



TOWN GRAY
GRAY TOWN COUNCIL
AGENDA • NOVEMBER 17, 2020

**Gray Town
Council Workshop**

**Henry Pennell Municipal Complex
24 Main Street
Gray, ME 04039**

5:30 PM

OPENING STATEMENT:

Due to the Governor's latest Executive Order, the Town Council meeting will NOT take place in person. The meeting will be held online with the link provided the day of the meeting. For the Public Hearing, Residents can click in to participate or call in using the number provided the day of - during the times detailed below. Public Comment are only allowed during the Public Hearing as detailed in the agenda.

CALL TO ORDER

Roll Call

WORKSHOP 5:30 - 6:55 PM

1. Introductions
2. Land and Water Conservation Fund Conversion - Doug Beck
3. Review of Initial Discussion - Hamilton Property
4. Douglas Field Status - Morrison Center
5. Colley Hill Parcel Status & MDOT Main Street Projects
6. Next Steps

ADJOURNMENT

Motion to Adjourn

** 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.*

Deb Cabana

From: Beck, Doug <Doug.Beck@maine.gov>
Sent: Wednesday, June 24, 2015 4:39 PM
To: Deb Cabana
Subject: LWCF 23-00212
Attachments: 23-00212.pdf; conversion_requirements_NPS.pdf

Deborah,

In reviewing the file on the tennis courts project I see that there existed a Joint Use Agreement, not an actual lease agreement between the town and the school. The joint use agreement is a commonly used tool when a site is developed on school property so that all parties understand how this new resource will be shared by the community as a whole. It appears that we are indeed going to have to pursue a conversion.

I have attached the 6(f)(3) boundary map – you got lucky on this one, since it included virtually only the boundary of the courts, and not a larger segment of the property which is now required.

This map should be in the file Mick sent to you, as it appears he copied the entire packet and sent it to you. Looking at the scale on the map, I measured the courts to be 5"x3" so 24,000sqft. Converted to acres this area is approximately .55 acres. You should use this acreage in efforts moving forward as follows:

1. Establish approximate value for acreage of courts taken out of service
2. Identify parcel in town of equal or greater value that the town proposes can be used for the conversion
 - a. It would be publicly owned
 - b. The land would be at least as valuable as the tennis court parcel
 - c. A new outdoor recreation amenity would be developed on this parcel that would meet the obligations of the program.
3. Once we get to this stage we can talk more about particulars, whether the proposed replacement fits the bill in terms of value, proximity and use. Then we can begin conversations with the NPS office and proceed with the conversion.

I have also attached the relevant information and obligations about conversions for your use. One interesting point to consider is that there is a wetlands clause in the NPS guidance around conversions that enables conversions to be made without obligation to replace and redevelop any kind of outdoor recreation amenity if the replacement property is a wetland. The wetland still has to meet or exceed the value however.

Let me know if you have any questions.

Doug

Douglas S. Beck
Outdoor Recreation Supervisor
Grants & Community Recreation Program
Bureau of Parks and Lands
124 State House Station
Augusta, Maine 04333
(207) 287-4962
Doug.Beck@Maine.gov

JOINT USE AGREEMENT

The following is an agreement to establish the regulations regarding the joint use and responsibility for maintenance of tennis courts to be constructed on the Gray-New Gloucester High School lot owned by School Administrative District No. 15.

1. The Town's Parks & Recreation Dept. is to have the responsibility of care attention and maintenance of the court during the summer vacation each year as well as the time following the programs of the high school during the school year; ie: Physical Education classes, intramural programs, and or interscholastic tennis teams. If treatment of the court surface is required periodically, cost of this will be shared equally between Town & District.
2. The Town's Park & Recreation Dept. in addition to its responsibility to construct the playing courts and area, will install tennis net posts and steel tennis nets as well as fencing to enclose the entire area.
3. The Town will be responsible for purchase of liability insurance to cover any accident due to gross negligence on the part of the Town. The District should also carry this type to cover the school year.
4. The District, on a vote by the Towns concerned, shall lease to the Town of Gray that plot of land designated for tennis courts for a period of 20 years renewable.
5. As rent for said term, Town will pay District One Dollar, receipt of which is acknowledged.

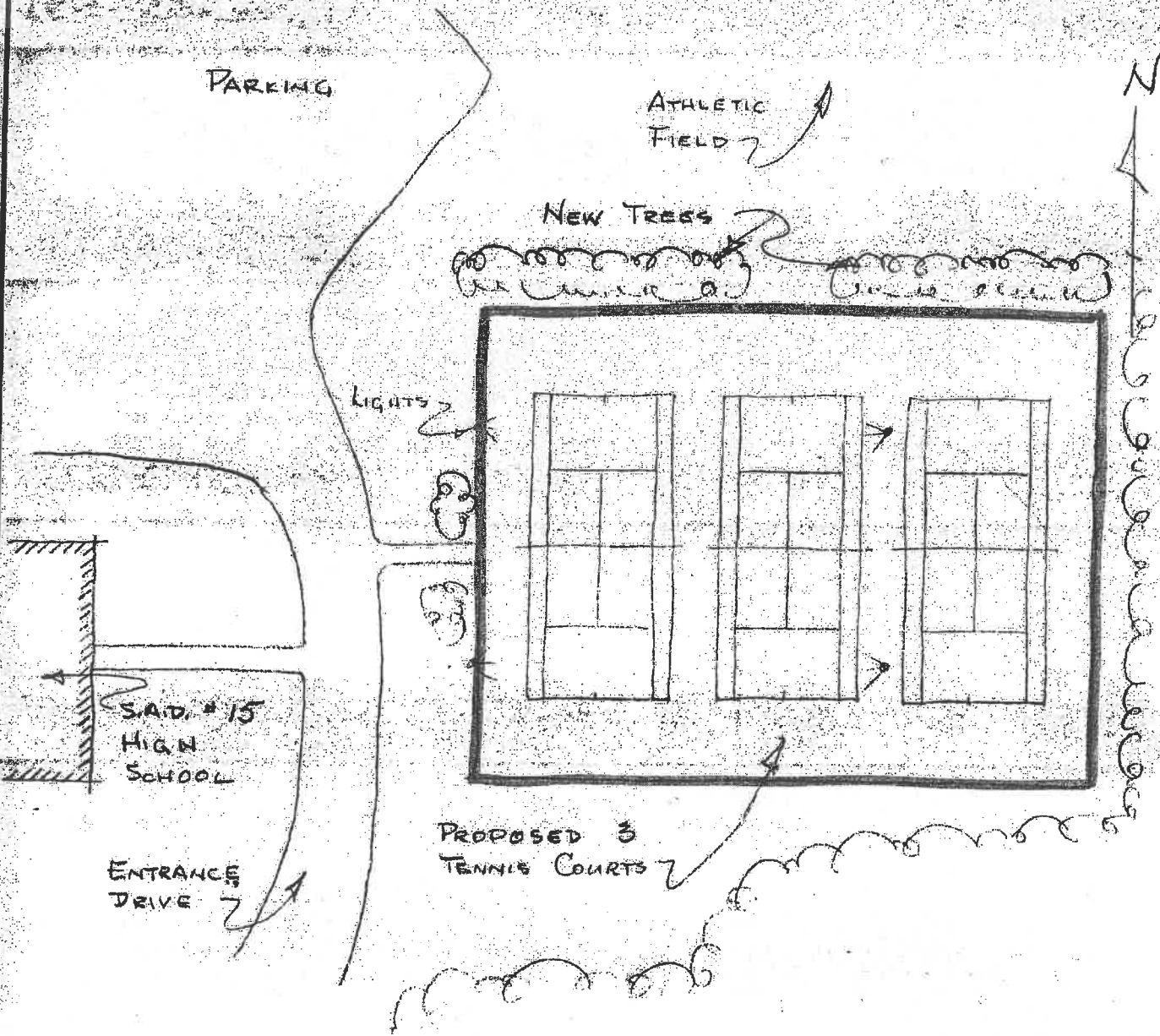
Under the foregoing conditions, the District grants permission to the Town of Gray to construct tennis courts on the Gray-New Gloucester High School lot in the area mutually agreed upon.

Witness:

x Gonda A. Carr

x W. B. D. D. D.

Enclosed- Proposed layout of courts and approximate position on drawn map of total school area.



GRAY TENNIS COURTS
 SCHEMATIC SITE PLAN
 1" = 40' ±

State of Maine
 DEPT. of PARKS & RECREATION
 Augusta, Maine
 By EME Date 12-4-73

§ 51.103

preference by operation of law, the Director will permit the concessioner to exercise a renewal preference for the contract subject to and in accordance with the otherwise applicable right of preference terms and conditions of this part, including, without limitation, the requirement for submission of a responsive proposal pursuant to the terms of an applicable prospectus. The Director, similarly, will permit any holder of a 1965 Act concession contract that a court of competent jurisdiction determines in a final order is entitled to a renewal preference, for any reason, to exercise a right of preference in accordance with the otherwise applicable requirements of this part, including, without limitation, the requirement for submission of a responsive proposal pursuant to the terms of an applicable prospectus.

§ 51.103 Severability.

A determination that any provision of this part is unlawful will not affect the validity of the remaining provisions.

Subpart M—Information Collection

§ 51.104 Have information collection procedures been followed?

(a) The Paperwork Reduction Act provides that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB Control Number. The information collection for submission of proposals in response to concession prospectuses contained in this part have been approved by the Office of Management and Budget as required by 44 U.S.C. 3501 *et seq.* and assigned clearance number 1024-0125, extended through May 30, 2000. An information collection for proposed transfers of concession operations is covered by OMB Approval No. 1024-0126 effective through August 31, 2002.

