

**TOWN GRAY**  
**GRAY TOWN COUNCIL**  
**AGENDA • MARCH 16, 2021**

**Gray Town  
Council Regular  
Meeting**

**Online Via Microsoft Teams**  
**Link Posted to graymaine.org Day of Meeting**

**7:00 PM**

- 
- I.** *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 Comments are only allowed during the Public Hearing as detailed in the agenda.*
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE TO THE FLAG**
- IV. MINUTES FROM PREVIOUS MEETINGS - 5 MINS**
1. To Review and Approve the Minutes of the Town Council Meeting from March 2, 2021.  
Proposed motion:  
Ordered, the Gray Town Council Approves the Minutes of the Town Council Meeting from March 2, 2021.
2. To Review and Approve the Minutes of the Town Council Executive Session from March 8, 2021.  
Proposed motion:  
Ordered, the Gray Town Council Approves the Minutes of the Town Council Executive Session from March 2, 2021.
- V. PUBLIC COMMENTS OF NON-AGENDA ITEMS (LIMIT 3 MINUTES PER PERSON). - 10 MINS**  
COMMENTS IN EXCESS OF 3 MINUTES ARE WELCOME AT THE END OF THE AGENDA PRIOR TO ADJOURNMENT. (FOR INFORMATION SHARING, NOT DISCUSSION.)
- VI. PRESENTATION - 15 MINS**
1. Eagle Scout Presentation

**VII. PUBLIC HEARINGS**

1. (First Reading) to Review and Act Upon Setting a Public Hearing and a Second Reading of the Dynamic Energy Solar Overlay Project on March 16, 2021. **10 MINS + 10 MINS Public Comment**

Proposed motion:

Ordered, the Gray Town Council Sets a Public Hearing and a Second Reading of the Dynamic Energy Solar Overlay Project on March 16, 2021.

2. (Second Reading) to Review and Act Upon the Contract Zone Proposal for Stillwater Subdivision. **10 MINS + 10 MINS Public Comment**

Proposed motion:

Be it Ordained, the Gray Town Council Approves the Contract Zone Proposal for Stillwater Subdivision.

**VIII. REPORT FROM THE COUNCIL CHAIR - 5 MINS**

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

**X. COMMITTEE REPORTS - 5 MINS**

**XI. COUNCIL CORRESPONDENCE/ACTIVITIES - 5 MINS**

**XII. ACTION ITEMS**

1. To Review and Authorize the Purchase & Sale Agreement Between the Town of Gray and Allen & Penny Hamilton for three (3) properties in the Town of Gray, including buildings located thereon, located at (1) Lewiston Road, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 37282, Page 264, and shown on Town Tax Map 035 as Lot 403-28; (2) 5 Lewiston Road, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 34469, Page 231, and shown on Town Tax Map 035 s, Lot 403-29, and (3) 33 Main Street, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 37282, Page 273, and shown on Town Tax Map 035 as Lot 403-27. The Town Manager is authorized to execute the Purchase and Sale Agreement and directed to render a \$10,000 non-refundable deposit (to be appropriated and paid from the contingency account) towards a total purchase price of \$500,000. Final authorization of purchase of said properties and the remaining appropriation for the purchase price to be approved by the voters of the Town of Gray at the June 8, 2021 Annual Town Meeting.

**5 MINS**

Proposed motion:

**Ordered, the Gray Town Council Authorizes the Purchase & Sale Agreement Between the Town of Gray and Allen & Penny Hamilton for three (3) properties in the Town of Gray, including buildings located thereon, located at (1) Lewiston Road, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 37282, Page 264, and shown on Town Tax Map 035 as Lot 403-28; (2) 5 Lewiston Road, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 34469, Page 231, and shown on Town Tax Map 035 s, Lot 403-29, and (3) 33 Main Street, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 37282, Page 273, and shown on Town Tax Map 035 as Lot 403-27. The Town Manager is authorized to execute the Purchase and Sale Agreement and directed to render a \$10,000 non-refundable deposit (to be appropriated and paid from the contingency account) towards a total purchase price of \$500,000. The Town Manager is directed to engage a contracted environmental consultant to perform Phase 1 Environmental Impact Study with a budget not to exceed \$3,000. Final authorization of purchase of said properties and the remaining appropriation for the purchase price to be approved by the voters of the Town of Gray at the June 8, 2021 Annual Town Meeting.**

### **XIII. COUNCIL BUSINESS**

1. Discussion Items:

- Shaker Road Project - (1) Striping (2) Trees - All - 15 Mins
- Carbon Fee & Dividend Plan - Sandy - 5 Mins
- Volunteer Awards timeline - All - 10 Mins

2. Tracking Spreadsheet 10 MINS

### **XIV. ADJOURNMENT - 9:15 PM**

1. 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.*

**TOWN OF GRAY**  
**GRAY TOWN COUNCIL**  
**MINUTES • MARCH 2, 2021**

Regular Meeting

**Henry Pennell Municipal Complex**

**7:00 PM**

24 Main Street, Gray, ME 04039

**I.** Opening Statement: Due to the Governor's latest Executive Order, the Town Council meeting did not take place in person. The meeting was held online with the link provided the day of the meeting.

**II. ROLL CALL**

Attendee Name	Title	Status
Sandra Carder	Chair	Present
Bruce Foshay	Councilor	Present
Dan Maguire	Councilor	Present
Sharon Young	Councilor	Present
Anne Gass	Vice Chair	Present
Kathy Tombarelli	Town Planner	Present
Doug Webster	Community Development	Present
Nate Rudy	Town Manager	Present

**III. PLEDGE OF ALLEGIANCE TO THE FLAG**

**IV. MINUTES FROM PREVIOUS MEETINGS**

1. To Review and Approve the Minutes from the Town Council Meeting of February 16, 2021.

**Ordered, the Gray Town Council Approves the Minutes from the Town Council Meeting of February 16, 2021.**

<b>RESULT:</b>	<b>APPROVED [4-1]</b>
<b>MOVER:</b>	Bruce Foshay, Councilor
<b>SECONDER:</b>	Anne Gass, Vice Chair
<b>AYES:</b>	Carder, Foshay, Gass, Maguire
<b>ABSTAINED:</b>	Young

There were no edits requested. Councilor Young abstained since she was not present for the February 16<sup>th</sup> meeting.

2. To Review and Approve the Minutes from the Town Council Executive Session of February 17, 2021.

**Ordered, the Gray Town Council Approves the Minutes from the Town Council Executive Session of February 17, 2021.**

<b>RESULT:</b>	<b>APPROVED [4-1]</b>
<b>MOVER:</b>	Anne Gass, Vice Chair
<b>SECONDER:</b>	Bruce Foshay, Councilor
<b>AYES:</b>	Carder, Foshay, Gass, Maguire
<b>ABSTAINED:</b>	Young

There were no edits requested. Councilor Young abstained since she was not present for the February 17<sup>th</sup> meeting.

**V. PUBLIC COMMENTS OF NON-AGENDA ITEMS (LIMIT 3 MINUTES PER PERSON).**

No public comments.

**VI. PUBLIC HEARING**

1. (First Reading) to Review and Act Upon Setting a Public Hearing and a Second Reading of the Contract Zone Proposal for Stillwater Subdivision on March 16, 2021.

Chair Carder shared concerns she had received from a resident in reference to another access point, impact on current owners, and plans for seeding/loaming.

Resident Steven Bender asked who will be in charge of the homeowners’ association since Woodcock has just a road association now. Kathy Tombarelli confirmed that right now there is a private road association but not a homeowners’ association and said the new lots will have the homeowners’ association. Charlie Burnham, of Atlantic Resource Consultants, explained current residents will be joined into the new road association. Mr. Bender had additional questions regarding blue flags near his property line and cost of ditching/culvert construction. Charlie Burnham addressed these concerns.

Councilor Maguire had received a call from the resident of 14 Woodcock regarding blue spruce trees in front of his house. These belonged to his parents and he is concerned if they will be impacted. Charlie Burnham suggested he mark his trees of value and they will do what they can to avoid them. Mr. Burnham will look into this situation further. This resident, Danny Larracey, joined the meeting discussion.

Resident Georgia Woodbury also joined the meeting. She did not have comments during the public hearing.

Public hearing was closed at 7:16 p.m. by Chair Carder.

Councilor Gass expressed concerns with the proposed minimum of 3 inches of loam. She asked if that is enough and requested it be clarified if not deemed sufficient. Kathy Tombarelli said the Planning Board can look at the specifications as part of their process.

Councilor Maguire pointed out color delineations on the map and wants clarity that the dogleg that goes up to the cul de sac will address the gate area and turnaround issue.

Georgia Woodbury asked how the location of the recreational field will alter the neighborhood. Chair Carder explained the field will be out back, past the stream. Georgia also expressed safety concerns of youth walking along Yarmouth Road from the end of the proposed sidewalk to this property.

Councilor Gass confirmed with Charlie Burnham that motorized recreational vehicles will not be on the trails. Danny Larracey said he hunts out back and uses the trail with his wheeler. Chair Carder explained the trails are currently on the Dugas property; trails will be alongside this property, not through it.

Chair Carder said the CZA is under the guise of the Town Council. She said other details will be addressed through the Planning Board which will also have a public hearing.

**MOTION: Ordered, the Gray Town Council Sets a Public Hearing and a Second Reading of the Contract Zone Proposal for Stillwater Subdivision on March 16, 2021.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Bruce Foshay, Councilor
<b>SECONDER:</b>	Sharon Young, Councilor
<b>AYES:</b>	Carder, Foshay, Gass, Maguire, Young

**VII. REPORT FROM THE COUNCIL CHAIR**

Chair Carder discussed the following topics:

COVID: She stated it has been agreed to remain remote through March. The Governor extended her order which allows meetings to stay remote in April. Council will discuss this at the March 16th meeting.

Town Manager: She announced that Nate Rudy is now officially the Town Manager and offered her congratulations and welcome to him. She explained due to these restricted times, outgoing Town Manager Deb Cabana did not receive the normal celebratory events which council had originally planned on. Staff was able to set up a COVID compliant send off on March 2nd and the Council has plans for recognition as well. On a personal note, she thanked Deb Cabana for all her years of service to Gray and for sharing her knowledge of municipal and state government, as well as her patience and her support as Sandy transitioned from a newbie to a more experienced Councilor. Chair Carder explained that Deb started out as a Town Clerk and became the Town Manager. The job grew around her and she worked hard to accommodate many different councils and to provide a high level of service to residents over her many years. Change can be difficult, but through it all, Deb always maintained a level of professionalism, positive attitude, and sense of humor.

Planning Board/Council Workshop: She had a great conversation with Tony Plante and Kristina Egan at GPCOG concerning our upcoming Planning Board/Council training/collaboration workshop facilitated by GPCOG. They both felt it was a great opportunity for Gray given we have a newly approved Comprehensive Plan, a new Town Manager, and are working on some large projects. They recommend the workshop be held the first week of May which means it will be online. Given the number of people involved, it would be difficult to have it in person given restrictions are likely not going to change before at least summer. Tony will be working on a framework for the session and cost. As Kathy Tombarelli has advised, there are Planning Board training funds available for this type of activity. Chair Carder will reach out the Planning Board Chair to provide an update.

Chairs in a Circle: She said she and Councilor Gass participated in the latest Chairs in a Circle GPCOG session on February 25th which focused on budgets. She found the session to be very informative. It was a great opportunity to pose the question of “bond policy” to the participants. It was clear that every town represented, even Chebeague Island, uses bonds as an integral part of their CIP planning/funding. Most are using a ladder approach which sustains a specific amount of debt. When a bond comes due, they take out another bond. This helps stabilize the mil rate from high/low fluctuations and allows them to pay for larger items, like million dollar equipment or long term projects such as bridges. She said that since money is very cheap right now, bonding is an especially good option (refinancing as well) as that will not always be the case. The question really comes down to ‘what level of debt’ is a good fit for the town’s needs/finances. Further discussion will take place once the Finance Committee finishes some research.

Joint Leaders: She followed up on the next meeting and it was agreed, given Nate Rudy started this week and New Gloucester’s Town Manager is taking the Casco Manager position, that they will wait until the end of March to discuss schedules for the next meeting.

## VIII. REPORT FROM THE TOWN MANAGER

Town Manager Nate Rudy echoed Chair Carder's appreciation for Deb Cabana. He said he is stepping in with things in Gray already in good shape. He has started having staff meetings. He plans additional meetings for the upcoming week. He also plans to have one-on-one conversations with councilors.

## IX. COMMITTEE REPORTS

Councilor Foshay said the Finance Committee skipped their February meeting to allow Katy Jewell and Deb Cabana to focus on budget issues. The next meeting will be on March 25<sup>th</sup> and Chair Cote will discuss how to use CIP as a planning tool.

Councilor Foshay said CEDC has met twice. They are evaluating the current/proposed budget and are looking at the Comprehensive Plan. He said the group is getting organized and wants to focus on the village area and use information in the Comprehensive Plan.

Councilor Gass reported that the Open Space Committee met and worked on a framework for prioritizing land conservation work. They meet again on March 3<sup>rd</sup>.

Councilor Gass said the Community Television and Communications Advisory Committee met. Rachel Rumson led some activities for the group. By the end of the month, there will be a new IP address for GCTV and they will be ready to launch programming within a few months. They reviewed the GCTV policy which they are preparing for Town Council and legal review. She thinks it is appropriate for council to review as it addresses issues of free speech. Councilor Foshay and Maguire agreed it should be reviewed by council. Councilor Young stated she thought anything going to legal review needed council approval.

Councilor Gass discussed GPCOG's Chairs in a Circle session. She said they discussed traits of good leadership.

Councilor Maguire said OAC met on February 25<sup>th</sup>. They discussed the solar overlays. They discussed the portion of the ordinance regarding decommissioning and abandonment, and town vs. state issues. A developer submitted concerns of both town and state requiring bonds for decommissioning. After discussion, the group determined the developer will present their plan for the state based on the town ordinance.

Councilor Maguire said the next Planning Board meeting will be held on March 11<sup>th</sup>.

Councilor Young said ZBA met on February 24<sup>th</sup> regarding a setback reduction on Delan Road. She shared information about the Comprehensive Plan, asked for their feedback to the summary, and they will report back to her.

Councilor Young said the Blueberry Festival did not meet.

Councilor Carder reported that the Recycling Committee held their meeting on February 18<sup>th</sup> but it ended before she could join due to her attendance at the budget workshop. They will meet again on March 18<sup>th</sup> at 5 p.m.

Councilor Carder said the Dry Mills Schoolhouse Committee has not met since her last update. She received an email from Richard Parker at IF&W regarding the renewal of the state lease. He explained that he manages all the agreements for the state's footprint in Gray and that given the size, it involves environmental permits. Changes to any of the documents can trigger a lot of activity/review. They agreed setting up a meeting to review the process/requirements would be beneficial regarding the next lease renewal. She will be working with Nate Rudy to find a good time to schedule it. The next committee meeting is March 15<sup>th</sup> at 6:30 p.m.

Councilor Carder said GPCOG has not met since her last update. The next meeting will be March 10<sup>th</sup>.

**X. COUNCIL CORRESPONDENCE/ACTIVITIES**

Councilor Foshay did not have correspondence to report that was addressed specifically to him.

Councilor Gass received many emails regarding the path behind Cumberland Farms. She said the church has been opposed to this portion of the loop trail for years but has changed its stance. She suggested possibly applying for federal grants. The church has no cash to put towards it and since the public will walk through the area, she thinks a way to cover the costs should be found. Additionally, a scout will work on planters for an Eagle project.

Councilor Maguire referenced the information he had discussed previously in the meeting regarding Dan Larracey. He will connect Mr. Larracey with Charlie Burnham.

Councilor Young attended an Avesta Housing “Heart and Home” webinar regarding critical housing needs of aging adults. She said Avesta is in the planning stages for a 27 unit project in Gray.

Councilor Young spoke to Alec Dodd at the request of the Little Sebago Lake Association regarding road salt.

Councilor Young had a conversation with a lady named Patricia regarding an upcoming FRAME (Focus on Real Aging in Maine) contest. She shared the contest information with Jolie Fahey for the town website and this contest runs through May.

Councilor Young was contacted by Krista Chappell and another member of the Comprehensive Plan steering committee. Krista had expressed opposition about the solar CZA off Yarmouth Road as it is not in continuity with the Comprehensive Plan’s growth plan.

Councilor Carder reached out, as requested at the February 18<sup>th</sup> budget workshop, to Thomas Linscott, Director of the state’s boating facilities division, regarding the boat ramp grant program. She shared this in the workshop on Monday, March 1<sup>st</sup>. Basically, they have not yet been authorized to offer grants this year but are hopeful that is going to change shortly. He forwarded her email to Heather Seiders who handles the grant program.

Councilor Carder reached out to Mona Freeman who contacted the Council regarding the discrepancies in Shoreland Zoning rules. She provided an update to Mona on the status from the last meeting.

Councilor Carder said a note circulated among the council related to Libby Hill activities and insurance questions. That information will be rolled into the Libby Hill workgroup activities which Councilor Maguire is handling. He will report out updates on that activity as it progresses, as he did in the last meeting.

Councilor Carder received an email regarding a name for the pocket park and forwarded that to Councilor Foshay and the CEDC.

Councilor Carder received an email from Emily Bader at the Lakes Region Weekly looking for updates on the Pennell Building work which she referred to Nate Rudy and Deb Cabana.

Councilor Carder submitted testimony on LD221 related to the proposed State Revenue Sharing remaining at 3.75% for the next two years. Her testimony was in support of maintaining the new 3.75% level but advocated that it be increased to at least 4% next year to get the state closer to the 5% requirement. Representative Steve Moriarty provided an update on a bill he had submitted to make the November election day a national holiday only in Presidential election years. There was another bill to make all election days holidays. Neither made it out of committee.

Councilor Carder said Senator Cathy Breen provided (to her and Deb Cabana) the wording she proposed in a bill to loosen the requirement that specific notifications for municipal work (like 1st reading/2nd reading) must be published in the “local” paper of

record in towns. Since the Lakes Region Weekly publishes only weekly, and is the local paper of record, the town runs into substantial delays due to deadlines for publications. The new language would allow the towns to use electronic means to meet that criteria.

**XI. ACTION ITEMS**

1. To Review and Act Upon Renewing a Refuse Hauler’s License for Casella Waste.

**MOTION: Ordered, the Gray Town Council Approves the Renewal of the Refuse Hauler’s License Casella Waste. Said license is contingent upon compliance with Town of Gray Solid Waste Ordinance, which requires MSW generated in Gray to be taken to EcoMaine and will expire June 30, 2022.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Bruce Foshay, Councilor
<b>SECONDER:</b>	Anne Gass, Vice Chair
<b>AYES:</b>	Carder, Foshay, Gass, Maguire, Young

2. To Review and Approve Appointing Jennifer Servadio to the Gray Blueberry Festival for the Remainder of a One-Year Term to Expire August 31, 2021.

**MOTION: Ordered, the Gray Town Council Appoints Jennifer Servadio to the Gray Blueberry Festival for the Remainder of a One-Year Term to Expire August 31, 2021.**

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Sharon Young, Councilor
<b>SECONDER:</b>	Bruce Foshay, Councilor
<b>AYES:</b>	Carder, Foshay, Gass, Maguire, Young

**XII. COUNCIL BUSINESS**

1. Job Evaluation Feedback

Chair Carder had worked on the GPCOG’s version of the evaluation form to adjust it for the needs of our town. She mentioned the charter says the manager needs to live in Gray unless the council approves otherwise so she put that language in. She asked councilors to submit their suggestions to her. She also wants discussion on the new goals in detail before finalizing it and asked the council and Nate Rudy to submit suggestions to her. Councilors discussed her updates. Councilor Maguire suggested dropping the narrative portion and Councilor Foshay agreed. Councilor Young asked about the self-evaluation piece which she feels would be important. Councilor Maguire noted that although all councilors will submit an evaluation, there will be one compiled formal document which will be the

majority, not necessarily a consensus, of councilor evaluation decisions. Chair Carder asked councilors to get additional suggestions to her by March 23rd so it can be on the April 6<sup>th</sup> agenda.

2. Climate Action Plan

Councilor Gass addressed this topic. She said the council doesn't need more things to do right now, but actions in reference to climate change cannot wait. She wasn't looking for a decision tonight but wanted to move this topic forward. Councilors discussed the topic and Chair Carder will log it in their tracking spreadsheet.

Councilor Young kept losing internet connection and disconnected completely at 8:13 p.m.

3. Tracking Spreadsheet & Workshop Schedule

Councilors discussed the tracking spreadsheet and Chair Carder will make edits as needed. There will be budget workshops on March 9<sup>th</sup> and March 15<sup>th</sup>. Prior to the March 16<sup>th</sup> council meeting, there will be a workshop covering topics of Mayall Road, and also the diversion study.

**XIII. ADJOURNMENT at 9:01 p.m**

**Motion to adjourn at 9:01 p.m.**

**RESULT:**

**MOVER:**

**SECONDER:**

**AYES:**

**AWAY:**

**APPROVED [4-0]**

Bruce Foshay, Councilor

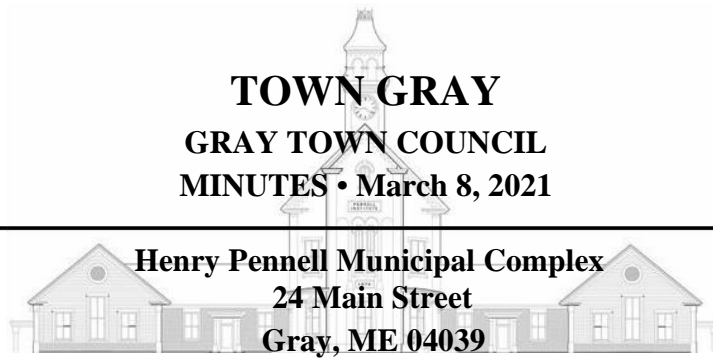
Anne Gass, Vice Chair

Carder, Foshay, Gass, Maguire

Young

**TOWN GRAY**  
**GRAY TOWN COUNCIL**  
**MINUTES • March 8, 2021**

**Gray Town  
Council Special  
Workshop**



**4:00 PM**

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.

**ROLL CALL**

Attendee Name	Title	Status
Sandra Carder	Chair	Present
Bruce Foshay	Councilor	Present
Dan Maguire	Councilor	Present
Sharon Young	Councilor	Present
Anne Gass	Vice Chair	Present

**The Council will go into Executive Session. Pursuant to Title 1, Chapter 13, Subchapter 1, Section 405, Subsection 6-C "Discussion or consideration of the condition, acquisition of the use of real or personal property or interests therein or disposition of publicly held property or economic development only if premature disclosures of the information would prejudice competitive or bargaining position of the body or agency", more specifically, to discuss land acquisition.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bruce Foshay, Councilor
<b>SECONDER:</b>	Anne Gass, Vice Chair
<b>AYES:</b>	Gass, Young, Foshay, Maguire, Carder

Additional members in attendance at the Executive Session – Natalie Burns, Doug Webster, Kathy Tombarelli. The Council exited executive session around 4:45 pm.

**ADJOURNMENT - Motion to Adjourn at 4:45 pm.**

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Anne Gass, Vice Chair
<b>SECONDER:</b>	Bruce Foshay, Councilor
<b>AYES:</b>	Gass, Young, Foshay, Maguire, Carder



# Eagle Project Proposal for the Town of Gray

Robert Cook  
Troop 135

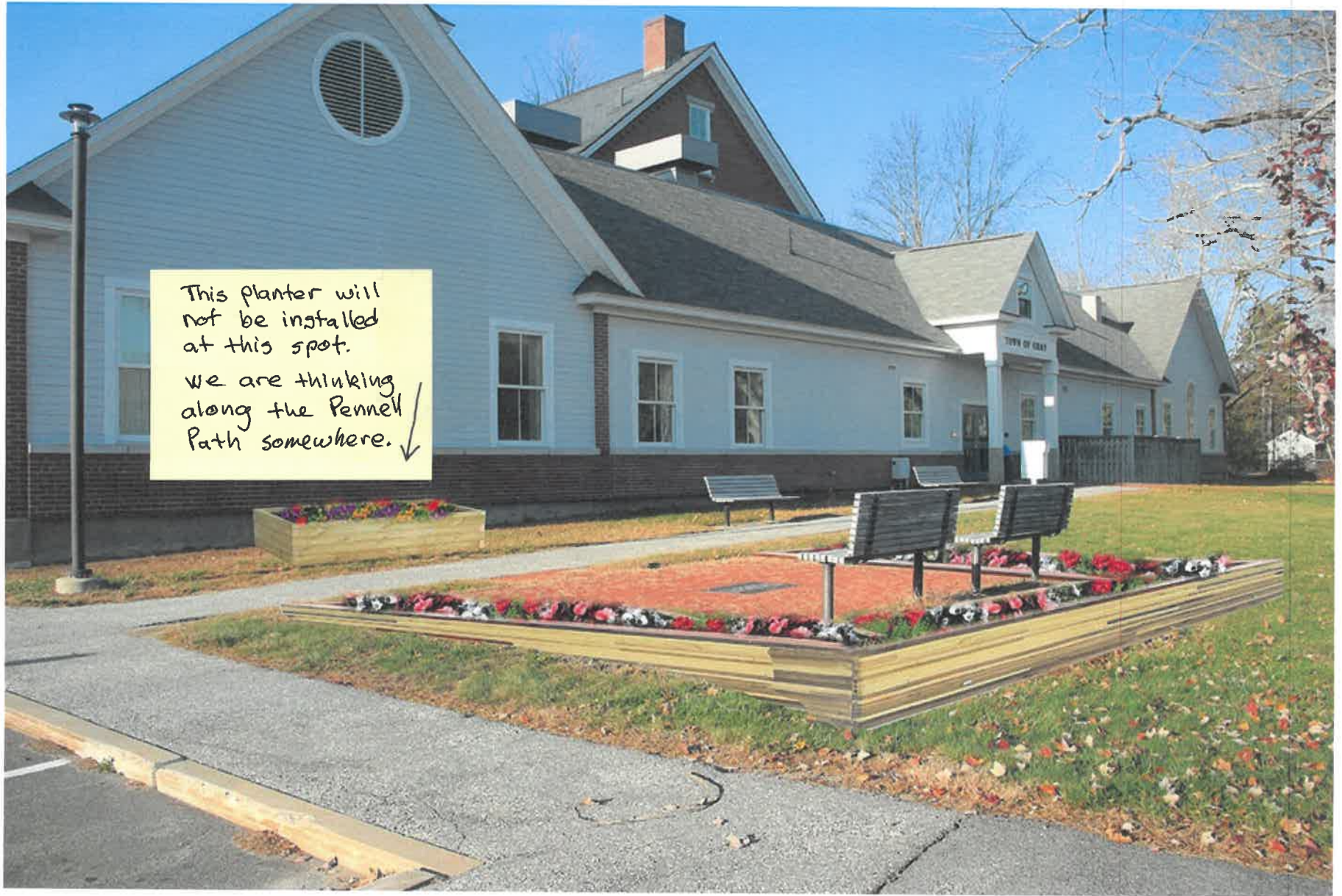
## Project Outline

I plan to construct two flower planters for the Town of Gray, to be installed around the main entrance and time capsule area behind the town hall.

This will be funded by donations from businesses and individuals from within our community.

The work will be organized and overseen by myself. There will also be adults present throughout the project. Participants will be covered under the liability insurance of the Boy Scouts of America.

I plan to begin this project on May 1<sup>st</sup>, 2021. Work will be done on weekends and I should be done by May 22<sup>nd</sup>.



This planter will not be installed at this spot. We are thinking along the Pennell Path somewhere. ↓

Pennell

walkway →

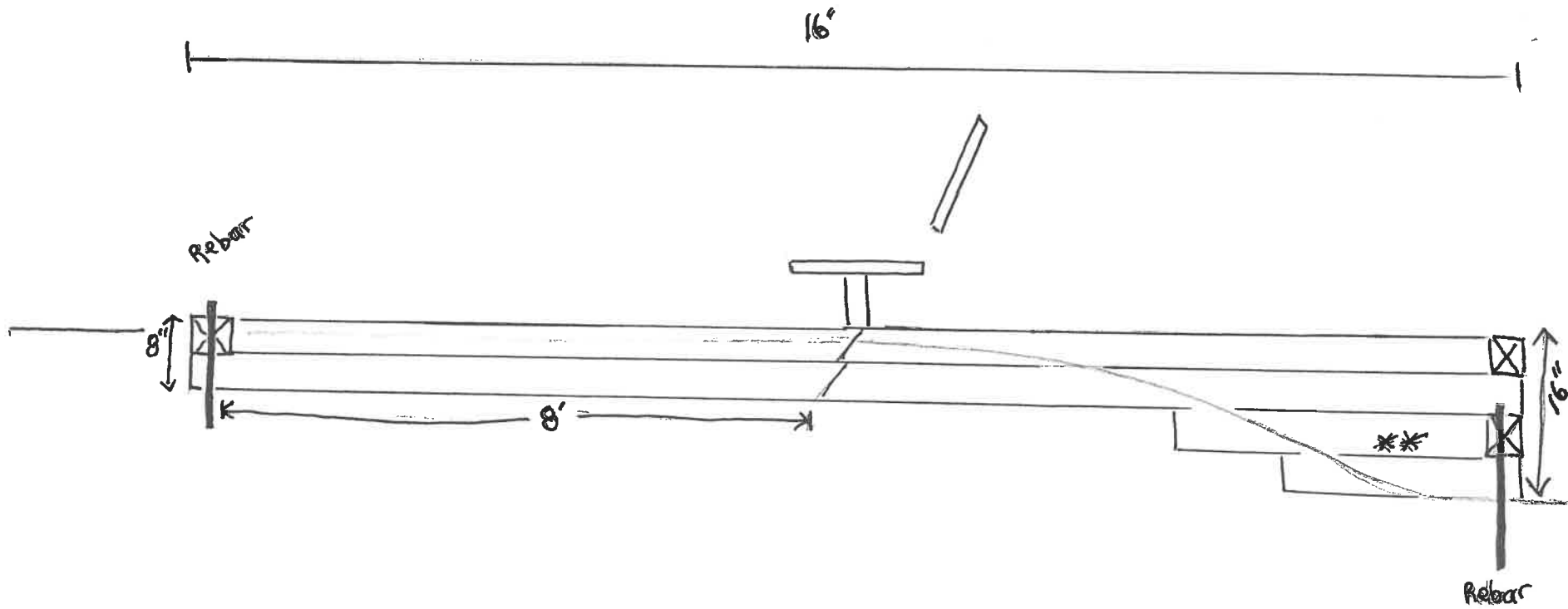
Pennell entrance →

Time Capsule

bench

bench

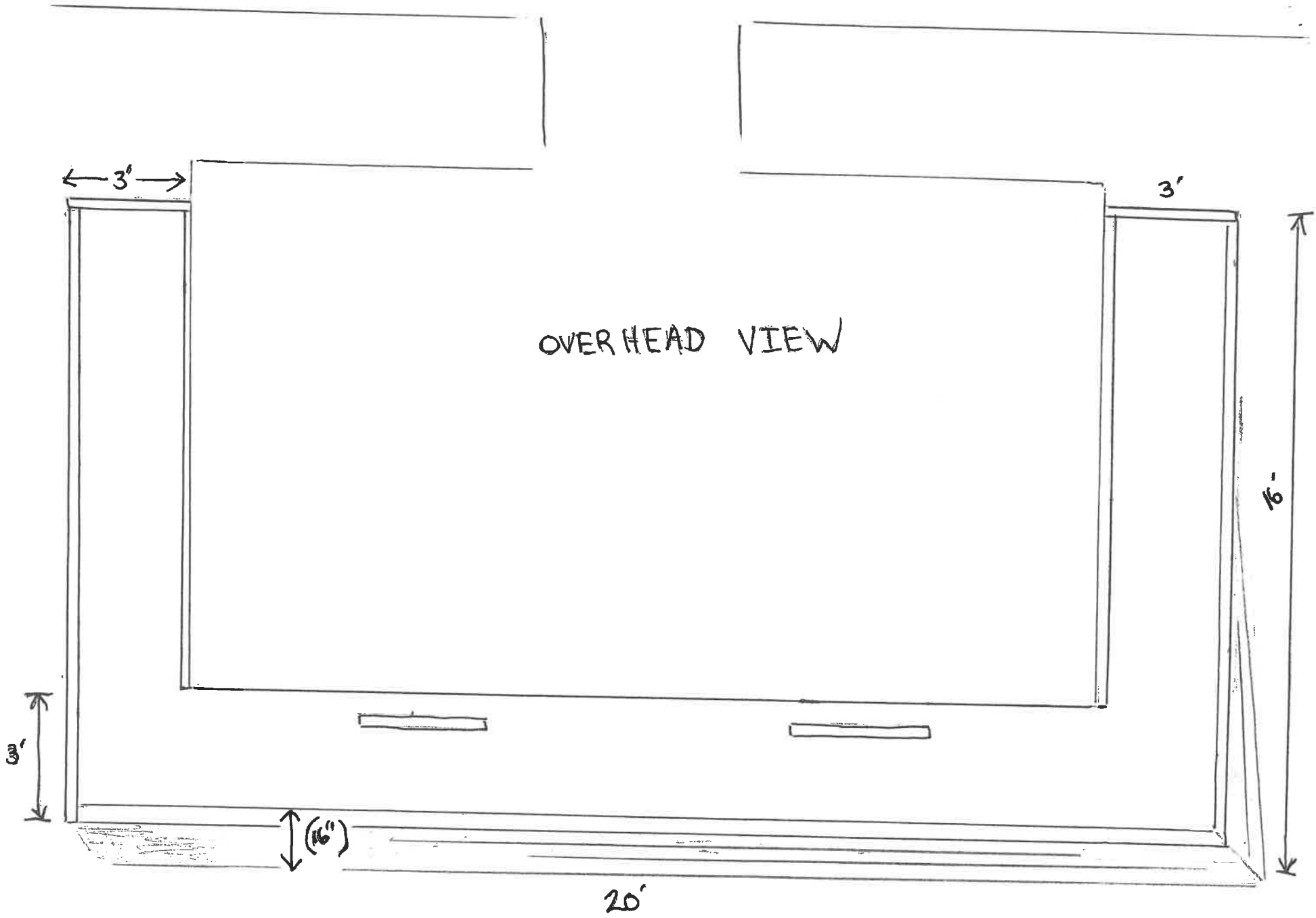
planter



DIGSAFE (I'd call this in)

will need a 4x4 along the inside (along bricks) to hold back soil (mulch)  
 \*\* 8-10" gravel & 6-8" loam

SIDE VIEW



March 11, 2021

**TO:** Gray Town Council  
Nate Rudy, Town Manager

**FROM:** Doug Webster, Community Development

**RE:** Proposed Zoning Changes for proposed Solar Array  
100 +/- acre parcel located at end of Hillcrest Drive

### **Introduction**

In accordance with policy direction provided by the Town Council at the 2-2-21 meeting and input from OAC, I have prepared this memo detailing the proposed changes to the Town's Zoning Ordinance (Chapter 402).

