure for further human habitation. When necessary for the protection of public safety, the Building Inspector may temporarily close sidewalks, streets, buildings, structures and places adjacent to such buildings or structures, and prohibit the same from being used.

**SECTION 201.5 – ADOPTION OF BUILDING CODE**

In accordance with Title 30-A, Section 3003 of the Maine Revised Statutes, the Town of Gray hereby adopts the Maine Uniform Building and Energy Code (MUBEC) as defined in Title 10, Section 9724 of the Maine Revised Statutes, as the applicable building code for the control of all buildings and structures in the Town of Gray, Maine. The Town Clerk shall keep one (1) copy of the MUBEC available for public use and inspection.

**SECTION 201.6 – RESERVED**  
**SECTION 201.7 – RESERVED MECHANICAL INSTALLATIONS**

The following standards and specifications for mechanical installation and all work in connection with the installation, alteration, repair, maintenance of, or additions to mechanical equipment of any nature whatsoever in the town shall comply with the most recent edition of the International Mechanical Code, that is duly adopted by the State of Maine, pursuant to Title 30-A, Section 3003 of the Maine Revised Statutes and all administrative regulations promulgated thereunder, as may be amended from time to time. The Town Clerk shall keep on file one (1) copy of the most recent edition of the International Mechanical Code, available for public use and examination.

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**SECTION 201.8 – ELECTRICAL INSTALLATIONS**

The following standards and specifications for electrical installation and all work in connection with the installation, alteration, repair, maintenance of, or additions to electrical equipment of any nature whatsoever in the town shall comply with the most recent edition of the National Electrical Code, that is duly adopted by the State of Maine, pursuant to Title 32, Section 1153-A of the Maine Revised Statutes and all administrative regulations promulgated thereunder, as may be amended from time to time. The Town Clerk shall keep on file one (1) copy of the most recent edition of the National Electrical Code, available for public use and examination. An electrical permit from The Town of Gray (for residential) or State of Maine (for commercial) is required before commencing any work.

**SECTION 201.9 – RESERVED**  
**SECTION 201.10- PLUMBING INSTALLATIONS**

The standards and specifications for plumbing installation and all work in connection with the installation, repair or maintenance of plumbing and equipment to be used in connection therewith in the town shall comply with the most current version of codes duly adopted by the State of Maine pursuant to Title 32, Section 3403-B of the Maine Revised Statutes, as may be amended from time to time, specifically including the 2021 edition of the Uniform Plumbing Code and Maine Subsurface Wastewater Disposal Rules from the Maine Department of Health and Human Services, 10-144 C.M.R. ch. 241, as both may be amended from time to time. The Town Clerk shall keep on file one (1) copy of the Uniform Plumbing Code and the Maine Subsurface Wastewater Disposal Rules, available for public use, inspection and examination.

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~~The Town Clerk shall keep on file one (1) copy of the Uniform Plumbing Code and the Maine Subsurface Wastewater Disposal Rules, available for public use, inspection and examination.~~

**SECTION 201.11 – RESERVED**  
**SECTION 201.12 – RESERVED**  
**SECTION 201.13 – RESERVED**  
**SECTION 201.14 – RESERVED**  
**SECTION 201.15 – APPEAL**

- A. Appeals from any decision of the Code Enforcement Officer made under this Code shall be to the Board of Appeals, in a manner consistent with Section 402.9.2 of the Town of Gray Zoning Ordinance.
- B. The Town Council with the advice of Code Enforcement, the Fire Department, and the Planning Staff shall have authority to regulate the cost of inspections and permits under this code as established in the most current Town of Gray Fee Schedule.

**SECTION 201.16 – PENALTIES AND LEGAL PROCEEDINGS**

Failure to comply with any of the terms of this Code, or with the terms and conditions of any permit issued under this Code, shall be considered to be a violation of this Code, which may subject the property owner and/or other violator to enforcement action consistent with 30-A M.R.S. § 4452.

**SECTION 201.17 – VALIDITY AND APPLICATION**

Should any section, or part thereof, of this Code be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Code as a whole or any part thereof, other than the part so declared to be invalid. All laws or parts of laws of this Town in conflict with this Code are hereby repealed but only to the extent of such conflict.