(b) The public reporting burden for the collection of information for the purpose of preparing a proposal in response to a contract solicitation is estimated to average 480 hours per proposal for large authorizations and 240 hours per proposal for small authorizations. The public reporting burden for

36 CFR Ch. I (7-1-03 Edition)

the collection of information for the purpose of requesting approval of a sale or transfer of a concession operation is estimated to be 80 hours. Please send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Information Collection Officer, National Park Service, 1849 C Street, Washington, DC 20240; and to the Attention: Desk Officer for the Interior Department, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

(c) Additional reporting and record-keeping requirements were identified in subpart F regarding appeal of a preferred offeror determination, subpart G regarding leasehold surrender interest and in subpart K regarding record-keeping that are not covered under OMB approval. An emergency information collection request to cover these requirements has been prepared and submitted to OMB for approvals. These additional information collection requirements will not be implemented until OMB approves the emergency request. The Director will publish a FEDERAL REGISTER notice when OMB has approved these requirements.

PART 59—LAND AND WATER CONSERVATION FUND PROGRAM OF ASSISTANCE TO STATES; POST-COMPLETION COMPLIANCE RESPONSIBILITIES

Sec.

- 59.1 Applicability.
- 59.2 Information collection.
- 59.3 Conversion requirements.
- 59.4 Residency requirements.
- 59.5-59.6 [Reserved]

AUTHORITY: Sec. 6, L&WCF Act of 1965 as amended; Pub. L. 88-578; 78 Stat. 897; 16 U.S.C. 4601-4 *et seq.*

SOURCE: 51 FR 34184, Sept. 25, 1986, unless otherwise noted.

§ 59.1 Applicability.

These post-completion responsibilities apply to each area or facility for which Land and Water Conservation Fund (L&WCF) assistance is obtained, regardless of the extent of participation of the program in the assisted area

National Park Service, Interior

§ 59.3

or facility and consistent with the contractual agreement between NPS and the State. Responsibility for compliance and enforcement of these provisions rests with the State for both State and locally sponsored projects. The responsibilities cited herein are applicable to the area depicted or otherwise described on the 6(f)(3) boundary map and/or as described in other project documentation approved by the Department of the Interior. In many instances, this mutually agreed to area exceeds that actually receiving L&WCF assistance so as to assure the protection of a viable recreation entity. For leased sites assisted under L&WCF, compliance with post-completion requirements of the grant ceases following lease expiration unless the grant agreement calls for some other arrangement.

§ 59.2 Information collection.

The information collection requirements contained in § 59.3 have been approved by the Office of Management and Budget under 44 U.S.C. 3501 *et seq.* and assigned clearance number 1024-0047. The information is being collected to determine whether to approve a project sponsor's request to convert an assisted site or facility to other than public outdoor recreation uses. The information will be used to assure that the requirements of section 6(f)(3) of the L&WCF Act would be met should the proposed conversion be implemented. Response is required in order to obtain the benefit of Department of the Interior approval.

§ 59.3 Conversion requirements.

(a) *Background and legal requirements.* Section 6(f)(3) of the L&WCF Act is the cornerstone of Federal compliance efforts to ensure that the Federal investments in L&WCF assistance are being maintained in public outdoor recreation use. This section of the Act assures that once an area has been funded with L&WCF assistance, it is continually maintained in public recreation use unless NPS approves substitution property of reasonably equivalent usefulness and location and of at least equal fair market value.

(b) *Prerequisites for conversion approval.* Requests from the project spon-

sor for permission to convert L&WCF assisted properties in whole or in part to other than public outdoor recreation uses must be submitted by the State Liaison Officer to the appropriate NPS Regional Director in writing. NPS will consider conversion requests if the following prerequisites have been met:

(1) All practical alternatives to the proposed conversion have been evaluated.

(2) The fair market value of the property to be converted has been established and the property proposed for substitution is of at least equal fair market value as established by an approved appraisal (prepared in accordance with uniform Federal appraisal standards) excluding the value of structures or facilities that will not serve a recreation purpose.

(3) The property proposed for replacement is of reasonably equivalent usefulness and location as that being converted. Dependent upon the situation and at the discretion of the Regional Director, the replacement property need not provide identical recreation experiences or be located at the same site, provided it is in a reasonably equivalent location. Generally, the replacement property should be administered by the same political jurisdiction as the converted property. NPS will consider State requests to change the project sponsor when it is determined that a different political jurisdiction can better carry out the objectives of the original project agreement. Equivalent usefulness and location will be determined based on the following criteria:

(i) Property to be converted must be evaluated in order to determine what recreation needs are being fulfilled by the facilities which exist and the types of outdoor recreation resources and opportunities available. The property being proposed for substitution must then be evaluated in a similar manner to determine if it will meet recreation needs which are at least like in magnitude and impact to the user community as the converted site. This criterion is applicable in the consideration of all conversion requests with the exception of those where wetlands are proposed as replacement property. Wetland areas and interests therein



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE CONSERVATION CORPS
124 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0124

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

August 8, 2014

Deborah Cabana, Town Manager
Town of Gray
24 Main Street
Gray Maine 04039

Re: 23-00212, Town of Gray Tennis Courts

Dear Ms. Cabana,

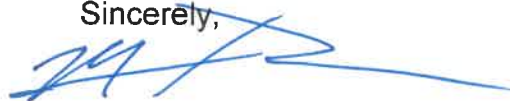
I have talked with the school district in regards to the tennis courts that were taken down and replaced with a parking lot. The original grant was signed by the town and therefore the town's responsibility. I just spoke with Bill Dale, an attorney who is representing the town and he asked some questions about this project.

He asked about the useful life of the project and what happens after the useful life has passed. If the useful life of the tennis courts had passed, the property still must remain open to outdoor recreation in perpetuity. In many similar cases these courts are used for other outdoor recreation activities once the property is no longer used for tennis. I explained that the town needs to find a replacement property for these tennis courts. The property must be of equal or greater appraised value than the old tennis courts, must be owned by the town and not be currently used for outdoor recreation. The old property and the replacement property must be appraised at "Yellow Book" standards which the federal government requires. These appraisals can be done by the same appraiser but must be reviewed by someone independent to make sure the "yellow book" standards are met. It is not appraised value of the original grant, but the property appraised value. It can be property that the town owns that is not currently used for outdoor recreation. It can be for a different activity also, hiking trails, Community Park, or other outdoor activities. In most cases, I meet with the sponsor or your attorney to go over the process and discuss options for the town.

There have been recent conversion projects in the town of Falmouth and a current conversion project in Portland if you or your attorney would like to talk with them about their process and who they used for these appraisals. I stressed to Mr. Dale that I need to meet on site of the replacement property to make sure it qualifies for replacement property and have this approved by National Park Service prior to any appraisals being started.

Again, I come and meet with you at any time to discuss your options or you can contact me by e-mail: mick.rogers@maine.gov or call 207-287-4962.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mick Rogers', with a long horizontal flourish extending to the right.

Mick Rogers,
Alternate Liaison Officer
Maine Bureau of Parks and Lands



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE CONSERVATION CORPS
124 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0124

WALTER E. WHITCOMB
COMMISSIONER

July 17, 2014

Deborah Cabana, Town Manager
Town of Gray
24 Main Street
Gray Maine 04039

Re: Land and Water Conservation Funded Project

Dear Ms. Cabana,

I have enclosed the entire file for the tennis court project. As you can see, the tennis court project was the town of Gray's project, not the school district. It was signed by the town manager in 1973.

I will send a similar letter to the school district about the project and the possible replacement property but from my files, it appears it is the town's responsibility. I will give you a call to discuss the end of next week as I will be working in Aroostook County until Thursday night.

If there is some documentation in the town's files stating it was the responsibility of the school district for the tennis courts, it was never amended on the original project agreement with our office.

I will be checking my e-mail while I am working so if you have any questions before then, please let me know. I can be reached by e-mail:

mick.rogers@maine.gov.

Sincerely,

Mick Rogers, Alternate State Liaison Officer
Maine Bureau of Parks and Public Lands

*Sorry but I didn't
have file when I called
you. I will call next
week.*



STATE OF MAINE
DEPARTMENT OF CONSERVATION
22 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0022

JOHN ELIÁS BALDACCI
GOVERNOR

PATRICK K. MCGOWAN
COMMISSIONER

November 8, 2004

Dean Bennett
Town of Gray
6 Shaker Rd.
Gray, ME 04039

Re: Land and Water Conservation Fund Project
Civil Rights Act of 1964

Dear Dean Bennett,

The National Park Service (NPS), administrator of the federal Land and Water Conservation Fund (LWCF), requires that no person be denied the benefits of, or be subject to discrimination with respect to access and use of these federally assisted facilities/sites.

If you received an LWCF grant in the past, it was acceptable to have the Title VI of the Civil Rights Act of 1964 ("An Equal Opportunity for All") posted at your administrative office. I have recently been notified by NPS that they now require a Title VI or comparable poster be located in a conspicuous place at each LWCF-funded facility/site, regardless of when funding was received. Our records show you have LWCF funding for the following project:

2300212 - Gray Tennis Courts

I am asking for your assistance in bringing your LWCF funded facilities into compliance by locating an appropriate sign at each of the above facilities/sites. If you do not have the "An Equal Opportunity for All" posters, the following language has been reviewed and approved by NPS as suitable signage:

This facility is open and available to the general public pursuant to Land and Water Conservation Act of 1964 and is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. If you believe you have been discriminated against on the basis of your race, color, national origin, disability, or age, please contact:



The Director
Office of Equal Opportunity
U.S. Department of the Interior
1849 C Street, N.W.
Washington, DC 20240

Some of our recent grant recipients have simply printed this in large font on standard paper and laminated it. This provides inexpensive and easily replaceable signs.