I have divided the proposed changes into two categories: (1) Changes to Chapter 402 that are not in 402.8.10, and, (2) Changes to Section 402.8.10 (Commercial Solar Energy System Overlay District).

Under each category, I have numbered the proposed changes to enable referencing for discussion purposes.

### **Proposed Changes to Zoning Ordinance (Chapter 402) not in 402.8.10:**

#### **1. Changes to definitions (402.2.2) related to Ground-Mounted Solar Energy Systems:**

- a. Add new Def of "**Commercial Solar Energy Production Site**" (CSEPS): A component of a Commercial Solar Energy System that includes the maximum cumulative area of the solar array footprint, typically fenced for security purposes, which commonly includes any of the following: ground-mounted solar arrays, transformers, inverters, and buildings housing equipment functionally necessary for the solar energy system.
- b. Add new Def of Small CSEPS's: **CSEPS's less than .5 of an Acre**
- c. Change current Def of Medium from 2,000-16,999 SF to **CSEPS's .5-20 Acres**
- d. Current Def of Large from 17K SF+ to **CSEPS's 20-40 acres**

#### **2. Additional parcel added to existing Commercial Solar Energy Systems Overlay District:**

- a. Amend the Town's existing Zoning Map (402.3.1) to show the entirety of the 100-acre parcel at end of Hillcrest Drive (Tax Map 36, lot 33-1) in the Commercial Solar Energy System Overlay District (CSESOD).

3. Amend Footnote "D" in Table 402.5.4.A addressing impervious cover measurement: Add to end of existing language "provided that the maximum size of any individual solar array panel is thirty (30) square feet when measured horizontally".
4. Amend Footnote "F" in Table 402.5.4.B by adding the following language to the end of the existing footnote: "provided that the maximum size of any individual solar array panel is thirty (30) square feet when measured horizontally".
5. Amend both Footnotes "G" in Table 402.5.4.B by adding the following underlined language: Lot coverage in RRA can be increased to 30% for any portion of a parcel lots in the Commercial Solar Energy Overlay District and only for Commercial medium and large-scale ground-mounted solar energy system installations provided that the maximum size of any individual solar array panel is thirty (30) square feet when measured horizontally. Planning Board approval subject to the requirements of Section 402.8.4.L for recharge protection is required.
6. Re-word Footnote "H" in Table 402.5.4.B addressing setbacks in RRA as follows (underlined portions proposed to be added): Setbacks for ground-mounted solar panels and arrays less than 15 feet in height on parcels within five-hundred (500) feet of a publicly owned road shall be a minimum of twenty-five (25) feet from any lot line. Setbacks for Commercial Solar Energy Production sites on parcels at least five-hundred (500) feet from a publicly owned road shall be a minimum of fifty (50) feet or one-hundred (100) feet from any property line as established in Section 402.8.10 of this Ordinance.

**Proposed Changes to standards to existing Section of CSESOD (402.8.10):**

1. New "B": **Required Information & Submittals:** In addition to submittals required in Articles 9 and 10 of this Ordinance, the applicant shall submit the following information to the Planning Board as part of the application. The Planning Board shall have the authority to determine if one (1) or more of the following are not applicable.
  - a. A description of the owner of the system, the operator if different, and detail of qualifications and technical ability of the owner or operator to construct, maintain, and operate the facility.
  - b. If the operator is leasing the site, a copy of the lease agreement (minus financial compensation) and any and all related easements clearly outlining the relationship of the respective parties, inclusive of the rights and responsibilities of the operator, landowner, and any other responsible party with regard to the large-scale solar energy system and the term or duration of the agreement. Further, the operator shall identify any and all agreements or obligations of the landowner to the operator regarding any premises that are not specifically subject to the lease agreement, but which the operator has certain rights to use as part of the operation of the solar energy system.

- c. A description of the anticipated quantity of energy to be produced and to whom it will be sold.
- d. A copy of the agreement and schematic details of the connection arrangement with the transmission system that clearly indicates who is responsible for various requirements and how such will be operated and maintained.
- e. A basic description of the number, size, and configuration of panels to be installed, including make, model, and associated major system components.
- f. A construction plan and timeline that identifies all known contractors, site control, when the project construction will commence and the anticipated date that the system will be on-line.
- g. An operations and maintenance plan for the projected operating life of the system.
- h. An emergency management plan that identifies potential hazards and the response to such hazards. The applicant shall submit a copy of the emergency management plan to Gray Fire Rescue and include any of their comments.
- i. Evidence of financial capacity to construct, operate, and decommission the proposed facility including the abandonment guarantee as required in this Ordinance.
- j. Identification of methods that the operator shall use to manage on-site vegetation.
- k. Identification of how the applicant shall address required buffering as required in this Ordinance.
- l. Submission of a decommissioning plan that addresses applicable standards.
- m. Evidence that the owner or operator has applied for any and all non-municipal permits that may be required for the installation of the proposed system; for example, a stormwater management permit from the Maine Department of Environmental Protection (MeDEP).

**NOTE:** Re-lettering of current Ordinance standards is necessary from current 402.8.10.B to end of Section 402.8.10.

2. Existing 402.8.10.C.1, after "height", insert the following: "for parcels located adjacent to or entirely within five-hundred (500) feet of a publicly owned road(s)".

3. New 402.8.10.C.2: Minimum setbacks for any large scale Commercial Solar Energy Production Site with ground-mounted solar panels and arrays less than fifteen (15) feet in height on parcels located in an RRA District that are at least five-hundred (500) feet from a publicly owned road shall be determined by the following standards:

- a. The minimum setback for any Commercial Solar Energy Production Site shall be one-hundred (100) feet from any of the following based upon conditions existing when the application is filed and deemed sufficiently complete by Town Staff to be placed on a Planning Board agenda for review:
  - 1. Any parcel in a Village Center (VC) or Village Center Proper (VCP) Zoning District

2. Any abutting parcel utilized primarily for residential purposes that is less than double the minimum lot area required for the respective Zoning District
  3. Any abutting parcel that contains a structure utilized primarily for residential purposes located less than fifty (50) feet from the property line of the parcel proposed for the ground-mounted solar panels and/or arrays.
- b. Provided that none of the conditions specified in 402.8.10.C.2.a exist, the Planning Board shall have the authority to require the setback for the ground-mounted solar energy system project site to a minimum of fifty (50) feet after reviewing the following elements:
1. Any input received from abutting property owners after being duly-notified as part of the Town's review
  2. Location of any structure(s) on abutting parcels in relationship the project site
  3. Ability to meet and maintain Visual Impact standards specified in (new) Section 402.8.10.H (currently 402.8.10.F.7).
4. Add to the beginning of current 402.8.10.D.1: "Provided that the maximum size of any individual solar array panel is thirty (30) square feet when measured horizontally".
  5. Add to end of current 402.8.10.E.1: "provided that the maximum size of any individual solar array panel is thirty (30) square feet when measured horizontally".
  6. Retitle current 402.8.10.F: to "General Standards for Medium & Large-scale...."
  7. Add to 402.8.10.F new "General Standards for Medium & Large Scale Ground-Mounted Solar Energy Systems" an additional standard as follows: **Energy Storage:** Battery storage of electricity generated from the Commercial Solar Energy Production Site of any type is specifically prohibited including but not limited to lead-acid and lithium ion.
  8. Add to 402.8.10.F new "General Standards for Medium & Large Scale Ground-Mounted Solar Energy Systems" an additional standard as follows: **Copies of Permits Required:** If the owner, operator, or applicant has approvals from non-municipal entities such as MeDEP upon applying to the Planning Board (PB), these shall be submitted as part of the PB application. If such permit(s) are not approved upon PB submittal, the owner or operator shall provide full copies of all permits to the Code Enforcement Officer prior to the issuance of permits to construct any portion of the Solar Energy System.
  9. Create new 402.8.10.G: "Utility Connection Standards". Utilize existing language as G.1.
  10. New Section/language 402.8.10.G.2: **Utility Connections for Existing Residential Areas:** Any Commercial Solar Energy Production Site and/or connection to the main utility grid that is located adjacent to, or in the immediate proximity to, an existing

residentially utilized area as determined by the Planning Board, shall be required to place all utility lines underground unless the utility company owning/operating the main transmission lines requires the lines to be above ground on utility poles. The Planning Board shall have the authority to require the applicant to provide documentation from duly qualified parties regarding the utility companies requirements.

**11. New Section/language 402.8.10.3: Utility Connections for areas not residentially utilized:** The Planning Board shall have the authority to make the determination of if the Commercial Solar Energy Production Site and connection to the main power grid is in, or in the immediate proximity of, an existing residentially utilized area. If the Planning Board makes the determination that it is not, the determination of underground or above ground utility lines shall be as established in this Section.

The Planning Board is encouraged to make a distinction between the necessary switching required by the utility company owning/operating the transmission lines and the utility lines originating from the Commercial Solar Energy Production Site to point of connection to the main power "grid". The Planning Board (or designee) shall notify neighboring property owners and request their input.

The applicant shall be responsible for providing information relevant to the criteria listed below. The Planning Board shall review and consider the following elements in making the determination of underground or above ground utilities:

- a. Any input from neighboring property owners after being duly notified as part of the Town's review
- b. Estimated visual implications to neighboring property owners based on renderings provided by the applicant and/or field conditions observed as part of a sitewalk by the Planning Board (if one is held)
- c. Location and number of existing utility poles (if any)
- d. Overall purpose, intent, and use of the Zoning District in which the utility connection is located i.e. is the District predominantly residential
- e. Number of residences that the utility lines will need to be adjacent to
- f. Number and location of any new and/or upgraded utility poles that are necessary
- g. Input from the utility company owning/operating the main transmission lines
- h. Documented existing physical site conditions that substantially complicate placing utilities underground such as bedrock

**12. Re-number current 402.8.10.F.6 to (new) 402.8.10.F.5**

**13. Add new Section 402.8.10.H Visual Impact:** Current language (402.8.10.F.7) is new 402.8.10.H.1.

**14. New 402.8.10.H.2:** For any Medium or Large Scale Commercial Solar Energy Production Site (CSEPS) in a Rural Residential & Agricultural Zoning District, the Planning Board shall have the authority to require sufficient vegetative buffering

and/or screening, as determined by the Board, to minimize the adverse visual impacts of solar array from any existing residential property. The objective is to provide adequate year-round buffering of the CSEPS, on the property where the CSEPS is proposed, for any abutting parcel utilized primarily for residential purposes when the application is submitted to the Town and deemed complete.

15. New 402.8.10.H.3: The Applicant and Planning Board shall follow the steps below to minimize the adverse impacts of the project site from all abutting properties utilized primary for residential purposes:

- a. In addition to all required Planning Board submittals, the applicant shall submit a scaled legible plan, with supporting documentation as appropriate, showing the following:
  - i. The entire parcel proposed for the Commercial Solar Energy Production Site (CSEPS), property boundaries, and parcels within two-hundred and fifty (250) feet
  - ii. The proposed location of the CSEPS, proposed buildings, vehicular access(es), and any structure fifteen (15) feet or more in height including utility poles
  - iii. All parcels shown on the submitted plan shall be identified with the Tax Map/lot, owners last name, and lot size in acres.
  - iv. All existing structures located on the parcel proposed for the CSEPS and within one hundred (100) feet of the parcel proposed accurate to ten (10) feet
  - v. For all portions of the perimeter of the CSEPS proposed property that abut a residentially utilized property, the approximate location of existing trees at least fifteen (15) feet high and other significant woody vegetation on the CSEPS parcel that is proposed to remain when the project is completed to provide a vegetative buffer
  - vi. Locations and associated details (size, type, spacing, etc.) of native evergreen trees proposed to be planted on the CSEPS parcel to provide reasonable year-round vegetative buffering for residentially utilized properties within five (5) years of completing the CSEPS
  - vii. Any replanting plan shall be completed by a duly qualified professional, such as registered Landscape Architect, and shall include descriptions and/or renderings of anticipated buffering at appropriate time intervals to enable the Planning Board and abutting property owners to understand the anticipated timeframe for the growth to be an effective buffer
- b. The Planning Board shall review the plan submitted by the applicant and any input from neighboring property owners to determine if the proposed vegetative screening is, or will be in five (5) years, sufficient for residential properties abutting the CSEPS parcel. The Board may wish to consider a site walk to view field conditions.
- c. The Planning Board shall have the authority to require the applicant to provide photographs of existing conditions, renderings of vegetative screening, or

documentation from similar completed projects. If the Planning Board determines that the existing vegetative screening, together with any proposed replanting, is not sufficient, it shall have the authority to require the applicant to revise the plan as deemed appropriate by the Board.

- d. The Board shall have the ability to hire a qualified consultant, at applicants' expense, per 402.10.9 (Technical Review Fees). The Board shall consider and have the authority to require a performance bond for any necessary replanting per 402.10.17 in accordance with professionally accepted practices such as 80% survival rate for a 5-year period.

16. Re-number current 402.8.10.F.8 to (new) 402.8.10.F.6 and continue this re-numbering to end of current "F" and/or adjust numbering/lettering as necessary.

17. Adjust current Section 402.8.10.F.2 (mis-labeled) addressing performance guarantee for abandonment as follows: F.2: Performance Guarantee for Abandonment Requirements:

- a. The owner and/or operator of the Commercial Solar Energy System shall be responsible for establishing and maintaining the performance guarantee for abandonment in accordance with standards established in this Ordinance throughout the lifetime of the system until all components of the Commercial Solar Energy System have been properly removed. Any proposed replacements, changes, or adjustments to the performance guarantee must be approved by the Code Enforcement Officer with input from the Town Planner as necessary. Owners/operators are reminded of Section 402.8.10.XX.XX (currently 402.8.10.F.15) above that requires Staff Review Committee approval for a change of ownership and/or operator(s).
- b. As an integral part of the submittal to the Planning Board, the owner/operator of the proposed Commercial Solar Energy System shall provide an estimate of all costs that the Town would incur to employ the services of duly qualified contractor(s) to remove all components of Commercial Solar Energy System and all associated abandoned structures from the respective parcel(s). The cost estimate must include sufficient detail for the Planning Board to ensure the accuracy of the submitted figures and address all necessary aspects of the abandonment. The Board may request input from the Town Engineer and other duly qualified professionals at the applicant's expense for making this determination.
- c. The amount of the performance guarantee shall be at least one hundred and fifty (150) percent, as determined by the Planning Board, of the estimated cost for demolition and complete removal of the system. The form of the performance guarantee shall be approved by the Planning Board, with input from the Town's legal counsel as necessary at the applicant's expense, and duly established with

the Town prior to the Code Enforcement Officer issuing any permits for the Commercial Solar Energy System.

- d. If the Commercial Solar Energy System is required to establish and maintain a financial surety for abandonment by another governmental entity, such as the Maine Department of Environmental Protection, the applicant is encouraged to ensure that the posting of the financial performance guarantee for abandonment complies with Town standards to streamline the administrative process. The applicant shall submit information about any such performance guarantee as part of the Planning Board's review and the Board shall determine if Town standards are met with input from duly qualified professionals as necessary at applicant's expense.
- e. If the Planning Board determines that the financial surety for abandonment required by another governmental entity meets Town standards, the performance guarantee for abandonment requirement shall be deemed acceptable provided that the Planning Board also determines that sufficient written documentation is submitted ensuring that the Town will be kept apprised of any changes to the surety for the lifetime of the Commercial Solar Energy System.
- f. If the Planning Board determines that the financial surety for abandonment required by another governmental entity does not meet Town standards, the applicant shall have two options. The first is to make the necessary adjustments to the financial surety for the Planning Board to determine that Town standards are met. The second option for the applicant is to request to be on the agenda for the next available meeting of the Gray Town Council.
- g. The Gray Town Council shall have the authority to determine if the financial surety is sufficient in the event that the applicant for the Commercial Solar Energy System chooses to approach the Council per above. Prior to being placed on a Council agenda, the applicant shall provide written documentation, with attachments as necessary, that specifically lists all deviations from Town requirements for the performance guarantee for abandonment. The applicant shall also provide information regarding the reasoning for not meeting Town requirements.
- h. In the event that the applicant decides to approach the Gray Town Council, and Planning Board has deemed the application complete and that all applicable standards are met except the Town Council resolution of the performance guarantee for the abandonment, the Planning Board shall have the authority to consider a conditional approval of the application. Any such approval shall include a specific condition that the Code Enforcement Officer shall not issue permits for the Commercial Solar Energy System until the Town Council has determined that the performance guarantee for abandonment is acceptable.

- i. Once the owner and/or operator has properly removed all components of Commercial Solar Energy System and associated abandoned structures, the owner and/or operator shall notify the Town Planner in writing and request an inspection by the Code Enforcement Officer (CEO). The CEO shall have the authority to employ the services of the Town's Engineer or other qualified professionals, at the owner/operators expense, to verify that the abandonment complies with all applicable standards. If the CEO, in consultation with the Town Planner, determines that such removal is satisfactory, the CEO shall notify the Town Planner or designee in writing to release the abandonment performance guarantee.

# **Original Draft**

Contract Zoning Agreement Between  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC.  
AND THE TOWN OF GRAY

**CONTRACT ZONING AGREEMENT BETWEEN  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC. AND THE  
TOWN OF GRAY**

This Contract Zoning Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the TOWN OF GRAY, a body corporate and politic, located in the County of Cumberland and State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (hereinafter “the Town”), Birch Point Properties LLC, a Maine Limited Liability Company with a mailing address of 170 Shaker Road, Gray, Maine 04039 and A.H. Grover, Inc., a Maine Corporation with a mailing address of 80 Pembroke Peak, North Yarmouth, Maine 04097 (hereinafter, collectively, the “Owner”).

WITNESSETH:

WHEREAS, the Owner seeks to develop a 68 +/- acre parcel located in the vicinity of Yarmouth Road and Woodcock Road, identified in the Town tax maps as Map 44, Lot 32-112, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 36348, Page 165 (the “Property”); and

WHEREAS, the Owner seeks to develop a residential subdivision on the Property, to be known as Stillwater Pines Subdivision; and

WHEREAS, the Owner seeks to modify the Town’s subdivision road standards in the construction of the private road that will serve the subdivision and associated open space; and

WHEREAS the Owner proposes to construct a multi-use playing field, associated facilities and access and to deed the multi-use playing field area and an access easement to the Town; and

WHEREAS, the proposed development addresses, among others, the following goals and guidelines of the Town’s Comprehensive Plan:

- To encourage “orderly growth and development in appropriate areas of Town while protecting the State’s rural character, making efficient use of public services and infrastructure and preventing development sprawl;
- To “work with public and private partners to extend and maintain a network of trails for motorized and non-motorized uses;”
- To “identify priorities for preservation and needs to recreational facilities to meet current and future demands;” and

WHEREAS, the creation of public playing fields and trails will benefit both residents of the new subdivision and residents of the entire Town, both maintaining and expanding the quality and amount of recreational opportunities available and the acquisition of rights for

recreational purposes such as ball fields was identified by a number of Town residents in response to a survey as an appropriate investment by the Town; and

WHEREAS, the proposed residential subdivision and recreational and open space uses are consistent with the existing and permitted uses within the underlying zoning district; and

WHEREAS, the Gray Planning Board reviewed this proposed rezoning and recommended its approval after a public hearing held on \_\_\_\_\_, 2021; and

WHEREAS, the Town, by and through its Town Council, has determined that said rezoning will be pursuant to and consistent with the Comprehensive Plan and will meet the requirements of 30-A M.R.S. § 4352(8) and therefore has authorized the execution of this Contract Zoning Agreement on \_\_\_\_\_, 2021;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Amendment of Zoning Map. The Town will amend the Zoning Map of the Town of Gray, as amended, a copy of which is on file at the Henry Pennell Municipal Complex and which is incorporated by reference in the Zoning Ordinance, Section 402.3.1, by adopting the map change amendment shown on Exhibit 1. This amendment includes the existing portion of Woodcock Road leading to the Property.

2. Land use requirements. Except as expressly stated herein, the Property shall be used and developed in accordance with the Medium Density zoning district provisions and requirements, as well as other applicable provisions of the Zoning Ordinance and the Subdivision Ordinance.

3. Dimensional Requirements and Uses. Except as otherwise established in this Section 3, development on the Property shall comply with the requirements of the underlying Medium Density District and all applicable Ordinances and performance standards, except:

a. The maximum number of dwelling units to be served by the existing portion of Woodcock Road and the proposed extension of Woodcock Road shall be no more than fifty new (50) dwelling units in addition to the existing dwelling units already located on Woodcock Road due to the revisions to the road standards established herein. For purposes of this Agreement, an accessory apartment shall be included in the calculation of the maximum number of dwelling units.

b. Municipal uses shall be allowed on the land to be deeded to the Town as described in Section 7.

4. Road standards for Woodcock Road.

a. The existing portion of Woodcock Road shall be improved and maintained to the following standards:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be a five (5)-foot wide paved sidewalk on one side of the road, which shall be flush with the shoulder.

b. The extension of Woodcock Road shall be constructed and maintained as follows:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be five (5)-foot wide paved sidewalk on one side of the road, with curbing and a four (4)-foot wide esplanade on one side of the road, with the sidewalk connecting to the sidewalk to be installed on the existing portion of Woodcock Road.
- vi. Except as modified above, the extension of Woodcock Road shall be constructed in accordance with Village Public Street standards per Table 401.13.16-2 of the Gray Subdivision Ordinance.

c. Cross-sections of the roads shall be substantially in accordance with Exhibit 2, attached to and incorporated as part of this Agreement.

d. The owner shall have the ability to exceed the maximum length of a dead-end street as established in 401.13.16.B.2.f.ii of Gray Subdivision Ordinance

e. The owner shall have the ability to exceed the maximum of homes on a dead-end street as established in 401.13.16.B.2.f.vi of Gray Subdivision Ordinance.

5. Maintenance of Woodcock Road. Woodcock Road shall remain a private road and shall not be accepted by the Town as a public street unless it is upgraded to applicable Town standards in effect at the time that the road is dedicated to the Town. The Owner or any successor in interest may offer to the Town a public easement for winter maintenance, subject to the requirements and conditions of Sections 2.2 and 2.4 of the Town of Gray Street Ordinance, as may be amended, and as modified by this Agreement. Said winter maintenance shall not include maintenance, including plowing and sanding, of the sidewalks. Pavement markings including striping for sidewalks will be the responsibility of the road association and must be maintained to be eligible for winter maintenance. The Town will not be a party in the road association.

6. Requirements for construction of access to property to be deeded to Town. In addition to the requirements for the construction of Woodcock Road, the Owner shall be

responsible for constructing an access to the property to be deeded to the Town described in Section 7. The right-of-way for the access shall be sixty (60) feet in width, with a minimum twenty (20)-foot wide gravel travel lane, and shall include a swing gate to be located before the stream crossing within the sixty (60) foot right of way. This access shall be constructed prior to the conveyance of the 14.8 acre parcel and the access, both as shown on Exhibit 3, to the Town. The cross-section of the access shall be substantially in accordance with Exhibit 2.

7. Grant of land to the Town. The Owner shall grant to the Town a minimum of 14.8 acres of land in the southeast corner of the Property, which shall be improved as set forth in Section 8. The Owner may retain a grading easement over this parcel in order to grade it to be level with the abutting gravel pits. The property shall be deeded to the Town no later than three (3) years after the approval of Phase 1 of the proposed Stillwater Pines Subdivision. The Owner shall also grant to the Town an access easement in perpetuity over the entire length of Woodcock Road to serve the Town-owned property, including the parking area and the playing field, which easement shall include the right to maintain, improve and utilize utility connections to the property to be deeded to the Town. Any deed covenants and road association or homeowner association documents shall disclose the existence of the Town easement to the property to be deeded to the Town. Prior to the grant of land to the Town, the Owner reserves the right to remove material from this parcel, subject to the construction standards set forth in Section 8. The dedication of the open space and playing fields is an integral part of this Agreement in order to maintain open space and recreational facilities in the Town. The Town may make further improvements to this land in the future, as long as such improvements are related to the public recreational use of the land and associated parking. The playing field area shall serve as the replacement property for purposes of the grant funding previously provided to the Town by the Land and Water Conservation Fund for property located at 10 Libby Hill Road in Gray. Because of this conversion, the playing field shall be held and used consistent with the requirements of that grant.

8. Construction of playing fields and parking area. The Owner shall construct on the land to be conveyed to the Town at least a 150-foot by 300-foot multi-use playing field and twenty (20) parking spaces and a level overflow parking area to serve the field. The field area shall be loamed to a minimum depth of three (3) inches and seeded until full grass coverage has occurred. The Owner shall extend electrical conduit and public water to the area to be deeded to the Town, with services stubbed to allow the Town to connect to them in the future if the Town decides to make such connections. All required improvements shall be completed to the satisfaction of the Town prior to the conveyance of the at minimum 14.8 acre parcel and access easement to the Town. The Owner shall be responsible for acquiring all required permits and approvals for these improvements.

As part of the construction of Phase 1 of the residential subdivision, the Owner shall be responsible for permitting and construction of the required stream crossing to include straight runs of Schedule 40 electrical conduit with no elbows for utilities to the playing field to be part of the crossing including at a minimum: one (1) 4" conduit for the water line, two (2) 3" conduits for loop electric feeds, and two (2) 2" conduits for communication facilities. Ends of the conduits to be waterproof-capped and marked with re-bar at all ends to locate in future.

9. Future loop to Yarmouth Road or ring road to Portland Road. The Owner shall reserve a right-of-way to allow the future looping of Woodcock Road to Yarmouth Road or a ring road to Portland Road. The area of the reserved right-of-way shall be established as part of the Town's subdivision review of the Property.

10. Trails. The existing trail system located within the designated open space on the Property shall be maintained by the homeowner's association and shall be open for use by the public. Some minor rerouting of the trail system shall be allowed, with final locations to be established as part of subdivision review. Any future trails established within the open space will be available for public use. The Town Council shall review and approve any proposed regulations or restrictions on the use of the trails. The Town will not be subject to or a party to the homeowner's association or responsible for trail maintenance.

11. Extension of public water. The Owner shall be responsible for extending public water to serve the proposed development and shall offer to the existing homeowners on Woodcock Road the ability to connect to such service at their own expense.

12. Site work prior to construction. Once the grading of the site is complete, the Owner shall place a berm along the property lines separating the 14.8 acre parcel to be conveyed to the Town from the abutting gravel pits. The berm shall be placed and maintained on the 14.8 acre parcel to be conveyed to the Town as depicted on Exhibit 3. The berm shall be two-thirds of the final excavation depth built two (2) feet horizontally for every vertical foot (2:1 slope). The berm along the southwest property line shall be at least seven hundred (700) feet long and a minimum of eighteen (18) feet above the multi-use field elevation. The berm along the southeastern property line shall be a minimum of one thousand (1,000) feet and decrease gradually from eighteen (18) feet above the field elevation to a minimum of twelve (12) feet above the field elevation at the most easterly property corner. Boulders a minimum of two (2) feet in diameter shall be placed three (3) or less feet on the berm at a location approved by the Planning Board with input from the Owner and abutting property owners, with said approval to occur as part of the Planning Board's review of the project, with input from the Owner and abutting property owners to be considered. The berm must be stabilized.

13. Timing of Improvements. The subdivision and associated improvements, including those to the property to be conveyed to the Town, shall be completed substantially in accordance with the phasing and improvements plan included as Exhibit 3, hereby incorporated as part of this Agreement.

14. Agreement to be Recorded. The Owner shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds and shall submit proof of recording to the Gray Code Enforcement Officer and the Town Planner before any site work is undertaken or any building permits are issued.

15. Amendments to Agreement. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property and shall be amended only upon further written agreement of the parties or any successors in interest to the Property.

16. Site Plan and Subdivision Review. Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under those Ordinances.

The above stated restrictions, provisions, and conditions, are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Owners, their successors and assigns, and any party in possession or occupancy of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. If any of the restrictions, provisions, conditions, or portions of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use, development and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance, the Subdivision Ordinance and all other applicable Town ordinances. This contract rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. § 4452) and the Town's land use ordinances. Following any determination of a zoning or other land use violation by the Court or the Code Enforcement Officer, the Town Council, after recommendation of the Planning Board, may amend, modify or rescind the Contract Zone and rezone the Property to the prior or any successor zoning districts.

In the event that the Owner fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate. The resolution may include, without limitation, a termination of the Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such other uses as are otherwise allowed by law.

WITNESS:

TOWN OF GRAY

\_\_\_\_\_

By: \_\_\_\_\_  
Nathaniel Rudy, Town Manager,  
(duly authorized by vote of the Gray  
Town Council on \_\_\_\_\_, 2021)

BIRCH POINT PROPERTIES, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Allen Hamilton, its Member

A.H. GROVER, INC.

By: \_\_\_\_\_

Benjamin Grover, its  
Vice-President

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared the above-named Nathaniel Rudy, in his capacity as Town Manager for the Town of Gray, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Gray.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Allen Hamilton, in his capacity as Member of Birch Point Properties LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Benjamin Grover, in his capacity as Vice-President of A.H. Grover, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

# **Revised with Red Line**

Contract Zoning Agreement Between  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC.  
AND THE TOWN OF GRAY

**CONTRACT ZONING AGREEMENT BETWEEN  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC. AND THE  
TOWN OF GRAY**

This Contract Zoning Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the TOWN OF GRAY, a body corporate and politic, located in the County of Cumberland and State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (hereinafter “the Town”), Birch Point Properties LLC, a Maine Limited Liability Company with a mailing address of 170 Shaker Road, Gray, Maine 04039 and A.H. Grover, Inc., a Maine Corporation with a mailing address of 80 Pembroke Peak, North Yarmouth, Maine 04097 (hereinafter, collectively, the “Owner”).

WITNESSETH:

WHEREAS, the Owner seeks to develop a 68 +/- acre parcel located in the vicinity of Yarmouth Road and Woodcock Road, identified in the Town tax maps as Map 44, Lot 32-112, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 36348, Page 165 (the “Property”); and

WHEREAS, the Owner seeks to develop a residential subdivision on the Property, to be known as Stillwater Pines Subdivision; and

WHEREAS, the Owner seeks to modify the Town’s subdivision road standards in the construction of the private road that will serve the subdivision and associated open space; and

WHEREAS, the Owner proposes to construct a multi-use playing field and associated facilities and access, and to deed the multi-use playing field area and an access easement to the Town; and

WHEREAS, the proposed development addresses, among others, the following goals and guidelines of the Town’s Comprehensive Plan:

- To encourage “orderly growth and development in appropriate areas of Town while protecting the State’s rural character, making efficient use of public services and infrastructure and preventing development sprawl;
- To “work with public and private partners to extend and maintain a network of trails for motorized and non-motorized uses;”
- To “identify priorities for preservation and needs to recreational facilities to meet current and future demands;” and

WHEREAS, the creation of public playing fields and trails will benefit both residents of the new subdivision and residents of the entire Town, both maintaining and expanding the quality and amount of recreational opportunities available and the acquisition of rights for

recreational purposes such as ball fields was identified by a number of Town residents in response to a survey as an appropriate investment by the Town; and

WHEREAS, the proposed residential subdivision and recreational and open space uses are consistent with the existing and permitted uses within the underlying zoning district; and

WHEREAS, the Gray Planning Board reviewed this proposed rezoning and recommended its approval after a public hearing held on \_\_\_\_\_, 2021; and

WHEREAS, the Town, by and through its Town Council, has determined that said rezoning will be pursuant to and consistent with the Comprehensive Plan and will meet the requirements of 30-A M.R.S. § 4352(8) and therefore has authorized the execution of this Contract Zoning Agreement on \_\_\_\_\_, 2021;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Amendment of Zoning Map. The Town will amend the Zoning Map of the Town of Gray, as amended, a copy of which is on file at the Henry Pennell Municipal Complex and which is incorporated by reference in the Zoning Ordinance, Section 402.3.1, by adopting the map change amendment shown on Exhibit 1. This amendment includes the existing portion of Woodcock Road leading to the Property.