## TOWN OF GRAY

Henry Pennell Municipal Complex  
24 Main St, Gray Maine 04039  
[www.graymaine.org](http://www.graymaine.org)

PUBLIC SAFETY DEPARTMENT

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

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Reference amending the Town of Gray Parking Ordinance #502

Councilors,

There have been increasing instances of people parking on Seagull Drive making passage difficult and dangerous, especially to Public Works vehicles and Emergency vehicles. While not an everyday occurrence, when it does happen it can be very difficult for traffic to safely navigate. Seagull Drive is not wide enough to permit two-way traffic while allowing for parking along one side of the road and there should not be any reason for anyone to need to park on Seagull.

Posting Seagull as no parking will allow our County Deputies the option to request parked vehicles be moved and if the owners do not comply the vehicles may be towed at the owner's expense as per the ordinance as currently written. I'm sure the citizens that use the transfer station will appreciate the posting of Seagull Drive.

## CHAPTER 502 PARKING ORDINANCE TOWN OF GRAY MAINE

*Adopted June 7, 1973*

*Amended May 3, 1979*

*Amended February 7, 1984*

*Amended November 20, 1984*

*Amended March 18, 1988*

*Amended June 19, 1994*

*Amended August 6, 1996*

*Emergency Amendment September 16, 2008 – Amended November 10, 2008*

*Amended September 2, 2014*

*Amended September 6, 2016*

### SECTION 502.1 – TITLE

This ordinance shall be known and be cited as the Parking Ordinance of the Town of Gray, Maine.

### SECTION 502.2 – RESTRICTIONS

- A. All ordinances or parts of ordinances in conflict with or inconsistent with or duplicating the provision of this ordinance are hereby repealed.
- B. There shall be no parking allowed on either side of the North Raymond Road from the Camp Gregory driveway to Pole #28.
- C. There shall be no parking on either side of Mayberry Road within the road limits for a distance of 500 feet from the intersection of the North Raymond Road.
- D. Parking along the northwesterly side of U.S. Route 202, or Main Street from the fire station northeasterly to State Route 26 shall be restricted to parallel parking only.
- E. All parking along U.S. Route 100 shall be parallel parking only, except in the Municipal Parking lot.
- F. Parking is prohibited within 25 feet of the terminus of the corner radius along the curb line at street intersections except at the junction of Route 26 and North Raymond Road at Dry Mills. There shall be no parking on the south bound side of Shaker Road from Central Maine Power Pole #5S in a southerly direction to the North Raymond Road intersection. There shall be no parking from the North Raymond Road intersection for 200 feet on the west bound side of the North Raymond Road.
- G. There shall be no parking from the Village traffic lights on Route 26 northerly on both sides of the street as far as the lot line of SAD#15 (approximately five hundred ten (510) feet), Map U02, Lot 47. Any vehicles parked in a no parking zone shall be towed at the owner's expense.
- H. There shall no parking on the northerly side of Gray Park (Grange Street) for two hundred ninety (290) feet.
- I. There shall be two (2) hour parking on the east side of Route 26, Map U02, Lot 47, SAD#15, approximately four hundred fifty (450) feet to Map U02, Lot 44 (Enercon).
- J. There shall be no parking in front of Map U02, Lot 44 (Enercon) for approximately seventy five (75) feet.
- K. There shall be no parking from Pine Tree Telephone to the north side of Map U02, Lot 13, driveway.
- L. No person shall stop, stand or park a vehicle in any of the following places:
  1. Within 10 feet of a public or private driveway.
  2. Within 15 feet of a fire hydrant.