Please contact me after signs are in place at each of your LWCF projects. Future availability of LWCF federal funding for eligible organizations in Maine may be dependent upon meeting this requirement in a timely manner.

Please contact me at 287-4962 or at bud.newell@maine.gov if you have any questions regarding this request. Thank you for your assistance.

Sincerely,



A. E. Newell III
Alt. State Liaison Officer

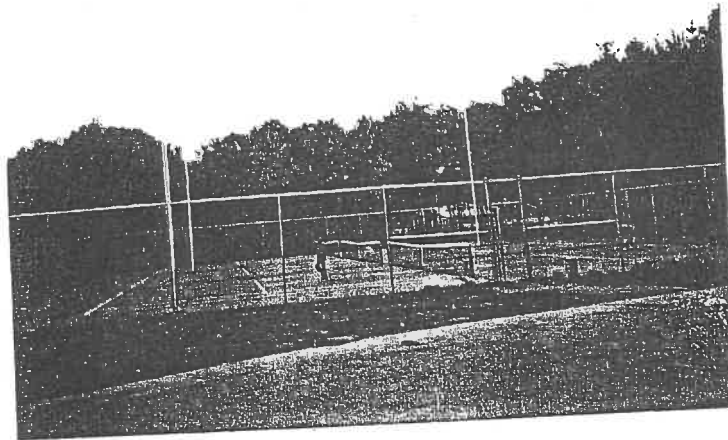
STATE OF MAINE
ON-SITE INSPECTION REPORT

PROJ. NO. 23-00212 PROJ. TITLE GRAY TENNIS COURTS
DATE 10-10-74 PROJ. PERIOD 12-11-73 TO 12-31-74
ACQUISITION _____ DEVELOPMENT X PRE-AWARD _____ PROGRESS _____ FINAL X
INSPECTED BY: Brian S. Powers, Assistant Supervisor, Federal Aid
State Bureau of Parks and Recreation

FINDINGS: One of the three courts was in use at the time of my visit.
The project has been completed as originally approved.

The quality of workmanship is very good and should provide
for many years of low-cost operation.

Although an acknowledgment sign was not up at the time of
my inspection, one has since been purchased and installed.



TO FUTURE INSPECTORS:

Check on project sign.

Sig. _____

Acting State Liaison Officer

Photographs are attached.

STATE OF MAINE
BUREAU OF PARKS & RECREATION

LAND & WATER CONSERVATION FUND
AND
MUNICIPAL RECREATION FUND
PROJECT AGREEMENT AMENDMENT

Political Subdivision TOWN OF GRAY
Project Title GRAY TENNIS COURTS
Project Period 12-11-73 to 12-31-74 Project No. 23-00212

This Amendment, effective this 24, day of June, 1974, is hereby attached to and made a part of the LAND AND WATER CONSERVATION FUND AND MUNICIPAL RECREATION FUND PROJECT AGREEMENT between the STATE OF MAINE and the Town/~~City~~ of Gray dated Jan. 7, 1974.

The attached copy of the LAND AND WATER CONSERVATION FUND PROJECT AMENDMENT is hereby incorporated by this AMENDMENT as a part of the original AGREEMENT.

STATE OF MAINE
TOWN/~~CITY~~ OF GRAY POLITICAL SUBDIVISION

BY Fred M. Bartlett BY Walter B. French - Mayor
Director, Parks & Recreation

Date June 24, 1974

Date June 26, 1974

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State MAINE

Project Amendment No. 23-00212.1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT TO Project Agreement No. 23-00212 is hereby made and agreed upon by the United States of America, acting through the Director of the Bureau of Outdoor Recreation and by the State of Maine, pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above-mentioned agreement is amended by adding the following:

PROJECT SCOPE

Unchanged

PROJECT COSTS:

	<u>From</u>	<u>To</u>
Total Cost	\$ 24,000	\$ 33,000
Fund Amount	12,000	16,500
Cost This Stage	24,000	33,000
Assistance This Stage	12,000	16,500

23-005-0000
The Cumberland - WA

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By

[Signature]
(Signature)

MAINE

(State)

Assistant Regional Director

(Title)

Bureau of Outdoor Recreation
United States Department of
the Interior

By

[Signature]
(Signature)

Fred M. Bartlett

(Name)

Date

6/8/74

Acting State Liaison Officer

(Title)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Outdoor Recreation

State MAINE
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Unchanged

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	<u>From</u>	<u>To</u>
Total Cost	\$ 24,000	\$ 33,000
Fund Amount	12,000	16,500
Cost This Stage	24,000	33,000
Assistance This Stage	12,000	16,500

23-005-0000
Ma - Cumberland - n/a
In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA
By [Signature]
(Signature)

Assistant Regional Director
(Title)

Bureau of Outdoor Recreation
United States Department of
the Interior

Date 6/8/74

STATE
MAINE
(State)

By [Signature]
(Signature)

Fred M. Bartlett
(Name)

Acting State Liaison Officer
(Title)

STATE OF MAINE
BUREAU OF PARKS & RECREATION
LAND & WATER CONSERVATION FUND
AND
MUNICIPAL RECREATION FUND
PROJECT AGREEMENT

Political Subdivision Town of Gray, Maine

Project Title Gray Tennis Courts

Project Period 12-11-73 to 12-31-74 Project No. 23-00212

Project Scope:

This project consists of the construction by the Town of Gray of three (3) all-weather tennis courts (two lighted) in the Town of Gray.

The development will be accomplished in one stage and will include engineering (some pre-dating approval), site preparation, paving, fencing, nets and posts, night lighting, and a project sign.

THIS AGREEMENT is hereby made between the State of Maine, by and through the Bureau of Parks and Recreation, hereinafter called the STATE, and the ~~(City)~~ (Town) of Gray, hereinafter called the RECIPIENT.

WITNESS:

WHEREAS, the United States of America, represented by the Director, Bureau of Outdoor Recreation, United States Department of the Interior, and the State of Maine have entered into an agreement (which with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the "Agreement") pursuant to the Land & Water Conservation Fund Act of 1965, 78 Stat. 897, (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the "Project"), for the benefit of the RECIPIENT; and,

WHEREAS, the Agreement between the United States of America and the STATE imposes responsibilities upon the STATE which the STATE has assured will apply to the RECIPIENT and which the RECIPIENT agrees to perform;

NOW, THEREFORE, for valuable consideration, the STATE and the RECIPIENT agree as follows:

1. The Agreement is hereby attached and made a part hereof this agreement, and the RECIPIENT hereby agrees to discharge, perform, and fully satisfy all provisions of the Agreement directly or indirectly applicable to the RECIPIENT, and the RECIPIENT further agrees that it shall not, through any act or omission, violate any provision of the Agreement.
2. In connection with all phases of the Project, including all work to be performed in the development thereof, the RECIPIENT agrees as follows:
 - A. RECIPIENT shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646; 84 Stat. 1894) including amendments thereto and regulations thereunder, as permitted by Title I M.R.S.A. Chapter 23.
 - B. RECIPIENT agrees to execute and complete the Project strictly within the above referenced Project Scope. Subsequent to this Agreement, any change in the use or the substantial change in the design or arrangement of the Project must have the prior written approval of the STATE and the Bureau of Outdoor Recreation of the U. S. Department of the Interior.
 - C. RECIPIENT shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the RECIPIENT shall have submitted reasonably detailed plans and specifications of the Project to the STATE for approval and shall have received the written approval of the STATE.
 - D. All contracts for work on the Project in excess of ~~\$100,000~~ ^{\$2,500} shall be awarded through competitive bidding.
 - E. RECIPIENT shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records for a period of three (3) years following final completion of the Project.
 - F. The eligibility of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the criteria set forth in the Bureau of Outdoor Recreation Grants-in-Aid Manual.

3. The RECIPIENT agrees that after completion of the Project it will, at its sole expense, retain the land acquired and/or improvements thereon developed (as the case may be) as a result of the Project (hereinafter referred to as the "Facilities") and operate the Facilities in a first-class manner for the service of the general public for the lifetime of the Facilities. In addition, the RECIPIENT shall comply with the following particular requirements:
 - A. The Facilities shall be retained by the RECIPIENT and not transferred or encumbered and shall be used exclusively for public outdoor recreation. The use of the Facilities shall not be changed from that contemplated and approved as of the date hereof, unless prior written approval of such a change is obtained from the STATE and the Bureau of Outdoor Recreation. The Facilities shall be kept open at reasonable hours and times of the year consistent with the type of recreation offered and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex, or residence, who are otherwise eligible according to reasonable published rules applicable to use of the Facilities.
 - B. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public. Sanitation and sanitary facilities shall be provided and maintained at least in accordance with applicable State and Local public health laws or regulations. The Facilities shall be kept reasonably safe for public use and shall be kept in good and operable condition and repair, reasonable wear only excepted, throughout the lifetime of the Facilities.
4. If the RECIPIENT fails to comply with any provision of this agreement, including particular provisions relating to operation, maintenance, and repair of the Facilities, the STATE may, in addition to other legal rights it may have, operate the Facilities or perform the required maintenance and repairs, in which event the RECIPIENT, shall, promptly upon request, reimburse the STATE for all funds expended for the operation of and for the maintenance or repairs performed by or at the direction of the STATE.
5. The RECIPIENT shall post in a prominent place on the Facilities, and maintain in good condition, a sign giving permanent public acknowledgment of assistance from the Land and Water Conservation Fund.
6. The Project and Facilities and all records pertaining thereto shall, at all reasonable times, be available for inspection by the STATE OR ITS AGENTS OR DESIGNEES.
7. The STATE shall obligate from the Municipal Recreation Fund (Title 12 M.R.S.A. § 602 sub § 14) to the RECIPIENT \$ 6,000 . and tender to the RECIPIENT that portion of the obligation which is required to pay the STATE's share of the cost of the Project, which share is to be at a percentage rate of 25 %.