2. Land use requirements. Except as expressly stated herein, the Property shall be used and developed in accordance with the Medium Density zoning district provisions and requirements, as well as other applicable provisions of the Zoning Ordinance and the Subdivision Ordinance.

3. Dimensional Requirements and Uses. Except as otherwise established in this Section 3, development on the Property shall comply with the requirements of the underlying Medium Density District and all applicable Ordinances and performance standards, except:

a. The maximum number of dwelling units to be served by the existing portion of Woodcock Road and the proposed extension of Woodcock Road shall be no more than fifty new (50) dwelling units in addition to the existing dwelling units already located on Woodcock Road due to the revisions to the road standards established herein. For purposes of this Agreement, an accessory apartment shall be included in the calculation of the maximum number of dwelling units.

b. Municipal uses shall be allowed on the land to be deeded to the Town as described in Section 7.

4. Road standards for Woodcock Road.

a. The existing portion of Woodcock Road shall be improved and maintained to the following standards:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be a five (5)-foot wide paved sidewalk on one side of the road, which shall be flush with the shoulder.

b. The extension of Woodcock Road shall be constructed and maintained as follows:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be five (5)-foot wide paved sidewalk on one side of the road, with curbing and a four (4)-foot wide esplanade on one side of the road, with the sidewalk connecting to the sidewalk to be installed on the existing portion of Woodcock Road.
- vi. Except as modified above, the extension of Woodcock Road shall be constructed in accordance with Village Public Street standards per Table 401.13.16-2 of the Gray Subdivision Ordinance.

c. Cross-sections of the roads shall be substantially in accordance with Exhibit 2, attached to and incorporated as part of this Agreement.

d. The owner shall have the ability to exceed the maximum length of a dead-end street as established in 401.13.16.B.2.f.ii of Gray Subdivision Ordinance

e. The owner shall have the ability to exceed the maximum of homes on a dead-end street as established in 401.13.16.B.2.f.vi of Gray Subdivision Ordinance.

5. Maintenance of Woodcock Road. Woodcock Road shall remain a private road and shall not be accepted by the Town as a public street unless it is upgraded to applicable Town standards in effect at the time that the road is dedicated to the Town. The Owner or any successor in interest may offer to the Town a public easement for winter maintenance, subject to the requirements and conditions of Sections 2.2 and 2.4 of the Town of Gray Street Ordinance, as may be amended, and as modified by this Agreement. Said winter maintenance shall not include maintenance, including plowing and sanding, of the sidewalks. Pavement markings including striping for sidewalks will be the responsibility of the road association and must be maintained to be eligible for winter maintenance. The Town will not be a party in the road association.

6. Requirements for construction of access to property to be deeded to Town. In addition to the requirements for the construction of Woodcock Road, the Owner shall be

responsible for constructing an access to the property to be deeded to the Town described in Section 7. The right-of-way for the access shall be sixty (60) feet in width, with a minimum twenty (20)-foot wide gravel travel lane and shall include a swing gate and turn around to be located before the stream crossing. Boulders shall be tightly spaced at sides of gate to prevent vehicular access. This access shall be constructed prior to the conveyance of the at minimum 12.9-acre parcel and the access, both as shown on Exhibit 3, to the Town. The cross-section of the access shall be substantially in accordance with Exhibit 2.

7. Grant of land to the Town. The Owner shall grant to the Town a minimum of 12.9 acres of land in the southeast corner of the Property, which shall be improved as set forth in Section 8. The Owner may retain a grading easement over this parcel in order to grade it to be level with the abutting gravel pits. The property shall be deeded to the Town no later than three (3) years after the Planning Board grants final approval of Phase 1 of the proposed Stillwater Pines Subdivision. The Owner shall also grant to the Town an access easement in perpetuity over the entire length of Woodcock Road to serve the Town-owned property, including the parking area and the playing field, which easement shall include the right to maintain, improve and utilize utility connections to the property to be deeded to the Town. Any deed covenants and road association or homeowner association documents shall disclose the existence of the Town easement to the property to be deeded to the Town. Prior to the grant of land to the Town, the Owner reserves the right to remove material from this parcel, subject to the construction standards set forth in Section 8. The dedication of the open space and playing fields is an integral part of this Agreement in order to maintain open space and recreational facilities in the Town. The Town may make further improvements to this land in the future, as long as such improvements are related to the public recreational use of the land and associated parking. The playing field area ~~shall~~ is intended to serve as the replacement property for purposes of the grant funding previously provided to the Town by the Land and Water Conservation Fund for property located at 10 Libby Hill Road in Gray. Because of this conversion, the playing field shall be held and used consistent with the requirements of that grant.

8. Construction of playing fields and parking area. The Owner shall construct on the land to be conveyed to the Town at least a 150-foot by 300-foot multi-use playing field and twenty (20) parking spaces and a level overflow parking area to serve the field in locations substantially in accordance with Exhibit 3. The field area shall be loamed to a minimum depth of three (3) inches and seeded until full grass coverage has occurred. The Owner shall extend electrical conduit and public water to the area to be deeded to the Town, with services stubbed to allow the Town to connect to them in the future if the Town decides to make such connections. All required improvements shall be completed to the satisfaction of the Town prior to the conveyance of the at minimum 12.9 acre parcel and access easement to the Town. The Owner shall be responsible for acquiring all required permits and approvals for these improvements.

As part of the construction of Phase 1 of the residential subdivision, the Owner shall be responsible for permitting and construction of the required stream crossing substantially in accordance with Exhibit 4 to include straight runs of Schedule 40 electrical conduit with no elbows for utilities to the playing field to be part of the crossing including at a minimum: one (1) 4" conduit for the water line, two (2) 3" conduits for loop electric feeds, and two (2) 2" conduits

for communication facilities. Ends of the conduits to be waterproof-capped and marked with re-bar at all ends to locate in future.

9. Future loop to Yarmouth Road or ring road to Portland Road. The Owner shall reserve a right-of-way to allow the future looping of Woodcock Road to Yarmouth Road or a ring road to Portland Road. The area of the reserved right-of-way shall be established as part of the Town's subdivision review of the Property.

10. Trails. The existing trail system located within the designated open space on the Property shall be maintained by the homeowner's association and shall be open for use by the public. Some minor rerouting of the trail system shall be allowed, with final locations to be established as part of subdivision review. Any future trails established within the open space will be available for public use. The Town Council shall review and approve any proposed regulations or restrictions on the use of the trails. The Town will not be subject to or a party to the homeowner's association or responsible for trail maintenance. Motorized vehicles of any type shall not be allowed on trails. Final trail locations shall adhere to subdivision standards as determined by the Planning Board.

11. Extension of public water. The Owner shall be responsible for extending public water to serve the proposed development and shall offer to the existing homeowners on Woodcock Road the ability to connect to such service at their own expense.

12. Site work prior to construction. Once the grading of the site is complete, the Owner shall place a berm along the property lines separating the minimum of 12.9 acre parcel to be conveyed to the Town from the abutting gravel pits substantially in accordance with Exhibit 3. The berm shall be placed and maintained on the minimum of 12.9 acre parcel to be conveyed to the Town as depicted on Exhibit 3. The berm shall be two-thirds of the final excavation depth built two (2) feet horizontally for every vertical foot (2:1 slope). The berm along the southwest property line shall be at least seven hundred (700) feet long and a minimum of twelve (12) to eighteen (18) feet in height above the multi-use field elevation. The berm along the southeastern property line shall be a minimum of nine hundred and thirty (930) feet in length and decrease gradually in height from eighteen (18) feet above the field elevation to a minimum height of twelve (12) feet above the field elevation at the most easterly property corner, both berms substantially in accordance with Exhibit 3 Boulders a minimum of two (2) feet in diameter shall be placed three (3) or less feet apart on the berm at a location approved by the Planning Board with input from the Owner and abutting property owners, with said approval to occur as part of the Planning Board's review of the project, with input from the Owner and abutting property owners to be considered. The berm must be stabilized.

13. Timing of Improvements. The subdivision and associated improvements, including those to the property to be conveyed to the Town, shall be completed substantially in accordance with the phasing and improvements plan included as Exhibit 3, hereby incorporated as part of this Agreement.

14. Agreement to be Recorded. The Owner shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds and shall submit proof of recording to

the Gray Code Enforcement Officer and the Town Planner before any site work is undertaken or any building permits are issued.

15. Amendments to Agreement. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property and shall be amended only upon further written agreement of the parties or any successors in interest to the Property.

16. Site Plan and Subdivision Review. Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under those Ordinances.

The above stated restrictions, provisions, and conditions, are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Owners, their successors and assigns, and any party in possession or occupancy of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. If any of the restrictions, provisions, conditions, or portions of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use, development and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance, the Subdivision Ordinance and all other applicable Town ordinances. This contract rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. § 4452) and the Town's land use ordinances. Following any determination of a zoning or other land use violation by the Court or the Code Enforcement Officer, the Town Council, after recommendation of the Planning Board, may amend, modify or rescind the Contract Zone and rezone the Property to the prior or any successor zoning districts.

In the event that the Owner fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate. The resolution may include, without limitation, a termination of the Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such other uses as are otherwise allowed by law.

WITNESS:

TOWN OF GRAY

\_\_\_\_\_

By: \_\_\_\_\_  
Nathaniel Rudy, Town Manager,  
(duly authorized by vote of the Gray  
Town Council on \_\_\_\_\_, 2021)

BIRCH POINT PROPERTIES, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Allen Hamilton, its Member

A.H. GROVER, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Benjamin Grover, its  
Vice-President

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared the above-named Nathaniel Rudy, in his capacity as Town Manager for the Town of Gray, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Gray.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Allen Hamilton, in his capacity as Member of Birch Point Properties LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Benjamin Grover, in his capacity as Vice-President of A.H. Grover, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

# Revised Clean

Contract Zoning Agreement Between  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC.  
AND THE TOWN OF GRAY

**CONTRACT ZONING AGREEMENT BETWEEN  
BIRCH POINT PROPERTIES LLC, A.H. GROVER, INC. AND THE  
TOWN OF GRAY**

This Contract Zoning Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the TOWN OF GRAY, a body corporate and politic, located in the County of Cumberland and State of Maine, with a mailing address of 24 Main Street, Gray, Maine 04039 (hereinafter “the Town”), Birch Point Properties LLC, a Maine Limited Liability Company with a mailing address of 170 Shaker Road, Gray, Maine 04039 and A.H. Grover, Inc., a Maine Corporation with a mailing address of 80 Pembroke Peak, North Yarmouth, Maine 04097 (hereinafter, collectively, the “Owner”).

WITNESSETH:

WHEREAS, the Owner seeks to develop a 68 +/- acre parcel located in the vicinity of Yarmouth Road and Woodcock Road, identified in the Town tax maps as Map 44, Lot 32-112, as further described in a deed recorded in the Cumberland County Registry of Deeds in Book 36348, Page 165 (the “Property”); and

WHEREAS, the Owner seeks to develop a residential subdivision on the Property, to be known as Stillwater Pines Subdivision; and

WHEREAS, the Owner seeks to modify the Town’s subdivision road standards in the construction of the private road that will serve the subdivision and associated open space; and

WHEREAS, the Owner proposes to construct a multi-use playing field and associated facilities and access, and to deed the multi-use playing field area and an access easement to the Town; and

WHEREAS, the proposed development addresses, among others, the following goals and guidelines of the Town’s Comprehensive Plan:

- To encourage “orderly growth and development in appropriate areas of Town while protecting the State’s rural character, making efficient use of public services and infrastructure and preventing development sprawl;
- To “work with public and private partners to extend and maintain a network of trails for motorized and non-motorized uses;”
- To “identify priorities for preservation and needs to recreational facilities to meet current and future demands;” and

WHEREAS, the creation of public playing fields and trails will benefit both residents of the new subdivision and residents of the entire Town, both maintaining and expanding the quality and amount of recreational opportunities available and the acquisition of rights for

recreational purposes such as ball fields was identified by a number of Town residents in response to a survey as an appropriate investment by the Town; and

WHEREAS, the proposed residential subdivision and recreational and open space uses are consistent with the existing and permitted uses within the underlying zoning district; and

WHEREAS, the Gray Planning Board reviewed this proposed rezoning and recommended its approval after a public hearing held on \_\_\_\_\_, 2021; and

WHEREAS, the Town, by and through its Town Council, has determined that said rezoning will be pursuant to and consistent with the Comprehensive Plan and will meet the requirements of 30-A M.R.S. § 4352(8) and therefore has authorized the execution of this Contract Zoning Agreement on \_\_\_\_\_, 2021;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. Amendment of Zoning Map. The Town will amend the Zoning Map of the Town of Gray, as amended, a copy of which is on file at the Henry Pennell Municipal Complex and which is incorporated by reference in the Zoning Ordinance, Section 402.3.1, by adopting the map change amendment shown on Exhibit 1. This amendment includes the existing portion of Woodcock Road leading to the Property.

2. Land use requirements. Except as expressly stated herein, the Property shall be used and developed in accordance with the Medium Density zoning district provisions and requirements, as well as other applicable provisions of the Zoning Ordinance and the Subdivision Ordinance.

3. Dimensional Requirements and Uses. Except as otherwise established in this Section 3, development on the Property shall comply with the requirements of the underlying Medium Density District and all applicable Ordinances and performance standards, except:

a. The maximum number of dwelling units to be served by the existing portion of Woodcock Road and the proposed extension of Woodcock Road shall be no more than fifty new (50) dwelling units in addition to the existing dwelling units already located on Woodcock Road due to the revisions to the road standards established herein. For purposes of this Agreement, an accessory apartment shall be included in the calculation of the maximum number of dwelling units.

b. Municipal uses shall be allowed on the land to be deeded to the Town as described in Section 7.

4. Road standards for Woodcock Road.

a. The existing portion of Woodcock Road shall be improved and maintained to the following standards:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be a five (5)-foot wide paved sidewalk on one side of the road, which shall be flush with the shoulder.

b. The extension of Woodcock Road shall be constructed and maintained as follows:

- i. The travel lane shall be eighteen (18) feet in width.
- ii. There shall be a two (2)-foot wide paved shoulder on both sides of the road.
- iii. There shall be five (5)-foot wide paved sidewalk on one side of the road, with curbing and a four (4)-foot wide esplanade on one side of the road, with the sidewalk connecting to the sidewalk to be installed on the existing portion of Woodcock Road.
- vi. Except as modified above, the extension of Woodcock Road shall be constructed in accordance with Village Public Street standards per Table 401.13.16-2 of the Gray Subdivision Ordinance.

c. Cross-sections of the roads shall be substantially in accordance with Exhibit 2, attached to and incorporated as part of this Agreement.

d. The owner shall have the ability to exceed the maximum length of a dead-end street as established in 401.13.16.B.2.f.ii of Gray Subdivision Ordinance

e. The owner shall have the ability to exceed the maximum of homes on a dead-end street as established in 401.13.16.B.2.f.vi of Gray Subdivision Ordinance.

5. Maintenance of Woodcock Road. Woodcock Road shall remain a private road and shall not be accepted by the Town as a public street unless it is upgraded to applicable Town standards in effect at the time that the road is dedicated to the Town. The Owner or any successor in interest may offer to the Town a public easement for winter maintenance, subject to the requirements and conditions of Sections 2.2 and 2.4 of the Town of Gray Street Ordinance, as may be amended, and as modified by this Agreement. Said winter maintenance shall not include maintenance, including plowing and sanding, of the sidewalks. Pavement markings including striping for sidewalks will be the responsibility of the road association and must be maintained to be eligible for winter maintenance. The Town will not be a party in the road association.

6. Requirements for construction of access to property to be deeded to Town. In addition to the requirements for the construction of Woodcock Road, the Owner shall be

responsible for constructing an access to the property to be deeded to the Town described in Section 7. The right-of-way for the access shall be sixty (60) feet in width, with a minimum twenty (20)-foot wide gravel travel lane and shall include a swing gate and turn around to be located before the stream crossing. Boulders shall be tightly spaced at sides of gate to prevent vehicular access This access shall be constructed prior to the conveyance of the at minimum 12.9-acre parcel and the access, both as shown on Exhibit 3, to the Town. The cross-section of the access shall be substantially in accordance with Exhibit 2.

7. Grant of land to the Town. The Owner shall grant to the Town a minimum of 12.9 acres of land in the southeast corner of the Property, which shall be improved as set forth in Section 8. The Owner may retain a grading easement over this parcel in order to grade it to be level with the abutting gravel pits. The property shall be deeded to the Town no later than three (3) years after the Planning Board grants final approval of Phase 1 of the proposed Stillwater Pines Subdivision. The Owner shall also grant to the Town an access easement in perpetuity over the entire length of Woodcock Road to serve the Town-owned property, including the parking area and the playing field, which easement shall include the right to maintain, improve and utilize utility connections to the property to be deeded to the Town. Any deed covenants and road association or homeowner association documents shall disclose the existence of the Town easement to the property to be deeded to the Town. Prior to the grant of land to the Town, the Owner reserves the right to remove material from this parcel, subject to the construction standards set forth in Section 8. The dedication of the open space and playing fields is an integral part of this Agreement in order to maintain open space and recreational facilities in the Town. The Town may make further improvements to this land in the future, as long as such improvements are related to the public recreational use of the land and associated parking. The playing field area is intended to serve as the replacement property for purposes of the grant funding previously provided to the Town by the Land and Water Conservation Fund for property located at 10 Libby Hill Road in Gray. Because of this conversion, the playing field shall be held and used consistent with the requirements of that grant.

8. Construction of playing fields and parking area. The Owner shall construct on the land to be conveyed to the Town at least a 150-foot by 300-foot multi-use playing field and twenty (20) parking spaces and a level overflow parking area to serve the field in locations substantially in accordance with Exhibit 3. The field area shall be loamed to a minimum depth of three (3) inches and seeded until full grass coverage has occurred. The Owner shall extend electrical conduit and public water to the area to be deeded to the Town, with services stubbed to allow the Town to connect to them in the future if the Town decides to make such connections. All required improvements shall be completed to the satisfaction of the Town prior to the conveyance of the at minimum 12.9 acre parcel and access easement to the Town. The Owner shall be responsible for acquiring all required permits and approvals for these improvements.

As part of the construction of Phase 1 of the residential subdivision, the Owner shall be responsible for permitting and construction of the required stream crossing substantially in accordance with Exhibit 4 to include straight runs of Schedule 40 electrical conduit with no elbows for utilities to the playing field to be part of the crossing including at a minimum: one (1) 4" conduit for the water line, two (2) 3" conduits for loop electric feeds, and two (2) 2" conduits

for communication facilities. Ends of the conduits to be waterproof-capped and marked with rebar at all ends to locate in future.

9. Future loop to Yarmouth Road or ring road to Portland Road. The Owner shall reserve a right-of-way to allow the future looping of Woodcock Road to Yarmouth Road or a ring road to Portland Road. The area of the reserved right-of-way shall be established as part of the Town's subdivision review of the Property.

10. Trails. The existing trail system located within the designated open space on the Property shall be maintained by the homeowner's association and shall be open for use by the public. Some minor rerouting of the trail system shall be allowed, with final locations to be established as part of subdivision review. Any future trails established within the open space will be available for public use. The Town Council shall review and approve any proposed regulations or restrictions on the use of the trails. The Town will not be subject to or a party to the homeowner's association or responsible for trail maintenance. Motorized vehicles of any type shall not be allowed on trails. Final trail locations shall adhere to subdivision standards as determined by the Planning Board.

11. Extension of public water. The Owner shall be responsible for extending public water to serve the proposed development and shall offer to the existing homeowners on Woodcock Road the ability to connect to such service at their own expense.

12. Site work prior to construction. Once the grading of the site is complete, the Owner shall place a berm along the property lines separating the minimum of 12.9 acre parcel to be conveyed to the Town from the abutting gravel pits substantially in accordance with Exhibit 3. The berm shall be placed and maintained on the minimum of 12.9 acre parcel to be conveyed to the Town as depicted on Exhibit 3. The berm shall be two-thirds of the final excavation depth built two (2) feet horizontally for every vertical foot (2:1 slope). The berm along the southwest property line shall be at least seven hundred (700) feet long and a minimum of twelve (12) to eighteen (18) feet in height above the multi-use field elevation. The berm along the southeastern property line shall be a minimum of nine hundred and thirty (930) feet in length and decrease gradually in height from eighteen (18) feet above the field elevation to a minimum height of twelve (12) feet above the field elevation at the most easterly property corner, both berms substantially in accordance with Exhibit 3 Boulders a minimum of two (2) feet in diameter shall be placed three (3) or less feet apart on the berm at a location approved by the Planning Board with input from the Owner and abutting property owners, with said approval to occur as part of the Planning Board's review of the project, with input from the Owner and abutting property owners to be considered. The berm must be stabilized.

13. Timing of Improvements. The subdivision and associated improvements, including those to the property to be conveyed to the Town, shall be completed substantially in accordance with the phasing and improvements plan included as Exhibit 3, hereby incorporated as part of this Agreement.

14. Agreement to be Recorded. The Owner shall record this Contract Zoning Agreement in the Cumberland County Registry of Deeds and shall submit proof of recording to

the Gray Code Enforcement Officer and the Town Planner before any site work is undertaken or any building permits are issued.

15. Amendments to Agreement. The provisions of this Contract Zoning Agreement shall be deemed restrictions on the use of the property and shall be amended only upon further written agreement of the parties or any successors in interest to the Property.

16. Site Plan and Subdivision Review. Approval of this Agreement will not serve as a waiver of site plan or subdivision review if otherwise required under those Ordinances.

The above stated restrictions, provisions, and conditions, are an essential part of the rezoning, shall run with the Property, shall bind and benefit the Owners, their successors and assigns, and any party in possession or occupancy of the Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. If any of the restrictions, provisions, conditions, or portions of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such determination shall not affect the validity of the remaining portions hereof.

Except as expressly modified herein, the use, development and occupancy of the Property shall be governed by and comply with the provisions of the Zoning Ordinance, the Subdivision Ordinance and all other applicable Town ordinances. This contract rezoning agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S. § 4452) and the Town's land use ordinances. Following any determination of a zoning or other land use violation by the Court or the Code Enforcement Officer, the Town Council, after recommendation of the Planning Board, may amend, modify or rescind the Contract Zone and rezone the Property to the prior or any successor zoning districts.

In the event that the Owner fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate. The resolution may include, without limitation, a termination of the Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such other uses as are otherwise allowed by law.

WITNESS:

TOWN OF GRAY

\_\_\_\_\_

By: \_\_\_\_\_  
Nathaniel Rudy, Town Manager,  
(duly authorized by vote of the Gray  
Town Council on \_\_\_\_\_, 2021)

BIRCH POINT PROPERTIES, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Allen Hamilton, its Member

A.H. GROVER, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Benjamin Grover, its  
Vice-President

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared the above-named Nathaniel Rudy, in his capacity as Town Manager for the Town of Gray, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Gray.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Allen Hamilton, in his capacity as Member of Birch Point Properties LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2021

Personally appeared before me the above-named Benjamin Grover, in his capacity as Vice-President of A.H. Grover, Inc., and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public/Attorney at Law

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

From: Deb Cabana  
Sent: Wednesday, February 17, 2021 4:03 PM  
To: Sandy Carder; Sharon Young; Dan Maguire; Bruce Foshay; Anne Gass; Nathaniel Rudy  
Cc: Suzanna Gallant  
Subject:FW: Purchase and Sale Agreement (revd 2-17-21)  
Attachments: Purchase and Sale Agreement (revd 2-17-21).docx

Attached is the purchase and sale agreement for the March 2nd meeting. There is a slight correction. Please see Natalie's comments below.

Thanks  
Deb

From: Natalie L. Burns <nburns@JBGH.com>  
Sent: Wednesday, February 17, 2021 3:03 PM  
To: Deb Cabana <dcabana@graymaine.org>  
Cc: Kathy Tombarelli <ktombarelli@graymaine.org>; Doug Webster <dwebster@graymaine.org>  
Subject: Purchase and Sale Agreement (revd 2-17-21)

Deb,

When Bruce asked his question about the default provisions, I noted that there was a typo in Section 10.1.b. It previously read:

No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall not operate...

That should have read "shall operate" instead of "shall not" because the sentence started with "No" rather than "Any." I think everyone understood the intent, but there was one too many negatives.

A corrected copy is attached. Let me know if you have any questions.

Thanks,  
Natalie

Natalie L. Burns, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street  
P.O. Box 4510  
Portland, Maine 04112-4510  
207-775-7271 or 800-756-1166  
Fax: 207-775-7935  
nburns@jbgh.com  
www.jbgh.com

Confidentiality Notice: This message is intended only for the person to whom addressed in the text above and may contain privileged or confidential information. If you are not that person, any use of this message is prohibited. We request that you notify us by reply to this message, and then delete all copies of this message, attachments and/or files, including any contained in your reply. This electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it, may be considered public records, and may therefore be subject to public record requests for review and copying under Maine's Right to Know Law (Title 1, 401-521 of the Maine Revised Statutes). This electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it, may be considered public records, and may therefore be subject to public record requests for review and copying under Maine's Right to Know Law (Title 1, 401-521 of the Maine Revised Statutes).

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is made and entered into by and between **ALLEN HAMILTON AND PENNY HAMILTON**, whose address is 170 Shaker Road, Gray, Maine 04039 (the "Seller") and **THE TOWN OF GRAY**, a municipal corporation with an address of 24 Main Street, Gray, Maine 04039 ("Buyer") (Seller and Buyer may be referred to herein singularly as a "Party" or collectively as the "Parties"), effective as of the Effective Date (as defined below).

### ARTICLE I DEFINED TERMS AND EXHIBITS

- 1.1 This Agreement uses the following terms as defined below:
- a. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Agreement.
  - b. "Closing Date" means the day of the Closing as defined in Section 9.1.
  - c. "Effective Date" means the date the last Party has fully executed copy of this Agreement.
  - d. "Inspection Period" means the period commencing with the Effective Date and ending ninety (90) days after the Effective Date.
  - e. "Permitted Encumbrances" means those exceptions or conditions as are approved or deemed to be approved by Buyer under Article 4.1.
  - f. "Property" means, collectively, all of Seller's right, title and interest in three (3) certain tracts or parcels of land, with any buildings located thereon, described as follows: 1) that certain tract or parcel of land, with any buildings located thereon, located at Lewiston Road in Gray, Maine as described in that certain Warranty Deed from Charles Valliere to Penny Hamilton dated October 7, 2020 and recorded in the Cumberland County registry of Deeds in Book 37282, Page 264, and identified by the Town of Gray Tax Assessor as Tax Map 035, Lot 403-28, and 2) that certain tract or parcel of land, with any buildings located thereon, located at 5 Lewiston Road in Gray, Maine as described in that certain Warranty Deed from Advance realty II, LLC to Allen Hamilton dated November 17, 2017 and recorded in the Cumberland County registry of Deeds in Book 34469, Page 231, and identified by the Town of Gray Tax Assessor as Tax Map 035, Lot 403-29, and 3) that certain tract or parcel of land, with any buildings located thereon, located at 33 Main Street in Gray, Maine as described in that certain Warranty Deed from Charles Valliere to Allen Hamilton and Penny Hamilton dated October 7, 2020 and recorded in the Cumberland County registry of Deeds in Book 37282, Page 273, and identified by the Town of Gray Tax Assessor as Tax

Map 035, Lot 403-27.

- g. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Article 3.1.
- h. "Title Commitment" means the Commitment for Title Insurance issued by the Title Company covering the Property Article 4.1.
- i. "Title Company" means the title insurance company selected by the Buyer to issue the Title Commitment and the Title Policy.
- j. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Article 4.1.

**ARTICLE II  
AGREEMENT OF PURCHASE AND SALE**

2.1 The Property; Description of Property. Upon the terms and conditions of this Agreement and in consideration of the respective covenants, warranties and representations contained herein, Seller agrees to sell and convey to Buyer the Property, all appurtenances relating thereto, including all water, wastewater, storm water, drainage or other similar utility capacity rights allocable to the Property, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller.

**ARTICLE III  
PURCHASE PRICE**

3.1 The Purchase Price. The total amount to be paid by Buyer to Seller for the Property and all appurtenances thereto shall be Five Hundred Thousand Dollars (\$500,000.00) and shall be referred to as the "Purchase Price."

3.2 Payment of Purchase Price. The Purchase Price shall be payable to Seller as follows:

a. within forty-eight (48) hours from the Effective Date, Purchaser shall pay to Purchaser's counsel, Jeffrey B. Herbert, Esq., Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine 04101 ("Escrow Agent") the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) as a deposit (the "Deposit") by confirmed wire transfer. The Deposit shall be credited against the Purchase Price at the Closing if a Closing occurs under this Agreement;

b. on the Closing Date, Buyer shall pay to Seller the sum of Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00), subject to adjustment pursuant to the provisions of this Agreement, in immediately available funds, by confirmed wire transfer to an account at a bank specified by Seller.

## ARTICLE IV TITLE AND SURVEY

4.1 Title Commitment. Buyer, at Buyer's cost, shall have the right to obtain the following: (i) an ALTA Form B Owner's Title Insurance Commitment covering the Property issued by a reputable title insurance company pursuant to which the title company agrees to issue to Buyer, at Closing, an owner's policy of title insurance in the amount of the purchase price, consistent with the Commitment; and (ii) a current boundary or ALTA/ACSM Land Title survey of the Property, showing all improvements, easements and matters referenced on the Title Insurance Commitment, certified to Buyer, its counsel, and the Title Company (the "Survey"). If Buyer shall have any objection(s) with respect to the status of title to the Property as reflected in the Commitment and/or the Survey which render title unmarketable or which would interfere with Buyer's intended use of the Property, in Buyer's sole discretion, Buyer may notify Seller of such objections on or before the expiration of the Inspection Period (as hereinafter defined) (the "Buyer's Title Objection Notice"). Any matters shown in the Commitment and Survey to which Buyer does not timely object, except as otherwise provided herein, shall be deemed "Permitted Encumbrances". In the event the Commitment or the Survey reflects any defect or title condition to which Buyer timely objects, then Seller shall be required to use its commercially reasonable efforts to cause all such defects and title conditions to be cured no later than the date which is sixty (60) days following receipt of Buyer's Title Objection Notice ("Seller's Title Cure Period"), it being understood that Seller shall not be obligated to institute litigation in connection with same. Notwithstanding anything to the contrary contained in this Agreement, Buyer need not object to and Seller shall, on or before the Closing Date, remove or satisfy (1) judgments against Seller, and (2) other monetary liens (including any mortgages, deeds of trust, mechanic's, materialmen's or vendor's liens with respect to the Property and any real estate tax liens (including improvement district and special taxing district liens) other than liens for ad valorem taxes and assessments not yet due and payable (collectively, "Monetary Liens"), none of which shall be deemed Permitted Encumbrances.

4.2 Seller's Failure to Perfect Title or Make Property Conform. In the event that Seller, exercising commercially reasonable efforts, does not eliminate all such defects and title conditions as of the expiration of Seller's Title Cure Period, Buyer shall have the option of either: (i) accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement by delivery of written notice thereof to Seller. If Buyer elects to terminate this Agreement pursuant to this Article 4.2, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit, without interest, to Buyer, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Buyer acknowledges and agrees that if Buyer elects to terminate this Agreement pursuant to this Article 4.2, Seller shall not be liable to Buyer for any costs, expenses or damages (consequential or otherwise) incurred by Buyer in connection with this Agreement.

4.3 Buyer's Election to Accept Title. If, during the pendency of this Agreement, the Property or any portion thereof shall be taken by any right of eminent domain, or if, during the pendency of this Agreement, the Property shall suffer a casualty which has an adverse effect on

the Buyer's intended use of the Property, then, in either such event, Buyer may terminate this Agreement upon 10 days' prior written notice to Seller. If Buyer elects to terminate this Agreement pursuant to this Article 4.3, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit, without interest, to Buyer, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. The Buyer shall also have the election, at Closing to accept such title as the Seller can deliver to the said Property in their then condition and to pay therefore the Purchase Price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Property shall have been damaged by casualty insured against, then the Seller shall, unless the Seller has previously restored the Property to their former condition, either:

- a. pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- b. if a holder of a mortgage on said Property shall not permit the insurance proceeds or a part thereof to be used to restore the said Property to their former condition or to be so paid over or assigned, give to the Buyer a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

Upon conveyance of the Property to Buyer, Seller shall also pay over or assign to Buyer any award or claim arising out of any eminent domain taking.