3. Within 20 feet of any crosswalk.
  4. On the roadway side of any vehicle stopped or parked at the edge or curb of a street or double parked, so called.
  5. On a sidewalk.
- M. There shall be no parking on the northeasterly side of Brown Street from the intersection of Route 115 to CMP pole#5 and no parking on the southwesterly side of Brown Street for a distance of twohundred (200) feet from Route 100.
- N. There shall be no parking on the southerly side of Greenleaf Street from the intersection of Brown Street to Route 26, except as posted.
- O. There shall be no parking on the northeasterly side of Route 26 from CMP pole #1 to the Weymouth Road.
- P. No vehicle shall be parked at any time on a public way to interfere with snow plowing or snow removal. No vehicle shall be parked on any street in the Town of Gray between the hours of 12 o'clock midnight and 6:00 a.m. from November 15, to April 15.
- Q. There shall be no parking on either side of Route 100 from the Cole Farms Restaurant and continuing in a northerly direction along Route 100 approximately 2,640 feet to the Central Maine Power Pole #68/156.
- R. There shall be no parking on both sides of Libby Hill Road up to the bus garage entrance.
- S. There shall be no parking on either side of Foster Hill Road, in a northerly direction for 1/10 of a mile, starting from Central Maine Power Pole No. 57-167 (at the intersection of Route 100 and Foster Hill Road) to Central Maine Power Pole No. 63-161 (at the intersection of Foster Hill Road and Legrow Road)
- T. There shall be no parking on either side of Legrow Road, in a westerly direction to 2/10's of a mile, starting from Central Maine Power Pole No. 55 (at the intersection of Foster Hill Road and Legrow Road) to Central Maine Power Pole No. 4.
- U. There shall be no parking on the West Gray Road (Route 202) westbound from #304 West Gray Road, Map 17, Lot#6 to Central Maine Power Pole #141, and eastbound on West Gray Road ( Route 202 ) from the Windham and Gray town line to Central Maine Power Pole #115. There will be no parking on the Cambell Shore Road northbound from the intersection of West Gray Road ( Route 202 ) and Cambell Shore Road to #14 Cambell Shore Road, Map17, Lot 16 and southbound from Central Maine Power Pole #7 to the intersection of West Gray Road ( Route 202 ) and Cambell Shore Road.

V. There shall be no parking on either side of Seagull Drive up to the Transfer Station entrance.

### **SECTION 502.3 – REMOVAL OF VEHICLES IN VIOLATION**

- A. Any vehicle parked upon an accepted public street in the Town of Gray in violation of any parking ordinance or in a manner that is a menace to the safe and proper regulations of traffic, or snow removal by the Town of Gray or anyone authorized to remove snow for the Town of Gray, may be

removed, by or under the direction of, or at the request of, any police officer of the Town of Gray, Cumberland County Sheriff's Department or State Police, to a garage or storage place within the

limits of the Town of Gray and impounded therein. Such law enforcement officer may use such force as may be necessary to enter such vehicle and cause the same to be placed in a condition to be moved, and may employ any reputable person engaged in the business of towing or storing vehicles, for such purpose. Such person shall be entitled to receive reasonable charges for such towing and/or storage from the owner before returning such vehicle to its owner.

- B. No law enforcement official nor any other person towing or storing a vehicle pursuant to the foregoing shall be liable in any way to the owner of said vehicle.
- C. Notwithstanding any language herein contained, the removal and storage of a vehicle pursuant to this ordinance, and the payment of the charges specified herein, shall in no way relieve or prevent prosecution of the owner for the violation of any provision of the ordinances of the Town of Gray.

#### **SECTION 502.4 – PENALTY**

Every person convicted of a violation of this ordinance shall be punished by a fine of not less than ten (10) dollars no more than fifty (50) dollars for each such violation, to be recovered by complaint to the use of the Inhabitants of the Town of Gray. The restrictions contained in Subsection 502.2(P) of this Ordinance may also be enforced by the Cumberland County Sheriff's Department and/or the Maine State Police provided the restricted areas are properly signed.

DRAFT

# Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

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April 23, 2024

To the Town Council  
Town of Gray, Maine

RE: FINANCIAL STATEMENT AUDIT ENGAGEMENT LETTER

We are pleased to confirm our understanding of the services we are to provide Town of Gray, Maine for the year ended June 30, 2023.

## **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Town of Gray, Maine as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Gray, Maine's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Gray, Maine's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) The Budgetary Comparison Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Gray, Maine's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors' report on the financial statements or in a report combined with our auditors' report on the financial statements

1) None

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether Town of Gray, Maine's financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

**Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Gray, Maine and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. We have advised you on the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). We have offered to perform, as a separate engagement, extended procedures specifically designed to detect fraud and you have declined to engage us to do so at this time.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures may include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Gray, Maine's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that management acknowledge and understand management's responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing

systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about management's responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of management's knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Management's responsibilities include acknowledging to us in the written representation letter that (1) management is responsible for presentation of the supplementary information in accordance with GAAP; (2) management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they

have changed, the reasons for such changes); and (4) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, management understands that management must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

If Town of Gray, Maine publishes our auditors' report in its annual report, management must publish the complete report and financial statements. Anything less is misleading.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the government's website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic sites with the original document.