8. The following special terms and conditions are made a part of this agreement:

None

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this agreement as of the dates entered hereinbelow.

Date 12 / 28, 1973

By Lawrence Street
STATE OF MAINE
Director, Bureau of Parks & Recreation

POLITICAL SUBDIVISION

TOWN OF GRAY, MAINE

Date January 7th, 1974

By W. D. Groshom Jr
(Signature)
Director, Parks & Recreation
(Title)

APPROVED AS TO FORM
1/9 1974
L. Walker
Assistant Attorney General

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT

General Provisions

A. Definitions

1. The term "BOR" as used herein means the Bureau of Outdoor Recreation, United States Department of the Interior.
2. The term "Director" as used herein means the Director of the Bureau of Outdoor Recreation, or any representative lawfully delegated the authority to act for such Director.
3. The term "Manual" as used herein means the Bureau of Outdoor Recreation Manual.
4. The term "project" as used herein means that project or project stage which is the subject of this agreement.
5. The term "State" as used herein means the State which is a party to this agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State.

B. Project Execution

1. The State shall execute and complete the approved project in accordance with the time schedule set forth in the project proposal. Failure to render satisfactory progress or to complete this or any other project which is the subject of Federal assistance under this program to the satisfaction of the Director may be cause for the suspension of all obligations of the United States under this agreement.
2. Construction contracted for by the State shall meet the following requirements:
 - (a) Contracts for construction in excess of \$10,000 shall be awarded through a process of competitive bidding. Copies of all bids and a copy of the contract shall be retained for inspection by the Director.
 - (b) The State shall inform all bidders on contracts for construction in excess of \$10,000 that Federal funds are being used to assist in construction.
 - (c) Written change orders to contracts for construction in excess of \$10,000 shall be issued for all necessary changes in the facility. Such orders shall be made a part of the project file and shall be kept available for audit.
 - (d) The State shall comply with the regulations of the Secretary of Labor contained in 29 CFR 3 (1964), made pursuant to 40 U.S.C. Sec. 276(c) (1964), which require from each contractor or subcontractor a weekly wage payment statement. Such regulations are hereby incorporated into this agreement by reference.
 - (e) The State shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(f) The State shall (1) comply with the above provisions in construction work carried out by itself, (2) assist and cooperate actively with the BOR and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the above contract provisions and with the rules, regulations, and relevant orders of the Secretary of Labor, (3) obtain and furnish to the BOR and to the Secretary of Labor such information as they may require for the supervision of such compliance, (4) enforce the obligation of contractors and subcontractors under such provisions, rules, regulations, and orders, (5) carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the BOR pursuant to Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965, and (6) refrain from entering into any contract with a contractor debarred from Government contracts under Part II, Subpart D, of Executive Order No. 11246 of September 24, 1965.

3. The State shall secure completion of the work in accordance with the approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
4. The State shall permit periodic site visits by the Director to insure work progress in accordance with the approved project, including a final inspection upon project completion.
5. In the event funds should not be available for future stages of the project, the State shall bring the project to a point of usefulness agreed upon by the State and the Director.
6. All significant deviations from the project proposal shall be submitted to the Director for prior approval.
7. Development plans and specifications shall be available for review by the Director upon request.
8. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser. The reports of such appraisers shall be available for inspection by the Director.
9. If any tract or parcel of, or interest in, real property subject to being purchased under the provisions of this agreement, but not identified herein, is found by the Director for any reason not to be suitable for Federal assistance, all obligations of the United States hereunder shall cease as to such parcel, tract or interest.

C. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual.

D. Project Administration

1. The State shall promptly submit such reports as the Director may request.
2. Property and facilities acquired or developed pursuant to this agreement shall be available for inspection by the Director upon request.

3. The State shall use any funds received by way of advance payment from the United States under the terms of this agreement solely for the project or project stage herein described.
4. Interest earned on funds granted pursuant to this agreement shall not be available for expenditure by the State, but shall be disposed of according to instructions issued by the Director.
5. Because one of the basic objectives of the Land and Water Conservation Fund Act is to enhance and increase the Nation's outdoor recreation resources, it is the intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

E. Project Termination

1. The State may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the State makes any expenditure or incurs any obligation with respect to the project.
2. Failure by the State to comply with the terms of this agreement or any similar agreement may be cause for the suspension of all obligations of the United States hereunder.
3. Failure by the State to comply with the terms of this agreement shall not be cause for the suspension of all obligations of the United States hereunder if, in the judgment of the Director, such failure was due to no fault of the State. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement.
4. Because the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quantity and quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement, the State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.

F. Conflict of Interests

1. No official or employee of the State who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the State in connection with this project shall have a financial or other personal interest other than his employment or retention by the State, in any contract or subcontract in connection with this project. No officer or employee of such person retained by the State shall have any financial or other personal interest in any real property acquired for this project unless such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the State.
3. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefit.
4. The State shall be responsible for enforcing the above conflict of interest provisions.

G. Hatch Act

No officer or employee of the State whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. Sec. 118k (1964), with the exceptions therein enumerated.

H. Financial Records

1. The State shall maintain satisfactory financial accounts, documents, and records, and shall make them available to the BOR, the Department of the Interior, and to the General Accounting Office for auditing at reasonable times. Such accounts, documents, and records shall be retained by the State for three years following project termination.

2. The State may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual.

I. Use of Facilities

1. The State shall not at any time convert any property acquired or developed pursuant to this agreement to other than the public outdoor recreation uses specified in the project proposal attached hereto without the prior approval of the Director.
2. The State shall operate and maintain, or cause to be operated and maintained, the property or facilities acquired or developed pursuant to this agreement in the manner and according to the standards set forth in the Manual.

J. Nondiscrimination

1. The State shall not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this agreement.
2. The State shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, 78 Stat. 241 (1964), and with the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17 (1964).
3. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence.

K. Compliance

The State shall be responsible for compliance with the terms of this agreement by any political subdivision or public agency to which funds are transferred pursuant to this agreement. Failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

L. Manual

The State shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this agreement.

UNITED STATES DEPARTMENT OF THE INTERIOR
 Bureau of Outdoor Recreation
 Land and Water Conservation Fund Project Agreement

State MAINE	Project Number 23-00212
Project Title GRAY TENNIS COURTS	
Period Covered by this Agreement N/A	Project Period Approval to 12-31-74

Project Scope (Description of Project)
This project consists of the construction by the Town of Gray of three (3) all-weather tennis courts (two lighted) in the Town of Gray.

The development will be accomplished in one stage and will include engineering (some pre-dating approval), site preparation, paving, fencing, nets and posts, night lighting, and a project sign.

23-005-0000
 Me-Cumberland-N/A

Project Stage Covered by this Agreement

COMPLETE DEVELOPMENT

Project Cost

Total Cost	\$ <u>24,000</u>
Fund Support	<u>50</u> %
Fund Amount	\$ <u>12,000</u>
Cost of this Stage	\$ <u>24,000</u>
Assistance this Stage	\$ <u>12,000</u>

The following attachments are hereby incorporated into this agreement:

1. General Provisions **dtd. Dec., 1965**
2. Project Proposal
3. _____
4. _____

The United States of America, represented by the Director, Bureau of Outdoor Recreation, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

This agreement is not subject to the provisions of Section B.2(d) and D.4 of the attached General Provisions dated Dec., 1965.

The State of Maine will transfer to the Town of Gray all funds granted hereunder.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

By C. A. D. Whitney
(Signature)

Chief, Grants Division

(Title)

Bureau of Outdoor Recreation
United States Department of
the Interior

Date 12/11/73

STATE

MAINE

(State)