#### **ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER**

5.1 To the best of Seller's knowledge, Seller represents, warrants, covenants and agrees with Buyer that as of the Effective Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Agreement and to carry out its obligations hereunder, and that all required action by the Seller to enter into this Agreement and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller has received no notice and has no current actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof by any other entity with eminent domain authority.

c. There is no litigation or threatened litigation affecting Seller or the Property that would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-

of-way, easements and other matters affecting title, except for the Permitted Encumbrances and such liens and security interests that will be released at or before Closing.

d. This Agreement and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

5.2 Buyer covenants and agrees with Seller that: (i) except as otherwise expressly set forth herein, Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects and with **NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Buyer has previously undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others); (v) Seller makes no warranty with respect to the presence on or beneath the land (or any parcel in proximity thereto) of hazardous materials or substances which are categorized as hazardous or toxic under any local, state or federal law, statute, ordinance, rule or regulation pertaining to environmental or substance regulation, contamination, cleanup or disclosure; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property except as otherwise set forth herein

Buyer acknowledges that Buyer has inspected the Property, that Buyer is fully familiar with the Property, and but for the "AS IS" nature of the sale, Seller would not have sold the Property to Buyer at the price and on the terms set forth herein:

#### **ARTICLE VI EXPRESS COVENANTS OF SELLER**

6.1 Between the date hereof and the Closing, Seller expressly covenants and agrees that

a. Seller shall not commit waste of the Property.

b. Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.

c. Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in Article 5 above.

d. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property on or prior to Closing.

e. From the Effective Date until Closing, Seller shall: (i) maintain the Property in the same manner as Seller has heretofore done and (ii) not, without the prior written consent of Buyer, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Buyer or the Property after Closing, or that would be outside the normal scope of maintaining the Property and (iii) promptly furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, orders or requirements of any state, city or municipal departments or other governmental authorities having jurisdiction over the Property.

## **ARTICLE VII CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

7.1 Buyer shall not be obligated to perform under this Agreement unless:

a. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Article 9.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.

b. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article V hereof are true and correct as of the Effective Date, and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed all its covenants as set forth in Article VI hereof.

c. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation by any other entity with eminent domain authority.

d. Buyer's Investigation. Within the Inspection Period Buyer shall conduct a phase I environmental site assessment ("Phase I") on the Property, at its sole costs and expense, and determine that the results of the Phase I are satisfactory to Buyer, in its sole discretion. From and after the Effective Date and until the Closing, Buyer and its agents, servants, employees and representatives shall have the right, from time to time, at Buyer's sole expense and risk and in such manner as Buyer may reasonably determine, to enter upon the Property to perform said Phase I. The provisions of this Article 7.1(d) may only be waived, wholly or in part, by the

Buyer, in a specific written waiver executed and delivered by the Buyer to Seller. If, prior to 5:00 p.m. on the day of the expiration of the Inspection Period, Buyer determines in its sole and absolute discretion, that the Phase I is unacceptable to Buyer for any reason or no reason, Buyer shall have the unconditional right to give notice to Seller electing to terminate this Agreement, and, in that event, this Agreement shall terminate. If Buyer exercises its right to terminate the Agreement pursuant to this Article 7.1(d), then the Escrow Agent shall pay the Deposit to the Seller, and the Seller shall have the right to retain the Deposit as a termination fee, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Buyer fails to give such notice of termination on or before said deadline, then Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Article 7.1(d), the Deposit shall be applicable to the Purchase Price but non-refundable to Purchaser, except as otherwise specifically set forth in this Agreement.

e. Town Meeting Approval. The Buyer's obligations under this Agreement are contingent upon a Town Meeting vote approving this Agreement on June 8, 2021. If the Town Meeting fails to approve this Agreement on June 8, 2021, this Agreement shall terminate and neither party shall have any further obligations or liabilities under this Agreement; provided, however, if the Town Meeting fails to approve this Agreement on June 8, 2021 and this Agreement is terminated, the Deposit shall be non-refundable and Seller shall be entitled to retain the full Deposit without reduction.

#### **ARTICLE VIII CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

8.1 Seller shall not be obligated to perform under this Agreement unless:

a. Purchase Price. Buyer shall have delivered the Purchase Price to Seller at Closing pursuant to the provisions of Article 3.2.

b. Closing Documents. Buyer shall have provided to Seller at Closing, each of the documents required pursuant to Article 9.2(b) hereof, in form and content mutually satisfactory to Buyer and Seller.

#### **ARTICLE IX CLOSING**

9.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Escrow Agent, or at such other place as Seller and Buyer may mutually agree. Unless extended by mutual agreement, the Closing Date shall be July 8, 2021 at the offices of Jensen Baird Gardner & Henry, Ten Free Street, P.O. Box 4510, Portland, Maine 04112-4510, or at such other location and at such other date and time as shall be mutually acceptable to Seller and Buyer.

9.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller's cost and expense, the following items:

- i. a Warranty Deed with Covenant in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions.
- ii. an affidavit executed by Seller satisfactory to evidence that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations) or under 36 M.R.S.A. § 5250-A.
- iii. a written notice, pursuant to 38 M.R.S.A. § 563(6), which notice shall certify to the best of Seller's knowledge that either (i) that there is no underground oil storage facility located on the Property, or (ii) if there is such a facility on the Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Board of Environmental Protection.
- iv. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

b. Buyer. At the Closing, Buyer shall deliver to the Seller each of the following items:

- i. the Purchase Price as provided in Section 3.2;
- ii. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

9.3 Adjustments at Closing. All normal and customarily proratable items, including real estate taxes, water, sewer, utilities, and fuel, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of

the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Article 9.3 shall survive the Closing.

9.4 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing. Notwithstanding any provision of this Agreement to the contrary, Buyer agrees to accept the premises subject to a certain Commercial Lease between Allen Hamilton as Landlord and William Boyle and Cleantap Energy, LLC, as Tenants, dated September 30, 2020 (the "Commercial Lease"). The Landlord's interest in the Commercial Lease shall be assigned to the Buyer at the Closing, and said assignment shall include Seller's certification that the Commercial Lease is in full force and effect and that there are no defaults thereunder. Rent paid pursuant to the Commercial Lease as of the Closing Date, including prepaid rent, if any, shall be prorated at the Closing.

9.5 Costs of Closing. Seller agrees to pay:

- a. Seller's attorneys' fees;
- b. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof; and
- c. One-half (1/2) of the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A.

Buyer agrees to pay:

- a. The cost of any tests or inspections performed on the Property;
- b. The cost of any Survey on the Property if elected under Article 4.1;
- c. The premium for issuance of the Title Policy required under Article 4.1;
- d. Fee for recording the deed; and
- e. Buyer's attorneys' fees.

All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing of the type of transaction contemplated by this Agreement.

## ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Agreement or any warranty or representation shall become untrue when made or deemed to be made.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer, at Buyer's option and as its sole and exclusive remedies: (i) shall be entitled to terminate this Agreement whereupon the parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue the remedy of specific performance of this Agreement as its sole and exclusive legal remedy. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

10.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Agreement.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and retain the Deposit as its liquidated damages.

**ARTICLE XI  
MISCELLANEOUS**

11.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Agreement.

11.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

11.3 Captions. The captions, headings and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

11.5 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy or electronic mail. Buyer's and Seller's respective addresses for purposes of this Agreement, and to which all notices required hereunder shall be sent, are as follows:

(a) If to Buyer:

Town of Gray  
Attention: Nathaniel Rudy, Town Manager  
Henry Pennell Municipal Complex  
24 Main Street  
Gray, Maine 04039  
E-Mail: [nrudy@graymaine.org](mailto:nrudy@graymaine.org)  
Phone: (207) 657-3339  
Facsimile No: (207) 657-2852

With a copy to:

Alyssa C. Tibbetts, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street, P.O. Box 4510  
Portland, ME 04112-4510  
E-Mail: [atibbetts@jbgh.com](mailto:atibbetts@jbgh.com)  
Phone: (207) 775-7271  
Facsimile No: (207) 775-7935

(b) If to Seller:

Allen and Penny Hamilton  
170 Shaker Road  
Gray, Maine 04039  
E-Mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

With a copy to:

Charles C. Hedrick, Esq.  
Norman, Hanson & DeTroy, LLC  
P.O. Box 7230  
Lewiston, ME 04243-7230

E-Mail: chedrick@nhdlaw.com  
Phone: (207) 553-4763

Any notice so addressed and sent by United States mail or overnight courier shall be deemed to be given on the earliest of (1) when actually delivered, (2) on the first business day after deposit with an overnight air courier service, or (3) on the third business day after deposit in the United States mail, postage prepaid, in each case to the foregoing address of the intended addressee. Any notice so delivered in person shall be deemed to be given when received for by, or actually received by Seller or Buyer, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the transmitting party between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time on a business day or on the next business day if not confirmed during such business hours. If given by electronic mail, a notice shall be deemed given and received when the electronic mail is transmitted to the recipient's electronic mail address specified above. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given or received by counsel to the Buyer shall be deemed given or received by Buyer and notices given or received by counsel to the Seller shall be deemed given by or received by Seller.

11.6 Escrow Agent. Escrow Agent shall be responsible for holding and disbursing the Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. Escrow Agent shall hold the Deposit in escrow, in a non-interest bearing account. If there is a dispute regarding the disposition of the Deposit, then Escrow Agent shall not distribute the Deposit until directed by joint written instructions from Seller and Buyer or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both parties hereto and thereafter be free from any further obligation to the parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct or breach of this Agreement by Escrow Agent, Escrow Agent shall be excused from all responsibility, including insolvency of any depository, absolutely. The parties acknowledge that Escrow Agent is currently and has previously served as counsel to Buyer with the subject matter of this Agreement and shall continue to serve as counsel to Buyer in the future. The parties acknowledge and consent to the

duties assumed by Escrow Agent hereunder notwithstanding the Escrow Agent's representation of Buyer and expressly agree that the assumption of Escrow Agent's duties hereunder shall not disqualify or otherwise preclude it from representation of Buyer (including in any dispute or litigation arising hereunder) and that this paragraph shall result in a true escrow. In the event that the Escrow Agent is made a party to any lawsuit in connection with acting as escrow agent, said office shall be entitled to recover its reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party. The provisions of this Section shall survive the Closing or the earlier termination of this Agreement and may not be amended without the prior written consent of Escrow Agent.

11.7 Governing Law and Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Maine, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Agreement, unless otherwise specified herein. Venue for any legal proceeding relating to this Agreement shall be Maine Superior Court, Cumberland County.

11.8 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.9 Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Agreement; and the remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Agreement by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

11.10 Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

11.11 Parties Bound. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

11.12 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the Warranty Deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

11.13 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

11.14 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. If the final day of any period of any date of performance under this Agreement falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

11.15 Real Estate Brokerage. Buyer and Seller each warrant and represent to the other that it has not dealt or negotiated with any broker in connection with this transaction. Each Party hereby agrees to indemnify and hold the other party hereto harmless from and against any and all claims, demands, causes of action, loss, costs and expenses (including reasonable attorneys' fees and disbursements, as incurred) or other liability arising from or pertaining to any brokerage commissions, fees, or other compensation, which may be due any brokers or persons claiming to have dealt with such party in connection with this transaction.

11.16 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty contained herein shall survive the execution and delivery of the deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above set forth.

*[Remainder of page left intentionally blank; signatures on next page]*

SELLER:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Allen Hamilton

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Penny Hamilton

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

BUYER: TOWN OF GRAY

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

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

# Legislative proposal: Carbon Fee and Dividend

## Findings:

1. Causation: Whereas the weight of scientific evidence indicates that greenhouse gas emissions from human activities including the burning of fossil fuels and other sources are causing rising global temperatures,
2. Mitigation (Return to 350 ppm or below): Whereas the weight of scientific evidence also indicates that a return from the current concentration of more than 400 parts per million (“ppm”) of carbon dioxide (“CO<sub>2</sub>”) in the atmosphere to 350 ppm CO<sub>2</sub> or less is necessary to slow or stop the rise in global temperatures,
3. Endangerment: Whereas further increases in global temperatures pose imminent and substantial dangers to human health, the natural environment, the economy, national security, and an unacceptable risk of catastrophic impacts to human civilization,
4. Co-Benefits: Whereas the measures proposed in this legislation will benefit the economy, human health, the environment, and national security, even without consideration of global temperatures, as a result of correcting market distortions, reductions in non-greenhouse-gas pollutants, reducing the outflow of dollars to oil-producing countries and improvements in the energy security of the United States,
5. Benefits of Carbon Fees: Whereas phased-in carbon fees on greenhouse gas emissions (1) are the most efficient, transparent, and enforceable mechanism to drive an effective and fair transition to a domestic-energy economy, (2) will stimulate investment in alternative-energy technologies, and (3) give all businesses powerful incentives to increase their energy-efficiency and reduce their carbon footprints in order to remain competitive,
6. Equal Monthly Per-Person Dividends: Whereas equal monthly dividends (or “rebates”) from carbon fees paid to every American household can help ensure that families and individuals can afford the energy they need during the transition to a greenhouse gas-free economy and the dividends will stimulate the economy,

## Therefore the following legislation is hereby enacted:

1. Collection of Carbon Fees/Carbon Fee Trust Fund: Upon enactment, impose a carbon fee on all fossil fuels and other greenhouse gases at the point where they first enter the economy. The fee shall be collected by the Treasury Department. The fee on that date shall be \$15 per ton of CO<sub>2</sub> equivalent emissions and result in equal charges for each ton of CO<sub>2</sub> equivalent emissions potential in each type of fuel or greenhouse gas. The Department of Energy shall propose and promulgate regulations setting forth CO<sub>2</sub> equivalent fees for other greenhouse gases including at a minimum methane, nitrous oxide, sulfur hexafluoride, hydrofluorocarbons (HFCs), perfluorocarbons, and nitrogen trifluoride. The Treasury shall also collect the fees imposed upon the other greenhouse gases. All fees are to be placed in the Carbon Fees Trust Fund and rebated to American households as outlined in #3 below.
2. Emissions Reduction Targets: To align US emissions with the physical constraints identified by the Intergovernmental Panel on Climate Change (IPCC) to avoid irreversible climate change, the yearly increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO<sub>2</sub>

equivalent each year. Annually, the Department of Energy shall determine whether an increase larger than \$10 per ton per year is needed to achieve program goals. Yearly price increases of at least \$10 per year shall continue until total U.S. CO<sub>2</sub>-equivalent emissions have been reduced to 10% of U.S. CO<sub>2</sub>-equivalent emissions in 1990.

3. Equal Per-Person Monthly Dividend Payments: Equal monthly per-person dividend payments shall be made to all American households (½ payment per child under 18 years old, with a limit of 2 children per family) each month. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month.
4. Border Adjustments: In order to ensure there is no domestic or international incentive to relocate production of goods or services to regimes more permissive of greenhouse gas emissions, and thus encourage lower global emissions, Carbon-Fee-Equivalent Tariffs shall be charged for goods entering the U.S. from countries without comparable Carbon Fees/Carbon Pricing. Carbon-Fee-Equivalent Rebates shall be used to reduce the price of exports to such countries. The State Department will determine rebate amounts and exemptions if any.

## **Warrant Article to: Take Action on Carbon Emissions Pollution, the Principal Cause of Climate Change**

We, the Citizens of (YOUR TOWN) hereby call upon our Federal elected representatives to enact fossil fuel pricing legislation to speed the transition to clean energy sources and to protect Maine from the increasing costs and environmental risks (including floods, droughts, unprecedented wind storms, etc) associated with climate change. To protect household budgets, we support a Carbon Fee & Dividend approach. It charges producers for pollution associated with burning fossil fuels (coal, oil and natural gas). It also rebates net revenues collected to all citizens or legal residents on an equitable basis. Such a “Carbon Cash-Back” program will decrease fossil-fuel dependence throughout the economy, benefit the household budgets of energy consumers, and keep local energy dollars in Maine’s economy. Carbon Cash-Back has been championed by US economists (Jan 17, 2019 Wall Street Journal) as the most effective and fair way to deliver rapid reductions in harmful emissions at the scale required for our economic and environmental safety. Cashback carbon pricing will be:

- Effective in reducing air pollution, and thus improving health;
- Freedom loving, by putting money directly in people’s pockets, retaining their freedom to choose;
- Creating millions of new jobs throughout the cleaner economy;
- Revenue neutral, with Government keeping none of the net revenue from carbon pricing.

We expect our Congressional Representatives and Senators to lead in this critical moment for the health and well-being of our citizens and for the protection of Maine’s natural resources upon which we all rely.

The record of the vote approving this article shall be transmitted by written notice to (YOUR TOWN)’s State Legislators, to the Governor of Maine, to (YOUR TOWN)’s Congressional Delegation, and to the President of the United States, informing them of the instructions from their constituents, by (YOUR TOWN)’s Select Board, within 30 days of this vote.

2019 Volunteers Award Recipients:

Volunteer of the Year – Karen Taylor

Committee of the Year – Community Economic Development Committee

Organization of the Year – Gray New Gloucester Little League

Lifetime Achievement Award – Charlena Walker

Evelyn Morrill Durgin Award – Jennifer Dupuis

Spirit of America Award – Ray Clark

## Past Year Volunteer Award Winners

### Committee of the Year

- 2018 Gray Bike-Ped Committee
- 2017 Blueberry Festival Committee
- 2016 Planning Board
- 2015 Dry Mills Schoolhouse Museum Committee
- 2014 Library Expansion Committee
- 2013 Recreation & Conservation Committee
- 2012 Gray Fire Rescue Association
- 2011 Patriot Parents
- 2010 Town Office Building Committee
- 2008 Community Economic Development Committee
- 2007 Zoning Board of Appeals (ZBA)
- 2006 Village Master Plan Advisory Committee
- 2005 Solid Waste Committee
- 2004 Public Safety Committee
- 2003 Comprehensive Plan Committee
- 2002 Gray Cable Committee
- 2001 Historical Society Monument Committee

### Volunteer of the Year

- 2018 Lorri Hall
- 2017 Lacy Antonson
- 2016 Donna Rand
- 2015 Don Whitney
- 2014 Shad Hall
- 2013 Richard Skilling
- 2012 Tim Anketell
- 2011 Judy Huff
- 2010 Don Hutchings
- 2008 Ralph Wink
- 2007 Jeanne Adams
- 2006 Allen & Judith Burnham
- 2005 Louise Knapp
- 2004 Richard C. "Dick" Wood
- 2003 Beverly Prince
- 2002 Mary Blackfeather
- 2001 Joe Jones
- 2000 Audrey Burns

#### Organization of the Year

- 2018 GNG High School ExCel Class
- 2017 Gray Food Pantry
- 2016 Friends of Libby Hill
- 2015 Gray Historical Society
- 2014 Little Sebago Lake Association
- 2013 Patriot Soccer Club
- 2012 Libby Family Foundation
- 2011 Caring Community
- 2010 Gray Public Library Association
- 2008 Gray Community Television
- 2007 Bruns Bros
- 2006 Gray-New Gloucester Business Association
- 2004 Not Your Everyday Garden Club
- 2003 Maine Wildlife Park and "The Friends"
- 2002 Gray New Gloucester Athletic Boosters
- 2001 American Legion and American Legion Auxiliary
- 2000 Gray Business Association

#### Lifetime Achievement Award

- 2018 Audrey Burns
- 2017 Brad Fogg
- 2016 Richard Barter
- 2015 David Knudsen
- 2014 Donnie Carroll
- 2013 Tina Martell
- 2012 Matty Carroll
- 2011 Barbara Pollard
- 2010 Ralph Wink
- 2008 Howard & Barbara Hughes
- 2007 Clifton Foster
- 2006 Jon E. Barton
- 2005 Richard Wood
- 2004 Retha "Grammie" Dunn
- 2003 Margaret Sawyer
- 2002 Annie "Mae" Beck

**Evelyn Morrill Durgin Award**

- 2018 Joyce Burrow
- 2017 Roger Derry
- 2016 Galen Morrison
- 2015 Carl Holmquist
- 2014 Jason Wilson
- 2013 Nathan Tsukroff
- 2012 Robert Ryan
- 2011 Sue Trudel
- 2010 Miriam Bisbee
- 2008 Robbie Orlando
- 2007 Richard Prince
- 2006 Evelyn Morrill Durgin

**Spirit of America Award**

- 2018 Lacey Antonson

Pivot

---

\*O/F/C (All)

OPEN

Count of Description	Column Labels			
Row Labels	H	L	M	Grand Total
Administrative	3	3	3	9
Budget / Audit		1		1
Committee			1	1
Comp. Plan Implementation	1			1
Economic Development		1		1
Infrastructure / Village TIF Goals	2			2
Open Space / Conservation Plan	1			1
Ordinance		1	16	17
Policy			1	1
Recreation			1	1
Residential		1		1
TIF Goal / Budget	1			1
Traffic	2		2	4
<b>Grand Total</b>	<b>10</b>	<b>7</b>	<b>24</b>	<b>41</b>

\*O/F/C (All)

CLOSED

Count of Description	Column Labels				
Row Labels	-	H	L	M	Grand Total
Administrative		3	3	5	11
Budget		1		2	3
Comp. Plan Update		1			1
Comp. Plan Update - breakout of tasks for Item 11		3			3
Comp. Plan Update/ Conservation Plan		1			1
Joint Leaders		1		2	3
Ordinance	1	6	1	10	18
TIF Goal / Budget		2			2
Traffic - MDOT - break out tasks from item 24A				1	1
Traffic - MTA				1	1
Traffic - MTA - break out tasks for Item 24B				1	1
<b>Grand Total</b>	<b>1</b>	<b>18</b>	<b>4</b>	<b>22</b>	<b>45</b>

Open

*Status: O = Open C = Closed F= Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline											Last Update: 03/09/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
27	Open Space / Conservation Plan	O	H	1	04/01/21	During the Libby Hill Trails clean-up after the October storm, the Community Endowment communicated concerns regarding the longevity of the <b>current ad hoc agreements</b> used to create <b>Libby Hill Trails</b> . Council agreed a full review and updates are needed to protect this asset as part of <b>Open Space Plan</b> .	Sandy Carder	Deb Cabana	Dan Maguire	03/20/18	02/16/21	TC discussed at 3/20 meeting based on feedback received from Community Endowment. Deb advised the agreements just 'came together' and are in need of review/update. Deed research - who has access to which pieces of land, how large of an geographic area is involved, how deep does the research need to go, consultation from a conservation expert - will all be needed and cost money. Council agreed to log with a target of year end, for Staff to review & determine what is needed with an estimated cost, for consideration in next year's budget. Carl Holmquist is willing to provide some names of conservation experts who can assist the Town. (12/20) Issue came up in Open Space Staff meeting - Deb working on pulling together cost estimate for budget meetings. (2/5) TC agreed to move up & tie to H2.1 Open Space. (3/21) est provided at budget meeting. Council agreed to add to budget. (6/11) Residents approved budget. (10/15) Community Endowment has requested an info sharing meeting with Town Staff, 1 Councilor and an MSAD representative to start process of long term maintenance agreement. Council appointed Dan to attend. (11/12) 1st meeting went very well - 3 parties agreed preserving is paramount. (12/3) Council agreed to add annual maintenance to budget spreadsheet. (12/17) 2nd meet focused on budget - MSAD 15 conducting full audit of usage to determine impact - some easement discussion. (1/21) Deb followed up with MSAD15. No update. (2/4) Carl present to School board this week, Craig has some initial data on usage (3/10) Meet held to continue discussion - working through maintenance/budget needs. Council agreed to add the Homestead Acres issues submitted by residents on this private road - to ensure we keep them in the loop as the agreement moves forward. (6/16) Deb will check with Dr. King on next meeting after the election.(8/4) Dan adv MSAD15 lawyer provided framework agreement for review. (10/6) Dan shared a worksheet created to gather input from stakeholders. Council provided gen feedback on form. (10/20) Council prov feedback on worksheet (10/22) Meeting held to compile worksheet info. (1/19) Dan provided summary of MSAD analysis of agreement & advised Attorney is working on drafting an agreement. (2/16) Dan prov an update. Deb adv sub group has met to discuss maint/budg agree <b>Next Step: Awaiting draft agreement from Aga</b>
24C	Traffic	O	H	2	03/01/21	<b>Route 26/North Raymond Road Intersection project</b> has reached "project design" status. Need to ensure Town's input & resident concerns are included in plan as it moves forward. <b>Deb advised this is a different MDOT group than the 24A item.</b> <u>MDOT TASK = awaiting "plan impact complete" from consultant to proceed with title research / acquisition phase</u>	MDOT	Deb Cabana	Deb Cabana	04/03/18	02/02/21	DOT forum was 9-16 delayed 2. Issue - Mill Brk culvert & miss sidewalks raised DOT sec more \$\$ for culvert. Forum held 5-31 Council rev notes from Forum. Council id 4 top prior. Deb to req drop dead date for proj & target to prov info req. DOT prov initial feedback & ans final ques 8/7/18 meet. Council conf their support of current plan w/ change to expand Mill Brk culvert for future sidewalks at an add'l cost of \$5,000. Doug asked DOT to put conduit under new inters to facilitate crosswalks - DOT adv easier now to add later when needed. Council reprior to monitor proj with follow-up Circle K issue & MDOT timeline. Doug adv transf easement from DOT to Town has been sugg as 1st step in Circle K resolution. 10/2 - Dan req a timeline/checklist for DOT proj to better understand overall approach to projs. (11/27) Deb has req timeline & DOT resp. (1/22) Deb read resp from DOT-data lag, costs & proj safety all come into play in approach decision-adv roundabout has not worked as well as expec. Dan advised he was talk about another one, but the process is the same. (2/5) Deb adv no progress has been made with Circle K access. (3/5) Sandy adv a resident had pointed out the green garage has some historical value, referred to the GHS. (3/21) Doug adv of a possible need to increase the size of the pipe at intersection in anticipation of a stormwater fix on N. Raymond Rd. Council wants verification that proposed correction is feasible and est on costs for increase size. (5/7) Council voted to use TIF funds for upgrade. (6/18) MDOT provi update & Council prov guidance. (9/3) Doug/Deb prov update on Circle K prop (10/1) Dan adv Circle K had rec'd apprvl for their plan new curbcut with ques remain. (11/12) MDOT to accept lowest bid even with 20% overage. (12/3) Kathy agreed to fol up with Circle K- done 12/5. (12/17) Council dis note from resident regard detour routes on Mayberry. (1/7) Sandy ask Deb to reach out to MDOT to set next present on construction phase. (3/10) Staff has inv Cir K & will follow-up (4/28) MDOT prov upd- Circle K issue still in works (6/16) Proj underway, Circle K reach out to Town (9/1) weekly updates prov & new end date 10/16. Circle K has purchase agree for abut property. Vacant buildings need to be addressed. (9/15) Dan advised PB ext curb cut date to 11/15 prov base paving is done by end of Oct (10/20) Issue with sh rd circle k entrance disc (11/17) Most const is done incl circle K (12/1) Council agreed to Thank You letter creation (12/15) Council approved thank you letter. Deb also pointed out there is not much room for pedestrians on one side of Shaker - room for future sidewalks was part of the plan, but the Council will need to budget for those sidewalks. (1/19) Control box in, MDOT working to install. <b>Next Steps: Awaiting sign control box installation (2/13), signage and final touches.</b>

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline										Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
88	Infrastructure / Village TIF Goals	O	H	3	10/01/21	Infrastructure - Shaker Rd Stormwater/Sidewalk - Project	Town Council	Deb Cabana	Will Haskell /Alec Dodd	02/22/18	02/16/21	Steve/Will pres results of video work. Report was rev with MDOT Dale Doughty, Kyle Hall, Deb & the Council (5/15) Steve <a href="#">adv</a> full width paving was plan for some of RT 26. Dale confirm catch basin upg will be done for <a href="#">some</a> . Sched a walkthr/meet w MDOT/Staff to rev of RT 26 Vill to (1) id what is incl in the upcom overlay (2) dev a plan for the rest of the proj. Sub Items: (a) G-P to prov key to their-fair, poor, good categ (b) Town to prov plans for swalks/sign. Based on MTA fdack reg bridge swalk/bike lane fdbck-look at mak sure plans (if not fund/prior immed) at least incl an ext of ped/bike lane down Skr to Skr Bridge. It is the route to the MS/HS from the Village. Results to be rev for budg imp by Council/Staff to create agree plan. Steve pres PW prior at 9/10 TIF Wkp includ this item. Council await more infor on Main St proj for next steps. (11/28) Council disc possibly add sidewalk from Russell to Shaker Rd into eng of this proj and/or work with MSAD15 for poss trail thru their prop to sidewalk. May qualfor MDOT sidewalk fund. Eng for proj in budget CIP-Council to disc 2/11. (2/19) Council agreed this is the top pri for fund. (6/11) Residents app budget-engin underway. (9/17) Will prov an update on engin, issues & Council prov feedback. (10/15) Will/Stevie met with DOT will update council at 10/28 workshop. (10/28) Upd prov-Council agreed to submit MPI appl. (11/12) Council disc Gray Park sidewalk alt & agreed due to cost, it is not feasible. MPI should incl sidewalk on Gray Park Enercon side. Resol for park spaces imper. (2/4) Council held exe session-no act taken. (3/10) MPI appr by MDOT. (4/21) Council has agreed to use \$100k from TIF + \$652K from Bond - ques to be put to residents. Public forum to be held on actual project once feasible (covid-19). (4/28) rev warrant art (6/2) Council appr warrant art - go before voters 7/14/20. (7/21) Voters approved fund, Council to set up public forums. (9/1) Council set 9/29 for Public Forum - virtual meeting. Pre-planning meeting will need to be set up. (10/6) Sandy prov update from Public Forum. Alec/Will working on next steps. (11/17) Alec/Will will provide update 12/1 (12/1) Update prov - timeline appr - outstanding items ident - advertise by 12/11. (1/5) Out to bid. (2/16) Bid app <b>Next Steps: Await Spring construction season</b>
84	Comp. Plan Implementation	O	H	4	<a href="#">Detail Tab</a>	Identify steps/ create plan to <b>implement</b> newly approved <b>Comprehensive plan. SEE SEPARATE TAB - FOR DETAILS</b>	Council	Council	Council	12/01/20	02/16/21	(12/1) Council agreed to close old item and create new implementation plan. Detailed tasks will be logged on detail tab pending schedule workshop to review them and come up with timeline/prioritization. Council agreed with Dan's suggestion to ask each Committee to review CP to ID what would inform their work, how they can support implem, what roadblocks exist, what resources will be needed, etc. with a one page summary due by 2/8 for Council reviewed at 2/16 meeting. <a href="#">See Detail tab for updates.</a> <b>Next Steps: Nate to meet with Dept heads to review - set up new workshop in late March/early April.</b>
34	TIF Goal / Budget	O	H	5	<a href="#">Detail Tab</a>	Work on <b>planning</b> associated with new <b>Village TIF. SEE SEPARATE TAB FOR DETAILS</b>	Council	Deb Cabana	Doug Webster	08/07/18	02/16/21	Councilors agreed to close 'TIF creation' task as it is now in approved. This new item will capture the planning and additional work associated with administrating the new TIF. Project was discussed during 9/10 workshop & Mr. Lavallee advised video work was still outstanding, but felt he would be able to present at 2nd Oct meeting. 9/18 Deb advised that there was still one piece left to complete. Review of MDOT/Town video work & analysis to be presented at Dec 4th meeting (as presentation was delayed from 11/13 meeting). (11/28) Council reviewed updated info on projects with Steve, as well as his priorities. Mixed Use options were discussed at length. (12/4) Will Haskell & MDOT provided updated info on Main Str Project. (2/5) & (2/19) See new detail tab H3. MDOT has advised change in Main Str project timeline. (7/2) Workshop held (8/6) 7/1 Workshop minutes approved. (10/15) Council agreed time to set up another brainstorming session - likely on Route 115 road - agreed to wait until 10/28 workshop to schedule so Bruce would be included. (10/28) Public forum set 12/5. (11/12) Dan will facilitate - Council agreed to set up/format. <a href="#">See detail tab for updates.</a> <b>Next Step: Doug to work up proposal on Zoning once time allows. Council discussion funding options.</b>