Management agrees to assume all management responsibilities for any nonattest services we provide. Management will be required to acknowledge in the management representation letter our assistance, if any. Further, management agrees to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is required to disclose in the financial statements the date through which subsequent events have been evaluated and whether that date is the date the financial statements were issued or were available to be issued. Management agrees that management will not date the subsequent event note earlier than the date of the management representation letter.

### **Engagement Administration, Fees, and Other**

You or management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you or management regarding the scope of the additional services and the estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for

whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate, or it may prevent the completion of the engagement within the established deadlines.

We will not undertake any accounting services (including but not limited to reconciliation of accounts, preparation of requested schedules, and creating adjusting journal entries) without obtaining approval through a written special accounting services engagement letter for such additional work.

We will provide copies of our reports to those charged with governance and management; however, management is responsible for distribution of the reports and the financial statements.

The audit documentation for this engagement is the property of Ron L. Beaulieu & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. If requested, access to such audit documentation will be provided under the supervision of Ron L. Beaulieu & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Ron L. Beaulieu, CPA is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

This engagement letter supersedes any and all prior communication relative to this engagement, except for the memorandum of understanding email dated 4-1-2024 and accepted 4-2-2024.

To ensure that Ron L. Beaulieu & Company's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

It is agreed that any meeting with the Town Council regarding this engagement will be held in executive session.

The ballpark estimate of the audit fees may be \$75,000. Our fees for this engagement will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. A nonrefundable retainer fee invoice of \$75,000 will be submitted upon receipt of this signed engagement letter. Additional invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Additionally, in accordance with firm policy, no final products will be mailed

or electronically transmitted unless the government has a zero account receivable balance with the firm. A late payment charge of 1.5% per month will be assessed on any balance that remains unpaid after 15 days from the date of billing. This is an Annual Percentage Rate of 18 percent. If for any reason the account is turned over to an attorney or collection agency for collection, an additional charge of 33 1/3% will be added to cover collection costs.

The timeframe of services are to begin 15 days after receiving the signed engagement letter, and retainer fee, and may continue for 12 months before reports are available. It could take longer. In this regard, the council confirms that the charter requirement of an audit completion within 180 days of year end, is null and void for FYE 6-30-2023 and 6-30-2024.

You agree that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. You hereby indemnify Ron L. Beaulieu & Company and its shareholders, principals, and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of management, regardless of whether such person was acting in the government's interest. This indemnification will survive termination of this letter of engagement. Additionally, no action, regardless of form, arising out of each service under this agreement may be brought by you more than one year after the last date of each service provided under this agreement.

### **Reporting**

We will issue a written report upon completion of our audit of Town of Gray, Maine's financial statements. Our report will be addressed to the Town Council of Town of Gray, Maine. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we may discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Gray, Maine is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and/or those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards

Town Council  
Town of Gray, Maine  
April 23, 2024  
Page 8

for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Town of Gray, Maine and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Sincerely,

*Ron L. Beaulieu & Co.*

Ron L. Beaulieu & Company

RESPONSE:

This letter correctly sets forth the understanding of Town of Gray, Maine:

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Ron L. Beaulieu & Company

CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbc.com](http://www.rlbc.com)  
[accting@rlbc.com](mailto:accting@rlbc.com)

41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

April 23, 2024

Town Council  
Town of Gray, Maine  
Gray, Maine

RE: Nonaudit Services Engagement Letter

We are pleased to confirm our understanding of the nonaudit services we are to provide to the Town of Gray, Maine for the year ending June 30, 2023.

## **Services**

We will:

1). Prepare a draft of the financial statements of Town of Gray, Maine as of and for the year ending June 30, 2023.

## **Our Responsibilities**

The objectives of our nonaudit services are to:

1). Prepare draft financial statements from your internal trial balance and to present them, in all material respects, in conformity with U.S. generally accepted accounting principles. If, for any reason, we are unable to complete the nonaudit services, we may decline to issue the statements as a result of this engagement. It is these financial statements which will later be audited by our Auditing Department.