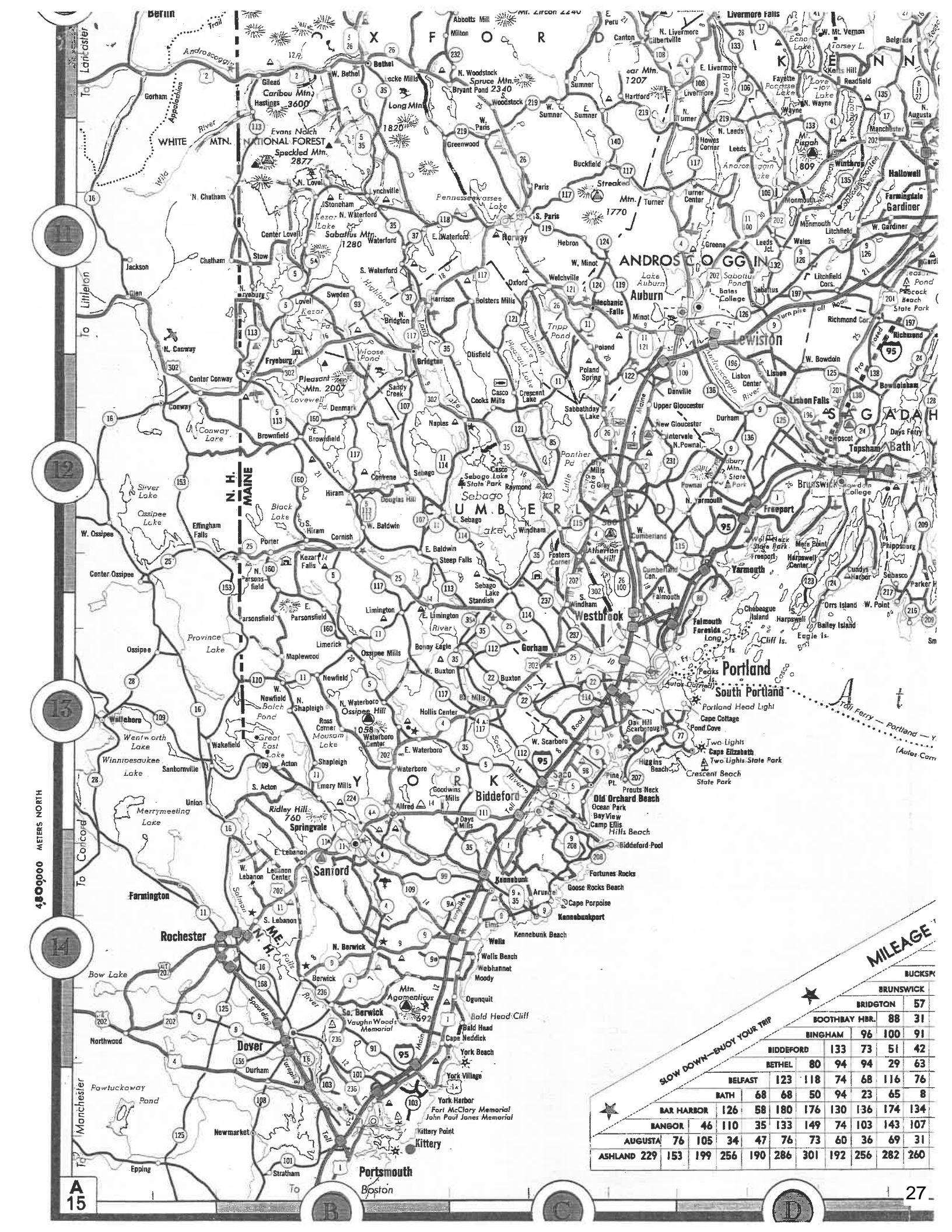
By Lawrence Stuart
(Signature)

Lawrence Stuart

(Name)

State Liaison Officer

(Title)



12

13

14

A 15

MILEAGE

	BUCKSP									
	BRUNSWICK									
	BRIDGTON 57									
	BOOTHBAY HBR. 88 31									
	BINGHAM 96 100 91									
	BIDDEFORD 133 73 51 42									
	BETHEL 80 94 94 29 63									
	BELFAST 123 118 74 68 116 76									
	BATH 68 68 50 94 23 65 8									
	BAR HARBOR 126 58 180 176 130 136 174 134									
	BANGOR 46 110 35 133 149 74 103 143 107									
	AUGUSTA 76 105 34 47 76 73 60 36 69 31									
	ASHLAND 229 153 199 256 190 286 301 192 256 282 260									

SLOW DOWN—BUCK YOUR TRIP

27



PARKING

ATHLETIC FIELD

NEW TREES

N

Lights

S.A.D. # 15
HIGH
SCHOOL

ENTRANCE
DRIVE

PROPOSED 3
TENNIS COURTS

GRAY TENNIS COURTS

SCHEMATIC SITE PLAN

1" = 40' ±

State of Maine

DEPT. of PARKS & RECREATION

Augusta, Maine

By EMB

Date 12-4-75

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(TITLE VI, CIVIL RIGHTS ACT OF 1964)

Town of Gray, Maine

(hereinafter called "Applicant-Recipient")

(Name of Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from Outdoor Recreation and

Bureau ~~XXXX~~

Hereby Gives Assurance That It will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by Outdoor Recreation, This assurance obligates the

Bureau ~~XXXX~~

Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by

Outdoor Recreation

Bureau ~~XXXX~~

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

June 28, 1973

DATED

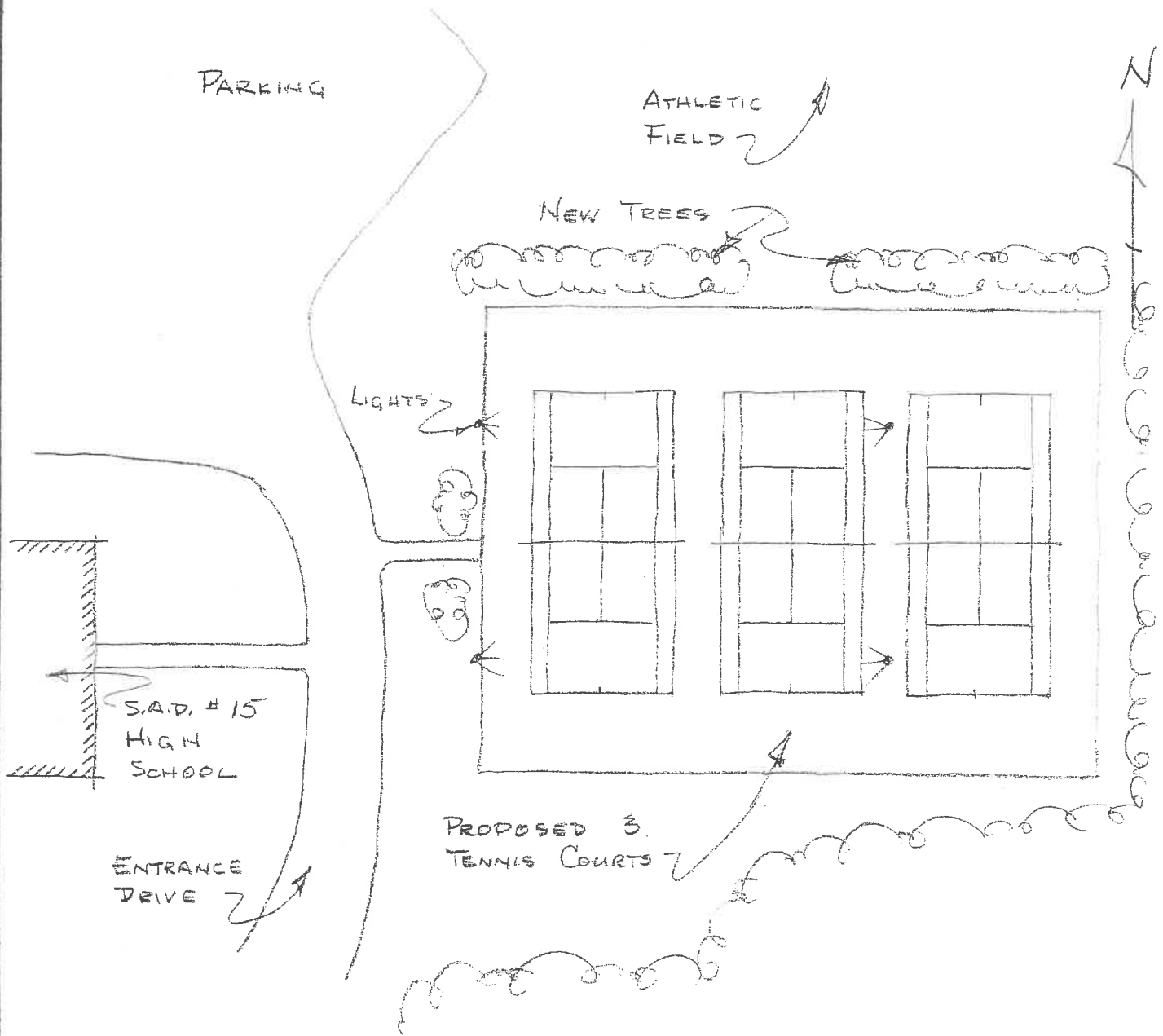
Town of Gray, Maine

APPLICANT-RECIPIENT

By Wade S. Truitt - town manager
(President, Chairman of Board or Comparable authorized Official)

Town Office, Gray, Maine 04039

APPLICANT-RECIPIENT'S MAILING ADDRESS



GRAY TENNIS COURTS

SCHEMATIC SITE PLAN

1" = 40' ±

State of Maine
DEPT. of PARKS & RECREATION
Augusta, Maine

By F.M.B. Date 12-4-73

STATE OF MAINE

ON-SITE INSPECTION REPORT

Type	Pre.	Ann.	Fin.	Post	Date
Acq.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5-3-73
Dev.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Proj. No. _____
					Proj. Period D.O.A. _____ to 12-31-74

Project Title GRAY TENNIS COURTS

Inspected by: Fred M. Bartlett, Supervisor, Federal Aid
Department of Parks and Recreation

FINDINGS:

This site is accessible by paved roads and is adjacent to the new High School. The site is flat, well-drained soil and should be easily converted to the proposed use. Several small trees will need to be cut, but the town will plant new trees around the courts.

There are no environmental intrusions on the site. There is ample parking available, and the existing athletic facilities are used in the town's recreation program.

TO FUTURE INSPECTORS:

Check for development as approved

Signature Fred M. Bartlett, Supervisor, Federal Aid

Photographs Are or Are Not Included

JOINT USE AGREEMENT

The following is an agreement to establish the regulations regarding the joint use and responsibility for maintenance of tennis courts to be constructed on the Gray-New Gloucester High School lot owned by School Administrative District No. 15.