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline										Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
66	Administrative	O	H	6	06/01/21	Determine if "No Thru Trucks" restriction should be placed on a section of <b>Mayall Rd</b>	Dan Maguire	Council	Dan Maguire	11/12/19	02/16/21	Back in June, Kathy Taylor (Mayall Rd resident) had reached out to all Councilors regarding the state of her road and the heavy truck traffic. Dan spoke to her directly and agreed to manage the request. This road was set to be paved, but dropped from PW sched due to paving costs being substantially higher than anticipated. It will be at top of the list next cycle. Deb did some initial feedback - as this section of road is being considered for "state aid" designation (Depot Rd is a state aid road). This impacts cost sharing/responsibility with MDOT vs. Local. MDOT was conducting vehicle counts for the road (or Deb/Steve had req). Dan also advised Ms. Taylor that talking to her neighbors on the road to determine the level of support for posting "no thru trucks" would be helpful. (11/7) Dan rec'd an official petition signed by 24 Mayall Rd residents. (11/12) Council agreed to add to tracking spreadsheet - it was set to be discussed at 12/3 Council meeting already. (12/3) Sandy provided more info on options incl. weight limits. Deb advised of possible "State Aid" classification. (12/17) Deb provided proposal from G&P - \$1,000 to determine if Mayall/Weymouth would even qualify - Council expressed concerns on impacts to road maintenance and residents. (1/21) After rev expenses & discuss control concerns, Council agreed NOT to pursue state aid status on either road. Can revisit at later date. Discussed possibly just putting up signs, but felt more info was needed & did not want to set up false sense of enforcement. (2/4) Dan notified resident & adv it would take time before a workshop could be sched. Council agreed to send feedback on LD1498 in support of MMA testimony against bill to eliminate weight limits on rural roads. (2/18) Council app letter (4/28) Dan adv Resident checked in again, but understood delay. (6/16) Dan req Council consider posting signs again (7/21) Council discussed & agreed need to pull in Depot Rd residents. (9/1) Council set 10/6 for workshop prior to TC meeting. (10/6) Public forum held with info sharing (10/20) Council disc options (12/1) Dan has done some research to share with Sandy. MDOT has approved the 4 way stop. (12/15) Dan & Sandy held discussion. Dan updated Council. (1/5) Dan adv MDOT has sample ord see #77. (2/2) Dan has draft ord/letter. <b>Next Step: Construction set for Spring. Planned for 3/16 workshop.</b>
75	Administrative	O	H	7	10/01/21	Address <b>ATV access</b> issue on <b>Long Hill Road</b>	Deb Cabana	Anne Gass	Council	05/05/20	01/19/21	(5/5): Council designated Long Hill Road as a 1 year temporary ATV access road in Sept, 2018. Residents submitted complaints about the usage starting in Aug, 2019. Council rec'd additional feedback from residents at various meetings including the suggestion to reclaim an old ATV connection trail as a replacement to the LH use. The ATV club presented the Council with their plan of action to mitigate the issues brought forward by the residents on 3/10/2020. Council discussed at the 4/28 meeting and agreed to log at 5/5 meeting. General consensus is a temporary access will be granted again while Councilor Gass works with the ATV Club to develop a plan to reclaim the old ATV trail and funding options. (5/19) Council agreed to temporary access with mitigating measures, develop of long term trail solution and monitoring of complaints. Anne agreed to take the lead to work with the Club to apply for a grant. (6/16) Anne adv that the grant program is the same that was used to build the tennis courts at the HS. Those courts were not maintained & eventually removed for add'l parking. The Town has been working to provide a comprable recreation facility to replace the tennis courts - but each has fallen through. The alternative is to pay back the original grant. The grant program is off limits to the Town until this is resolved. (8/4) Kathy T discussed status with State, Anne adv there is an outside chance some work in NG may help. She also adv there is another grant but not until Spring. Jon provided update from ATV - no new complaints. Council extended access through the end of the season.(11/17) Council disc with Doug Beck (1/5) Anne has found alt grants - Apr/May deadline. (1/19) Anne adv she hopes to have a draft by the 2nd meeting in April. <b>Next Steps: Anne setting up meeting with John Powers from ATV Club.</b>

*Status: O = Open C = Closed F= Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline											Last Update: 03/09/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
56	Administrative	O	H	8	04/01/21	Develop official <b>Job Description, Evaluation form/process &amp; Search Plan for the Town Manager position</b>	Council	Sandy Carder	Sandy Carder	04/16/19	03/02/21	Council agreed to outline of needed tasks to address the end of the Town Manager's current contract which expires in 2021. (6/18) Deb has been collecting some examples and working with Suzanna to create a list of current responsibilities. (7/2) Council discussed & agreed to each identify top 5 Responsibilities and top (5) Characteristics. (8/6) meeting ran long so Council agreed to send info to Sandy to consolidate for next meeting. (9/3) Sandy did not rec submissions from all councilors in time for discussion - would like by 9/6 to send to Deb for 9/9 deadline. (9/17) Sharon chose not to participate as she felt the header hunter the Council hires should inform the Council of the Resp & Char. The remaining Councilors reviewed the submissions and agreed to summarize. (10/1) Council had no issues with compiled version - although Anne had some small edits. (10/15) Sandy advised Freeport has some salary survey info they are willing to share (via GPCOG meeting). (10/28) Sandy provided info from Freeport to Council. (12/3) Council agreed this needs to move up in priority and need to work on all three items. (2/18) Council discussed budget for search consultant. (6/16) Council set up workshop (7/21) Council did first review of tasks. Sandy to compile. LD1 failure prevents search from starting. (8/4) Council rev outstanding ques, identified addt'l changes, identified need for Charter changes, req quotes on search (9/15) Budget passed. Council rev 3 proposals - agreed that was plenty & id a couple addt'l ques (10/6) Council voted to hire Eaton Peabody. (11/17) Ad appr & posted. Applications being rec'd (12/1) public forum & dept. head interviews completed. App deadline is 12/3, Don to send binders to Sandy. (12/15) Council holding 1st round of interviews. (1/5) Council has selected 2 candidates to adv to 2nd round. (1/19) Council has hired Nate Rudy. (2/2) Council appr contract 1/26 (2/16) Council agreed to use GPCOG form as base & high level process. <a href="#">(3/2) Council rev mapping - Sandy will update.</a> <b>Next Step: Council to send Sandy top goals for Nate by 3/23. Sandy will compile for discussion at the 4/6 meeting.</b>
4	Traffic	O	H	9	<a href="#">Details</a>	Work to develop long term changes needed to address traffic, drainage, road conditions, pedestrian & cyclist safety and speed along <b>Route 115 entering Gray from the hill thru connection to Brown Street.</b>	Deb Cabana	Council	<a href="#">Council</a>	01/02/18	03/09/21	During the June Council meeting, Town Staff advised they would be pursuing a MPI grant for reconstruction of this stretch of road in collaboration with the MDOT. It was advised it would likely be a 2 year process with updates provided to the Council. Deb Cabana noted that this would be a 50/50 split for costs (not 25/75 Town/MDOT as previously stated) and includes replacement of the water main. Therefore, it may be included in the upcoming TIF creation, thus it should remain active (rather than 2 year target). Reference material: Pavement Conditions Study - Dec 2017. Project discussed in 9/10 & 11/28 TIF workshops, as well as in TC meetings. (12/4) TC would like to see a review of intersections done prior to committing to a 115 solution or as part of the engineering of that project - to ensure project does not hamstring options. (5/7) Deb advised several communications received regarding pedestrian fatality on Rt 115 requesting sidewalks. (9/3) Sandy adv of outstanding question - need for possible budget consideration (9/17) Deb verified with Will that MPI does not require engineering completion - however - Ann verified the Town's piece of the budget must be approved & set aside to apply. Dan also advised a 50+ sub division (apartment buildings) is before the PB for this road & stormwater/sidewalks are being discussed. (10/15) Deb adv Stevie/Will met with DOT & have more info. (10/28) Council set up public forum 12/5. (11/12) Dan will facilitate & council discussed format. (12/5) Public Forum held. (12/17) Council agreed 1st forum very successful, data compiled, next step is to work out starting point on proj. (1/21) Council held workshp with Water Distr about Route 100 TIF and this proj was select by both grps as the best proj. (2/4) Deb adv Alyssa said it is possible to amend rt 100 TIF for this proj but needs to talk details with us. (3/10) Council & WD agreed to amend TIF to incl this proj (4/28) Council rev warrant art (6/2) Council held public hearing & voted to approval TIF amend (7/21) Voters approved revision. (10/6) State submission done. (12/1) TIF amend appr. (1/19) Council agreed with Water Dist/Will on first tasks to start process. <a href="#">(3/2) Will prov est. See Detail Tab for updates</a> <b>Next Step: Council to review for TIF budget.</b>

*Status: O = Open C = Closed F= Future										Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline			
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments	
89	Infrastructure / Village TIF Goals	O	H	10	10/01/21	Analyze future needs for Village <b>Main Street</b> to coordinate with MDOT project	Town Council	Town Council	Town Council	02/19/19	02/16/21	MDOT has agree to cov the upgrade of stormwater & catch basins Main Street & down 202 towards the Cemetery. They adv the plan will likely come up in the next 5-7 years. Town needs to id any other chges- increas water line size, increas stormwater line size, add conduit for underground utilities, add piping for natural gas so funding can be budg & all items add at the same time (rip the road up once). (4/2) Doug prov 8-12 year window for work on Main as guide for Council meaning analysis & plan should be done well beforehand. (4/16) MDOT adv the timeline for this proj is being moved up. Council agr to move up in priority at 5/7 meet & set a stand alone TIF workshop. Workshop held 7/2. (8/6) Min from 7/2 workshop appr. Council to set up another TIF workshop. (7/21) Council had workshop with MDOT & learned portion of road may be worked on in separate project for which engineering is underway. Await more info from MDOT. (9/1) Village walkabout was done with Patrick Adams MDOT, Water District, and others to identify issues/solutions. Rob Betz is coordinating with Ernie Harris on current project from Town line to Cumby's. Council followed up to determine scope of 2nd project from MTA interchange to Brown Street? Can orphan piece be added to that project? (2/16) Council agr to move to open list. <b>Next Steps: Follow up with Rob on timing. Set workshop to break out items &amp; set timeline.</b>	
24A	Traffic	O	M	1.1	<a href="#">Detail Tab</a>	Based on TC meeting with State Representatives and Senator, identify action items to pursue both short term & long term. We will keep NG informed of our meetings/progress so they may attend, if they chose. <b>MDOT Portion.</b> <b>SEE SEPARATE TAB - FOR DETAILS</b>	Council	Council	Sandy Carder	02/22/18	01/05/21	Councilor Carder created meeting notes from Workshop (1/29), Councilor Foshay pulled action items to create list. Logging working list item to capture review/prioritization effort by Council. New individual items will be logged as needed. Council discussed at 3/6 meeting & agreed to set up separate meetings with MTA/MDOT - with a target date of end of April/beginning of May - MDOT - prior to a TC meeting 5:30pm start time. That will allow 90 minutes to discuss. <b>TC agreed signage - (1) old Rt26 vs by-pass (2) in Village around island (no sign again) (3) Depot Rd RR Xing would be priority 1.</b> Kyle also advised he will look into signage (1) & (2). Deb requested target date & CC State Reps/Senator. Deb spoke to MDOT advising of RT 26 bridge closure - suggesting it may be a good time to consider renaming Route 26. Deb advised a MDOT/Staff meeting was held (1) traffic movement permit at 97 shaker (2) closing shaker rd bridge MTA work (3) village island (4) rt 26 routing were discussed. (12/4) MDOT provided some info at Council meeting. (3/5) Sandy pulled down new workplan & sent to Councilors. (6/16) Rob Betz, Patrick Adams & Steve Cole from the MDOT attended a workshop with the Council to review various projects in process, in planning & on the future list. Patrick offered to come to Gray to do a walkthrough of all the various streets to obtain more information on the issues. (7/21) Walkthru set up 8/5. <b>Next Step: See Detail tab for more info. Awaiting response from Rob Betz.</b>	
24B	Traffic	O	M	1.2	<a href="#">Detail Tab</a>	Based on TC meeting with State Representatives and Senator, identify action items to pursue both short term & long term. We will keep NG informed of our meetings/progress so they may attend, if they chose. <b>MTA Portion.</b> <b>SEE SEPARATE TAB - FOR DETAILS</b>	Town Council	Town Council	Sandy Carder	02/22/18	02/16/21	Councilor Carder created meeting notes from Workshop (1/29), Councilor Foshay pulled action items to create list. Logging working list item to capture review/prioritization effort by Council. New individual items will be logged as needed. Council discussed at 3/6 meeting & agreed to set up separate meetings with MTA/MDOT - with a target date of end of April/beginning of May - <b>MTA</b> - set up workshop in May - Peter Mills, Bruce Van Note - to open discussions based on Bruce's list. Added Dan's items - revenue sharing, gifting property & dual access curb cuts. Meeting held Mary 24th. See separate tab for details. Deb requested update and MTA has sent back initial feedback. Council discussed feedback & addt'l info from Deb. Discussed <b>possibly sending official letters to individual trucking companies</b> regarding avoiding Village rt26, concerns from MTA about trucks not seeing 'closure' signs and diversion study next steps. Councilor Maguire suggested inviting a MTA planner to future meetings. (12/4) MTA provided info on diversion study <b>Next Step: Council to provide addt'l feedback to Deb, MTA to reach out to other partners. See detail tab for more info.</b>	

*Status: O = Open C = Closed F= Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline											Last Update: 03/09/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
46	Ordinance	O	M	2	06/01/21	Develop <b>Growth Management</b> strategy - as part of Comprehensive Planning & to allow needed time for Open Space Planning	Sandy Carder	Deb Cabana	Doug Webster	02/05/19	02/16/21	(1/22) Dan adv PD does not feel any addl action is need at this time. Growth Cap was disc & Staff will look into with OAC and bring forw when ready. A growth cap has been disc in var meet for the last yr. Not hav a robust growth plan and/or cap was 1 primary reason the original Comp Plan was not appr. (1/30) During the Open Space forum, Alan & Lucky both strongly encour a growth cap be disc/imple as soon as possible to provide Gray with more time to dev an Open Space plan. In add, issues with current residential Sub-division ord, duplex allow, and limited safeguards against a large scale dev need to be addr. Kathy adv Staff have crunch annual data & Doug adv dev one would be rather straightforward & would be padded to avoid impact wanted eco & resid dev. (2/19) Council agreed this is a top priority now. (3/5) Doug rev steps (1) Verify current comp plan (2) check with legal ord (3) imple verifying data supports number selected & Council prov direction. (6/4) Doug prov some data and Arundul ord (eff in 1977). Council agreed to proceed cautiously. (9/3) Doug adv best 1st step would to discuss possible 'cap' number and process to apply caps. (10/1) Council WS held - guidance prov to Doug. (1/21) Council would like to have some info to discuss by the 2/18 meet given the push on larger devel & Comp Plan process. (2/4) OAC looked at & were not in support - worried about admin of the process impact staff (2/18) Council disc changing approach to be more comp to focus on Growth MANAGEMENT vs just a cap. Need to coordinate with the comp plan timeline as an appr plan is required to enforce growth permit systems. (3/10) OAC began work on this item.(5/5) OAC wants to coord with Comp Plan so work will not start now, however, due to the need for Council work as well, draft options still to be deliv by end of summer to stay in line with CP. (8/4) Council disc at 8/4 WS to confirm a full WS for this along with the duplex/OAC ord list can be disc (9/1) Council disc OAC doc cover duplexes, multi unit housing, growth & comp plan info - agreed addt'l WS to create workplan to complete all the work needed. (2/16) Sandy adv Windham has robust grw permit prog that was 1st step after their comp plan. <b>Next Step: Council needs to schedule follow-up workshop &amp; work on this with duplex changes.</b>
61	Ordinance	O	M	3.1	06/01/21	Review gas station standard within <b>Sign Ordinance</b>	Doug Webster	Deb Cabana	Doug Webster	07/02/19	03/02/21	(7/2) Issue came up after the Cumberland Farms CZA negotiations and was swept into sign ordinance discussion for Maine Wildlife Park. Looking to update gas station sign standards to better address new technologies and ensure continuity within zones with aesthetics in mind. OAC has a meeting scheduled for 7/10. (3/10) OAC working on as addt'l issue continue to come up. (6/16) Doug advised the amendments to the Sign Ordinance should be ready for Council discussion at the 7/21 meeting. (8/4) Doug adv OAC should be finalizing in next meeting. (9/1) Council reviewed some of sign ordinance changes - need workshop to finish.(10/6) Dan provided updates (10/20) Council prov feedback on good chunk of ordinance. (1/5) Council finalized feedback. <b>(3/2) Based on other priorities and outstanding measurement question - this will not come back to at least the 2nd April meeting. Next Step: Doug to update language, resolve illumination standard.</b>
62	Ordinance	O	M	3.2	06/01/21	Review 'multi-tenant' standard within <b>Sign Ordinance</b> for Plaza (Village Zones)	Doug Webster	Deb Cabana	Doug Webster	07/02/19	03/02/21	(7/2) Issue came up with changes at the Plaza and was swept into sign ordinance discussion for Maine Wildlife Park. Looking to update multi tenant sign standards for Village Zones to help prepare for possible relocation fo NGRR. OAC has a meeting scheduled for 7/10. (3/10) OAC working on as addt'l issue continue to come up.(4/21) OAC asked Council for some guidance regarding possible light options and design standards. Council were open to considering changes. (6/16) Doug advised the amendments to the Sign Ordinance should be ready for Council discussion at the 7/21 meeting. (8/4) Doug adv OAC should be finalizing in next meeting. (9/1) Council reviewed some of sign ordinance changes - need workshop to finish. (10/6) Dan provided updates (10/20) Council prov feedback on good chunk of ordinance. (1/5) Council finalized feedback. <b>(3/2) Based on other priorities and outstanding measurement question - this will not come back to at least the 2nd April meeting. Next Step: Doug to update language, resolve illumination standard.</b>

*Status: O = Open C = Closed F= Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline											Last Update: 03/09/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
77	Ordinance	O	M	4	06/01/21	Create a <b>Traffic Ordinance</b> to comply with MDOT standard for local signage	Sandy Carder	Council	Dan Maguire	05/05/20	02/16/21	(5/5) In reviewing the MDOT policy for posting local roads with weight limits or 'no thru truck' signs, one requirement is to have a Traffic Ordinance on the books. Council agreed to log and prioritize once more information is collected under item #66. (12/15) Dan has volunteered to draft an ordinance to help move short Mayall Rd situation forward. (1/5) Dan adv MDOT has model ordinance. (2/16) Dan has provided draft ordinance to Council <b>Next Step: Set for the 3/16 Workshop.</b>
74	Administrative	O	M	5	05/01/21	Update <b>Gray Historical Society lease</b> with Town	Sandy Carder	Sandy Carder	Galen Morrison	02/18/20	02/02/21	(2/18) Sandy explained the Gray Historical Society would like to update the lease they hold with the Town. They are looking for the Town to assume utility expenses directly to allow them to do more robust fundraising/grant applications to focus on their historical work and to address more maintenance on the building itself. Right now, they are reimbursed up to \$6,000 annually - but have to pay monthly bills. (1/5) Sandy advise Galen is working on with Debi. (1/19) Galen has provided proposed new lease. (2/2) Council reviewed proposal but questioned why the building is not in the Town's CIP for the larger ticket items (like the roof, heating system, alarm, etc.). Majority of Council was open to extend length of contract & picking up utilities. Questions were raised about reimbursement amount. <b>Next Step: Deb/Nate to facilitate a meeting between Galen and Mo to develop a proposal to be brought back to the Council. Council also identified that the contract itself needs to be revamped by Legal once a new framework is approved.</b>
83	Committee	O	M	6	07/01/21	Discuss <b>additional requirements</b> for quasi-judicial Boards - <b>Planning and ZBA</b>	Council	Council	Sandy Carder	09/15/20	03/02/21	(9/15) Council discussed the need to ensure long term viability of quasi-judicial boards and ensure opportunities for new applicants - via new requirements which may or may not include term limits, application wait periods, chair rotation, mandatory MMA training, pre-training options for those thinking about joining, mentoring, rotation of alternates etc. There was also discussion related to possible changes in Council Rules once quasi-judicial rules are set. (1/19) Sandy advised that she has been talking to GPCOG about a facilitated training session to address the issues and update the expectations/roles. She has discussed with Kathy/Dan who agreed it was a good approach. Council also agreed. Kathy advised that there is money avail for PB training. (3/2/21) <a href="#">Sandy adv results of her meeting - workshop will be set for 1st week in May.</a> <b>Next Step: Tony working up a framework/cost document. Sandy will updated Nate &amp; discuss Staff/Legal attendees &amp; contact PB Chair.</b>
49	Ordinance	O	M	7	06/01/21	Review current <b>ordinances and zoning</b> to determine if changes are needed for <b>Duplexes</b>	Dan Maguire	Dan Maguire	Doug Webster	02/19/19	09/01/20	Dan asked the Council to consider making changes to Duplexes to address sprawl growth and other unintended impacts to density bonus of allowing a duplex in lieu of a single unit of housing. Doug advised this issue has been researched in the past. Dan needs to talk to Kathy and then work through reviewing current ordinances. Then, bring to the OAC for possible proposal to the Council. (12/17) Deb advised of resident e-mail regarding the number of duplexes being built in Gray - Planning Board has also recently discussed. Council agreed this issue needs to be moved up in the priority list. (6/2) Council reviewed questions from OAC & provided direction. Generally speaking, there was support to make it more restrictive in certain zones and encourage them in others by making it less restrictive. It was agreed this is one tool in the growth mgmt plan. (8/4) Doug provided memo detailing OAC ques/disc points along with the growth plan disc and Comp Plan review. Council agreed a full workshop is needed to review. (9/1) Council disc OAC document cover duplexes, multi unit housing, growth & comp plan info - agreed add'l workshop to create workplan to complete all the work needed. <b>Next Step: OAC to consider initial feedback - need another workshop.</b>

*Status: O = Open C = Closed F = Future					Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline							
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
69	Recreation	O	M	8	10/01/21	Create a <b>Pocket Park</b> including Historical Marker at <b>5 Yarmouth Rd</b> property	CEDC	Deb Cabana	Kathy Tombarelli	12/17/19	03/02/21	(12/17) CEDC representative Rachel Rumson presented plans for a new Pocket Park on the 5 Yarmouth Rd municipal property which would include a Historic Marker as part of a Historical Trail - which was presented by Galen Morrison. Council provided some initial feedback. Kathy Tombarelli advised there was a possible grant that may assist with phase 1 of the project - earthwork. (1/7) Kathy provided a draft grant application at meeting and Council provided feedback. Council agreed to add to tracking list as project is ongoing and will involve Town Staff and funding. (1/21) Council approved CDGB application. (3/10) Kathy advised the grant was recommended for funding & is moving onto the next phase. (4/21) Kathy will follow up on status of process. (7/21) Planning board reviewed & were very supportive. Abutter meeting held with great feedback. Council approved Rachel Rumson as agent for Planning board work. Due to LD1 failure, grant funding now on hold. (9/1) Council discussed changes to Committee policy to address consultant work. (9/15) Council approved consultant changes to Committee rules (11/17) Council appr land exchange on site to clarify property line. (1/5) RFP has been posted. (1/19) Council approved 1 proposal rec'd. (2/2) Bruce adv a public forum was held to obtain Community input. (3/2/21) Bruce adv CEDC is working on name and bird house project and planning for Spring work. Alec adv he did some earth work in the Fall and is set to do add'l work in the Spring. The project did receive preliminary approval contingent on one sign off. <b>Next Step:</b> Kathy working with consultant to get through PB.
37	Ordinance	O	M	9	07/01/21	<b>Discrepancies</b> between the existing <b>Shoreland Ordinances</b> and current State of Maine requirements/statues have been identified and require updates.	Doug Webster	Deb Cabana	Nate Rudy	09/04/18	03/02/21	Town Staff has identified several areas (1) DEP Bi-annual report is no longer required (2) functional needed structures are not compliant with current ordinances (3) existing set backs have some challenges. Ordinances need to be updated and brought before the Council. (4/21) Sandy advised several residents are asking the council to consider adopting the 2016 State Shoreland zoning statute (vs the existing 2005 and 1989 standards. Sandy advised Council will see on the 5/5 meeting for consideration. (4/28) Council discussed in some detail working this item in conjunction with the review of options related to the fact that Gray is currently working with the 1989 Shoreland Zoning - while 2005 & 2016 amendments have been created at the State level. Code is required to review all three, in some instances, to determine which one is most strict & apply accordingly. There are pros/cons related to all three - incl the 2005 is better for new builds, whereas teh 2016 is better for remodels/expansions. Doug also pointed out this work is the most time consuming for code enforcement & there may be a need to limit the number of applications in a given period of time to ensure resource availability. Much more work is needed. OAC to provide reprioritizing recommendations at the 5/5 meeting. (10/6) Scott D prov add'l info on differences and DEP recommendation to adopt 2015 standards. Doug adv will require some ordinance updates to implement and recommends DEP review. Council agreed to move up on priority list. (2/16) Deb adv she has sign a contract to have Mike Morse draft updates. (3/2/21) Doug adv that Mike is about 1/2 way through - met with Staff/Code to identify ques/areas of concern. <b>Next Step:</b> Deb projects late April/Early timeframe for draft.

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline										Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
18A	Ordinance	O	M	10	07/01/21	Update Current Zoning/Uses to allow <b>Solar Arrays</b> on <b>Municipal property</b> and <b>land between by-pass and turnpike</b> . See 18B under Medium for companion item.	Dan Maguire	Deb Cabana	Doug Webster	01/22/18	03/02/21	Several serious issues exist - traffic (MDOT major movement permit required at 100 peak hour vehicles & they have advised they will not grant) and environmental (increase costs substantially). Doug advised current tenants = 20-30 peak hour trips. After many discussion of possible options - recreational fields, self storage - no 'goof fits' were identified (6/4) May be part of future community solar project discussion? (10/15) Town has rec'd req from commercial solar array company to use the property. (11/12) ISM Solar (Greg Lucini) presented his proposed 5MW solar array project to Council with tech support from Chris Byers & Dale Knapp. CMP permit submitted, purchase agreements in place with both MDOT & private property owners, DEP, IW&F and Gray Water Dept already brought into discussion. Issue is commercial array not permitted under current zoning/ordinances. Council recognized long term, we need a solar ordinance, but do not want to delay this project. Strong unanimous support for project from Council. Mr. Lucini is willing to work with Town on any issues - including setting up an escrow account to guard against issues with decommissioning. (12/3) Kathy presented options of an overlay & Council discussed in comparison to CZA. (1/7) Kathy presented changes related to a new overlay for council feedback. (1/21) Council provided feedback on overlay proposal from Kathy/Doug. (2/4) Pln Bd has reviewed & was in support. OAC rev & had issue with set backs but was in support. Deb adv they were changed to 25 feet. Assessor will be attending day long training to obtain instructions on how to do valuations on commercial solar arrays. Deb also adv we rec'd notification of another commercial array on rt 100. (2/18) 1st Reading held. (3/24) 2nd read & public hearing held and voted as passed. (4/28) Kathy adv app rec'd and it looked almost fully completed. (5/19) Pre app apr 5/14 (8/4) Council agreed since overlay is done - now medium priority as it works through PB/State. Item 18B policies & ordinances for solar arrays may need to move up as right now - they are not permitted anywhere outside overlay. (11/17) Kathy adv nego underway on easement - complicated. (3/2) Kathy adv the dev shared info with PB & is researching costs to put utilities underground. They did obtain their permit. <b>Next Step: Final application to PB</b>
55	Administrative	O	M	11	Ongoing	Review current legal agreement between MDOT, Water District and Town regarding the <b>Route 26A winter maintenance and wellhead monitoring</b>	Deb Cabana	Deb Cabana	Council	04/16/19	02/17/21	The MDOT has advised they intent to "NOT" renew the legal contract binding them to provide winter maintenance and wellhead monitoring on the Route 26A and wish to turn those responsibilities to the Town. Deb also advised that the last round of MDOT testing found elevated salt level in the testing wells. The current agreement clearly states the MDOT is responsible for addressing those elevated levels; however, they are disputing the cause. (9/3) Executive session held (12/17) addt'l Executive session held - Council took no action. (2/17) Council discussed in Ex. Session <b>Next Steps: No Council action scheduled.</b>
70	Ordinance	O	M	12	TBD	Review current <b>residential Subdivision Ordinance</b> for necessary changes in <b>Open Space</b>	Doug Webster	Deb Cabana	Doug Webster	02/04/20	02/04/20	(2/5) Doug advised there were some critical issues that needed review within the current residential Subdivision ordinance.(3/5) OAC provided priority order of outstanding items & this was included. Also, identified "Fire Protection" adjustments and Open Space standards as items to be worked on. (7/2) OAC set for 7/10 & this is on agenda. (2/4) Originally logged as Item 40 - Council agreed to split out the OPEN SPACE portion fo the subdivision ordinance as a higher priority. Currently, developers are able to ID & use 'unusable' property as open space to meet the standard to obtain the density bonuses. Ordinance needs to be updated to require the space meet OS standards to count towards density. <b>Next Step: OAC/Staff will provide suggested changes to Council.</b>
52	Ordinance	O	M	13	TBD	Develop local level <b>Sidewalk Construction standards</b>	Dan Maguire	Dan Maguire	Doug Webster	03/05/19	09/01/20	Dan brought up the possible need for local level construction standards for sidewalks after various discussions about status of existing or proposed sidewalks in budget & council meetings. (9/1) Anne provided Council with a "Green Streets Guide" shared by Lauren Meeks (Resident - MDOT engineer) who suggested it be considered when creating our sidewalk standards and during our infrastructure project planning. Dan suggested Lauren attend an OAC meeting in the future. <b>Next Step: Dan to bring to OAC for discussion - once OAC resources become available.</b>

*Status: O = Open C = Closed F = Future					Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline					Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
76	Ordinance	O	M	14	TBD	Amend <b>Subdivision Ordinance</b> to strengthen <b>Buffer Zone requirements</b> & provide more autonomy to PB relating to <b>internal roads</b>	Dan Maguire	Deb Cabana	Dan Maguire	05/05/20	05/05/20	(5/5) Based on feedback from the Planning Board regarding the current Buffer Zone requirement being reduced from the 50 foot mandate due to the location of houses and other issues, they are asking the Council to strengthen the language in the ordinance. In addition, they would like more autonomy related to mandating internal roads vs shared driveways to reduce curbcuts and assist with the buffer zone issue. Council agreed to log. <b>Next Step: Dan to bring to the OAC for discussion.</b>
82	Policy	O	M	15	07/01/21	Need to <b>review &amp; update</b> Town's <b>Fiscal Policy</b> in area of <b>CIP funding</b>	Dan Maguire	Council	Sharon Young	09/15/20	03/02/21	(4/9/20) Dan proposed we review & update the Town's fiscal policy to change CIP funding to include a bonding option for larger more long tail items (like the ladder truck) rather than attempt to include in annual payments to CIP - as long term - we will never be able to fund appropriately, nor does it make sense to pay cash for such large items. Council agreed. Needs to be brought to a Council meeting & logged on active list - after budget season. (12/15) Council discussed Budget planning at workshop. (1/12/21) Council discussed an agreed that adding additional language to the CIP bonding section was appropriate - to ensure Residents have a better understanding that bonding will need to be used for certain items (bridges, ladder truck, etc.) while still maintaining the goal to use bonds sparingly to ensure financial responsibility. It was also agreed looking at other Town's policies would be beneficial. (3/2/21) <u>Sandy adv during the Chairs in a Circle training on budgets, she surveyed the participants and every Town represented uses ladder bonding as a fiscal tool. Basically when one bond comes due, they take out another. This stabilizes the MIL rate from up/down fluctuations and is used for only things that outlast the bond (bridges, fire trucks, land acquisition, etc.). They all felt was a critical tool - the question is to determine what level of 'debt' is right for each Town - based on finances/needs.</u> <b>Next Step: Finance Committee to review and make recommendations on changes.</b>
78	Ordinance	O	M	16	TBD	Create <b>Stormwater Standards for Watersheds</b>	Doug Webster	Deb Cabana	Doug Webster	06/02/20	06/02/20	(6/2) Council agreed to log new item to create Stormwater standards for watersheds which will consist of (1) obtaining assistance from Cumberland County Soil & Water Conservation District (2) consideration of watershed overlay to zoning map (3) setting up addtl peer reviews for PB applications (4) creating ongoing stormwater maintenance inspections/verifications (5) creating procedure to document agreements to bind future owners to maintaining stormwater plans. <b>Next Step: OAC to provide target date and work on as resources become available.</b>
22	Ordinance	O	M	17	TBD	Review current <b>ordinance governing stormwater drainage measurements</b> to determine if updates are needed. Update ordinance to include <b>licensing fee or other fee structure</b> IF business wants access to <b>stormwater system.</b>	Council	Deb Cabana	Doug Webster	02/09/18	03/12/20	During the CZA process with Cumberland Farms, much discussion was centered around "peak flow" vs. "volume" of stormwater drainage & about possibly updating the existing ordinance to cover both measurements. TC discussed and need Staff direction on item, as well as priority/timeline. Doug Webster made presentation (3/6) of feedback from Town Engineer. Recommendation is update ordinance to specify licensing or fee structure to account for any future requests to hook up to Town's stormwater system. (2/5) Council discussed need to move this up to ensure work is done before MDOT comes to redo Main Str and to ensure used in future development proposals. Doug also pointed out that results of Watershed study may impact regulations as stricter state statutes come into play. Study is awaiting Spring field work & will include detail to help. (3/5) OAC provided priority order of outstanding items & this was included. (5/21) OAC had prelim disussion at May meeting. (7/2) OAC started review - will continue at 7/10 meeting. (3/12) Staff recommend stormwater modeling be done to understand current infrastructure and recommendation for future - to anticipate addtl devel. That would inform the ordinance/fee work. <b>Next Step: OAC/Town Staff will provide suggested changes to Council.</b>