We are not required to, and will not, verify the accuracy or completeness of the information management will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the draft financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

## **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the nonaudit services we provide; and for evaluating the adequacy and results of those nonaudit services and accepting responsibility for them.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information.

## **Administration, Fees, and Other**

This engagement letter supersedes any and all prior communication relative to this engagement, except for the memorandum of understanding email dated 4-1-2024 and accepted 4-2-2024.

We understand that your employees will provide us with the trial balance(s).

The ballpark estimate of the non-audit (accounting) fees may be \$25,000. Our fees for this engagement will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to this engagement. A nonrefundable retainer fee invoice of \$25,000 will be submitted upon receipt of this signed engagement letter. Additional invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. Additionally, in accordance with firm policy, no final products will be mailed or electronically transmitted unless the government has a zero account receivable balance with the firm. A late payment charge of 1.5% per month will be assessed on any balance that remains unpaid after 15 days from the date of billing. This is an Annual Percentage Rate of 18 percent. If for any reason the account is turned over to an attorney or collection agency for collection, an additional charge of 33 1/3% will be added to cover collection costs.

The timeframe of services are to begin 15 days after receiving the signed engagement letter, and retainer fee, and may continue for 12 months before reports are available. It could take longer. In this regard, the council confirms that the charter requirement of an audit completion within 180 days of year end, is null and void for FYE 6-30-2023 and 6-30-2024.

Town Council  
Town of Gray, Maine  
April 23, 2024  
Page 3

Management agrees that our liability arising out of our services provided shall not exceed the total amount paid for the services described herein. This shall be your exclusive remedy. You hereby indemnify Ron L. Beaulieu & Company and its shareholders, principles, and employees, and hold them harmless from all claims, liabilities, losses, and costs arising in circumstances where there has been a known misrepresentation by a member of management, regardless of whether such person was acting in the organization's interest. This indemnification will survive termination of this letter of engagement. Additionally, no action regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date of the last services provided under this agreement.

We appreciate the opportunity to be of service to the Town of Gray, Maine and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Ron L. Beaulieu & Co.*

Ron L. Beaulieu & Company

RESPONSE:

This letter correctly sets forth the understanding of the Town of Gray, Maine.

Signature : \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**From:** Krista Chappell kchappell@graymaine.org  
**Subject:** Re: Memorandum Of Understanding  
**Date:** April 2, 2024 at 3:12 PM  
**To:** Michael Foley mfoley@graymaine.org, Dan Maguire dmaguire@graymaine.org  
**Cc:** Ron Beaulieu RonB@rlbco.com, Finance Director Finance@graymaine.org



Thank you, Mike and Justine.

Ron, the Gray Town Council has discussed the need for a thorough review and audit of its financials for precisely the reasons you have outlined below. We are aware there is a greater cost for these services but feel it is important to pursue at this time. Additionally, we are also aware that this proposed financial review/audit(s) will require additional time and will not meet Gray's charter requirements for FY23 and FY24. The council can address any concern regarding timelines when considering an approval for services.

The council is eager and prepared to move forward with consideration of this proposal as described based on recommendations from Mike and Justine. We look forward to reviewing and considering your contract proposal at a council meeting in the next month.

Regards,  
Krista  
207.572.2809

Krista Chappell  
Chair, Gray Town Council  
kchappell@graymaine.org

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**From:** Michael Foley <mfoley@graymaine.org>  
**Sent:** Tuesday, April 2, 2024 1:59 PM  
**To:** Krista Chappell <kchappell@graymaine.org>; Dan Maguire <dmaguire@graymaine.org>  
**Cc:** Ron Beaulieu <RonB@rlbco.com>; Finance Director <Finance@graymaine.org>  
**Subject:** Fwd: Memorandum Of Understanding

Krista & Dan,

Below please find some correspondence I have had with a potential auditor based on the concerns I have had and they have confirmed in their outline. Justine and I would like to move forward with this new firm and before they draft up a contract for which the full Town Council can vote on it, they would like confirmation from Council leadership this is something you would like to move forward with. Once confirmed, he will draft up a contract based on what he has outlined below.