1. The Town's Parks & Recreation Dept. is to have the responsibility of care attention and maintenance of the court during the summer vacation each year as well as the time following the programs of the high school during the school year; ie: Physical Education classes, intramural programs, and or interscholastic tennis teams. If treatment of the court surface is required periodically, cost of this will be shared equally between Town & District.
2. The Town's Park & Recreation Dept. in addition to its responsibility to construct the playing courts and area, will install tennis net posts and steel tennis nets as well as fencing to enclose the entire area.
3. The Town will be responsible for purchase of liability insurance to cover any accident due to gross negligence on the part of the Town. The District should also carry this type to cover the school year.
4. The District, on a vote by the Towns concerned, shall lease to the Town of Gray that plot of land designated for tennis courts for a period of 20 years renewable.
5. As rent for said term, Town will pay District One Dollar, receipt of which is acknowledged.

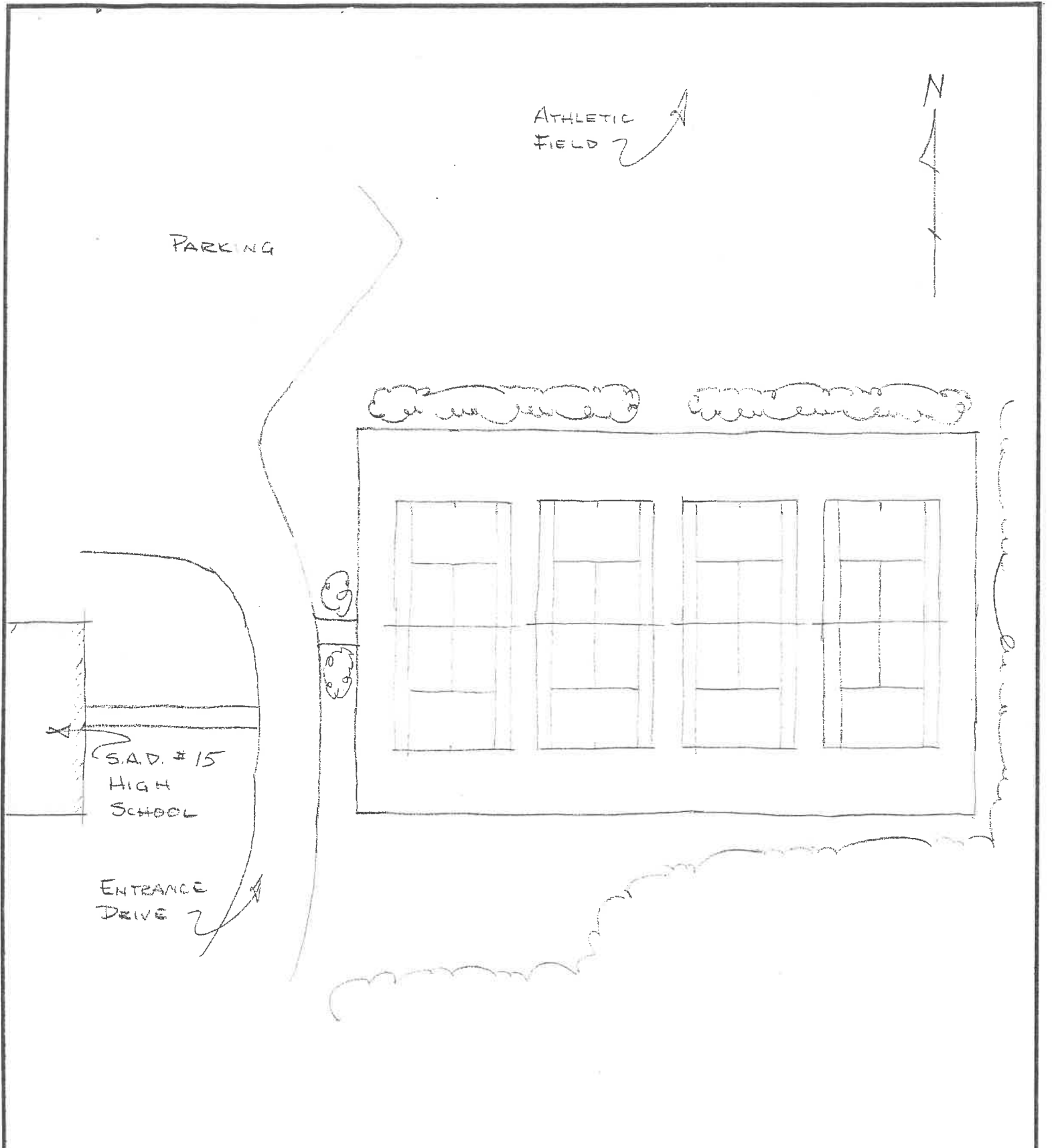
Under the foregoing conditions, the District grants permission to the Town of Gray to construct tennis courts on the Gray-New Gloucester High School lot in the area mutually agreed upon.

Witness:

x *Bonda A. Cass*

x *Mark B. Furr*

Enclosed- Proposed layout of courts and approximate position on drawn map of total school area.



GRAY TENNIS COURTS

SCHEMATIC SITE PLAN

1" = 40' ±

State of Maine

DEPT. of PARKS & RECREATION

Augusta, Maine

By F.M.E.

Date 11-30-73



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE CONSERVATION CORPS
124 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0124

PAUL R. LEPAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

July 15, 2014

Deborah Cabana, Town Manager
Town of Gray
24 Main Street
Gray Maine 04039

Re: Land and Water Conservation Funded Project

Dear Ms. Cabana,

Attached is a letter I sent to Dean Bennett in 2013 regarding the town's LWCF funded project, 23-00212, Town of Gray Tennis Courts.

I have not had any response to this letter as the town is in violation of the LWCF program since there are no longer tennis courts but a new parking lot. The town needs to find a replacement property for these tennis courts. The property must be of equal or greater appraised value than the old tennis courts, must be owned by the town and not be currently used for outdoor recreation. In other words, the town cannot use an existing ball field or another tennis court property for this replacement.

I have enclosed a map of the original 6" area and also have outlined the project with an overhead view of the project. The tennis courts were taken down between 2007-2010 and replaced with a parking lot which certainly is not considered outdoor recreation. Below is a link to the LWCF manual which can give you more answers to the conversion process.

<http://www.nps.gov/ncrc/programs/lwcf/pub.htm>

I can come and meet with you at any time to discuss your options or you can contact me by e-mail: mick.rogers@maine.gov or call 207-287-4962.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mick Rogers'.

Mick Rogers,
Alternate Liaison Officer
Maine Bureau of Parks and Lands



PAUL R. LEPAGE
GOVERNOR

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
MAINE CONSERVATION CORPS
124 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0124

WALTER E. WHITCOMB
COMMISSIONER

July 24, 2013

Dean Bennett
Director, Parks & Recreation
6 Shaker Road
Gray Maine 04039

Re: Land and Water Conservation Funded Project

Dear Mr. Bennett,

Attached are the inspection report(s) that were recently completed by our staff. These are your sites. I have hi-lighted the areas to address (if any) on these reports.

23-00212 Tennis Courts

The National Park Service (NPS), administrator of the federal Land and Water Conservation Fund (LWCF), requires that no person be denied the benefits of, or be subject to discrimination with respect to access and use of these federally assisted facilities/ sites and that all sites remain open to outdoor recreation in perpetuity and remain in sponsor's ownership. The courts are now a parking lot. Since all LWCF funded properties must remain open to outdoor recreation in perpetuity, the town must go through the conversion process meaning that they must find replacement property not currently open to outdoor recreation for the tennis courts that have been taken down. Please contact me to come up with a plan to replace this funded site.

All LWCF funded sites must have the NPS LWCF sign posted in a prominent location available at each site and the Title VI of the Civil Rights Act of 1964 ("An Equal Opportunity for All") posted. If you do not have the "An Equal Opportunity for All" poster, the following language has been reviewed and approved by NPS as suitable signage:

This facility is open and available to the general public pursuant to Land and Water Conservation Act of 1964 and is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. If you believe that you have been discriminated against on the basis of your race, color, national origin, disability, or age, please contact:

The Director
Office of Equal Opportunity
U S Department of Interior
1849 C Street NW
Washington, D.C. 20240

PHONE: (207) 624-6085

1 BEECH STREET, HALLOWELL
www.maine.gov/acf

FAX: (207) 287-3342

Some of our recent grant recipients have simply printed this language in large font on standard paper and laminated it. This provides an inexpensive and easily replaceable sign.

I am asking for your assistance in placing this Equal Opportunity sign and NPS and the State of Maine sign stating that it is a cooperative project for outdoor recreation.