*Status: O = Open C = Closed F= Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline										Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
60	Ordinance	O	M	18	TBD	Review current <b>Kennel related ordinances</b> , identify needed changes & update accordingly.	Deb Cabana	Deb Cabana	Doug Webster	06/04/19	12/03/19	(5/21) Council was made aware of issue via OAC meeting update. New Dog Officer has advised of conflicts between current ordinances and general residential practices. Gray also has existing Kennel businesses. There is also a State Statute involved. Everyone agreed identifying fixes to coincide with new licenses would be best way to communicate any changes. (6/4) Council agreed to move down the priority list - using license timeline as guide. (9/3) Dan advised being moved up due to timing for Dog Officer and Dog licenses. (10/1) Dan advised this one is almost complete. (12/3) Sandy suggested the OAC meet without Doug and work on what they can. Council & Deb discussed and agreed to give this approach a try with Doug reviewing work as needed. <b>Next Step: This one may be a good item for the OAC to test out new approach.</b>
188	Ordinance	O	M	19	TBD	Update Town's Ordinance to reflect long term <b>Solar Array policies</b> for commercial & residential, all sizes. See 18A under High Priority for companion item.	Kathy Tombarelli	Deb Cabana	Doug Webster	12/03/19	03/02/21	(12/3) Council agreed to split this task into two parts - the high priority to address current large scale solar array projects and the medium priority to address long term solar policies for both commercial & residential and for all size arrays. (2/4) Deb adv Mr. Boyle has entered into an agreement with Copp on Route 100 to use some of his land to build a commercial solar array. (2/18) Mr. Boyle made presentation (3/10) Council discussed next steps but will need more information from Mr. Boyle before a decision can be made on how to proceed. (12/15) Another Commercial solar array project is being proposed by Dynamic Energy on Route 115. Presentation done to Council. (1/5) Council discussed & there is consensus to move forward pending more informatio. (1/19) Sandy adv based on needed info & time to mail resident letters - presentation pushed to 2/2. (2/2) Doug/Kathy presented feedback rec'd from residents and possible options as well as questions. Public comment was allowed with add'l feedback rec'd followed by Council discussion on options. Sandy ask that the PD resp to the e-mails rec'd by providing link to the meeting video. (2/16) Draft of overlay options disc. (3/2/21) <a href="#">Dan provided add'l info on new word to be added to overlay related to bond/decommission requirements. The State has not defined the rules. Dev will use Gray's standards, if there is a discrepancy, Council may need to update later.</a> <b>Next Step: Planning Dept to continue to track Mr. Boyle's project. Doug to draft Solar Overlay for this project and work with Dynamic to address concerns raised. Goal is to go to 1st reading in March.</b>
25	Ordinance	O	M	20	TBD	Review current <b>ordinance governing stormwater drainage measurements</b> to determine if updates are needed. Create <b>stormwater performance standards</b> for future development in Village and/or for businesses wishing to access Town's stormwater system.	Doug Webster	Deb Cabana	Doug Webster	03/06/18	02/04/20	During the CZA process with Cumberland Farms, much discussion was centered around "peak flow" vs. "volume" of stormwater drainage & about possibly updating the existing ordinance to cover both measurements. TC discussed and need Staff direction on item, as well as priority/timeline. Doug Webster made presentation (3/6) of feedback from Town Engineer. Recommendation is to memorialize Cumberland Farms discussions/approach to be used as a 'performance standard' in conjunction with ordinance for future development. (2/5) Council discussed need to mvove this up to ensure work is done before MDOT comes to redo Main Str and to ensure used in future development proposals. (10/1) Dan advised OAC felt this one was easy to complete - moved up in priority. (2/4) Dan confirmed the OAC is back to meeting & has agreed to meet every other week to try to catch up. He advised they looked at Solar Overlay & Growth Cap and Duplex but need more guidance on the last. Priorities except for open space were unchanged. <b>Next Step: OAC to work on next.</b>
44	Ordinance	O	M	21	TBD	Review current <b>residential Subdivision Ordinance</b> for necessary changes <b>all other areas (besides Open Space - see item 70)</b>	Doug Webster	Deb Cabana	Doug Webster	02/05/19	02/04/20	(2/5) Doug advised there were some critical issues that needed review within the current residential Subdivision ordinance.(3/5) OAC provided priority order of outstanding items & this was included. Also, identified "Fire Protection" adjustments and Open Space standards as items to be worked on. (7/2) OAC set for 7/10 & this is on agenda. (2/4) Council agreed to split out Open Space (see Item 70) to make a higher priority from other changes needed in ordinance. <b>Next Step: OAC/Staff will provide suggested changes to Council.</b>

*Status: O = Open C = Closed F = Future					Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline					Last Update: 03/09/21		
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
36	Administrative	O	M	22	TBD	Review the current process for "Planned Unit Development" commercial subdivision to determine if routing the review & approval of commercial uses on lots in a <b>PUD subdivision to the Staff Review Committee</b> in lieu of the Planning Board.	Kathy Tombarelli	Deb Cabana	Doug Webster	09/04/18	01/22/18	This item was brought up & discussed in the TC 8/7/18 meeting. Town Councilors agreed to consider the proposal, but could not determine whether support would be granted until some draft language was provided. Councilors expressed various concerns about the process which they would like addressed in that language. The Planning Board has also expressed some concerns with the change given PUDs are relatively new. (1/22) Dan advised Planning Bd is okay with change as Planning Bd Chair sits on Staff Review Committee. <b>Next Step: Town Staff to draft language.</b>
90	Budget / Audit	O	L	1	TBD	Review and update <b>Sick Time carryover and/or payout provision</b>	Dan Maguire	Council	Council	02/16/21	02/16/21	(2/16/21) This item has been discussed under the Budget tab startin in last year's cycle. Auditors have identified unfunded liability of close to \$400,000 for accumulated vacation, personal and sick time. Council requested add'l info on benefits in other Town's. Right now, there is no cap to sick time carryover and up to 50% of 90 days of time is paid out to employees when they separate from the Town. This seems out of line with other Towns. Council to consider a carryover cap and/or possible change in pay out provision. <b>Next Step: Prioritize work on this time.</b>
87	Administrative	O	L	2	05/01/21	Review current <b>Fee policy for MSAD15, Gray and NG</b> to determine if there is a better <b>reciprocal approach</b>	Sandy Carder	Sandy Carder	Sandy Carder	02/02/21	02/02/21	(2/2) Sandy advised that this issue had been brought up at the last Joint Leaders meeting. A follow up meeting was held on 1/25 with Craig/Diane/Sam of MSAD15. There is a need to track costs and fees by all three entities. MSAD15 also has financial responsibilities that impact both Gray & NG. The issue is front line workers are left dealing with trying to apply fees when working with coaches, residents, staff, etc. which creates conflict as the taxpayers pay all three budgets. There was agreement there may be a better way to deal with fees. <b>Next Step: Diane will set up a meeting with Katy and NG representative to start by reviewing current processes - it was noted due to budget season, this would likely not take place until April.</b>
67	Residential	O	L	3	06/01/21	To review the status <b>Deer Acres</b> property (private road)	Residents	Council	Council	12/03/19	10/06/20	(11/12) A group of residents gave a presentation to the Council regarding the current state of their private road - Deer Acres. The road is not actually a deeded private road, but private property with easements. The residents feel the road has been severely impacted by the status of Gore Rd, and the fact that it is used as a connector between Gore Rd and Lyons Point Rd. They are seeking a workshop with the Council to discuss further and develop possible options for solutions. (12/3) The Council expressed serious concerns with taking over a private road, but felt there could be other solutions and they needed more information. They agree to a workshop. (12/17) Bruce advised residents will not be ready to talk until at least April when seasonal residents arrive back in State. (10/6) Council recognized that the residents may be leaving for their winter homes and will push this forward until next spring. <b>Next Step: Bruce will let the residents know.</b>
81	Ordinance	O	L	4	TBD	Need to create a <b>Water Extraction Ordinance</b>	Sandy Carder	Deb Cabana	TBD	07/21/20	07/21/20	(7/21) Council was approached by Crystal Lake residents regarding many commercial vehicles from out of Town companies parking vehicles on the public boat ramp for long periods of time to extract water (pool, landscaping companies). Council discussed safety, access and water quality issues and agreed the activity should be prohibited. Deb spoke to the State and they advised we can put up signs right away - ordered. An ordinance should be created to ensure enforcement can be done properly. <b>Next Step: OAC to work time permitting.</b>

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months - Guideline											Last Update: 03/09/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
39a	Administrative	O	L	5	12/31/21	Need to review/reneogiate <b>Cable TV Contract</b> sometime in 2019-2021.	Deb Cabana	Deb Cabana	Deb Cabana	09/18/18	02/16/21	Deb advised she has asked Alissa Tibbetts, Town Attorney, to begin some research & that process can take up to 1 year. She also advised there is at least one resident willing to serve on a Cable TV Committee, if the Council choses to go that route. Council discussed briefly and confirmed either route will require legal review. Dan asked if there was a way for Alissa to provide a snopsis of the process/issues for council to better understand task. Deb advised significant changes have been made at the Federal level which will require more analysis before approach can be determined. (1/8 & 1/22) Feedback presented on item 42 Cable TV ordinance actually fit into the "contract" between parties. Will keep in mind for this item. (6/4) Legislature passed bill to roll back some of the changes (such as channel location, HD broadcast requirement, etc.) Deb advised GPCOG has sent out an RFP for the negotiator for the Towns invovled. There was no interest in a pre-contract meeting. (8/6) Deb advised GPCOG is preparing contract with law firm (only one rec'd but highly qualified). (10/15) Deb/Brad provided updates from the negotiation meeting with GPCOG attorney. (1/7) Council agreed to separate contract and committee into two action items. (9/15) Audit by consultant resulted in identifying monies owed (\$18K+) to Gray. GPCOG est negotiations will begin in the fall. (2/16) Deb adv target for contract is June. Spectrum disputing owed fees. <b>Next Step: Randy/Brad to continue to work with GPCOG hired firm with regards to the negotiations.</b>
50	Economic Development	O	L	6	11/01/21	Work with the <b>Narrow Gauage Railroad</b> to review current situation and develop new plan.	Council	Deb Cabana	Deb Cabana	03/05/19	10/06/20	NGRR Board members made a presentation at the 3/5 TC meeting to update Council on recent events (loss of lease - deadline end of Oct and relocation of museum pieces on temporary basis to another location). Council/NGRR agreed a more detailed meeting was in order to determine what options remain for relocation to Gray, what resources would be needed - monetary/human, and the associated timelines. (4/16) Deb advised Doug had a meeting with NGRR Board and they are open to discussion, but cannot do at this time due to pending move. (8/6) Portland Press Herald reported the NGRR has withdrawn their plans to move to Gray and NGRR has removed trains & sign from Plaza. Council discussed how frustrating it is to find out via paper especially given this is the 2nd time and during the last visit by NGRR, the organization insisted they were still partnering with Gray. (9/3) Deb adv no response from e-mails - phone tag with Mr. Heinz - NGRR has engaged a broker to sell property. (9/17) Council discussed approaching NGRR to open discussion about donating the easement rights to the tracks to Gray - as a way to address those who contributed to NGRR relocation - both with time & money. (10/15) NGRR has responded. (12/3) Sharon wished to send an editorial letter to the paper regarding this item, but was willing to wait to see if the meeting is set after the Polar Express is done. Council felt current course was correct one.(1/7) Now that the Polar Express season has ended, Deb will follow up on meeting. (1/21) NGRR said they would get back to her (2/18) NGRR advised they are seeking professional assistance to deal with unraveling Gray issues. (9/15) NGRR sold a portion of the ROW to a private developer without notifying the Town or updating Deb as they said they would. Anne also adv NGRR will be just sitting on their property until values increase to allow them to break even with mortgage. Council is frustrated but since it is a private deal & does not involve Town, there is no legal leverage. (10/6) Council rev & app letter to be sent to NGRR. <b>Next Step: Moved lower on tracking spread to await NGRR putting property on market and/or contacting Town.</b>
86	Administrative	O	L	7	11/09/21	Create <b>Charter Amendment</b> to address (1) <b>Town Manager job desciption</b> changes (2) <b>Audit date</b> from 9/30 to 12/31	Council	Deb Cabana	Deb Cabana	01/19/21	01/19/21	(1/19) Council discussed need to create amendment. Deb pointed out that we will need a total participation rate equal to 30% of the last Guberatorial election. She does not believe we will reach that mark with a June election. Council agreed better to plan for the Nov election. <b>Next Step: When time allows, draft Charter changes to submit to legal.</b>

# H1-Comp Plan

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months											Last Update: 02/16/2021	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub by:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	Comp Plan Imp - break out item 84	O	H	4	02/08/21	Committee review of Comp Plan	Dan Maguire	Council	<a href="#">Bruce/Dan</a>	12/01/20	<a href="#">02/16/21</a>	(12/1) Dan suggested each Committee review CP to ID what would inform their work, how they can support implem, what roadblocks exist, what resources will be needed, etc. with a one page summary due by 2/8 for Council to review at 2/16 meeting. <a href="#">(2/16) Council rev summaries provided. For PB, agreed the comp plan implementation should be part of upcoming joint training workshop facilitated by GPCOG. Next Steps: Dan/Bruce to work with remaining Committees to obtain summaries.</a>
B	Comp Plan Imp - break out item 84	O	H	4	TBD	Consider <b>New Committee</b> to monitor, supervise, ensure <b>Comp Plan implementation</b> proceeds	Council	Council	Council	12/01/20	02/16/21	(12/1) Council agreed current Committee should be retired as their charge is complete. Will send Thank You letters to Members and advise Council is considering a new Committee to assist with Implementation - asking them to advise if they are interested in continuing on. New Committee needs further discussion. (2/16) Sandy provided info from Windham Committee - hybrid structure. Generally, there was agreement that is the better model than all volunteer. It will be important to have people with know/expertise on the committee. Should not set up until Council can give clear charge and goals to committee. Nate wants a chance to talk through options with Planning Dept as they will take leading role. Sandy also adv Windham hired a consultant to assist them. <b>Next Steps: Awaiting Nate's review with Dept Heads and follow-up workshop for further discussion.</b>
C	Comp Plan Imp - break out item 84	O	H	4	TBD	<b>Department Heads review of Comp Plan</b>	Anne Gass	Council	Nate Rudy	12/01/20	02/16/21	(12/1) Anne suggested we either include Dept Heads on the Implementation Committee or at least ask them to review plan to create their own plans to help implement. Needs further discussion in context with new Committee. <a href="#">(2/16)</a> Council discussed and Nate agreed to intergrate this into his individual meetings with Dept heads. <b>Next Steps: Nate to set up meetings.</b>
D	Comp Plan Imp - break out item 84	O	H	4	02/16/21	<b>Obtain information from Windham Town Council</b> on their Implementation plans	Sharon Young	Council	Sandy Carder	12/01/20	02/16/21	(12/1) Sharon noted that Windham has a implementation committee set up to assist with their newly approved plan and suggested we find out what steps they took to get from approved plan to where they are, how the Council is involved, etc. Sandy advised that the Windham Chair is on the GPCOG Executive Committee and she can reach out to him for information. (1/5) Sandy has sent a note to Jarod Maxfield 12/18. (1/19) Sandy reported that she has spoken to Jarod and shared general information - and will share more at the 2/16 workshop. (2/16) Sandy shared info on Committee, Growth Permit Program, Consultant, etc. from initial discussion with Jarod. <b>Next Steps: Utilize Windham information as process progresses.</b>
E	Comp Plan Imp - break out item 84	O	H	4	TBD	Create <b>plan/timeline for Zoning changes &amp; ordinance changes</b>	Council	Council	Council	12/01/20	12/01/20	(12/1) Council needs to discuss/create a plan/timeline to update Zoning to reflect zones in new plan and determine prioritization to ensure development adheres to new plan. Will be related to Item 46 (Growth Plan) and Item 49 (Duplex changes) for which initial discussions were held, but placed on hold pending Comp Plan approval. <b>Next Steps: Set up workshop to discuss.</b>

H3-TIF

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months												Last Update: 02/16/21
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	TIF Goal / Budget - break out tasks from Item 34	O	H	5	03/01/20	TIF - <b>Mixed Use Zoning</b> Discussion	Town Council	Town Council	Doug Webster	01/22/18	02/19/19	(11/28) Mixed Use options were discussed at length. Next workshop set for 2/19 6-7pm prior to scheduled TC Meeting. (2/19) Council discussed options and agreed having some type of proposed changes to consider would be helpful. Should focus on Village, but also on large undeveloped piece abutting Northbrook as owners req. inclusion to help develop. Doug will work on.
B	TIF Goal / Budget - break out tasks from Item 34	O	H	5	TBD	TIF - <b>Center Rd / Bridge Redesign</b>	Town Council	Town Council	Town Council	02/18/18	02/19/19	Town to evaluate possible changes to bridge and/or reconfiguration and/or completion of Turnpike Acres - to address Center Rd outlet just below 5 Rd intersection/left turn issues for tractor trailers in Village (possibly part of TIF workshop to determine plans/priorities for Village infrastructure upgrades). MTA advised that Bridge was recently refurbished & widened so there are no immediate plans for more work; however, they remain open to discussion a realignment. (12/4) Part of solution to address tractor trailers in the Village is to address inability to make right hand turn from 202 onto route 100 - which includes alternate route - maybe via turnpike acres/center rd bridge. (2/5) TC moving to TIF Planning umbrella (2/19) Deb to find out replacement year from MTA.
C	TIF Goal / Budget - break out tasks from Item 34	O	H	5	TBD	TIF - <b>Rt 100/115/202 Intersection</b> - related to Item 4 - Traffic - Low priority - Route 115 entering Gray from the hill thru connection to Brown Street	Town Council	Town Council	Town Council	02/05/19	10/15/19	Steve L is working on creating a project scope & plan for reconstruction of Route 115 leading into the Village with Will Haskell to submit to MDOT - in hopes of qualifying for 50/50 funding split (up to \$500,000). Council needs to develop options for the multi-road intersection in the Village to ensure whatever future configuration needs are considered in the Rt 115 project and the Rt 115 project helps facilitate the preferred future configuration. (2/19) Deb to find out if Haskell is working on any planning to prepare for proposal to MDOT - is engineering covered or will it need to be paid for - up front. (10/15) Will/Stevie have more info from DOT & will update Council at 10/28 workshop.
D	TIF Goal / Budget - break out tasks from Item 34	O	H	5	TBD	TIF - Evaluation of possible <b>Sewer/Water treatment</b> option for Village	Town Council	Town Council	Town Council	02/05/19	02/19/19	During TIF public forums, a specific piece of property (22 acres) was added to the map as it was considered a good candidate for a future water treatment / sewer facility - due to the soils and location (gravity may eliminate need for pumps). (2/19) Deb confirmed TIF funding can be used to purchase property; however, it can only be done once a full blown plan is created for usage. TIF funds cannot be used to buy property for recreation purposes. Council to discuss land acquisition CIP at 2/21 budget meeting. Council has agreed to set up a separate question on the warrant articles & will approve those articles at 5/7 meeting.
7	TIF Goal / Budget - break out tasks from Item 34	O	H	5	TBD	Develop possible <b>Special Assessment Fees</b> - handling as part of TIF discussions	Town Council	Deb Cabana	Town Council	01/22/18	02/05/19	The Planning staff provided high level information regarding possible use of a developed Special Assessment Fees which would be collected as part of new development to offset various costs. Council agreed they should be added to the tool box and requested more detailed information be pulled together for consideration. May be handled in conjunction with In Lieu Fees. 9/18 Council discussed reprioritizing, but decided to leave as is. Dan suggested that we identify other Towns using these fees and use their language as a base. (2/5) Council agreed to handle as part of TIF planning. <b>Next Step: Determine when Staff has capacity to work on.</b>
8	TIF Goal / Budget - break out tasks from Item 34	O	H	5	TBD	Develop possible <b>In Lieu Fees</b> - handling as part of TIF discussions	Town Council	Deb Cabana	Town Council	01/22/18	02/05/19	The Planning staff provided high level information regarding possible use of a developed In Lieu Fees which would be collected as part of new development to offset various costs. Council agreed they should be added to the tool box and requested more detailed information be pulled together for consideration. May be handled in conjunction with Special Assessment Fees. (2/5) Council agreed to handle as part of TIF planning. <b>Next Step: Determine when Staff has capacity to work on.</b>

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months											Last Update: 03/02/21	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	Route 115 - break out tasks from Item 4	O	H	9	TBD	Obtain <b>Ledge Map</b> for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	02/16/21	(2/16) Council agreed to split out tab & tasks from 1/19 workshop. Due to the ledge present on the hill, it was agreed a ledge map using radar was needed. <a href="#">(3/2/21) Will has provided est to Nate. (3/9) Council rev with Will. Doug ask that add'l boring on the slope of the road to ensure the ledge is fully identified. Will will update the proposal. Next Steps: Will to update proposal to resubmit.</a>
B	Route 115 - break out tasks from Item 4	O	H	9	TBD	Obtain updated <b>full Survey</b> for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	03/09/21	(2/16) Council agreed to split out tab & tasks from 1/19 workshop. Given there are no easements on this road, it was agreed an updated survey is needed from Main Street to 59 Yarmouth Road. <a href="#">(3/2/21) Will has provided est to Nate &amp; Council reviewed. There were questions about who would conduct the ROW work - see new item MDOT meeting. Next Steps: Will to update proposal to resubmit.</a>
C	Route 115 - break out tasks from Item 4	O	H	9	TBD	Draft a <b>High Level Engineering Plan</b> for scope of project	Council	Nate Rudy	Will Haskell	02/16/21	03/09/21	(2/16) Council agreed to split out tab & tasks from 1/19 workshop. Council has asked Will to create a high level 'starting' engineered plan to help facilitate next set of workshops. This plan should include ALL possible options - which can later be dropped depending on scope/costs - such as adding underground stormwater, sidewalks on both sides, Brown street intersection reconfiguration, traffic calming measures, parking on either Yarmouth or Brown (depending on if Brown is made one way or not), Bike lanes, etc. <a href="#">(3/2/21) Will has provided est to Nate and Council discussed. Council agreed to include 2nd sidewalk in plan, but decision on whether to build will be determined on feasibility and costs. Also agreed to remove "full time inspection" costs until later in the project. The decision on part time vs full time will be easier to make once the project scope/complexity is identified. Next Steps: Will to update proposal to resubmit.</a>
D	Route 115 - break out tasks from Item 4	O	H	9	TBD	Provide past <b>Traffic Study</b> for <b>Brown Street</b>	Council	Nate Rudy	Will Haskell	02/16/21	02/16/21	(2/16) Council discussed past reviews of making Brown St one way. Will/Kathy/Doug indicated this issue has been looked at a couple times in the past. Will thinks he can dig up the past reports. Consideration is traffic pooling on Route 115, but also ability to prevent large commercial vehicles from using Brown to get to short Shaker (weight limit being pursued). <b>Next Steps: Will to research further.</b>
E	Route 115 - break out tasks from Item 4	O	H	9	TBD	<a href="#">Set up Joint Meeting with MDOT</a>	Council	Nate Rudy	Council	03/09/21	03/09/21	<a href="#">(3/9/21) Will recommended we hold a meeting with MDOT as soon as possible in the process. Several items were identified for discussion (1) possible use of Federal funding (2) MPI/funding formula for project (3) ROW work responsibilities - if DOT does or Town (would have to hire specialist to handle). Meeting will include Will so proposal needs to be updated. Next Steps: Will to update proposal to resubmit. Council to work with Nate to identify date/times.</a>
F	Route 115 - break out tasks from Item 4	O	H	9	TBD	<a href="#">Set up Meeting with Water Department</a>	Council	Nate Rudy	Will Haskell	03/09/21	03/09/21	<a href="#">(3/9/21) Sandy requested that a meeting with the Water District be added to proposal and done early in the process to identify their scope/timeline to allow for coordination. The TIF defines \$495,000 for their water line work in the project. Next Steps: Will to update proposal to resubmit &amp; Will to set up as part of the work.</a>
G	Route 115 - break out tasks from Item 4	O	H	9	TBD	<a href="#">Set up Discussion with First Congregational Church</a>	Council	Nate Rudy	Will Haskell	03/09/21	03/09/21	<a href="#">(3/9/21) Anne pointed out there needs to be open discussion with the First Congregational Church on the reconfiguration of Brown Street intersection. We need to ensure they are aware of the proposals and are invited to the meetings Next Steps: Bruce to let Church know the process is beginning. Will will be reaching out to them as part of the work for the plan.</a>
H	Route 115 - break out tasks from Item 4	O	H	9	TBD	<a href="#">Identify Blasting impacts from project</a>	Council	Nate Rudy	Will Haskell	03/09/21	03/09/21	<a href="#">(3/9/21) Anne pointed out if there is any blasting involved in this project, the Town will need to work with residents to minimize impacts and ensure damage is not done to their foundations. Will adv whether blasting will be needed is unknown at this point. Next Steps: Blasting will be identified, if applicable, once more work is done on the planning.</a>

## M1-1 MDOT & M1-2 MTA

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months												
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	Traffic - MDOT - break out tasks from item 24A	O	M	1.1	06/01/21	Signage - Route 26 vs. Route 26A	Town Council	Deb Cabana	Deb Cabana	02/22/18	01/05/21	Village diversion/misdirection. Looking into eliminating/renaming route 26/26A to prevent Truckers from going the wrong way through the village. MTA committed to helping push for changes with MDOT at last night's meeting & advised a suggestion to remove Route 26 starting at Washington Ave (Portland) through to merge with 26A has been suggested in the past. Route 26A would just become Route 26. Also, Jason suggested using the Town sign by the Transfer station or other electronic signs. Note: Cathy Breen had offered to check in with Garmin to obtain more information on GPS algorithms/process - follow-up? MTA will be closing bridge in summer 2019 - good time to coordinate removing "route 26" designation from Washington Ave to bridge. Keeping it from interchange - by-pass - north only. Deb is sending note 9/4. (12/4) MTA pointed out MDOT is not in agreement with full closure of the bridge due to lack of ability for rigs to turnaround if they miss detour signs. Also, not committed to changing route signs at this time - more discussion to follow. (9/17) Sandy advised she mentioned this issue to Rep Moriarty and he advised he would be willing to look into it to determine next steps on a formal request. (10/15) Rep Moriarty has established communication with DOT legislative liaison and they are willing to set up a meeting with DOT Staff that handle routes. Council discussed having pre-meeting but feel Rep Austin & Sen Breen are up to speed - Sandy will advise Rep Moriarty. (11/12) Sandy advised a meeting is set. (12/3) Sandy reviewed results of meeting & weight limit options. MDOT to provide info on costs for signs to change designation for just in Gray. Council agreed to coordinate weight limit with sidewalk project meeting & attempt to obtain approval. (1/21) Sandy sent follow-up on sign count/costs and asked for more info on weight limit process. (2/4) Sandy adv MDOT adv they were looking into (3/10) Sandy will follow up (8/4) Follow up done MDOT still needs to discuss before getting back to us. Council to set up public forums in Sept. (9/1) Public Forum set 9/29 - Sandy to follow up again. (9/29) MDOT sent resp hours before public forum. (11/17) Sandy will draft resp to MDOT letter. (12/15) Council approved response letter to be sent with alternate proposal to remove 26 & add to 26a while 26a remains. Weight limit work will continue via communication with residents/businesses. (1/5) Letter sent.
B	Traffic - MDOT - break out tasks from item 24A	O	M	1.1	04/01/21	Signage/Bollard Posts - Village Island	Sandy Carder	Deb Cabana	MDOT	02/22/18	06/04/19	MDOT will look at what they can do to make the island at the 5 lane intersection stand out so vehicles do not go the wrong way into head on traffic. Only current sign is "ENTER" provided by MTA. New striping is planned, but no response otherwise (9/4). 9/18 Council asked Deb to follow up with MDOT on their review - she advised she has meeting with MDOT on Wed 10/10. (12/4) Sandy asked MDOT at meeting about options. MDOT said they may have some flexible bollard type posts to try - will check their inventory. Steve noted it does make plowing more difficult. MDOT also may look at new signage - but that will require a full re-engineering of electric/posts at the intersection - see rt 115 listing on task list.(4/2) Dan advised at seeing another person drive into head on traffic in the wrong lane around the village island. (4/16) Deb advised MDOT is not willing to spend on permanent bollard due to history of destruction & costs. (6/4) Deb confirmed striping cannot be done before 7/1 (budget). Sandy asked if "ENTER" could be added to striping - may not be visible. <b>Awaiting alternatives from MDOT.</b>

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months												
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
A	Traffic - MTA - break out tasks for Item 24B	O	M	1.2	12/31/20	Diversion Study	Town Council	Deb Cabana	Deb Cabana	02/22/18	02/16/21	Town to work define goals-study/parmts/data set to capture as much data/results as poss related to exist prior traffic issues. need to deter int partners-NG,Poland,Cumber,Auburn,Windham? MTA ind poss prov 80+% of fund, but sugg Muni commit would prov more control over study/ensure buy-in. Partners could share the costs of the 15+%. 6 fig likely need, more data added to study = high costs. Deb adv MTA is work on poss optns, costs and part comm & hopes to pres at Oct TC meet. (12/4) MTA pres new data capture/purchopt that will incr data while drop costs. Scope disc ensued w Councilors need to send addtl feedback to Deb-chgs may incr costs-but MTA comm to a good study rather than just a 'cheap' one. MTA will reach out to NG next to deter if they will parti. (1/8) Deb will reach out to MTA to obtain new cont (Bruce Van Note has been appt to head the MDOT). (2/5) Mr. Mills resp, but prov no name. (2/19) Mr Mills is taking a diff appro than Mr. Van Note-he is propo MTA buy subscr at March meet. (3/5) NG is not inter in parti.(4/2) Sandy prov PPH article ind MTA, MDOT, PACTS and Portland Transp grp have agreed to grp subscr to software. Await addtl feedfrom Mr. Mills. Residents appr budget. Deb sent e-mail to Mr. Mills. (9/3) Mr. Mills adv they are still work on it. (9/17) Sandy adv COG has access to data & sent material to Steph Carver as they were inter to see if there was a role for COG to play. (11/12) Steph adv COG can prov info-Sandy to ob more info. (12/3) Sandy prov upd - GPCOG to take leave & prov prop for full council to consider. (1/7) Sandy pres propos scope from COG-Council req opts for MTA buy-in, but maj agreed to mov forw. Sandy will fol-up with Steph. Council will vote on engage letter at 1/21 meet. (1/21) Council voted to approve engag letter. (2/4) Sandy recap conf call with COG-ok with chgs-will look into poss ph 2 study to capture 'avoidance' vs. 'diversion' traffic with MDOT funding? (3/10) Sandy will follow up - Steph Carver is leaving GPCOG. Sen. Ned Claxton ask for info as his constituents in NG view this as a top issue. Sandy shared. (5/19) Study due end of June. (7/21) Delay but COG will add 'avoidance' analysis at no charge - target is Sept (9/1) Sandy adv draft report is done - final repot should be rec'd in a couple weeks. (9/15) Sandy adv final report has been rec'd - will send to Council & set up discussion when time allows. (10/6) MTA/MDOT have prov feedback to GPCOG. They resp to MTA, incorporating changes for MDOT. NG has ask for copy. Deb to talk to NG Mgr. (11/17) GPCOG resp to MDOT & are work on updating. (12/15) Sandy has rec'd updated study - will pull together all the material & send to Council. Will be placed on a future workshop agenda. (1/5) Diversion info shared - awaiting WS on 3/16
B	Traffic - MTA - break out tasks for Item 24B	O	M	1.2	06/01/21	MTA Data - cash collection (vs EZPASS)	Town Council	Sandy Carder	Sandy Carder	02/22/18	03/10/20	MTA will prov data for cash (vs EZPASS) from the regl booths-Gray,NG,Falm - to better deter funds being collect by high tolls. Ident collect funds will prov base to deter alter in toll location prices. Toll Data was prov, but Sandy asked if classes could be split out (12/4) Some minor toll disc occurred at meet with MTA confir they can prov addtl info. (2/19) Council disc opts for toll chgs and agreed to send letter to MTA with recomm/feedback. (4/16) Sandy prov draft to Council. Dan prov feed to Sandy. Council prov feed to finalize letter in 5/7 meet & appr letter at 5/21 meet. Deb has sent. (8/6) Deb to follow up. Council agreed needed to follow-up before pull in Repres and/or Governor's office. (9/3) Mr. Mills resp as he has in the past. (9/17) Sandy met with Rep Moriarity & he agreed next step is a letter to Rep/Breen and Governor and perhaps they can meet to see what add pressue they can apply-incl the issue of Complete street policy. (10/15) Sandy proposed alter approach of asking Leg. Reps to submit the issue to the Governor's Blue Ribbon Commis for consid as several fund pieces related to both toll inequity and diversion. Dan pointed out use of 295 (or 95 north of Augusta) by commut vs those forced to use 95 (south) is an issue as well. Council agreed and also want to focus on ask Leg. Reps to consider a bill that would put more teeth in the MTA complete street policy and give muni more say. Sandy will draft for Council rev at 11/12 meet. (11/12)Letter rev with feed prov. Sharon expressed concerns with tone of letter. Maj of Council felt it needed to be strongly worded esp given news story where Mr. Mills was dismissive of issues. Sandy remind that it is to the legis team, not the MTA directly. Sandy to update and send. (12/3) Council approved letter. (2/4) Sandy adv committee contin work - follow up after session (2/18) Sandy prov update on status of comm and council agreed we should follow up now. (3/10) Sandy shared with Sen. Ned Claxton upon request

FUTURE

*Status: O = Open C = Closed F = Future Priority: **H = 1-3 months M = 4-9 months L = 10+ months											Last Update: 12/01/20	
No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
10	Administrative	F				Develop process to review status of Paper Streets	Town Council	N/A	N/A	01/22/18	01/16/18	During the Council discussion related to approving an extension to ROW access to 'paper streets', the Council inquired if there was a long term goal to create a process to review/identify streets which should be removed from the list. Resources/timing were discussed as hinderances. <b>Council set this activity to "Future" given the renewal timeframe of 20 years has been reset. Future items will be reviewed annually, at a minimum.</b>
21	Administrative	F				Develop a method to analyze & potentially rank Committee Volunteer applications when more than one received for one spot.	Dan Maguire	N/A	N/A	02/09/18		During a workshop discussion on Jan. 8th, the Council agreed there could be situations where a formal review/ranking system may be appropriate, but it is unlikely one needs to be used in most situations. The Council reviewed a variety of options, ideas, etc., but decided to table this issue for a later date. <b>Will be considered a 'future' item.</b>
31	Ordinance	F				Review the issues and options surrounding Dock Lighting / Light pollution.	Deb Cabana	N/A	N/A	04/17/18	06/05/18	Town Staff has received a complaint/inquiry surrounding light pollution issues related to new LED dock lighting equipment. Given Councilor Foshay was absent at the Apr. 17th meeting, Council agreed to log (as it will be covered regardless - in closed, future or open), but to hold off discussion & prioritization until May 1st meeting review. Council discussed at June 5th meeting agreeing this <b>would be considered a future item</b> based on lack of available information. Possible OAC research item.
17	Economic Development / Budget	F				Research and compile data and options for a possible <b>Community Center</b> in Gray.	Town Council	N/A	N/A	01/22/18	05/07/19	During a Sept. TC Workshop discussing goals, the Recreation Dept. provided a proposal to realign funds collected by the Rec. programs under the Rec. Dept for use in maintaining/expanding programs. One major challenge identified was the lack of space to expand programs which create revenue streams for the Town. A new space (Community Center) was identified as a possible solution which could be paid for with current revenue streams. TC expressed support to obtain more information. <b>Next Step:</b> Rec. Dept. Staff will begin work to outline plan to obtain additional information. Council agreed this will be considered a "closed" Council item until the Rec. Dept. brings forth additional information. With availability of some land around the by-pass, this was discussed in 9/4 TC meeting. Deb stated \$62,000 is in the current fund. (11/13) Council agreed to move to Future list as the item continues to come up in discussions. (5/7) Concerns regarding current status vs. best practices were discussed during the 4/16 meeting - confirming programs exceed capacity at the Town facilities. See Closed item #57. Manager advised it was Administrative and under her purview, council agreed to add to this item & close #57 with Manager bringing forward any necessary policy issues.
23	Ordinance	F			TBD	Review current <b>ordinance governing noise</b> for updates and research possible <b>odor ordinance</b> .	Town Council	Deb Cabana	Doug Webster	02/09/18	10/01/19	During the special amusement license renewal of the American Legion Hall, much discussion was centered around the current decibel restrictions for noise in the existing ordinance was set at a reasonable level, existing activities that may be above that level, how the level would measured (by whom), and how complaints/enforcement would be handled. Doug Webster made presentation (3/6) of review/recommendations from Town Staff - raise limit to 60. TC discussed pros & cons of setting an actual decibel limit & enforcement. TC agreed to raise to 60, but also to add specific types of businesses/activities that would trigger limit. The Mfg Overlay/BD1/BD2 already have some type of noise restriction. Need to determine how complaints would be handled. (2/19) Council agreed to add "odor" to this item. (10/1) OAC feels due to lack of technology, other priorities and inability to enforce, this items should be moved to the future list. Council agreed.
80	Ordinance	F			TBD	To create rules for <b>Chickens</b> in the various zones in Gray	Anne Gass	TBD		07/21/20		(7/21) A couple issues have arisen regarding Chickens and understanding what is and is not allowed. No real defined information in Town ordinances. Should be addressed at some point.
83	Infrastructure	F			TBD	Identify <b>Otelco Poles</b> to be removed on short <b>Shaker Road</b>	Alec Dodd	TBD		12/01/20		(12/1) As part of the pole analysis done for the short Shaker Rd 2021 Spring stormwater/sidewalk project, Alec talked to Otelco. Several poles only support old copper wire services. Once all users are transitioned to Fiber services, those poles can be removed altogether.