Ron from our new firm is copied here and hoping to get confirmation as soon as possible. We can schedule approval at our meeting on 4/23 if it is ready or our meeting on 5/7. Once schedule, we will work to communicate with our previous firm the change.

Thank you in advance for your support of these efforts.

Sincerely,

MF

Michael Foley, Town Manager  
Town of Gray  
24 Main Street  
Gray, Maine 04039  
(207) 657-3715  
mfoley@graymaine.org

This communication and any attached documents is only intended for the use of the addressee(s) and contains information that is privileged and confidential. Unauthorized reading, dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify immediately and promptly destroy the original communication.

NOTICE: In accordance with 1 M.R.S. § 402(3) of Maine's Freedom of Access Act, any record (including this email) in the possession or custody of a public official which has been received or prepared for use in connection with the transaction of public or governmental business or contains information relating to the transaction of public or governmental business may constitute a public record. There are very few exceptions. For more information, please visit [www.maine.gov/foaa](http://www.maine.gov/foaa).

[Begin forwarded message:](#)

**From:** Ron Beaulieu <RonB@rlbco.com>

**Subject:** Memorandum Of Understanding  
**Date:** April 1, 2024 at 10:19:36 AM EDT  
**To:** Michael Foley <mfoley@graymaine.org>

Michael Foley, Town Manager  
Town Of Gray

Good Morning Michael,

Thank you for requesting professional services(accounting and auditing) from my firm for fiscal year ended 6-30-2023.

We have had the chance to review some information regarding The Town of Gray, and have considered the following

1. Prior Audited Financial Statement Of 6-30-2022 not reported on until 10<sup>th</sup> month after year end.
2. Auditor made 27 correcting journal entries totaling over 14 million dollars.
3. Fraud was discovered during the audit.
4. Four Town Managers over a short period of a few years
5. Four Finance Directors over a short period of a few years.
6. Same auditing firm for over 15 years.
7. Current management cannot tie trial balance to prior audited financial statements.
8. Currently, bank reconciliations have not been performed since June of 2022.

Based upon the above, we:

1. Preliminary assessment that the Town of Gray is a High Risk Auditee.
2. Assessment that the audit process will not to be efficient, and likely will not occur in a timely manner..
3. Anticipate issuing a lengthy Internal Control Report with material deficiencies.

At this point of time , the firm of RLB&CO can informally offer you the following:

1. Services of drafting the 6-30-2023 financial statements directly from your trial balance, followed by an audit of the financial statement. We ballpark estimate (guesstimate) that the fees for these professional services may be \$100,000. This ballpark estimate will serve as a basis for a nonrefundable retainer fee. This ball park estimate is not a guarantee, and billings will be for hours incurred at our regular hourly rates.
2. The timeframe of services to begin 15 days after signed engagement letter, and may continue for 12 months before reports are available. It could take longer.
3. Subject to my firms Pre-engagement procedures and resulting engagement letter.
4. Confirmation from the Council that the Charter requirement of an audit completion within 180 days of year end, is null and void for FYE 6-30-2023 and 2024.

If you and the Council are in agreement with this understanding, please let me know and I will begin my Pre-Engagement Procedures and upon satisfactory completion of such, I will be able to prepare an engagement letters for execution by the Council.

Sincerely  
Ron L. Beaulieu, CPA

**RON L. BEAULIEU & COMPANY**  
**CERTIFIED PUBLIC ACCOUNTANTS**

41 Bates Street  
Portland, Maine 04103  
[www.RLBCO.com](http://www.RLBCO.com)  
207-775-1717

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**From:** Michael Foley [<mailto:mfoley@graymaine.org>]  
**Sent:** Tuesday, March 19, 2024 9:03 AM  
**To:** Ron Beaulieu  
**Subject:** Re: Town of Gray

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR CODE ENFORCEMENT OFFICER**

This PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made this \_\_\_ day of April, 2024, by and between the **Town of North Yarmouth**, a municipality organized under the laws of the State of Maine, with a mailing address of 10 Village Square Road, North Yarmouth, Maine 04907 (“North Yarmouth”) and the **Town of Gray**, a municipality organized under the laws of the State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (“Gray”) (individually, each a “Town,” and together, the “Towns”).