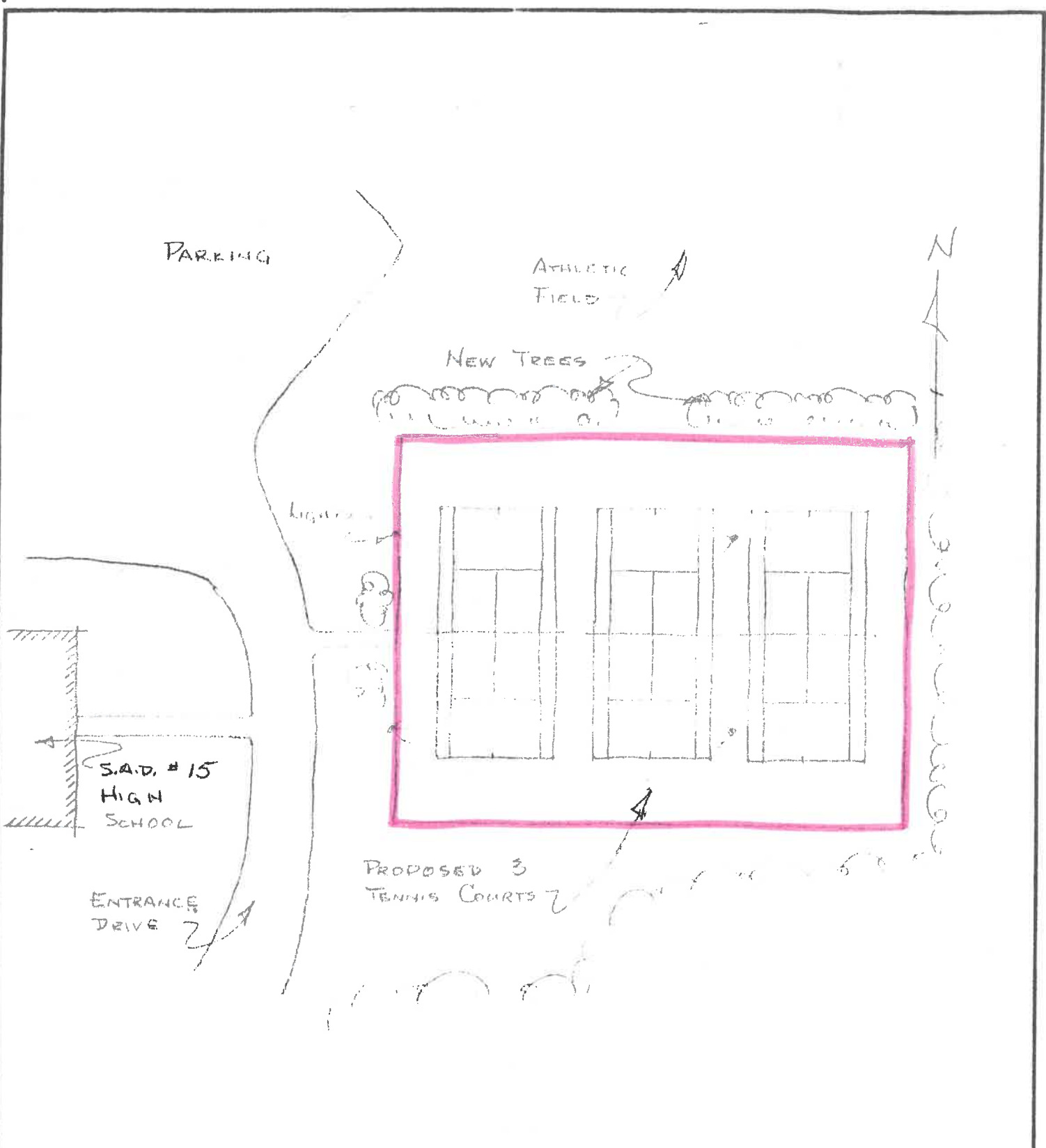
Please contact me after all appropriate signs have been placed at each of your LWCF funded projects. Future availability of LWCF federal funding for eligible organizations may be dependent on meeting this requirement in a timely manner.

Please contact me at 287-4962 or at mick.rogers@maine.gov if you have any questions regarding this request. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mick Rogers', with a long horizontal flourish extending to the right.

Mick Rogers,
Alternate Liaison Officer
Maine Bureau of Parks and Lands



GRAY TENNIS COURTS

SCHEMATIC SITE PLAN

1" = 40'

State of Maine
 DEPT. of PARKS & RECREATION
 Augusta, Maine
 By J.P.G. Date 12-4-73

INSPECTION REPORT

1. NPS Project Number: 23-00212

Project Completed:

2. Name of Project: Tennis Courts

3. Sponsor: Gray

4. Findings: ("No" answers require explanation)

	Yes	No	N/A
a. Is the property used for recreation?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
b. Is the site accessible to disabled persons	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Is the upkeep and maintenance adequate?	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
d. Is the site and programs open to the general public including non-residents?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
e. Is the site open at all times?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Are fees and charges reasonable	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
g. Was 6(f) boundry verified with a determination that no conversion to other than recreational use has occurred?	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Is the NPS Land and Water Conservation Sign Posted?	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
i. Is an Equal Opportunity poster displayed at the site/park	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>
j. Is the site free of any major problems? (vandalism, safety, health issues, etc?)	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
k. Are all buildings on the site used for recreation	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>

Explantion for "No" responses:

Site has been developed into a parking lot.

Directions

6. Indicate the geneal, overall condition of the site. (Pick one)

7. General comments and notes to future inspectors

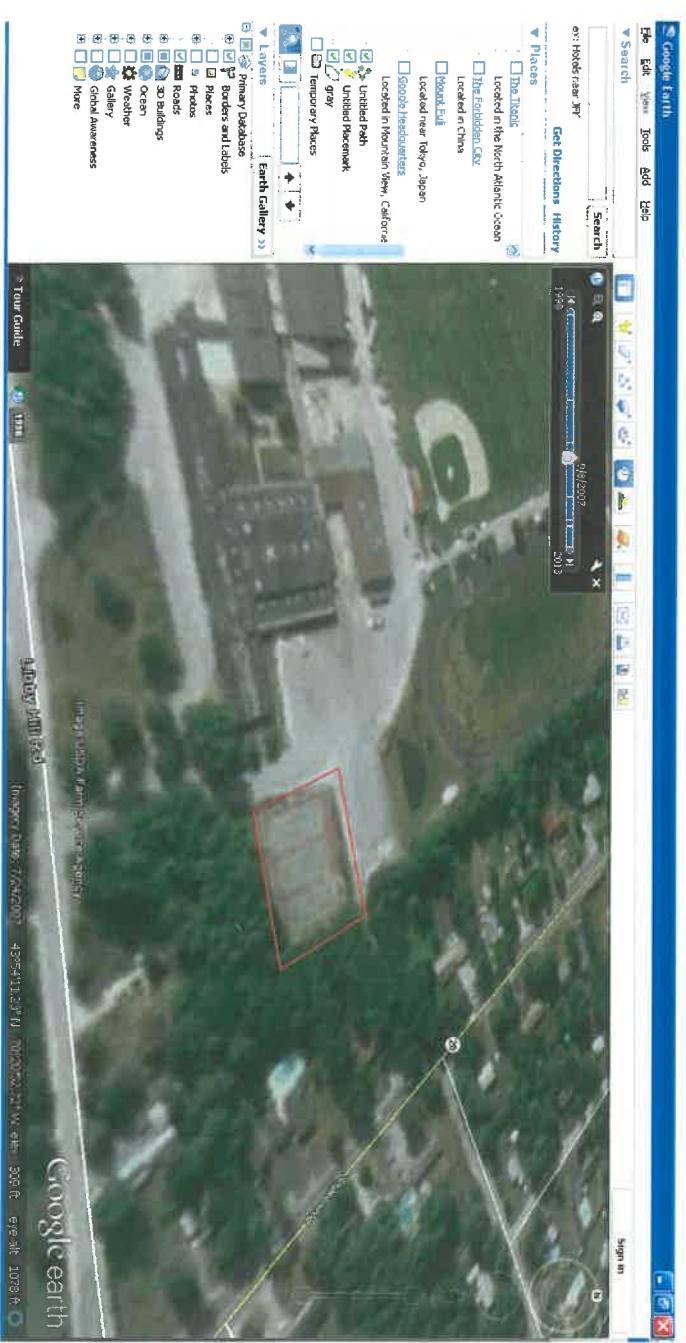
Name: David Cherry

Signed (yes/No)