CLOSED

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
13	Ordinance	C	H	3	04/22/18	Town Staff has identified the need to add <b>recreational marijuana</b> specific language to the <b>Shoreland Zoning ordinance</b> .	-	Deb Cabana	-	01/22/18	03/20/18	Town staff identified a gap in ordinance coverage for the recreational marijuana ordinance language caused by the fact that Shoreland Zoning supercedes all other Ordinance language. Adding the recreational marijuana specific language will be required to ensure consistency across all zoning ordinances. Legal has confirmed this interpretation. Town staff developed & obtained legal review of proposed ordinance change. 1st reading 3/6 TC meeting. 2nd reading & Council approval provided 3/20 TC meeting. <b>Next Step: Staff will update website to reflect approved changes. This item is now CLOSED.</b>
9	TIF Goal / Budget	C	H	1	09/01/18	Consider the creation of a <b>new Village TIF</b>	-	Deb Cabana	-	01/22/18	08/07/18	The State Legislation is considering modifying the rules/requirements for setting up TIFs with a possible effective date in 2018. Given the changes would restrict the ability to set up new TIFs, the Council has agreed to begin the process of looking at the possibility of a new Village TIF to assist with upcoming infrastructure costs. Deb has provided Council with a TIF timeline and is working with the Town's Attorney & Staff to provide the necessary information to the Council for consideration. Council workshop (1/25), property owner workshop (1/31) & 1st public hearing (2/6) were held. TIF approved during special town meeting (2/14). TIF application submitted & received by State - approval can take 6-8 weeks. Feedback from state identifying 6 areas of concern was rec'd. Town Attorney responded on 4/11/18. State approved 5/23/18. <b>Next Step: It is now closed as TIF is approved &amp; in place. A separate "planning" task will be created.</b>
12B	Ordinance	C	M	3.2	11/09/18	Review status of <b>Road Associations</b> for all Private Roads in Gray. A review of the current Street Ordinance identified a possible issue related to driveways with applying the ordinance to public driveways vs. private driveways.	-	Deb Cabana	-	03/20/18	09/04/18	Councilor Maguire brought this issue to the Jan 2nd. TC meeting where a review of the current ordinance, as well as additional information was completed. Town staff pointed out the issue is current one of 'authority'. It was agreed a legal opinion was needed before proceeding. Deb Cabana obtained & shared a legal opinion on Jan 16th. After further discussion (2/6), Council agreed a review of all private roads & the status of road associations. Council is breaking into 2 pieces. <b>This listing will cover process to create plan to clean up contacts for private roads/discussions with road associatons.</b> Deb advised 1,000 letters have been prepared to send to private road residents - Council agreed (1) those w/o associations need to form one or provide ONE contact (2) All need to update contact information (3) reminder of road maintenance deadline to continue snow service (4) advise new contractor may be used. Letters sent 6/28/18. <b>Next Step: Deb advised at 9/4 meeting they have received updated information from every private road except Cobbs Drive; therefore, this item is now closed.</b>
32	Administrative	C	H	2	11/09/18	Review the current <b>Contract Zone Agreement procedures</b> to determine if changes or updates are warranted to make process better and/or to protect Town's interests more fully.	-	Deb Cabana	-	05/01/18	09/18/18	Council identified several major areas of concern during recent CZA review of proposed development. Council agreed to look at two specific areas (1) Financial stability (a) by identifying ways to verify developer has ability to meet financial obligations (b) creating language to allow Town to unwind agreement IF financial standing is compromised (c) ensure that benefits due to Town are frontloaded in agreement and (2) Environmental impacts are fully identified upfront during Council first review to ensure impacts are mitigated using various options. (5/1) Councilor Wilson has agreed to draft some language & review/discuss with Town Staff. In 8/7 meeting, Councilor Wilson advised he does not feel he is in a position to draft language. Councilors agreed that Town Staff needs to take a stab at adding the 2 new steps and also priority should be moved to High. Doug presented updated policy 9/18. <b>Next Steps: Council approved updated CZA policy as presented at 9/18 meeting. Final version has been posted.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
D	Traffic - MTA	O	M	2.2	10/01/18	Forest Lake Ramp	-	Deb Cabana	-	02/22/18	10/02/18	MTA to share landscape plans for Forest Lake access ramp - once completed. Not discussed, does Weymouth access ramp have similar issues? MTA provided additional information with residents at a meeting. Item is considered closed.
20	Administrative	C	M	12	10/16/18	Develop a <b>description for 'affiliated' committees</b> which are not under the umbrella of the Town Council to help define roles/responsibilities. Ensure all Committees are following the specified Committee rules. Add'l Ideas to discuss: Employee of Year, Scholarship Committee to oversee all scholarships, Comprehensive Plan Committee creation	-	Dan Maguire	-	02/09/18	10/16/18	After a workshop discussion on Jan 8th, the Council agreed to develop a description for affiliated committees operating in Town which are not under the Town Council umbrella. The description will then be posted to the website under Committees along with links for each of the individual committees. The Council also identified procedures that all committees should be following such as, submitting agendas 7 days in advance of meetings, posting meeting/agendas, creating minutes (with attendees, date/time/location, summary & votes), etc. OAC was not in compliance. Council is adding review of "email" policy for committees to cover FOA, but also manage costs. Dan Maguire volunteered to work on both items. Dan is working on & will circulate a draft to TC. Dan provided draft document to Council for consideration. Draft submitted to Council on 5/1. Council provided feedback on Dan's draft at the 5/15 meeting. New draft submitted to Council on 8/7. Due to time constraints, not discussed 8/7. Council agreed to final changes at 9/10 Workshop 10/2 - Dan needs more time & info from Sharon <b>Next Step: Final changes reviewed &amp; Approved by Council at 10/16/18 meeting. Dan to provide 'clean-up' list to implement - this item is considered Closed.</b>
5	Ordinance	C	M	3	02/22/19	<b>Review</b> the issues and options surrounding a possible <b>Fireworks Ordinance.</b>	-	Deb Cabana	-	01/22/18	01/22/19	Residents have approached the Council with complaints and concerns regarding the lack of a Fireworks Ordinance. The Council discussed at several meetings and agreed to proceed with an analysis of the situation and options, potentially utilizing the OAC. Staff is working on possible options. Councilor Maguire advised the OAC will discuss in Mon, 3/26 meeting. Options were presented to & discussed by Council with feedback provided during 4/3 meeting. Staff presented ordinance at 1st public yearing on 5/1/18. Public feedback was rec'd, Council ques addressed, minor change made, Council voted to move forward with 2nd reading. 2nd reading set for 5/15/18. Ordinance was passed at 5/15 meeting & will go into in 30 days. 10/16 Councilors discussed one item brought up during public hearings - adding the Saturday before July 4th IF July 4th lands on a weekday to tamper violations given this week is most celebrated fireworks weekend. Deb provided feedback from both law enforcement & fire chief that they saw a significant drop in complaints. Councilors also advised a noticeable drop in fireworks. Moved up priority list per Deb's request as changes fairly easy. (1/8) First reading of proposed changes held. (1/22) TC held 2nd read/public hearing & voted to approve. <b>Next Step:</b> Update to ordinance goes into effect in 30 days (2/22). Item closed.
43	Ordinance	C	M	4	02/22/19	Need to create a <b>Ambulance Service Fee ordinance.</b>	-	Deb Cabana	-	10/16/18	01/22/19	Councilor Maguire inquired about the Rescue billing process and it was determined a Public Safety Billing ordinance will be needed. Deb advised fairly easy to work up. (1/8) First reading of proposed ordinance held. (1/22) TC held 2nd read/public hearing & voted to approve. <b>Next Step:</b> New ordinance goes into effect in 30 days (2/22). Item is closed.

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
12A	Ordinance	C	M	5	02/22/19	Review status of Road Associations for all Private Roads in Gray. A review of the current <b>Street Ordinance</b> identified a possible issue related to driveways with applying the ordinance to <b>public driveways vs. private driveways</b> .	-	Dan Maguire	-	01/22/18	01/22/19	Councilor Maguire brought this issue to the Jan 2nd. TC meeting where a review of the current ordinance, as well as additional information was completed. Town staff pointed out the issue is current one of 'authority'. It was agreed a legal opinion was needed before proceeding. Deb Cabana obtained & shared a legal opinion on Jan 16th. After further discussion (2/6), Council agreed a review of all private roads & the status of road associations. Council is breaking into 2 pieces. <b>This listing will cover discussion on ordinance/policy towards private roads/driveways.</b> Council agreed ordinance clarification is needed, but felt it must be part of the associaion clean-up effort (item 12B). Council agreed that clarification is needed in ordinance to require driveways comply regardless if on Private or Public road. Dan advised the OAC hopes to present language in October. 10/2 - Doug presented OAC changes but identified areas Staff disagreed. Council discussed (1) liked staff req on permits (2) need more info on apron. Voted down to allow further work & advised "council discussion" better place to start on agenda. (1/8) 1st Reading of proposed changes held. (1/10) Planning Bd held public hearing - no feedback. (1/22) TC held 2nd read/public hearing & voted to approve. <b>Next Step:</b> Updates to ordinance goes into effect in 30 days (2/22). This item is closed.
29	Administrative	C	M	14	12/31/18	<b>Planning board</b> has requested some <b>time with the Council</b> to review policies/procedures between the two entities.	-	Dan Maguire	-	04/03/18	01/22/19	Counciler Gallagher brought this to the Council & Council agreed to meeting. Lynn suggested we meet at a regularly scheduled Planning Board meeting. She will see if the May 10th meeting will have room. If not, we'll try June. Lynn discussed with Planning Board at April 12th meeting. They would like some agenda items submitted - June 14th is a tentative date - but may not work for PB. Council discussed options & agreed it would be best to have an agenda from Planning board since they requested the meeting, also needs to be televised - could use handheld mic with table set up (joint leaders). 8/7 Dan advised PB working on agenda. Dan advised agenda will be finalized at 10/11 PB meeting & forwarded. 10/16 A finalized agenda was provided. Workshop was held on 10/25 & Council discussed at 11/13 meeting - agreeing PD should review & verify majority members support each item identified. (1/8) List provided to Kathy of Council items identified in joint meeting. Planning bd discussed in December meeting. (1/22) Dan advised PD does not feel any additional action is needed at this time. Growth Cap was discussed and Town Staff will look into with OAC and bring forward when ready. <b>Next Step:</b> Planning Bd/TC to set up yearly joint meetings. This item is closed.
30	Budget	C	M	15	01/01/19	Set up <b>Debrief Budget Workshop</b> to (1) review budget process for possible changes (target dates, meeting dates, presentation) (2) review/update CIP plan beyond Bond (providing it passes) (3) review new projects/priorities with budget implications (4) TIF projects/planning	-	Deb Cabana / Council	-	04/03/18	01/22/19	Council would like workshop set up in early fall to cover budget issues (see description) before actual budget review/deadlines. This item will be a parking lot for specific items as well: (1) Succession planning - Town Mgr (2) TIF projects/priorities planning (3) Libby Hill conservation work (4) Watershed plans (5) Wilkes Beach Project (6) Solar Array (7) LED conversion plan (8) Municipal property review results (9) Village sidewalk ext. to Wayne ave (10) Warrant article formats (11) Sidewalks No Raymond (12) diversion study (13) HR person (14) Unfunded accrued employee time (15) waiver of excise for Veterans - this is NOT all inclusive. Workshop held on 10/18. Deb has created draft meeting schedule. Sandy created spreadsheet listing all budget related items discussed in the last year (or left over from last budget) (12/18) Workshop held - list reviewed & updated - draft calendar set with process defined.(1/22) Addt'l meeting set for 2/11. <b>Next Step:</b> Schedule & approach set for 2019-2020. This item is closed.

\*Status: O = Open C = Closed F= Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
42	Ordinance	C	L	1	02/22/19	Need to create an official <b>Cable TV Ordinance</b>	-	Deb Cabana	-	10/16/18	01/22/19	Deb provided notification that the Town will need to create a Cable TV Ordinance. Deb advised fairly straight forward, but Staff working on Marijuana, Fireworks and Public Safety Billing first. (1/8) 1st Reading held, Brad Fogg provided some feedback. Alissa advised most of those details will be part of actual contract, but a couple 'non substantive' changes could be done prior to the 2nd reading.(1/22) Non substantive changes were made, TC held 2nd read/public hearing & voted to approve. <b>Next Step:</b> Ordinance will go into effect in 30 days (2/22). This item is closed.
28	Administrative	C	L	8	03/01/19	Develop <b>fee for Code Enforcement online software.</b>	-	Deb Cabana	-	03/20/18	02/05/19	During the Budget discussions, TC approved an upgrade to new online Code Enforcement software which will make the process more efficient and reduce man hours needed to perform tasks. TC would like a fee created to cover the annual fee for the software which is \$18,000 in the first year. Staff updated several fees on schedule (approved by Council 6/19) to pass on some of the fees for new software. (1/22) Doug presented changes in Building Permit fees and a new Admin fee. Council had some concerns with Admin Fee. <b>Next Steps:</b> Council approved new reduced "minimum" permit fee \$25 with new \$25 admin fee at 2/5/19 meeting. Item is closed.
15	Joint Leaders	C	M	14.2	02/28/19	Review <b>MSAD15 current newsletter</b> - including costs & timing - to determine how/if Gray would like to collaborate and add material for distribution. NG will do the same.	-	Deb Cabana	-	01/22/18	02/19/19	During the first Joint Leaders meeting held on 11/27/17, the three groups identified expanding communication as one area of collaboration & benefit. Superintendent King suggested both Gray & NG consider partnering with MSAD15 by adding sections to their newsletter which is mailed to every household in GNG. This would create another avenue to communicate directly with residents and sharing costs would be beneficial to all three groups. Deb advised that the Recreation Dept has had some preliminary conversations with MSAD15 and are working on pulling costs together. Deb checked to see if a combined budget mailing could be done, but the timing did not work out. Will try again next year. 10/2 - Dr King suggested a smaller group & offered HS library. Council had discussed pro/cons - agreed to format & req video. NG offered their location with video & agreed to format Agenda pulled from last JL meetings provided. <b>Next Step: 10/29 meeting postponed - revisit in Dec.</b> Council agreed to close 14 - 15 - 16 as originated in 1st joint leaders meeting & log new item for new meeting.
16	Joint Leaders	C	M	14.3	02/28/19	Identify ways to <b>engage more students</b> in municipal government to increase interest in career paths, increase volunteerism & increase community building which would also help the Towns.	-	Dr. King	-	01/22/18	02/19/19	During the first Joint Leaders meeting held on 11/27/17, issues surrounding lack of candidates for job openings & volunteer spots on committees and in Town departments were identified as a major challenges for both Towns. MSAD also identified the need for students to obtain 'life experiences' via volunteering or internships (locally) as part of their graduation requirements as a new challenge. Dr. King advised MSAD is currently reviewing their IB, Community Service Club and graduation requirements in this area and will be updating their approach. Council assigned Medium priority based on timeline - but no number as assigned to Dr. King. DMS Comm & Town Staff working with HS principal to see if students can assist with repair. Meeting was held on April 23 & tentative framework was set up for DMS collaboration. Jason to pursue setting up mock comp plan committee. 10/2 - Dr King suggested a smaller group & offered HS library. Council had discussed pro/cons - agreed to format & req video. NG offered their location with video & agreed to format. Agenda pulled from last JL meetings provided. (12/4) Joint workday project successfully completed on 11/1 between Excel Students, Town & Comm Endowment - via Carl, Sandy & Dean - with teachers Janet & Gail. <b>Next Step: 10/29 meeting postponed - revisit in Dec.</b> Council agreed to close 14 - 15 - 16 as originated in 1st joint leaders meeting & log new item for new meeting.

\*Status: O = Open C = Closed F= Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
35	Ordinance	C	M	16	02/22/19	Review the current <b>Medical Marijuana and Recreational Marijuana</b> (including shoreland) ordinances to incorporate changes created by latest Legislation passed.	-	Deb Cabana	-	09/04/18	03/05/19	The Maine Legislation passed LD238 effective 7/9 and LD1539 which will go into effect 90 days after the legislative session - updating various areas related to both medical & recreational marijuana. Under advise from the Town's Attorney, Gray instituted a complete Emergency Marijuana Moratorium with readings in the July & August meetings. Once updates are confirmed, changes identified in the Gray Ordinance, the Council will proceed with a repeal & replace of the impacted existing Town Ordinances. 9/18 Deb provided update indicating Doug & Alissa were working on draft for 10/16 meeting. Councilors & Staff attended MMA summit on 10/4, Alissa & Doug provided overview of State legislative changes at 10/16 meeting & Councilors provided feedback on options. Council reviewed Doug's bullet points & provided guidance (11/13) (1/8) Alissa Tibbets reviewed proposed changes with Council in 1st reading. (1/10) Planning bd held public hearing - no feedback. (1/22) TC held 2nd read/public hearing - voted to approve & extended moratorium. (2/5) TC moved to Med priority pending last step. <b>Next Step: New ordinance goes into effect in 30 days (2/22), Council to vote to rescind moratorium at 3/5 meeting.</b> Council rescinded moratorium as new ordinances are now in effect. <b>Item closed.</b>
51	Ordinance	C	M	4	05/15/19	<b>Tax Acquired Property Ordinance</b> needs changes to incorporate State Level legislative changes	-	Deb Cabana	-	03/05/19	04/02/19	Deb advised that the new State level changes adding steps to the disposal of tax acquired property for those residents 65 and older require new language in our ordinance. (3/19) 1st reading held - Sharon asked about a possible repeal of law. (4/2) Deb advised Alissa advised we proceed as repeal was put on hold for minimum of 1 year. <b>Next Step: 4/2 2nd reading held and ordinance changes approved by council to go into effect in 30 days. THIS ITEM IS CLOSED.</b>
41	Administrative	C	M	3	05/31/19	Review proposed 2018 changes to adopted <b>Bike/Ped Plan</b> - which will roll into <b>Comprehensive Plan</b> .	-	Town Council	-	09/18/18	05/21/19	Members of the Bike/Ped Committee presented an update on their work at the 9/18 TC Meeting and advised they have completed a review of the existing 2012 Bike/Ped Plan, conducted a Town wide survey and updated the language and identified their top 5 projects. The Council had previously discussed Public Works top priorities in the 9/10 TIF Workshop. It was agreed in order to approve the updates, a consensus on the top 5 projects should be reached. Part of that discussion should include MSAD15. 10/2 Sandy to request copy of document -Deb to make copies for Councilors. Dr. King sent feedback indicating MSAD interest in discussing sidewalks on Libby Hill and Gray Park. (12/4) Jason expressed concern with "TIF Funding" being listed as a possible funding source leading to improper use of TIF funds. Council to identify top infrastructure projects / budget priorities to better understand where bike/ped projects fall - 10/18 Budget workshop, 11/13 TC meeting, 11/28 TIF meeting & 12/18 budget meeting to provide more info. (1/22) See above item 40 comment - TC needs to update Bike/Ped plan to have more leverage with MDOT & MTA on projects & as part of the Comprehensive plan. Council to finalize top 5 projects via budget discussions & then approve update (with changes if agreed upon). (5/7) Council discussed. <b>Next Step: Council approved updated plan at 5/21/19 meeting. This item is CLOSED.</b>
59	Ordinance	C	H	2	07/18/19	Review & update <b>Medicinal Marijuana standards</b> in new Ordinance to ensure original intent is not restricted and Gray remains in compliance with State statutes.	-	Town Council	-	06/04/19	06/04/19	(5/21) Doug made presentation to Council identifying conflicts and restrictions created with (1) length of set back and (2) way the set backs were being measured which unintentionally eliminated selected locations for Caregivers. Council provided feedback. (6/4) 1st reading of Doug's proposed ordinance changes to (2) way set backs are measured. Doug advised it may still be too restrictive and Council may need to revisit, but solves immediate issue with Caregiver. Council approved. Planning Board held public hearing on 6/13. <b>Next Step: 2nd reading &amp; public hearing to be held at 6/18 meeting. Council approved &amp; will go into effect on 07/18/19. This item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
2	Budget	C	M	5	06/30/19	Create a new <b>Facilities Use policy</b> to review fees, identify when fees will be waived, identify process for 'in kind' donations.	-	Deb Cabana	-	01/02/18	06/18/19	During discussion prior to Fee Schedule approval, a question of whether or not local organizations incurring fee charges while working to raise funds to offset budget items should be exempt. Obtaining a legal opinion was suggested. Addtl situation has arisen with Rec Dept long standing agreement with "for profit" business to use volley ball court with reduced fee in exchange for work done by business (improvements/maintenance). Council agreed we need to (1) review fee structure for rec dept assets (2) need defined guidelines on when fees may be waived (3) need formal process to document agreements when fees are waived (4) identify CIP threshold for when donation can just be accepted vs need approval. Jason advised Committee will look at & Dean set Sept as target date - but will provide periodic updates to Council to ensure everyone is on same page. 8/7 Councilor Wilson provided update during Comm Repts regarding impact fees. 9/4 Councilor Wilson advised committee still working on it. 10/2 - Committe could not hold meeting for final review (11/13) draft of policy did not address all 4 items. (2/5) Comm has discussed parameters to identify content. (4/2) Jason advised Comm is close. Sharon brought up issue that vendor is currently await new procedure & may need to cancel program if delayed further. (4/16) Policy changes discussed at meeting with feedback provided. (6/18) Council reviewed updated policy & provided some addtl changes approved as amended. <b>Next Step: Deb &amp; Dean will finalize and publish and notify current users of change. This item is CLOSED.</b>
54	Administrative	C	H	5	07/02/19	Develop Interlocal <b>agreement with Raymond</b> to address remaining section of <b>Gore Road</b>	-	Town Council	-	04/02/19	07/02/19	(3/19) Deb provided background information regarding the remaining section of Gore Rd and current information on a proposed agreement between Raymond and Gray to repair/maintain that section of road. Gray would gift used lifts to Raymond, Raymond would use savings to put towards road repairs (along with funds from Rd Association & Raymond residents), Raymond would assume plowing of 2 miles of private roads which cost Gray \$9,200 annually (increasing each eyar) in exchange for Gray plowing a section of N. Raymond Rd. Steve estimates that is a 50% less costly (\$4,600) annually. Over time, Gray would recoup lift funds and continue to realize savings beyond. Jason rasied issues of legality - Deb advised both Gray & Raymone attorneys are invovled. (4/2) Dan has requested a formalized cost/benefit calculation to be made available when the agreement is presented to the Council. (4/16) Deb adv Raymond Board approved, Residents have deadline for petition signatures and funding obligations, and Raymond has set Town Meeting date. Bruce/Sharon also clarified their connections. (5/7) Council voted to move forward with both equipment gifting & interlocal agreement (with secession wording added). (5/21) Sharon advised road assoc & resident signatures/funds have been collected. (6/4) Raymond residents approved via Town meeting. (7/2) Final agreement approved by Raymond reviewed and approved by TC. <b>Next Steps: Agreement to be reviewed &amp; voted on at 7/2 TC meeting. This item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
B	Comp. Plan Update - breakout of tasks for Item 11	C	H	1	07/01/19	Define scope, goals, composition of <b>Comprehensive Plan Committee</b>	Town Council	Town Council	Town Council	03/06/18	09/03/19	Town Staff suggests a discussion regarding the Committee. Council agreed specific demographic profiles would be necessary to ensure a solid representation of as many viewpoints as possible. Doug to draft some suggestions. (9/18) Council agreed to hold off until after Heart & Soul presentation. (11/13) Council discussed & agreed that the immediate priority is setting up the Committee and Heart & Soul should not be pursued at this time. Dan also requested a timeline be created to assist with benchmarks & planning. <b>Heart &amp; Soul liaison has offered to assist us with Comp Plan Committee free of charge.</b> (1/8) Doug provided write up of scope, characteristics, options to Council. Council provided feedback. (1/22) Council provide add'l direction on (1) application and (2) Charge. (2/5) Doug's draft was reviewed with feedback provided. (2/19) Add'l changes discussed (3/5) Council approved docs. Town rec'd 10 applications, Council agreed to extend deadline to 5/16/19 to seek more. (6/4) Committee selected (9/3) Committed has held several meetings & elected a chair. <b>Next Step: This sub-task is considered CLOSED.</b>
26	Comp. Plan Update/ Conservation Plan	C	H	1.2	11/01/20	Create a plan/policy to address open space in a <b>Open Space plan</b> . <b>Dependent on #11, O/H/2</b>	Town Council	Deb Cabana	Dean Bennett	03/20/18	09/17/19	This task is dependent on the Comp. Plan green space inventory chapter. Awaiting inventory chapter for Comp. Plan. Prioritization will be done at that time. 10/16 Council discussed and agreed to prioritize as H2. (11/13) Due to M11 going back to Rec Comm, they will be unable to work this item. (1/8) Deb provided meeting minutes for a Staff meeting held on 12/20 with 2 land trust representatives & reps from local groups. (1/28) First public forum held with Alan Stearns & Lucky D'Ascanio leading - notes taken & presented at 2/5 meeting. Sign up sheet of attendees to be provided. (1/28) Council discussed website options - Jolie to review & agreed additional meetings are needed. Dean meet with Alan & Lucky this week. (3/19) Dean provided update & next steps and Council approved moving forward. (7/2) Dean has been on vacation - Deb to follow up. (9/3) <b>Council rev 3/19 approval of committee &amp; Dean's assigned task to develop the Committee charge.</b> <b>Next Step: Council approved Open Space charge, Committee size, approved Anne Gass as the liaison and appointed applicants. This task is considered CLOSED.</b>
47	Joint Leaders	C	H	3.2	09/30/19	Set up <b>meeting with MSAD15 and NG personnel</b> - regarding Solar	Town Council	Sandy Carder	Sandy Carder	02/19/19	09/17/19	This item replaces items #14, 15, 16 - which dealt with first joint leaders meeting held in 2017. Council identified (1) shared communication (2) Internships (3) sidewalks (4) solar array (5) budget - as items for discussion. (3/5) Bruce has sent a note to Dr. King. (6/4) Council agreed Solar Workshop would be likely next joint discussion. (7/2) MSAD set for Revision presentation in July. (8/6) Sandy attended MSAD15 Facilities meeting & reported back to full Council. (9/17) <b>Sandy advised MSAD needs more time to contemplate their approach to solar.</b> <b>Next Step: Council will await further contact from MSAD. This task is considered CLOSED.</b>
33	Ordinance	C	M	5	09/30/19	Update <b>Smoking Ordinance</b> in Gray to incorporate electronic cigarettes and other tobacco products.	ME DHHS	Town Council	Town Council	06/19/18	09/17/19	Karlene Hafemann, Community Health Promotion Specialist for Dept of Health & Human Services presented information to the Council at the 6/19/18 meeting. She advised the new signs could be provided free of charge if we update the ordinance to better enforce. Our ordinance is solid, but needs new forms of tobacco delivery included. MSAD15 has agreed to update their policies so good time to coordinate and also better in the summer months. Council agreed to proceed. (12/10) Karlene sent follow-up to Deb. Deb advised new (free) signs contingent on passed ordinance. Council agreed having in place before Spring advisable. (3/5) OAC provided priority order of outstanding items & this was included. (4/16) Sharon expressed concern with the delay on this item & pending Spring facilities use. (5/21) OAC discussed and found needed changes to boilerplate lang provided. (7/2) OAC set for 7/10 & this is on agenda. (8/6) Changes to be included in 9/3 meeting. (9/3) 1st reading held. (9/17) <b>PB reviewed &amp; held public forum 9/12. Council had 2nd reading &amp; public forum 9/17.</b> <b>Next Steps: Approved at 9/17 meeting - in effect in 30 days. This task is considered CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
45	Ordinance	C	M	7.1	09/30/19	Review 'multi-tenant' standard within <b>Sign Ordinance</b> for RRA Zone	Doug Webster	Town Council	Town Council	02/05/19	09/17/19	(2/5) State has approached Town regarding a waiver for a much larger sign for the Wildlife Park. Council is not willing to provide a singular waiver for State property and is cautious about changing ordinance outright as RRA covers a good portion of the Town. State is currently not willing to allow a "Dry Mills Schoolhouse" sign; however, IF that sign was added and one for the IF&W building, the sign would be considered a "multi-tenant" sign and new standards could be developed for that category. (3/5) OAC provided priority order of outstanding items & this was included.(3/19) Kurt from ME WP presented add'l info and advised adding DMS sign was acceptable. The cost of \$500 was identified. He also advised the lease will need to be updated which may be a good time for Town to extend term. (4/2) Sandy advised DMS committee has already raised funds for new signage. (5/21) OAC had prelim disussion at May meeting. (6/4) OAC provided feedback - back to Doug. (7/2) This discussion has been expanded to include other sign related issues - but will now be split out on the Tracking list. OAC/Planning Bd support tailored approach for this one sign. (8/6) Changes to be included in 9/3 meeting. (9/3) 1st reading held.(9/17) PB reviewed & held public forum 9/12. Council had 2nd reading & public forum 9/17. <b>Next Steps: Approved at 9/17 meeting - in effect in 30 days. This task is considered CLOSED.</b>
48	Ordinance	C	M	6	11/15/19	Create a new Ordinance to <b>waive excise fees for active duty military personnel</b>	Sandy Carder	Deb Cabana	Deb Cabana	02/19/19	10/15/19	A resident has asked if the Town would consider this ordinance. State statute allows for waiver IF active duty personnel are deployed for 180 days or more. Council agreed they would support an ordinance. (9/3) Sandy pointed out this change is dependent on specific state statute so OAC/Town planning dept probably not needed. (9/17) Deb advised the ordinance is very specific and Alyssa has reviewed. (10/1) TC held first reading & approved. (10/15) 2nd reading & public hearing held. <b>Next Step: Council approved 10/15 - will go into effect 11/15. This item is CLOSED.</b>
C	Traffic - <b>MTA - break out tasks for Item 24B</b>	C	M	1.2	10/30/19	<b>Rt 26 (Shaker Rd) Bridge Resurfacing</b>	MTA	Deb Cabana	MTA	01/22/19	11/12/19	(1/22) Dan brought up the option to take a more aggressive approach with MTA to force them to provide Bike/Ped space on this bridge. Rep. Austin had rec'd a similar request from Brad Fogg and advised MTA is not reconstructing the bridge, but resurfacing it; thus, they cannot expand it. TC had been told this in our last meeting. The idea is to apply pressure and let them know how serious we are about accommodating our requests. It was pointed out that approving a Complete Street Policy (item 40) and updating the existing Bike/Ped plan (item 41) are in TC court & would give us more leverage; as would, funding the engineering for Rt 26 Village project to include sidewalks across the bridge. TC agreed those steps are important. Jason suggested requiring them to add State law 3 feet signs and Sandy suggested asking them to narrow the travel lanes from 12 feet to 10 feet to slow traffic & provide 4 add'l feet for Bike/Ped passage. (2/19) Council agreed to have Deb go to MDOT (1) state we want 10 foot striping instead of 11 foot (agreed on by MTA) and (2) check if there is a rule requiring breakdown lanes vs. raised sidewalk on bridges. (3/5) Mr. Mills advised they would approve a 10 foot lane, but there is an appeal process. Council agreed to pursue the appeal. (3/19) Town Staff & Engineer provided feedback on appeal process and likelihood of defeat. Council agreed to not pursue. (4/2) Council wants to confirm MDOT will stripe at 11 feet vs. 12 feet. (4/16) Deb obtained confirmation on 11 feet striping - project to begin this month. Project is underway. (10/15) Dan suggested req. side rumble strips - but due to cost and possible diff safety issues (cyclist), Council agreed to follow-up with DOT on agreed upon striping. Project is wrapping up but appears will go a couple more weeks. (11/12) <b>This project is complete - item CLOSED</b>