W I T N E S S E T H:

**WHEREAS**, the position of Code Enforcement Officer in North Yarmouth is currently vacant;  
and

**WHEREAS**, while the position remains vacant, the North Yarmouth Select Board wishes to retain the services of the Code Enforcement Officer appointed by Gray, to also serve as Code Enforcement Officer for North Yarmouth; and

**WHEREAS**, Gray has agreed to allow the Code Enforcement Officer and the staff of the Gray Code Enforcement Office to provide services in North Yarmouth, while remaining full-time employees of Gray, consistent with the requirements of Maine law, Gray Charter, and this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Services.**
  - a. ***Generally.*** Gray shall provide North Yarmouth with certain Code Enforcement Officer services, all as further outlined in **Schedule A** to this Agreement (the “Services”). The Services will be performed by or at the direction of the Lead Code Enforcement Officer appointed by Gray (the “CEO”), who during the term of this Agreement shall serve as Code Enforcement Officer for North Yarmouth, subject to appointment to such office by the North Yarmouth Select Board and North Yarmouth’s completion of all other official acts of appointment as required by applicable law. The CEO may assign work to other staff within the Gray Code Enforcement Office to be performed for North Yarmouth as the CEO deems necessary and reasonable (“CEO Staff”).
  - b. ***Hours Per Week.*** It is the expectation of the Towns that the CEO and CEO Staff shall perform the Services for North Yarmouth between five and ten hours each calendar week; provided, however, that North Yarmouth understands and agrees that proper completion of the Services may take more or less than this budgeted time. The Towns agree to meet and work collaboratively to establish a schedule of work hours that meets the needs of both communities; provided, however, that the Town of Gray shall remain the CEO’s and CEO Staff’s primary employer and responsibility.

- c. ***Additional Administrative Support.*** Gray will, in its sole discretion and control, provide additional administrative support in furtherance of the CEO's performance of the Services ("Administrative Support") to the extent Gray deems necessary, subject to the reimbursement provisions set forth in Section 3 below.
- d. ***Changes to Scope of Services.*** North Yarmouth may freely request changes to the scope of the Services. However, no change to the scope of Services may occur without Gray's signed consent, which shall not be unreasonably withheld.

2. **Effective Date; Term and Termination.** This Agreement is effective as of April 1, 2024 (the "Effective Date") and shall continue for a period not to exceed June 30, 2025, unless extended by mutual agreement of the Towns or unless earlier terminated by either Town as set forth herein. Either Town may terminate this Agreement for convenience upon **30 days'** written notice to the other Town. Neither Gray nor North Yarmouth shall have any ongoing obligation to the other after the effective date of termination; provided, however, that North Yarmouth shall remain responsible for reimbursing Gray for any Additional Administrative Support Time expended up to the effective date of termination.

3. **Reimbursement: Rate and Procedure.** Gray has determined and North Yarmouth has agreed that the time expended by the CEO and CEO Staff in performance of the Services for the duration of this Agreement shall be valued at a flat rate of **\$40,000** (forty thousand dollars) annually paid in equal monthly payments. Gray shall invoice North Yarmouth monthly for the services provided within the previous calendar month. In addition to the equal monthly payments set forth above, Gray shall include on each monthly invoice any amounts required for reimbursement of travel by the CEO and CEO Staff in the performance of the Services. Such travel reimbursement shall not include any time or mileage spent by the CEO or CEO Staff for commuting and shall be paid at the current standard mileage rate published by the Internal Revenue Service. North Yarmouth shall remit the amount invoiced by check or other certified funds within **30 days** of the date of the invoice. North Yarmouth shall not be responsible for providing the CEO or any other employees of Gray, with any employment, insurance or other fringe benefits.

4. **Employer; Right of Control; Remedy.** During the term of this Agreement, the CEO and CEO Staff shall be considered employees of Gray for all purposes including, without limitation, pay, benefits, workers' compensation, and liability insurance coverage. The CEO may, however, receive direction in performing the Services from the North Yarmouth Town Manager as may be necessary and appropriate. The CEO Staff shall take direction from and report solely to the CEO. Notwithstanding the foregoing, North Yarmouth shall not have the right to discipline or otherwise assess the CEO's job performance. Instead, North Yarmouth understands and agrees that its sole remedy for any alleged issues concerning the performance of the Services shall be its ability to terminate this Agreement consistent with all applicable notice provisions and other requirements contained herein.