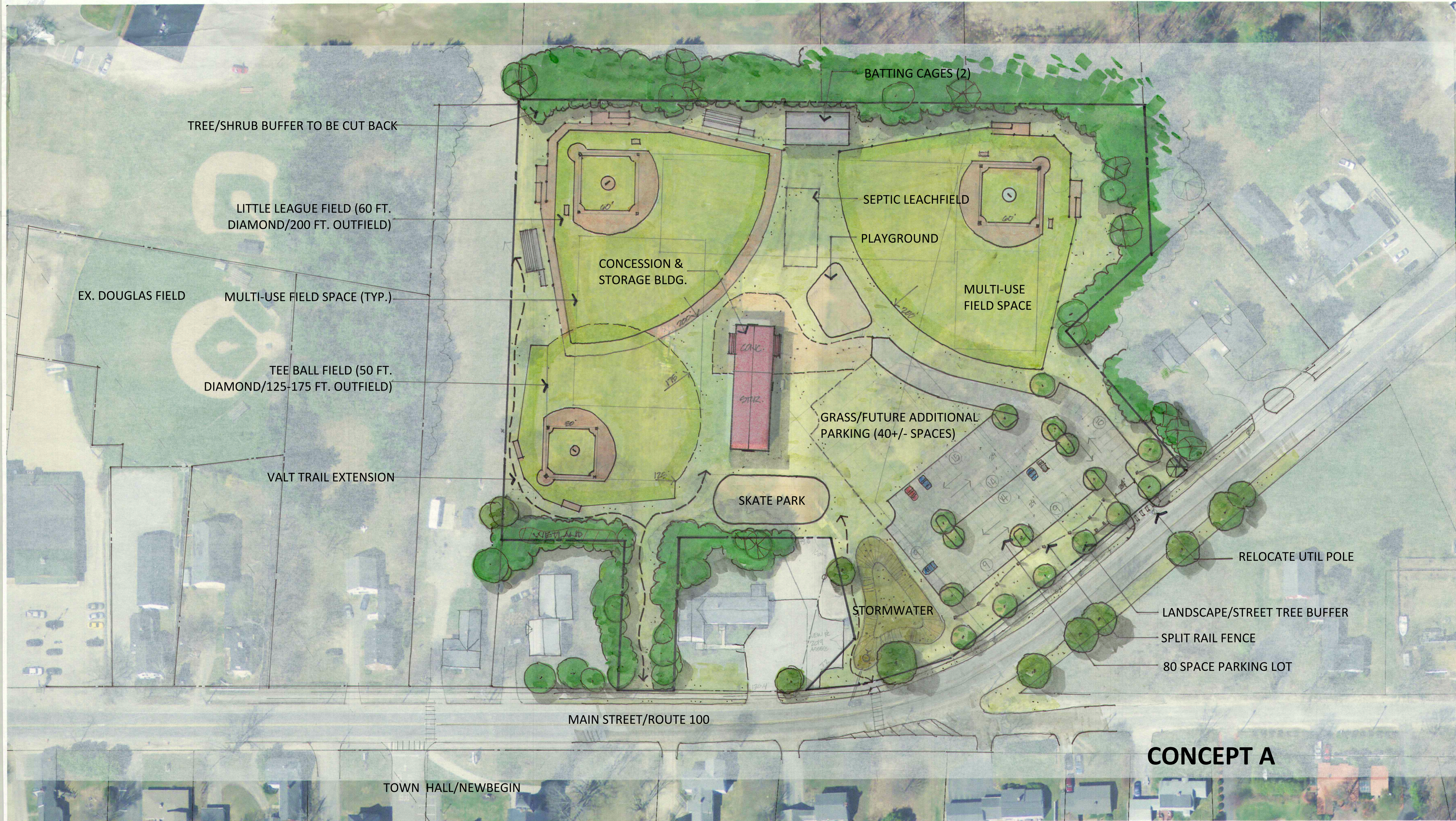
Inspection Date: 6/17/2010



2010

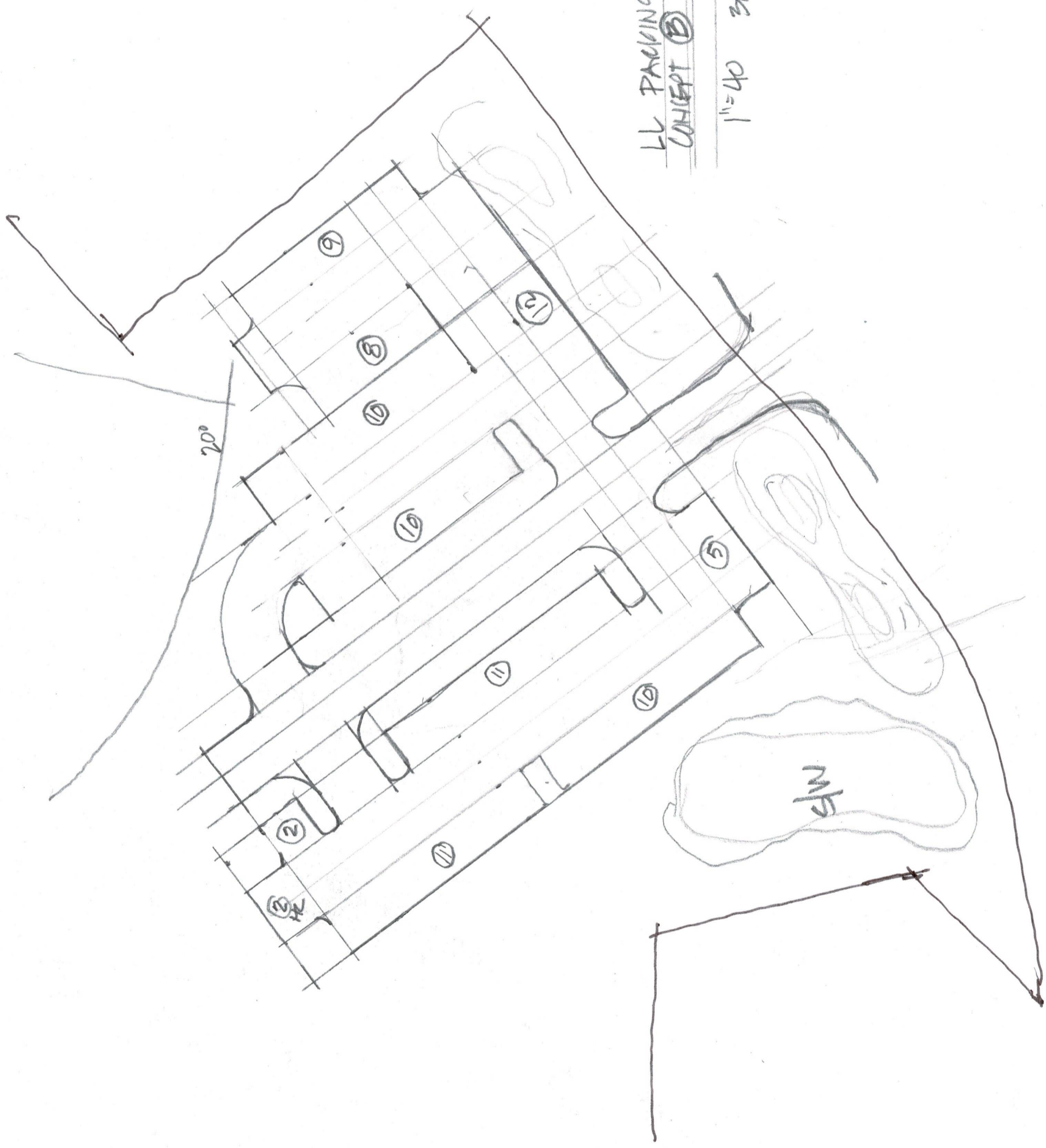


2007



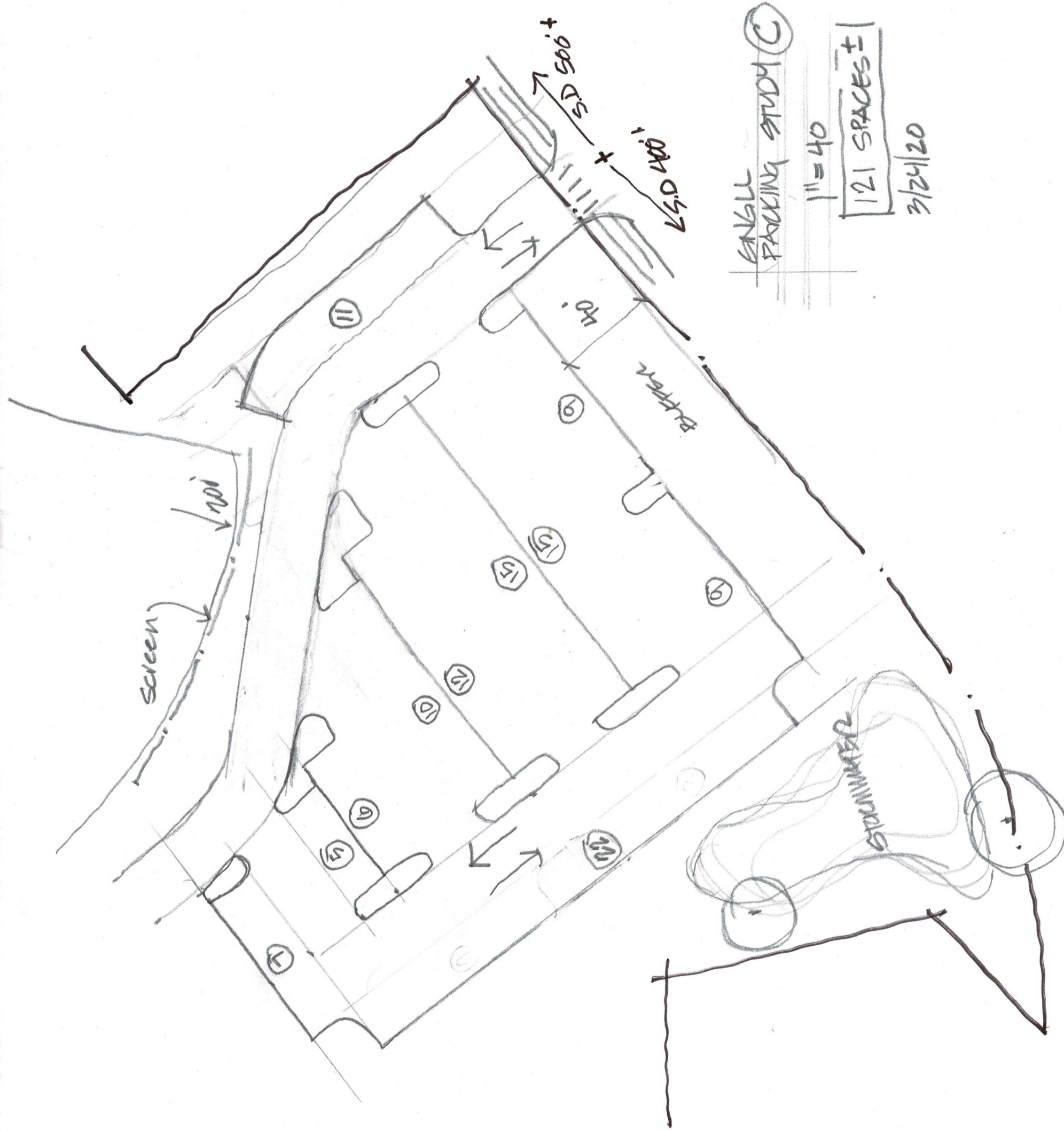
CONCEPT A





LL PACKING
 CONCEPT 2 90 SPACES

1" = 40' 3/24/20



ENGLE
PARKING STUDY C

1" = 40'

121 SPACES ±

3/24/20