\*Status: O = Open C = Closed F= Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
64	Administrative	C	M	5	12/03/19	Complete annual <b>review of Council Rules</b> for updates.	Council	Council	Council	08/06/19	12/03/19	(8/6) Sandy requested any council rule proposals be submitted for consideration in at 8/6 meeting - discussion included formatting changes, language clean-up, november meeting schedule, packet submission schedule (which was out of synch with chart being used) and new language around chair responsibilities and staff/legal time. Straw poll on formatting, nov meet & submission timeline was held - 5-0 on all. Addt'l info was req on social media & staff/legal time language. (9/3) Vote & further discussion was set - but tabled as Anne was not at meeting. (10/1) Vote taken for repeal & replace to include 3 areas of changes passed. Addt'l discussion and straw poll on social media and addt'l VC chair language were held 5-0 support. Addt'l changes requested on staff/legal time language. (11/12) Council approved VC language and social media rules, and provided feedback on legal/staff time language. <b>Next Step: Anne to update &amp; submit to Deb/Sandy for 12/3 agenda vote. (12/3) Final vote taken - this item is CLOSED.</b>
53	Ordinance	C	H	8.1	04/01/20	Review existing <b>Senior Tax Relief Programs</b> to determine if a program will work for Gray - creating ordinance, forms & procedure.	Sharon Young	Town Council	Town Council	04/02/19	01/21/20	(3/19) Sharon presented a draft ordinance and program information to Council under Discussion item and requested a 1st reading be placed on 4/16 agenda. (4/2) Sandy advised she has questions and requests for more information and asked if it would be better to handle as discussion item on 4/16 and 1st reading on 5/7. Sharon wants to proceed with 1st reading. (4/16) Sharon advised she would like to table to a workshop given it was not included in the budget. She also advised contacts in Cumberland would be willing to do a presentation before the Council. (6/4) Council rec'd presentation from Cumberland Councilor & discussed. (6/18) Council discussed possibility of using addt'l revenue from state, but majority did not support. Agreed to work on parameters/policy to consider in next budget cycle. (8/6) Workshop held with feedback provided. (9/3) Sharon provided demographic/program info from other towns. Anne sent some info on assest testing - Deb is working on pulling addt'l data as well. (10/1) Council discussed at workshop providing feedback on parameters. (11/12) Majority of Council came to consensus on parameters for program with Sharon updating document accordingly. Disagreement on next step. Majority want to hold off on official reading/votes until after budget cycle to ensure funding in the 1st year is possible. Sharon insistes on a vote in Dec meeting. (12/3) Council reviewed final language & provided some changes. (12/17) Council agreed to move one req change to ordinance to application. (1/7) Majority of council approved 1st reading. <b>Next Step: Public forum &amp; 2nd reading set for 1/21 meeting. (1/21) Final vote taken - goes in effect in 30 days - this item is CLOSED.</b>
73	Administrative	C	H	7	04/01/20	Update <b>Committee Policy</b> to address <b>quorum &amp; residency</b> requirements	Dan Maguire	Dan Maguire	Dan Maguire	02/18/20	03/10/20	(2/4) Council discussed various typographical changes needed to the policy as well as consistency in listinb information on the website. Agreed Dan could just work directly with Jolie on those changes. Also, discussed issues being experienced in the area of quorums when many committees are not taking official votes all that often (and many have no finances). Agreed official meetings could be held without quorum, but any official votes would still need them. Also, Blueberry Festival Committee requested an exemption to allow non-Gray residents to volunteer for the Committe. Council agreed. <b>Next Step: Dan will add language to address the quorum and residency changes and submit to the Council for a vote. (3/10) Council approved changes - this item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
40	Administrative	C	M	5	03/15/20	Review a <b>Complete Streets Policy</b> & approve acceptable policy - which will roll into <b>Comprehensive Plan</b> .	Bike/Ped	Town Council	Town Council	09/18/18	04/21/20	Members of the Bike/Ped Committee presented an update on their work at the 9/18 TC Meeting and advised they have developed a Complete Street policy for Gray. They advised that the MDOT and several other communities have adopted complete street policies and Councilors discussed how it has come up when planning large road projects with MDOT/MTA. It has been submitted to Town Staff for review and feedback. Council discussed prioritization in content of whether part of comprehensive plan or stand alone item. Agreed to "medium" to start off. (1/22) TC discussed concerns with RT 26 bridge replacement which excludes bike/ped. One issue if Town needs to approve CSP before mandating MTA do the same. Would give us more leverage. (5/21) Council agreed to move up to M3 and to approach as a policy rather than ordinance changes. (8/6) Anne req this be added to an Oct agenda. (10/1) Council agreed to add to 11/12 workshop. (11/12) Council discussed and provide some initial feedback. (12/17) Anne & Dan to discuss 12/18. (1/7) Council reviewed and agreed next step is for Anne to present to the Planning Board for their feedback. (2/18) Anne reviewed with PB - they had some feedback but felt it was above their responsibilities as it was not translated into ordinances which is what they apply. (3/24) Anne has submitted to Deb. <b>Next Step: Deb sent to Alyssa for a review. (4/21) Council approved policy with 1 minor change - this item is CLOSED.</b>
39b	Administrative	C	L	2	07/01/20	Consider the formation of a <b>Cable TV Committee</b> .	Deb Cabana	Deb Cabana	Brad Fogg	09/18/18	04/21/20	Although the Council decided to join the GPCOG coalition to hire one law firm to represent all member Communities in the contract negotiations, the Council did agree to consider a long term Cable TV Committee. This item is pulled from item 39a. (6/18) A community meeting was held to determine if there is enough interest to form a committee to assist the Town with the TV station. (9/3) Deb advised Randy Viser will make presentation (9/17) Randy presented info to council. (10/1) Deb/Anne to work to clarify if Randy has volunteers for a committee. (11/12) Deb is reviewing proposed Comm charge & will have ready to present to Council at Dec meeting. (12/17) Council rev initial draft of committee charge with conversation with Brad. (3/10) Dan provided revamped charge to Brad. Brad/Randy to review & finalize. Sandy provided timeline to get on the 3/24 agenda. (3/24) Council approved the charge for the committee. <b>Next Step: Brad/Randy to submit volunteer applications for 4/21 meeting. (4/21) Council approved Randy Visser's application and will see Brad's at the 4/28 meeting. This item is CLOSED.</b>
A	Comp. Plan Update - breakout of tasks for Item 11	C	H	1	11/01/20	<b>Inventory Chapters / map</b> updates from GPCOG	Town Council	Deb Cabana	Northstar	03/06/18	06/02/20	Request for GPCOG estimate to provide inventory chapter updates which was provided via e-mail. Discussed in budget & 3/6 TC meeting. 1 mth/\$5,000 per chapter from GPCOG, 20K avail now - TC gave staff the green light. Doug Webster provided a GPCOG contract update/timeline for their chapters. 9/18 - (4) draft chapters have been provided by GPCOG & Doug is working on locating a Map for the recreation dept to begin identifying open spaces. (11/13) Doug advised all chapters have been received and are being reviewed by staff. GPCOG is still working on map. (1/8) Doug advised chapters are done & with staff for review. GPCOG is on target with projected timeline for map. (2/4) update provided to Council - Committee to work on review/update to inventory chapters. (4/21) Doug/Kathy advised Town Staff has reviewed and updated all but one chapter which should be done in the next week. <b>Next Step: Staff to finish, send to GPCOG to be incorporated in 1st draft of plan. (6/2) CPSC has completed the first draft and submitted it to the State. The inventory chapters are considered closed - thus this item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
58	Ordinance	C	H	11	06/15/20	Review existing <b>Livelong Living Committee</b> to determine if a program will work for Gray - creating ordinance, forms & procedure.	Sharon Young	Town Council	Sharon Young	06/04/19	08/04/20	(6/4) Council rec'd presentation from Cumberland Councilor & discussed. Council agreed an "Aging in Place" Program is separate from the Senior Tax Relief Program and could be pursued independently. (6/18) Council discussed further and agreed to looking at next steps in a workshop. (8/6) Workshop held with agreement this needs to be an organic citizen effort - not Council or Town Staff. Gray's needs are likely different than other towns and it is unknown which services/programs would be most needed. (10/15) Sharon advised she will not work on until after tax relief program is finished - est Dec/Jan. (12/3) Sharon advised there are a couple residents will to start affiliate committee. Sharon had requested info from Sec. of State office on voter registrations which would require Council approval. She advised she re-submitted application & will keep Council apprised. (12/17) Sharon advised there may be a grant opportunity to help set up programs. Council agreed to review material. Also, advised more discussions are ongoing regarding pilot communities for programs. (1/7) Grant appl was not completed in time for inclusion in packet, but was presented with req to add to agenda. Council approved pending addtl changes which Anne was to submit to Sharon and upon condition that the Committee discussion occur at the 1/21 meeting. (1/21) Sharon advised she was not submitting 2/15 Grant. Council ran out of time so was pushed. (2/4) Council discuss pilot prog but due to staff req, grant app deadline being 2/15 & addtl budget impact - to decline. Another option will be presented at 2/18 meeting. (2/18) Council agreed s/b an affiliate Committee for now. (3/10) Grant for outreach was approved. Committee is finalizing survey with 4/1 target date. Unfortunately, the shared Community Coordinator grant was not approved. (4/21) Survey is ready to be mailed. (4/28) Sharon adv survey has been mailed out. (5/5) Sharon adv they have rec'd quite a few back with some good results. She has also fielded some calls. (7/21) St. Joe's college is tabulating results. <b>Next Step: Await survey responses - target is 3 weeks for the online survey availability. (8/4) Council agreed there is no further work for them until Committee provides survey results and reqs asst formally. I budget placeholder will be logged. This item is CLOSED</b>
68	Ordinance	C	H	5	10/15/20	Review proposed <b>Local Food Rules Ordinance</b> for implementation.	Local Food Rules Committee	Town Council	Anne Gass	12/17/19	09/15/20	(12/3) Local Food Rules Community Group presented their proposed ordinance and provided some first hand experiences currently happening in Gray. Provided information on how the ordinance could assist with economic development and assist the many homestead farmers in Gray. (12/17) Council discussed and support moving it forward for more discussion. (2/4) Council provided some general feedback on ordinance, issues with continuity to other ordinances and process (DAC route as starting point - or allowing group to do updates to move it along faster). Majority of Council felt it was important to move along as soon as feasible given the economic impact it can have on Gray. Agreed that Anne would compile specific feedback. (2/18) Councilors provided feedback.(4/21) Draft updated ordinance has been sent to Alissa. (4/28) Sandy adv Anne working on edits with group (5/5) Anne provided update on action since last meeting - updated version will be reviewed at next meeting. Group is requesting 'emergency' status due to the covid-19 situation. (5/19) Anne reviewed changes. Council had no feedback - majority supports. Did request more detail on level of risk identified by Alyssa on 2 provisions. (6/2) Council removed reference to Farmers Markets and approved on emergency basis. (7/21) Council extended emergency ordinance with Farmer's Market addt. Discussed proposed changes and agreed substantive. (8/4) Council rev addtl changes and agreed to move forward with them. (9/1) 1st read - council approved.(9/15) Council ext emergency to bridge gap in timing. <b>Next Step: 2nd reading set for 9/15 with public hearing. Will need to extend emer. ordinance again. (9/15) 2nd reading &amp; Council approval - ordinance will go into effect in 30 days. This item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
79	Ordinance	O	H	11	10/15/20	Update Mobile Vendor Ordinance to accommodate Food Trucks	Sandy Carder	Deb Cabana	Kathy Tombarelli	06/02/20	09/15/20	(5/19) Council discussed the fact that Food Trucks do not really fit in the Mobile Vendor Ordinance as they are more short term. Council agreed the ordinance needs to be updated as it was last looked at in the 90's and Food Trucks are a large part of the small business economy, allows for more food options for residents and are used to start new restaurants in some cases. OAC has a large list to work on. Kathy volunteered to take the lead. (6/16) Kathy pulled together some ordinances for the Council and asked some questions to obtain high level consensus and guidance on next steps. (7/21) Council reviewed draft from Kathy. (9/1) 1st read & council approved. <b>Next Steps: 2nd reading &amp; public hearing set for 9/15. (9/15) 2nd Reading &amp; Council approved - ordinance will take effect in 30 days. This item is CLOSED.</b>
38	Administrative	C	L	3	11/03/20	Prepare for mandatory Charter vote set for Nov. 2020.	Deb Cabana	Deb Cabana	Deb Cabana	09/18/18	11/17/20	Deb advised that a mandatory election question will need to be presented to the voters at the Nov 2020 election providing the option to (1) revise the Town Charter or (2) Keep it the same. (1/21) Deb advised Council needs to discuss if there will be any changes & that can be done any time. If changes are wanted, then a committee has to be formed (if substantive). (2/4) During prep for discussion, Deb/Sandy identified a discrepancy between State Statute and the Town's Charter related to how/when the 10 year questions must be posed to residents. It is not a substantive change. Deb adv Alyssa agreed a Charter amendment to fix the text issue can be done in June. There is a minimum voter turnout requirement. (4/21) Council set public hearing for 5/19. (7/21) Voters approved correction. Council made official. Will likely need Charter change as part of Town Manager job description work. (9/1) Alyssa advised that Job Desc changes are considered an amendment so Council can just put to voters in June without a committee. (9/15) Council approved ballot question. <b>Next Step: Will appear on Nov 3rd ballot. (11/17) Voters voted against a Committee on 11/3. This item is CLOSED.</b>
C	Comp. Plan Update - breakout of tasks for Item 11	C	H	1	11/01/20	Identify strategy / approach for Communication with Residents - best practices for engagement - and ways to encourage attendance at workshops, brainstorming, committee meetings, etc.	Town Council	Town Council	Northstar	03/06/18	11/17/20	Anne Gass provided info on Orten Family Foundation which works with rural towns in the area of resident engagement & communication. Council agreed to investigate further when time comes (Bucksport has used). Bruce provided an update regarding the Heart & Soul informational session at GPCOG. 9/18 Doug presented council with overview from discussions with GPCOG/Heart & Soul and Windham. Heart & Soul facilitator to present via 1hour workshop at 6pm prior to Oct 16th meeting. (11/13) Council discussed & agreed Heart & Soul should not be pursued at this time. (1/8) Discussion held between Council & Doug on possible options. (2/5) Doug reached out to Jane & to Ben from Windham - any contract for a facilitator will include outreach. (2/19) Parameters provided for refined proposals from both Jane/Ben. (3/5) RFP to go out this week. Town rec'd 1 proposal. Council voted to accept proposal. (6/4) Contract reviewed & approved. (8/6) There was some discussion regarding meeting minutes which will be discussed further at a future meeting. (9/3) Northstar had a booth at the Blueberry festival and has issued their first survey to residents. (10/15) Chair/VC provided update presentation to Council & public. (11/12) Visioning session held 10/19 & 10/22. (11/12) Committee will be moving into land use after first of the year, will begin videotaping meetings to ensure control of content. Deb looking into new table mics to prevent impact to Committee's work. (1/21) Comm has released 1st land use survey & set up public forum. (1/29) Open house held. (5/5) Ben prov upd on Covid-19 impact to timeline at 4/28 meeting. Comm/Ben prov upd at 5/5 meeting. Have new timeline to stay on Nov ballot. Council disc comm strategy.(6/2) Card sent to all residents, workshop held 5/26. Councilors approved state submission form. (9/1) State prov feedback & complete & consistent finding on draft plan. (9/14) Public Hearing held. (9/15) Council approved plan & ballot question. (10/6) Council disc add comm options <b>Next Step: Voters to weigh in 11/3. (11/17) Voters approved 79% on 11/3. This item is CLOSED</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
11	Comp. Plan Update	C	H	1.1	<a href="#">Detail Tab</a>	Evaluate options to update current <b>Comprehensive plan</b> including budget impacts to determine best course of action and set timeline. <b>SEE SEPARATE TAB - FOR DETAILS</b>	Town Council	Deb Cabana	Northstar	01/22/18	12/01/20	Council has identified an update to the Comprehensive plan as a top goal. After reviewing the existing plan, feedback from the State planning office & various other State agencies and new Comprehensive plan policies & requirements, Council requested input from GPCOG which was presented at the Jan 8th TC Workshop. Town staff will work with GPCOG to develop possible options (with budget inputs) for moving forward. Options presented to TC (2/20). Council also agreed once step identified, will move this item to own tab/break out individual tasks/due dates. (11/13) Doug provided updates - see detail tab. (1/8) Doug provided update on committee options. (1/22) Council discussed & provided addt'l instructions to Doug. (2/5) & (2/19) see updates. TC approved docs at 3/5 meeting. (5/30) Workshop held (6/4) Action taken (8/10) Northstar-Comm were at the Blueberry Fest (10/15) Chair/VC of Comm provided update presentation. Visioning session held 10/19 & 10/22. (1/7) Sandy advised Ben will present an update to the Council at the 2/4 meeting. (1/21) CPC has released land use survey & held open house 1/29. (2/4) Update to Council (4/21) Due to Covid-19 the Committee has fallen behind on the draft plan. Ben provided 3 options for moving forward to Council. More info is needed from the committee on the options and their comfort level with the options. Generally speaking, the Nov elec is still a goal, but there is a risk it will not happen & concern with residents being able to fully engage/support the plan. (5/5) Comm prov update on plan & Council agreed to send postcard to every Gray resident. (7/21) Update provided to council on next steps & current status. (8/4) Council discussed & voted to process addt'l \$3,500 payment to Northstar for unexpected scope. (9/1) State has issued a complete & consistent finding for the draft plan. Council prov feedback on Comm's planned outreach. (9/14) Public hearing held (9/15) CPSC presented results & changes from public hearing & advised they felt an addt'l public hearing was not needed. Council voted to approve Comp Plan with changes discussed in meeting & approve ballot question.(10/6) Updated plan has been posted to website & blast was sent out. Council sugg electronic signs, more e-mail blasts, social media posts, contacting LRW newspaper and large sign at the Transfer Station for addt'l communications. (11/17) Voters appr by 79% on 11/3. Deb confirmed no addt'l steps needed. <b>Next Step: Council will discuss implementation plan 12/1 (12/1) This item is closed - with a new item being logged for implementation. This item is CLOSED.</b>
71	TIF Goal / Budget	C	H	5	12/31/20	Amend <b>Route 100 South TIF</b> to address funds	Town Council	Town Council	Town Council	02/04/20	12/01/20	Council has met several times in Executive Session to discuss the Route 100 South TIF. (1/21) Council held Workshop with Water District to review status. As currently defined, the money collected in this TIF fund cannot be spent as no current project meet the definitions. If Town does not rectify, could face issues with the state including retroactive reassessment of state revenue sharing and fines. Other Towns have faced these situations. Council has two options (1) amend the TIF to expand definition to include new project and allow to expire as written (2) amend the TIF to expand def to incl new project and close down early. During the workshop GWD & Council agreed the Rt 115 project would be the best option as it is a high priority, safety issue, critical to the Village and includes water line upgrade and stormwater infrastructure. The issue of timing - when would the MDOT be ready to work on the project, when would plans be ready & MPI timing were discussed. Agreement was to ask Alyssa if we could (1) amend to include RT 115 project and (2) set a new expiration date - not full term but not close immediately - likely 3-4 years. (2/4) Deb adv Alyssa said it is possible, but needs to review detail with Council. (3/10) Agree reach, Amend TIF to include Route 115 project and addt'l list of top 4-5 WD priorities. Leave term intact but add verbiage to close the TIF once money is expended. Letter to ME CEDC would be done to address outstanding bond at closure. (3/24) WD sent priorities to Alyssa, but Covid-19 has taken priority. Council voted to set public hearing 4/21 to give more time. (4/21) Council moved public hearing to 6/2 meeting. (4/28) Council rev warrant article. (7/21) Voters approved funding (10/6) State submission is complete. (11/17) Deb adv State needed a few updates. <b>Next Step: Awaiting State approval. Council to set up workshop to discuss project. (12/1) State has approved the amendment. Route 115 project already logged separately. This item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 02/16/21

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
72	Ordinance	C	M	5	12/31/20	Update <b>Fireworks Ordinance</b> to address Chinese <b>Lunar New Year</b> celebrations	Deb Cabana	Council	Deb Cabana	02/04/20	01/19/21	(1/21) Council reviewed request from local business to approve the use of Firecrackers to celebrate the Chinese New year. Council approved but agreed if it is an annual event, the fireworks ordinance should be modified as needed. (2/4) Council agreed to add to tracking spreadsheet & Deb advise the correct terminology is Lunar New Year which can change dates.(7/21) a couple other issues were mentioned in 7/21 meeting - July 4th schedule, variance for CL Association to use propellant gun to address geese issue based on recommendation by IF&W. (9/1) Alyssa is checking to verify the propellant gun is actually considered a firework. (10/6) Sharon shared info she obtained by contacting a State biologist about options for controlling geese and feedback on the propellant gun. (12/1) Council discussed submitted changes (1) Asian New Year addition - agreed (2) propellant gun use for geese control on CL - agreed likely not a firework and thus not under Council purvue, agreed Alyssa to finish research to confirm (3) reduction/change in July 4th dates - agreed to leave as is (4) Ban fireworks - did not support (5) new signage to assist with enforcement - agreed budget issue to be considered then, if brought forward. (1/5) Council held 1st reading/public hearing. <b>Next Step: Deb to work with Alyssa on legal issue related to geese. 2nd reading set for 1/19. (1/19) Final approval &amp; will go into effect in 30 days - This item is CLOSED.</b>
85	Ordinance	C	-	-	03/01/21	Add <b>Farmer's Market</b> as use to <b>Ordinance</b>	Kathy Tombarelli	Kathy Tombarelli	Kathy Tombarelli	08/04/20	01/19/21	(8/4) Item came out of work on Food Sovereignty & Food Truck Ordinances. Kathy presented info to Council seeking input. (9/1) Council provided additional feedback on updated proposal. (11/17) Draft changes discussed and sent to 1st reading. (12/1) 1st reading & public hearing resulted in substantive changes based on public feedback - sent back to 1st reading. (1/5) 1st reading & public hearing held - sent to 2nd reading <b>Next Steps: 2nd reading &amp; public hearing set for 1/19 (1/19) Final approval &amp; will go into effect in 30 days - this item is CLOSED.</b>
1	Budget	C	H	5	12/01/20	Installation of <b>LANDFILL Solar Arrays</b> on Town Property.	Sandy Carder	Sandy Carder	Revision	01/02/18	02/02/21	There are financial costs assoc with a solar array. Deb has obtained copies of So Po RFP and set up meeting with Cumberland & Town Staff to review (3/22/18). Also, Deb has advised Gray has a new 5 yr electricity contract - which was renewed in 2017. Deb provided Sandy with some info from Cumberland. Deb & Sandy along with Town Staff attended Solar Array tour in So. Portland. Sandy gave overview of some info provided by Cumberland & So. Portland & advised there are some IB students/teachers willing to do some leg work for us. Also, So Po cost was approx \$17,000 up front. Sandy met with Steve Nystrom at HS on 11/15. (1/8) Sandy spoke to Tony Plante & he advised Windham has solar on fire station (and it has exceeded expectations) & is still working on landfill option CCed person handling. In addition, SoPo is leading a community group to advocate for environ. changes & Council agreed to have Deb reach out on behalf of Gray. (1/22) Sandy advised Windham is interested in staying in the loop as they are at the same point as Gray & may be will to partner. (2/5) Deb & Sandy attended Kennebec Water Treatment Solar Array event - spoke to Revision Rep & advised they do Prelim review to ensure landfill meets minimum requirement and that they evaluate ALL Town property in their bids. (2/19) Sandy advised Revision has target date of end of Feb. (3/5) Nick provided options in meet w Town Staff & Sandy. (3/19) & (4/2) Addtl' info prov (4/16) Sandy adv Windham is not able to participate at this time. SAD rec'd material, await meet, RFP ex rec'd, neoprene not an issue. (6/4) updates prov (7/2) Options/updated rev at workshop. Maj of Council supports proceed with an array on the landfill. (8/6) Sandy prov updates from MSAD15 Facilities meeting. Straw poll taken with majority in support of Letter of Intent with Revision in lieu of RFP - unless MSAD15 requires RFP. (9/3) MSAD meet 9/4 (9/17) Sandy advised MSAD needs more time. (10/1) LOI executed, site walk done. (10/15) Council voted to accept executive PPA summary & proceed with the project. (11/12) Council approved PPA contract. (12/17) Revision dropped KWH rate due to savings - Council approved PPA amendment. (3/10) PB req clarification on applicant status - Council appr Revision as agent of town. (4/21) Kathy expects sub 4/22 for next PB meet. (4/28) Kathy adv app rec'd & site walk set to address some minor issues. (8/4) Council appr easement. (10/6) prog shared & Sandy adv of new PUC app CMP/Telephone fees. (11/17) Council app PPA Amend (12/15) Deb advised she has officially signed the agreement with the new owner of the Solar Array - Wish Camper LLC. <b>Next Step: Construction is complete - awaiting CMP to turn on array. (2/2) Array is operational and Staff has reviewed billing with Revision - this item is CLOSED.</b>

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 11/17/20

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
3	Administrative	C	-	-	-	Review & discuss whether or not the Town would like to move to using <b>Mason's Manual</b> in place of Robert's Rules.	-	-	-	01/02/18	01/02/18	During discussion prior to approving Town Council Rules, the use of Robert's Rules vs. Mason's Manual was raised. The Town Attorney advised that most Legislative bodies use Mason's Manual which is more tailored to that type of work than Robert's Rules (including the Maine State Legislature). <b>No action taken, Council decided current Roberts rules are sufficient.</b>
6	Economic Development	C	-	-	-	OTT Communications has approached the Town with an offer to help <b>expand fiber</b> to more areas of Gray.	-	-	-	01/22/18	01/16/18	Via a presentation, OTT Communications provided an overview of upcoming fiber upgrades in the Village area (funded by OTT). They proposed an agreement where the Town would provide reimbursement/TIF funds to allow further expansion along Route 26. Council expressed concern with costs vs. benefits and agreed it was something to look at more fully during the budget process. <b>Council closed this item as this specific proposal will no longer be considered. If OTT has a new proposal, they may submit for consideration in the future.</b>
19	Ordinance	C	-	-	-	Review necessity of developing a Town specific <b>Sex Offender Ordinance</b> .	-	Deb Cabana	-	02/06/18	02/06/18	An inquiry was received regarding whether or not Gray had a Town specific sex offender ordinance. It does not. Bill Dale provided additional information regarding the State Statute which imposes allowable restrictions. Towns can develop an ordinance to add an additional location restriction for living arrangements; however, it must follow the State allowed restriction. Alyssa Tibbetts provided more information during the TC meeting/via e-mail. Council agreed State Statute was enough at this time. <b>Item will be considered closed.</b>
14	Joint Leaders	C	M	14.1	02/28/19	Set up a working session between the three <b>website administrators</b> to discuss current setups, identify possible cross-link opportunities and/or ways to expand communication for all 3 groups.	-	Deb Cabana	-	01/22/18	02/19/19	During the first Joint Leaders meeting held on 11/27/17, the three groups identified expanding communication as one area of collaboration & benefit. It was agreed, a meeting would be set up between the 3 website administrators to look at each groups' website/communication streams. The next Joint Leaders meeting will be in May. Deb advised that NG does not have a 'webmaster' currently & Gray is in the process of hiring a new one. Gray has hired new Website administrator who will start March 19th. 10/2 - Dr King suggested a smaller group & offered HS library. Council had discussed pro/cons - agreed to format & req video. NG offered their location with video & agreed to format. Agenda pulled from last JL meetings provided. (12/4) MSAD15 has sent an e-mail indicating they want to partner with Council on possible school sidewalk projects. Jason also asked if 'presentation of school budget' could be discussed at meeting. <b>Next Step: 10/29 meeting postponed - revisit in Dec.</b> Council agreed to close 14 - 15 - 16 as originated in 1st joint leaders meeting & log new item for new meeting.
57	Administrative	C	M	16	07/01/19	Review issues raised by <b>Child Care</b> Director regarding <b>space issues and conflicts with other programming</b>	-	Deb Cabana	-	04/16/19	05/07/19	Sharon requested this be added to the Tracking Spreadsheet to be discussed at a future workshop (based on priority list). Town Manager requested this item be closed as it is Administrative & under her purview. Council agreed with a footnote added under item #17 Community Center - Future list with caveat that Manager will bring forward any policy issues as needed. <b>Next Step: Deb will review discussion with Child Care Director and provide additional feedback. THIS ITEM IS CLOSED</b>
63	Administrative	C	-	-	-	To create a <b>balloon ordinance</b>	Sharon Young	-	-	09/17/19	09/17/19	Sharon presented information about the negative impact of single use plastics such as balloons on the environment and asked if there was support to set up an ordinance restricting the usage. Issues of enforcement, impacts on individuals using for garage sale or party (on mailbox) and compliance if mandated by government vs community driven were raised. Sandy suggested the Recycling Committee could incorporate in their education of residents. Majority agreed to no further action.

\*Status: O = Open C = Closed F = Future Priority: \*\*H = 1-3 months M = 4-9 months L = 10+ months

Last Update: 11/17/20

No	Goal/Category	*O/ F/C	** Prty	P No.	Target Date	Description	Sub By:	Owner:	Assigned to:	Dated Logged	Last Update	Comments
65	Administrative	C	-	-	-	To reconstitue <b>Public Safety Committee</b>	Sharon Young	-	-	10/15/19	10/15/19	(10/1) Sharon had raised the possibility of transitioning Gray to a local police force vs. contracting with Cumberland County Sheriff's office for deputies. Council felt (1) there is no residential feedback pushing for more coverage or a local force (2) it would likely cost more money than the contract (3) the residents just agreed to raise taxes to support adding an additional deputy (which has been delayed as there is a shortage in the State). As an alternative, the Council agreed to discuss the possibility of reconstituting the former Public Safety Committee with a new member set up & charge. (10/15) Council discussed but felt without residential support or volunteers, it would be difficult to get another committee up and running. In addition, many of the duties of the former Committee are handled by others (Town Staff, Council or other Committees). Agreed, if it is to be pursued, someone would need to take the lead on public outreach and see if residents would be willing. No one was willing to take on the assignment. The Committee will be moved to 'retired' committees.
D	Comp. Plan Update - breakout of tasks for Item 11	C	H	1	11/01/20	Collect data and complete a <b>Parcel Valuation</b> on the Village to determine which types of businesses impact <b>tax revenue</b> the most	Sandy Carder	Town Council	Northstar	06/18/19	11/17/20	Sandy provided a copy of a similar assessment done for Gorham by GPCOG with Stephanie Carver (on Northstar team) taking the lead. Stephanie advised the Gray Village would be a good place for this type of assessment and it may be something that can be done in conjunction with or as a part of the Comprehensive Plan data collection/analysis. Next Step: Await more information from Northstar regarding various steps in Comp. Plan (11/17) <b>Went over budget for Comp plan due to Covid; therefore no capacity to do this evaluation. Moving to No Action.</b>