5. **Subcontracting/Assignment.** This Agreement shall not be subcontracted or assigned by either Town.

6. **Indemnification.** North Yarmouth shall defend, indemnify, and hold Gray harmless from and against any third party claim, demand, loss and costs, including reasonable attorney's fees, arising out of the CEO's or CEO Staff's performance of the Services; provided, however, that nothing in

this Agreement shall be deemed to be a waiver of the immunity or limitations of liability afforded to either Town under the Maine Tort Claims Act (14 M.R.S. §§ 8101-8108), as may be amended, and under State and federal constitutions and law.

7. **Governing Law.** The laws of the State of Maine shall govern this Agreement, without regard to any conflict of law provisions. The Towns agree that all actions and proceedings brought in connection with this Agreement may be litigated in courts located in Cumberland County, Maine.

8. **Other Agreements.** This Agreement represents the entire and integrated agreement between North Yarmouth and Gray with respect to the matters contained herein, and supersedes any and all prior negotiations, representations, or agreements, written or oral.

9. **Severability.** It is understood and agreed by the Towns as parties hereto that if any part, term, or provision with this Agreement is held illegal or in conflict with any law of the State of Maine, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Towns shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be invalid, unless the effect thereof would materially change the economic burden of or benefit to either Town.

10. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon both Towns as parties hereto notwithstanding the fact that both Towns are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile signatures shall be deemed originals, and the Towns agree to exchange original signatures as promptly as possible.

**IN WITNESS WHEREOF**, the Towns hereto have executed, or caused to be executed by their duly authorized officers, this Agreement as of the date first above written.

**TOWN OF NORTH YARMOUTH**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Diane Barnes  
Its: Town Manager

**TOWN OF GRAY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Michael Foley  
Its: Town Manager

**SCHEDULE A:  
SERVICES TO BE PROVIDED BY CODE ENFORCEMENT OFFICER**

During the term of this Agreement, the Code Enforcement Officer shall be responsible for overseeing and/or performing the following services on behalf of the Town of North Yarmouth:

- a. Enforce the various codes as authorized by the Town and complete the duties of a local health officer and E911 Officer as prescribed by the State Statutes.
- b. Issue and inspect various permits including building, plumbing, electrical, and demolition; enforce certain State and municipal zoning ordinances; inspect health and sanitation related issues such as septic systems; maintain liaison with appropriate state and local agencies; and maintain the necessary records system for public access.
- c. Work with a variety of individuals and contractors while administering the inspection and enforcement services of this department.
- d. Inspect buildings at various stages of construction, alteration or repair for compliance with the various codes as prescribed by municipal ordinances, State and federal codes, rules and regulations.
- e. Review various plans that may require permits and may be subject to planning board or zoning board jurisdictional issues.
- f. Analyze and interpret complex construction plans and specifications, utilizing considerable knowledge of approved methods and materials used in building construction, plumbing repair and installations, and electrical repair and installations.
- g. Collaborate frequently with other Town departments (such as Planning, Assessing, Public Safety and Public Works) to ensure excellent customer service and to help people solve problems.
- h. Contact appropriate State representatives and agencies to obtain necessary permits and/or inspections for more complex and/or commercial projects.
- i. Issue the appropriate permits after a timely review of applications.
- j. Suggest updates or additions to current Town codes/ordinances as appropriate.
- k. Investigate complaints of possible code violations including health and sanitation
- l. Provide code information as requested by members of the community.
- m. Issue the appropriate notices of violations and take further enforcement actions as is warranted.
- n. Upon final and satisfactory inspection of a new structure and/or change of use, issue a Certificate of Occupancy when appropriate.
- o. Serve as administrative staff to the Zoning Board of Appeals
- p. Fulfill the duties of the position of Town Health Officer
- q. Plan, prepare, and submit an annual budget to the Town Manager reflecting the needs of both Code Enforcement and Health regulatory requirements.
- r. Support, supervise, and coach the Administrative Assistant.
- s. Attend meetings as requested and authorized by the Town Manager and the Town Select Board.
- t. Fulfill the duties of the position of E911 Officer